



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter Of: Shorty's Truck and Railroad Car Parts, Inc.

File No.: B-260081

Date: February 22, 1995

DECISION

Shorty's Truck and Railroad Car Parts, Inc. protests the rejection of its bid by the Department of Defense, Defense Reutilization & Marketing Service, Memphis, Tennessee, under invitation for bids (IFB) No. 31-5645. Shorty's contends that the agency decision to reject its bid because it was late was not in accordance with the terms of the solicitation.

On December 10, 1994, Shorty's mailed its properly addressed bid at the main post office in Anniston, Alabama. Subsequently, an incorrect bar code was placed on the package which resulted in the package's being sent to Clovis, New Mexico. The bid was forwarded from there to Memphis. The post office states that the bid arrived in Memphis on December 15. Bid opening was December 15 at 3.00 p.m. The agency did not receive Shorty's bid until December 19.

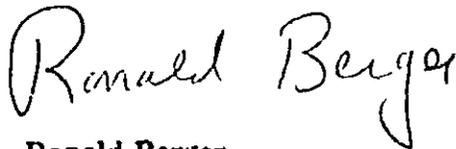
Shorty's states that the agency's rejection of its bid was not in accordance with Part 4 Item C of the IFB entitled, "Consideration of Late Bids, Modifications, or Withdrawals." This section of the IFB states that:

"Bids . . . must be in the possession of the Contracting Officer by the time set for bid opening. Any bid . . . received after the time set for bid opening will not be considered unless received by the Contracting Officer prior to award, was mailed . . . and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time"

Shorty's late bid does not meet the above criteria. Although Shorty's mailed its bid several days before bid opening, the bid was not received at the address specified in the IFB until 4 days after bid opening. It is the responsibility of bidders to ensure that their bids arrive at the designated location by the designated time and bids that do not arrive on time generally may not be accepted. Saint Louis Tuckpointing and Painting Co., Inc., B-212351.2, Nov.18, 1983, 83-2 CPD ¶ 588; Howard Mgmt. Group, B-221889, July 3, 1986, 86-2 CPD ¶ 28. Accordingly, rejection of its bid as late is not legally objectionable.

Shorty's also challenges the responsibility of the awardee. Given that Shorty's states that there were other bidders, it is not clear that Shorty's is an interested party to raise this matter since another bidder might be in line for the award were Shorty's to prevail on this issue. In any event, however, we do not review challenges to a determination that a bidder is responsible except under circumstances not present here.

The protest is dismissed.



Ronald Berger
Associate General Counsel