

DECISION

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

FILE: B-190216

DATE: January 5, 1978

MATTER OF: General Automatic Corporation

DIGEST:

1. Issues apparent on face of IFB which were not protested prior to bid opening are untimely raised and are dismissed. Furthermore, issues are not of widespread interest to procurement community and not for consideration under "significant issue" exception to timeliness rules.
2. Contention that agency made award knowing that after award change orders would be required to correct specification deficiencies is without merit because agency has determined that no modification will be required so that matter now concerns only administration of contract.

General Automatic Corporation protests award under IFB DAAK01-77-B-5769, issued by the Department of the Army, Troop Support and Aviation Materiel Readiness Command, for capacitors to conform to Army Mobility Command drawing 13212E3762, Rev. H.

General Automatic complains that the drawing contained a number of defects which make it impossible to determine what is required or what the Government will be receiving under the contract. The Army argues, and we agree, that all of the alleged deficiencies were or should have been apparent to the protester prior to the time of bid opening, and that its protest filed after the opening is untimely within the meaning of section 20.2(b)(1) of our Bid Protest Procedures. 4 C.F.R. § 20.2(b)(1) (1977). That section provides that protests based on any type of impropriety in the solicitation which is or should have been apparent prior to bid opening must be filed before bid opening.

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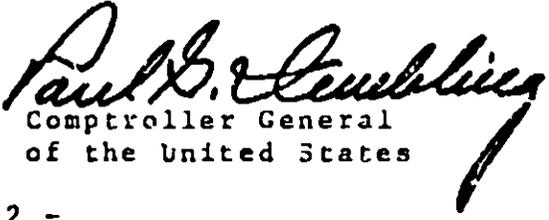
B-190216

The protester also complains that award was made to a firm which is nonresponsive to the qualification testing as required by the solicitation. As we understand the protester, no firm including itself could comply with this requirement, because a new product is involved. However, this issue was not raised prior to bid opening and therefore is untimely.

As to those issues which we view as untimely we have determined that the matters involved do not raise a significant issue which should be considered pursuant to section 20.2(c) of our Bid Protest Procedures. 4 C.F.R. § 20.2(c). The significant issue exception to our timeliness rules is limited to issues which are of widespread interest to the procurement community and is exercised sparingly so that timeliness standards do not become meaningless. See R. A. Miller Industries, Inc. (Reconsideration), B-187183, January 14, 1977, 77-1 CPD 32.

Finally, General Automatic contends that because of defective specifications performance of the contract will be impossible and that, consequently, the Army knew or should have known at the time it made award that change orders would be required to correct these deficiencies. In this regard, the Army has considered each of the protester's complaints, asserts that there is no ambiguity or impossibility if the drawings and related military specifications are properly applied, and concludes that no modification of the contract will be required. Consequently, such matters now concern the administration of the contract and are not appropriate for consideration as a basis for a bid protest. SMI (Waterrown), Inc., B-188174, February 8, 1977, 77-1 CPD 98.

Accordingly, the protest is denied.


For the Comptroller General
of the United States