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**DECISION**



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

**FILE: B-204581**

**DATE: February 22, 1982**

**MATTER OF: Crown Laundry and Cleaning**

**DIGEST:**

1. Protest that a solicitation for laundry and dry cleaning services failed to define bailor/bailee responsibility for loss or damage to laundry or Government property is without merit where several solicitation provisions do define such responsibility.
2. Protest contentions, raised for the first time after bid opening, that the solicitation was improperly advertised and lacked certain required clauses is untimely and not for consideration under GAO Bid Protest Procedures which require that alleged solicitation improprieties apparent prior to the bid opening date must be protested before that date.

Crown Laundry and Cleaners protests alleged deficiencies in Department of the Army invitation for bids (IFB) No. DABT23-81-B-0127, a solicitation for the performance of laundry and dry cleaning services at Fort Knox, Kentucky. Prior to bid opening, Crown alleged that bailor/bailee liability for lost or damaged laundry was not addressed in the IFB. Subsequent to bid opening, Crown alleged that the solicitation was improperly advertised as a fixed-price requirements type contract and that certain required clauses were omitted from the IFB. For the following reasons, we find the first allegation to be without merit, and dismiss the others.

With regard to the first allegation, Crown asserts that the solicitation failed to establish whether or not the successful contractor would be

responsible for damaged or lost laundry articles which were not Government furnished property. The Army denied Crown's protest to the contracting agency regarding this matter when it concluded that the IFB's "Loss or Damage" clause, Defense Acquisition Regulation (DAR) § 7-1401.6, clearly defined responsibility for lost or damaged laundry under any contract resulting from the IFB. In pertinent part, that clause states that "the contractor shall indemnify the Government for any property delivered to the contractor for servicing under the contract which is lost, or which is damaged \* \* \*."

Crown's comments on the agency report do not further address the issue of contractor liability for lost or damaged laundry. However, Crown contends that its protest also concerned the IFB's alleged lack of a provision that defined the bailor/bailee responsibility for the loss or damage of Government owned equipment and buildings used by the contractor. We find this assertion to be without merit.

We have reviewed the IFB and find several provisions in it which cover the question of responsibility for the loss or damage of Government owned equipment and buildings. For example, the IFB contained the standard short form "Government Furnished Property" clause, DAR § 7-104.24(f). Paragraph (c) of that clause allocates the risk of loss for Government furnished property to the contractor. In addition, paragraph 6.1.3 of the specifications provides that "all equipment assigned to the contractor shall be returned to the Government at the end of the contract in a like condition as when received except for fair wear and tear." Finally, a clause relating to the protection of Government buildings, equipment and vegetation specified in DAR § 7-104.63 is also included in the IFB. That clause also defines contractor liability. We therefore find no legal merit to the protester's contentions.

Crown's assertions that the solicitation was improperly advertised as a fixed-price requirements type contract, and that several required DAR provisions were not included in the solicitation, will not be considered. These allegations first were raised in a supplemental protest to our Office on September 24, 1981, nearly a month after the August 28 bid opening and after Crown became aware that it was not the low bidder. These matters are untimely raised under our Bid Protest Procedures because they concern alleged improprieties in the solicitation which were or should have been apparent to Crown prior to the date for bid opening. 4 C.F.R. § 21.2(b)(1) (1981).

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The protest is denied in part and dismissed in part.

*for* Milton J. Aorlan  
Comptroller General  
of the United States