



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Federico Enterprises, Inc., dba Federico  
Helicopters--Reconsideration  
File: B-230724.3  
Date: May 11, 1988

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### DIGEST

1. A protest to the contracting agency alleging improprieties in the invitation for bids is untimely when filed in an envelope clearly labeled as containing a bid, since the contracting officer is not authorized to open a bid until the time set for bid opening.
2. Where the issue raised in a protest affects the protested procurement only, the protest does not present a significant issue that justifies invoking an exception to the General Accounting Office's timeliness rules.

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### DECISION

Federico Enterprises, Inc., dba Federico Helicopters, requests that we reconsider our March 30, 1988, dismissal of its protest under invitation for bids (IFB) No. R5-88-19, issued by the United States Forest Service for helicopter services. We determined that the protest was untimely because the basis for protest--that the flight rates specified in the IFB were too low--was known to Federico before bid opening, but Federico did not properly file its initial protest with the Forest Service before bid opening. Therefore, under our Bid Protest Regulations, the subsequent protest to our Office was dismissed as untimely. 4 C.F.R. §§ 21.2(a)(1), 21.2(a)(3) (1988).

Federico argues that its bid protest to the Forest Service was timely filed before the bid opening time in the envelope supplied by the Forest Service for submission of a bid.

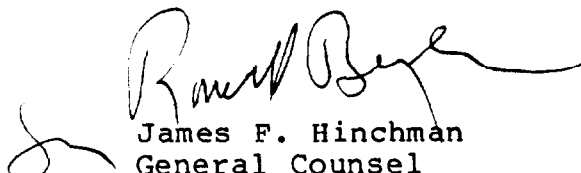
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Federico states in this regard that it had earlier notified the contracting officer that the firm would file a bid protest in the bid envelope.

There is no merit to Federico's argument. The envelope was clearly labeled to indicate that it contained a bid, and the regulations do not authorize opening a bid, before the time set for bid opening, in these circumstances. See Federal Acquisition Regulation (FAR) §§ 14.401 and 14.402-1 (FAC 84-5). The protest thus did not put the Forest Service on notice of the alleged IFB deficiencies before bid opening and, therefore, must be considered to be untimely. See Vacco Industries--Second Request for Reconsideration, B-227088.3, June 30, 1987, 87-1 CPD 648. Moreover, Federico's earlier notification to the contracting officer that it would file protest in the bid envelope cannot be considered a protest in its own right, because oral protests are not authorized by the FAR. See Creighton & Creighton, Inc., B-227511, July 2, 1987, 87-2 CPD ¶ 11.

Federico next argues that we should review the merits of its protest under section 21.2(c) of our Bid Protest Regulations, which allows for consideration of an untimely protest if the protest raises issues that are significant to the procurement system. 4 C.F.R. § 21.2(c). The significant issue exception to our timeliness rules, however, contemplates a protest that involves a procurement principle of widespread interest or which affects a broad class of procurements. See Mounts Engineering--Reconsideration, B-218102.2, Apr. 16, 1985, 85-1 CPD ¶ 435. The issue presented by Federico--that the IFB's flight rates are too low--concerns this procurement only and is not otherwise of sufficient impact to warrant review under the significant issue exception. See AAR Brooks & Perkins, Advanced Structures Division--Reconsideration, B-228144.2, Oct. 1, 1987, 67 Comp. Gen. \_\_\_\_\_, 87-2 CPD ¶ 320; Detroit Broach and Machine, B-213643, Jan. 5, 1984, 84-1 CPD ¶ 55.

Our prior dismissal is affirmed.

  
James F. Hinchman  
General Counsel