

Protest of) Date: August 19, 1992
)
 CAROL JOHNSON)
)
 Solicitation No. 980-4032-92) P.S. Protest No. 92-46

ON RECONSIDERATION

Ms. Carol Johnson timely requests reconsideration of our decision in Carol Johnson, P.S. Protest No. 92-46, August 3, 1992, dismissing as untimely the part of her protest which was against the terms of Solicitation No. 980-4032-92 for highway box delivery service between Bonners Ferry and Eastport, ID.

Procurement Manual (PM) 4.5.4 sets forth the regulations governing the timeliness of bid protests. The relevant provisions of 4.5.4 are as follows:

b. Protests based upon alleged deficiencies in a solicitation that are apparent before the date set for the receipt of proposals must be received by the date and time set for the receipt of proposals.

....

d. In all other cases, protests must be received not later than ten working days after the information on which they are based is known or should have been known, whichever is earlier; provided that no protest will be considered if received more than 15 working days after award of the contract in question.

Ms. Johnson asserts that she could not have known that the solicitation understated the number of boxes on the route and the number of hours required to serve the route in time to submit a protest before the time and date set for receipt of bids. She argues that her protest is therefore timely under 4.5.4 d.

Ms. Johnson has not explained why it would not have been possible to determine the actual number of boxes on the route before bids were due.

However, even if a protester is delayed in getting sufficient information to allow it to timely raise an issue we are without authority to waive the time limits established by the regulations. Evergreen International Airlines, Inc., On Reconsideration, P.S. Protest No. 86-07, June 9, 1986. The part of Ms. Johnson's protest which complains that the solicitation misstated the requirements of the route is untimely under 4.5.4 b.

On reconsideration, we adhere to our decision dismissing the protest as it relates to the terms of the solicitation.

William J. Jones
Associate General Counsel
Office of Contracts and Property Law