

DECISION



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

Protest

FILE: B-198356

DATE: April 23, 1980

MATTER OF: Safeguard Maintenance Corporation, *DL604489*

DIGEST:

[Protest against wage rate determination ~~included~~ in solicitation] filed after bid opening is untimely and will not be considered on merits.

Safeguard Maintenance Corporation protests any award of a contract for custodial services under solicitation No. GS-05B-42043 issued by the General Services Administration (GSA). Safeguard asserts that the Department of Labor (DOL) wage rate determination included with the solicitation is soon to be replaced by a wage determination which would reflect the result of recently completed collective bargaining negotiations between the incumbent contractor and the labor union representing the custodial workers. The protester contends that GSA erred in not delaying bid opening until a new wage determination could be included in the solicitation. For the following reasons, Safeguard's protest is untimely under our Bid Protest Procedures, 4 C.F.R. Part 20 (1980). *AGC00017*
AGC00009

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening must be filed before that date. 4 C.F.R. § 20.2(b)(1). The protester's objection to inclusion of the wage determination was apparent prior to the bid opening on April 3, 1980. Since Safeguard's protest was first filed (received in our Office) on April 4, 1980, the matter is untimely raised and will not be considered on its merits. See Bucks County Association for the Blind, B-194957, June 28, 1979, 79-1 CPD 471.

Nevertheless, we believe it is important to note that the wage determination only specifies the minimum

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wages to be paid--it is not a guarantee that the appropriate workforce can be employed by the bidder at those rates. Thus, as in any solicitation for a fixed price contract, it is the responsibility of the bidder to project costs (all bidders were apprised of the fact that a new collective bargaining agreement would be negotiated) and to include in the basic contract price a factor to cover any projected increases in cost.

The protest is dismissed.

Harry R. Van Cleave
for Milton J. Socolar
General Counsel