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**DECISION**



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

50526

FILE: B-183089

DATE: February 12, 1975

MATTER OF: C.C.C. Corporation

**DIGEST:**

Protest by offeror against alleged impropriety in negotiated solicitation, i.e., amendment extending closing date for receipt of offers without extending preperformance mobilization period which was prejudicial restrictive condition, will not be considered since unanswered protest to contracting agency was untimely filed after extended closing date for receipt of offers.

Solicitation No. DAJB04-75-R-0004 was issued by the Procurement Branch, DAO-Army Division, Saigon, Vietnam, on August 30, 1974, for the purpose of securing the services of a contractor to provide petroleum quality and quantity surveillance. The solicitation was canceled on November 22, 1974. On November 27, 1974, negotiated solicitation No. DAJB04-75-R-0024 was issued covering the services required. The closing date set for receipt of offers was December 12, 1974, which was subsequently extended to December 18, 1974, by amendment 0001 issued on December 10, 1974.

By letter of December 28, 1974, the C.C.C. Corporation (C.C.C.) protested to the Army Procurement Branch, DAO, Saigon, Vietnam, the issuance of amendment 0001. Prior to receiving a dispositive response on its protest from the Army, by letter of January 13, 1975, received on January 23, 1975, C.C.C. protested this matter to our Office.

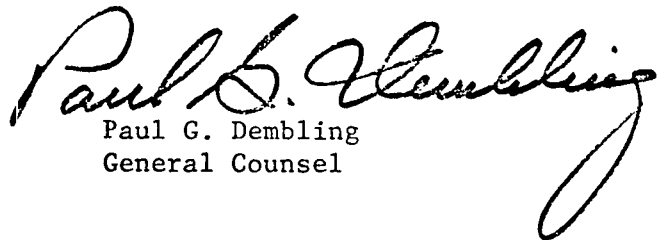
The solicitation stated that the period of performance of the contract would be from January 1 through January 30, 1975. C.C.C.'s protest is based on the fact that, while the closing date for receipt of offers was extended, the period for personnel mobilization to assure timely performance of the contract was not extended since the date to begin performance remained January 1, 1975. C.C.C., therefore, asserts that the decrease in time for mobilization placed a highly restrictive

condition, to its prejudice, on the mobilization plan in its offer which was based on the time frame reflected by the original closing date for receipt of offers. The protester further challenges the Army's justification for extending the closing date since it would only benefit an offeror who was unprepared to meet the original mobilization requirement.

We observe that the basis of C.C.C.'s protest is an alleged impropriety in the solicitation, i.e., the issuance of amendment 0001. See B-177280(1), July 16, 1973. The Interim Bid Protest Procedures and Standards of our Office provide in 4 C.F.R. § 20.2(a) that:

"\* \* \* Protests based upon alleged improprieties in any type of solicitation which are apparent prior to \* \* \* the closing date for receipt of proposals shall be filed prior to \* \* \* the closing date for receipt of proposals. \* \* \* If a protest has been filed initially with the contracting agency, any subsequent protest to the General Accounting Office filed within 5 days of notification of adverse agency action will be considered provided the initial protest to the agency was made timely. \* \* \*" (Emphasis supplied.)

C.C.C.'s protest, initially filed with the Army by letter of December 28, 1974, was filed after the closing date set for receipt of proposals (December 18, 1974). Since that initial protest to the Army was untimely filed, we will not consider C.C.C.'s subsequent protest to our Office.

  
Paul G. Dembling  
General Counsel