

July 1987



The Comptroller General  
of the United States

Washington, D.C. 20548

# Decision

Matter of: Sunohio Company

File: B-227729

Date: September 10, 1987

## DIGEST

Late receipt of bid delivered by commercial carrier to an office other than the one designated by the solicitation does not warrant consideration of the late bid, the paramount cause for late receipt was not due to any improper government action.

## DECISION

Sunohio Company protests the determination by the Department of the Navy that Sunohio's bid submitted in response to solicitation No. N62474-87-B-2110 for replacement of PCB transformers at the Naval Air Station, Alameda, California, could not be considered because it was late.

We deny the protest.

The solicitation was issued on May 15, 1987. The bid opening date was set for June 15, 1987 at 2:30 p.m., but was amended to June 23, 1987 at 2:30 p.m. Bidders were instructed to deliver bids to the Navy Public Works Center, San Francisco Bay, Oakland Army Base, Building 796, Room 300, Oakland, California prior to bid opening. Sunohio's bid was received by the Navy Public Works Center's mail room from the Oakland Army Base's mail room at 2:17 p.m. on June 24, 1987, 1 day late. The bid was taken to Room 300 of the Public Works Center immediately thereafter. Sunohio was notified that its bid was late and would not be considered.

Sunohio alleges that its bid package was delivered by commercial carrier to building 796 and handed to an employee located in an office on the first floor by 10:00 a.m. on June 23, 1987. Sunohio states that instead of being taken to Room 300 in the same building, the bid was routed to the Oakland Army Base mail room, located in another building. Sunohio contends that the bid was in the proper building 4 1/2 hours before the deadline and that the rerouting of the bid amounts to mishandling by the government which caused the bid to arrive late.

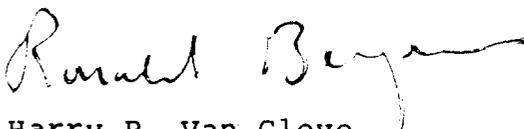
039930

An offer is late if it does not arrive at the office designated in the solicitation by the time specified. A bid delivered by a commercial carrier is considered to be hand-carried and, if it arrives late, no bid can only be considered if it is shown that the sole or paramount cause for the late receipt was some government impropriety. Improper government action is affirmative action that makes it impossible for the bidder to deliver the bid on time. A late bid or proposal can not be considered if the offeror or its agent significantly contributed to the late receipt by not acting reasonably in fulfilling its responsibility to insure delivery to the proper place by the proper time. Silvics, Inc., B-225299, Feb. 24, 1987, 87-1 CPD ¶ 204.

In this connection, it was the responsibility of Sunohio or its agent to deliver the bid to the proper place before the deadline. Sunohio's agent did not act reasonably in fulfilling its responsibility to insure delivery to the proper place. By Sunohio's own account, the agent delivered the bid package to the first floor and left it with an employee working at a computer station. The solicitation expressly required that the bids be delivered to Room 300 of the previously mentioned address. There is no allegation that the bidder's agent was instructed by the Navy personnel to deliver the bid to any office other than Room 300, or that the agent was otherwise prevented from delivering the bid to the proper place. Receipt of a bid at other places within the agency is not sufficient to find it was received on time for bid opening. Carolina Archaeological Services, B-224818, Dec. 9, 1986, 86-2 CPD ¶ 662.

Moreover, we note that it is not clear that the package was in fact delivered to building 796 on the bid opening date as alleged. While the mailing label on Sunohio's bid package was addressed to the Navy, the building number was incorrectly typed as symbols instead of numbers. This error may have confused the carrier as to the package's actual destination. In any event, there is no evidence that the Navy affirmatively acted to make it impossible for Sunohio or its agent to deliver the bid on time. The errors committed by Sunohio and its agent were the paramount cause for the late receipt of the bid.

The protest is denied.

  
Harry R. Van Cleve  
General Counsel