

DECISION



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

PLCC
13678

FILE: B-198382

DATE: May 7, 1980

MATTER OF: Universal Building and
Maintenance, Inc.

DIGEST: *[Protest Alleging]*

1. Submission of possible below-cost bid is not valid basis upon which to challenge award to responsible firm.
2. Protest that contract should have been restricted to local firms is untimely and will not be considered on merits, since it was not filed prior to bid opening.

Universal Building & Maintenance, Inc. (Universal) protests the award of a contract by the Department of the Air Force under solicitation No. F33601-80-B-0003 to Suburban Industrial Maintenance (Suburban) for various custodial services at Wright-Patterson Air Force Base in Ohio. Universal contends that Suburban's bid is so low that the firm will not be able to perform in accordance with the contract requirements. Universal also suggests that the award of a contract for services at Federal facilities in Ohio should be restricted to local firms (Universal states that Suburban is a Pennsylvania company).

We have consistently held that the submission of a below-cost bid is not a valid basis upon which to challenge an award. American Drafting and Laminating Co., Inc., B-194015, March 7, 1979, 79-1 CPD 165. Rather, the question of whether a bidder can perform at its bid price relates to the firm's responsibility, and our Office does not review protests against affirmative determinations of responsibility unless either fraud on the part of procuring officials is alleged, or the solicitation contains definitive responsibility criteria which allegedly have not been applied. Industrial Maintenance Services, Inc., B-195216, June 29, 1979, 79-1 CPD 467.

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The award to Suburban necessarily involved a determination that Suburban is a responsible concern. Defense Acquisition Regulation (DAR) § 1-902 (1976 ed.). While we note that Universal alludes to the possible existence of "some unknown factor such as collusion, payoffs or dereliction of duties" as the reason for this and similar custodial service contract awards at apparently low prices, we do not consider that such speculation invokes an exception to our limited review role in this area. Further, we point out that whether Suburban in fact performs in compliance with the contract requirements is a matter of contract administration for consideration by the Air Force, not our Office. Racon, Inc., B-195824, September 19, 1979, 79-2 CPD 202.

Universal's contention that the contract should have been restricted to local firms is untimely under our Bid Protest Procedures, 4 C.F.R. § 20.2(b)(1) (1980), since it involves an alleged impropriety in the invitation but was not protested prior to bid opening. We point out, however, that such a restriction would appear to be inconsistent with the statutory requirement for maximum competition.

Universal also asks what guidelines are used by the Air Force in bid and proposal evaluations. Advertised contracts are awarded to the low responsible bidder whose bid conforms to the invitation. DAR § 2-407.1. In a negotiated procurement, proposals are evaluated against the factors listed in the solicitation. DAR § 3-501(b) (Sec. D); Grey Advertising, Inc., 55 Comp. Gen. 1111, 1123 (1976), 76-1 CPD 325. The Air Force may also have supplemental procedures to implement those requirements, copies of which the protester may seek directly from the agency.

The protest is dismissed.

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