



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: T&A Painting, Inc.
File: B-227629
Date: July 10, 1987

DIGEST

1. Protest of cancellation of procurement -- based on rejection of protester's low bid due to unacceptable sureties -- and resolicitation of the requirement is dismissed as untimely where not filed within 10 working days after protester knew reason for rejection of its bid.
2. Alleged improper rejection of offer due to inadequate sureties is not significant issue warranting review despite untimeliness of protest.

DECISION

T&A Painting, Inc. protests the cancellation of Department of the Navy request for proposals (RFP) No. N62766-85-R-2167, and the resolicitation of that requirement under RFP No. N62766-87-R-2409. We dismiss the protest as untimely filed.

The Navy canceled RFP-2167 by letter of May 5, 1987, because T&A, the only offeror, was found nonresponsible based on the listing of inadequate sureties. T&A states that it was informed of the reasons for its rejection and the cancellation "in late May." T&A now challenges the rejection of its sureties and the resultant cancellation.

Under our Bid Protest Regulations, protests of alleged procurement improprieties must be filed no later than 10 working days after the protester knew or should have known of the alleged impropriety. 4 C.F.R. § 21.2(a)(2)(1986). Here, T&A knew in May of the cancellation and the agency's view that its proposed sureties were inadequate, but did not file its protest in our Office until July 6. T&A states that it did not protest earlier because it learned only on June 30 of a resolicitation. The resolicitation, however,

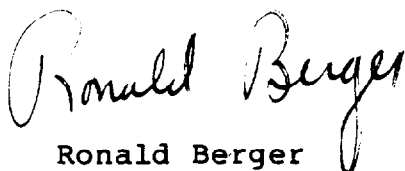
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clearly is not the basis for protest. As indicated above, T&A's real complaint is the improper rejection of its proposed sureties and the subsequent cancellation. The protest of the cancellation thus is untimely and will not be considered.

T&A has filed suit in federal district court to challenge the rejection of its sureties on two other federal procurements, and apparently believes that success in its suit will retroactively render the Navy's rejection of its sureties improper and entitle it to award under the canceled RFP. This is not the case. As T&A's pending lawsuit concerns two solicitations unrelated to the canceled RFP in question here, the court's decision will have no bearing on the propriety of the rejection of T&A's bid and the cancellation.

T&A maintains that, even if its protest is untimely, we should consider it as a significant issue under our Regulations. 4 C.F.R. § 21.2(c). We will invoke this exception to our timeliness rules, however, only where the issue raised is of widespread interest to the procurement community and has not been considered previously. World-Wide Security Services, Inc.--Reconsideration, B-225270.2, Mar. 17, 1987, 87-1 CPD ¶ 294. We do not view the issue here -- rejection of an offer due to inadequate sureties -- as significant within the meaning of our Regulations. In any case, we have considered this issue in numerous prior decisions. See, e.g., T&A Painting, Inc., B-224222, Jan. 23, 1987, 66 Comp. Gen. _____, 87-1 CPD ¶ 86.

The protest is dismissed.



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General Counsel