



CONTRACT LAW DIVISION

Office of Assistant General Counsel for Finance and Litigation



Biweekly Report—Period Ending September 11, 1999

Colonna's Shipyard, Inc. v. DoC,—GAO No. B-283472-1

The Agency report was filed on September 3. Protestor's comments were filed on September 13. The hearing has been postponed because of Hurricane Floyd and because the agency needs time to prepare its response to the protestor's expert's analysis of the performance schedule. Because of the urgency of this ship repair, counsel discussed various alternatives with EASC and the engineering officials. EASC has decided to proceed with the protest within the normal 100-day time period. (Terry H. Lee).

Debcon v. DOC (GSBCA No. 13923-COM)

We are continuing to work with Counsel for Debcon to find a mutually agreeable date for the last deposition, Debcon's expert accountant. We are hoping to conduct the deposition on September 14th, by telephone. In addition, we are working on a Motion to Dismiss In Part, all claims barred by bilateral modifications. (Amy Freeman and Mark Langstein)

DRC v. DOC (GSBCA No. 14919-COM)

On August 31, DRC served its Responses to Respondent's First Set of Interrogatories and Request for Production of Documents. (Amy Freeman and Fred Kopatich)

Allstate Professional Movers, Inc. (CO-Level)

Allstate Professional Movers, Inc. has filed a protest with the Contracting Officer against the award of a PTO moving services contract. The protestor challenges the technical evaluation of its proposal and the best value award decision as its offer was lower than the awardee's. (Lisa J. Obayashi)

Integrated Support Systems, Inc. B-283137-2

The GAO denied the protest on September 10, 1999. The decision included the following: "There is no dispute here that ISSi's proposal was late. Instead, ISSi contends that the sole cause of the proposal's untimely receipt was the ambiguous RFP instructions as to where to hand-deliver proposals. However, even assuming that the RFP was not as clear as it could have been, given the two 15th Street entrances, the record demonstrates that the protestor significantly contributed to the late receipt of its proposal by failing to allow sufficient time to hand-

deliver its proposal. By the protestor's own admission, ISSi's president arrived at the first 15th Street entrance a mere 3 minutes before the time set for receipt of proposals. We have found that an offeror significantly contributed to the late receipt of its proposal where it failed to allow sufficient time to permit a timely submission. See *Wyatt and Assocs.*, B-243349, (arrival at building entrance 10 minutes before the time set for receipt of proposals significantly contributed to the late receipt of the offeror's proposal); see also *Monthei Mechanical, Inc.*, B-216624, (where bidder left only 30 seconds before bid opening to submit its hand-carried bid, agency's movement of bid depository box from customary place in building foyer to the actual bid opening room prior to bid opening was not the paramount cause for the late submission of the bid). We cannot say that improper action by the agency was the paramount cause of the late receipt of ISSi's proposal where the protestor failed to allow sufficient time to ensure the timely delivery of its proposal. Accordingly, we conclude that the agency reasonably rejected ISSi's late-delivered proposal." (Terry H. Lee).

CLD "Time to Complete"—2.7 Days

Actions by Contract Law Division during Period from 8/29/1999 9/11/1999

Bureau	Received	Completed
ITA	1	1
NIST	13	13
NOAA	2	3
PTO	1	1
Totals	17	18

