



Comptroller General
of the United States

110915

Washington, D.C. 20548

Decision

Matter of: Coggins & Associates--Reconsideration

File: B-259131.2

Date: May 1, 1995

DECISION

Coggins & Associates requests reconsideration of our December 7, 1994, dismissal of its protest against the General Services Administration's (GSA) decision in evaluating offers for leased space not to give the protester an evaluation credit for its offer to waive restoration expenses to which it is entitled under its existing lease with GSA. Coggins argues that our dismissal was legally erroneous.

GSA issued the solicitation for offers (SFO) on July 28, 1994, with a September 12 closing date. In an August 10 letter, Coggins asked the agency whether in evaluating proposed lease prices it would take into account restoration costs associated with the present lease. At an August 30 pre-bid conference, which was attended by Coggins's representatives, the agency responded that because the original contract and the new contract are two separate procurements, no adjustments for restoration costs would be made.

In its proposal, Coggins offered the same space which it was leasing to GSA and offered to forgive the restoration costs if its offer were accepted. When GSA declined to evaluate its proposal on this basis, Coggins protested to our Office, arguing that the restoration cost forgiveness offer was a pricing adjustment envisioned by the SFO and therefore subject to consideration in the evaluation of proposals.

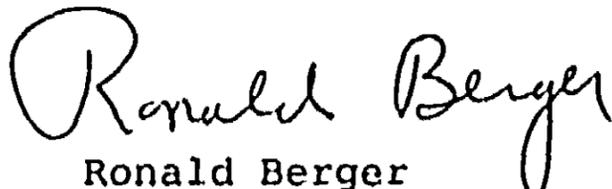
We found that the SFO did not permit adjustments of the type proposed by Coggins, that Coggins had been specifically informed before the closing date that adjustments concerning restoration charges would not be considered, and that the evaluation scheme set forth in the SFO did not permit evaluation of an offer to waive restoration costs. Since Coggins believed that the evaluation should have encompassed the waiver offer, we held that Coggins was actually protesting the terms of the SFO. As such a protest is required to be filed prior to the closing time set for

receipt of initial proposals, 4 C.F.R. § 21.2(a)(1) (1995), we viewed the protest as untimely.

On reconsideration, Coggins argues that our dismissal treats its proposed price adjustment as rendering its offer other than a fixed-price proposal, and improperly "[implies] that a credit or discount in price is incompatible with a firm, fixed-price offer." Coggins's position is that it "does not object to any term of the solicitation" but to GSA's "refusal to evaluate a proposed reduction in the price being offered."

Our dismissal was not premised on an incompatibility between a firm, fixed-price offer and evaluation of the restoration charge waiver offer. The dismissal was based on the fact that the protester was specifically told before the closing date that GSA would not consider in the evaluation a restoration charge waiver and on the SFO terms which do not contemplate evaluation of such an offer. Since Coggins's protest was based on the premise that the agency should have allowed for such a credit, Coggins was, in fact, protesting, after closing time, the terms of the SFO. Accordingly, the protest was properly dismissed as untimely.

The dismissal is affirmed.



Ronald Berger
Associate General Counsel