



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Junction City-Fort Riley-Manhattan
Transportation Co., Inc.

File: B-235866

Date: July 6, 1989

DIGEST

1. Protest based upon alleged improprieties in a solicitation which are apparent prior to bid opening must be filed before that time to be considered timely.
2. Whether contractor will comply with applicable state or local law during contract performance is a matter of contract administration which General Accounting Office will not consider.

DECISION

Junction City-Fort Riley-Manhattan Transportation Co., Inc., protests the award of a contract under invitation for bids (IFB) No. DAKF19-89-B-0007, issued by the Department of the Army for school bus transportation at Fort Riley, Kansas. We dismiss the protest.

The protester alleges that the IFB, which apparently may require the operation of school buses in Geary County, Kansas, the county adjacent to Fort Riley, improperly failed to require that bidders possess a Geary County license to operate a school bus and that the IFB's requirements for liability insurance did not comply with the higher minimum requirements of Geary County.

Under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1988), protests based upon alleged solicitation improprieties which are apparent prior to bid opening must be filed before that time. Consequently, to the extent that Junction City's protest concerns the IFB's liability insurance requirements or its failure to require bidders to specifically possess a Geary County license, its protest, which was filed nearly 1 month after the May 19, 1989, bid opening, is untimely and will not be considered on the

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merits. See Oakland Scavenger Co., B-232958, Feb. 1, 1989,
89-1 CPD ¶ 101.

Further, to the extent that the protester is alleging that the awardee will not perform the contract in accordance with county licensing or insurance requirements, we have held that a contractor's compliance with state or local requirements is a matter which must be resolved between the contractor and the state or local authorities, not by federal officials. In any event, we note that the county requirements referred to by the protester apply to "persons, firms and corporations in the business of transporting children to and from school . . . who maintain their principal place of business in Geary County, Kansas." The agency has advised our Office, however, that the awardee is located outside the state of Kansas and therefore does not maintain its principal place of business in Geary County.

The protest is dismissed.



Ronald Berger
Associate General Counsel