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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-219595

DATE: July 26, 1985

MATTER OF: Radva Corporation

DIGEST:

A late hand-carried bid may not be considered where there is no showing that wrongful government action was the paramount cause of the lateness.

Radva Corporation protests the rejection of its proposal as late under request for proposals (RFP) No. N62745-85-R-0038, issued by the Navy for construction of family housing units at Comiso Air Station, Sicily, Italy. We dismiss the protest.

The protester states that the RFP required that proposals be delivered to the contracting activity's office in Madrid, Spain by 2:30 p.m. on July 15, 1985. Radva's proposal, which was hand-carried to the Madrid Office, was not received there until 4:30 p.m. on July 15. The protester attributes the delay to difficulties with the airplane it had chartered to deliver its proposal. Radva states that, between 2:00 p.m. and 2:30 p.m., it telephoned the contracting officer in Madrid from the airplane to inform him that its proposal would be delayed. According to Radva, the contracting officer said that he would be at the Madrid office until Radva's proposal was delivered. When the proposal arrived, however, the contracting officer refused to accept it because it was delivered late.

An offeror is responsible for the timely delivery of its proposal, and the late delivery of a proposal generally requires its rejection. A late hand-carried proposal may be considered only where it is shown that wrongful government action was the paramount cause of the late receipt and consideration of the late bid would not compromise the integrity of the competitive bidding system. T.E. DeLoss Equipment Rentals, B-214029, July 10, 1984, 84-2 CPD ¶ 35. In this context, "wrongful government action" means affirmative action on the government's part, such as improper or conflicting delivery instructions, that made it

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impossible for the hand-carried proposal to be timely delivered to the proper location. Key Airlines, B-214122, Feb. 27, 1984, 84-1 CPD ¶ 242. In this case, there is no allegation of any impropriety on the government's part which would fall within the exception.

Based on its conversation with the contracting officer en route to delivering its proposal, the protester apparently believed that its proposal would be accepted even if it were delivered late. In our view, the contracting officer's statement did not constitute a commitment to accept the proposal; at most, it can be interpreted to mean that the contracting officer would remain at the Madrid office until the time when the protester estimated it would arrive with its proposal. In any event, even if the contracting officer had told Radva that its late proposal would be accepted, the contracting officer in fact lacked the authority to accept the late proposal. As discussed above, the contracting officer could have accepted a late proposal only if the delay in delivery were due to wrongful government action, which clearly was not the cause of the delay in filing Radva's proposal. See Edward E. Mundy Trucking and Lumber Co., B-212277, Aug. 8, 1983, 83-2 CPD ¶ 183.

The protest is dismissed.

Ronald Berger

Ronald Berger
Deputy Associate
General Counsel