



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

31041

B-178497

June 13, 1973

Stokos, Boyd & Shapiro
Attorneys at Law
3015 First National Bank Tower
Atlanta, Georgia 30303

Attention: Herman L. Fussell, Esq.

Gentlemen:

This is in reply to your letter dated May 24, 1973, relative to the bid protest of your client, Bay Service Company, under General Services Administration (GSA) Project 02606, for reroofing at Hickam Field, Honolulu, Hawaii.

By letter of May 18 we advised your client of our reasons for considering the protest to be untimely and that we would take no further action in the matter. You now request that consideration be given to the protest on the basis of section 20.2(b) of our Interim Bid Protest Procedures and Standards (41 CFR 20.2(b)) which permits consideration of an untimely protest if "issues significant to procurement practices" are raised.

Essentially, the basis for your protest is that GSA made an erroneous determination as to the responsibility of Bay Service and that it failed to conduct its investigations and determinations in accordance with Federal Procurement Regulations 1-1.708-2(a). It appears from your correspondence that Bay Service was found to be nonresponsible for reasons other than capacity and credit and that you believe such determination to be unsupported and unlawful in that GSA failed to furnish a copy of its findings and determinations to the Small Business Administration (SBA) prior to contract award pursuant to the above-cited regulation. You have requested that we review the findings of GSA and reverse its determination of nonresponsibility.

In our letter to you of May 18 we cited our decision, 52 Comp. Gen. 20 (1972), which states on page 23 that "issues significant

[Request for Review and Action As per 52 Comp. Gen. 20 (1972)]
720110 091485

B-178497

to procurement practices or procedures refers * * * to the presence of a principle of widespread interest." As indicated in the cited decision we are not inclined to view the question of a particular bidder's responsibility as an issue significant to procurement practices and procedures. Moreover, while GSA has apparently acknowledged to your client its inadvertent failure to submit a copy of its findings and determinations to H&A prior to contract award, we do not view such a failure in an isolated instance as raising a significant procurement issue of wide application so as to warrant consideration of an untimely protest.

For the reasons stated above, your request that we consider the merits of the protest is denied.

Sincerely yours,

Paul G. Derbittner

For U.S. Comptroller General
of the United States