

DECISION



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

FILE: B-220382 **DATE:** October 31, 1985
MATTER OF: Dial One Interthermal

DIGEST:

1. Protest based upon alleged improprieties in a solicitation which are apparent prior to bid opening must be filed before that time in order to be timely.
2. Whether contractor will comply with contract terms during performance is a matter of contract administration which GAO will not consider.

Dial One Interthermal (Dial One) protests the award of a contract under invitation for bids (IFB) No. F04607-85-B-0029 issued by the Department of the Air Force for the maintenance and repair of refrigeration systems at 11 Air Force bases. We dismiss the protest.

Dial One alleges that the IFB's design makes it impossible for a small business bidder like Dial One to provide the required repair and maintenance services without having to use subcontractors or authorized dealers to cover the Air Force bases located outside the bidder's own geographic area. According to Dial One, the use of subcontractors or authorized dealers to perform the work is prohibited by the terms of the IFB.

Under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1985), protests based upon alleged solicitation improprieties which are apparent prior to bid opening must be filed before that time. Consequently, to the extent Dial One's postaward protest concerns either the IFB's geographic coverage or the IFB's alleged prohibition against the use of subcontractors or authorized dealers, it is untimely and will not be considered on the merits.

Dial One also alleges that it is the common practice of the awarded contractor to use subcontractors or authorized dealers to perform the type of work described by

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the solicitation. An allegation that the awardee's performance may violate a contract term such as the provision limiting subcontracting is a matter of contract administration which is not for our consideration. See Hayes International Corp., B-218301.2, June 11, 1985, 85-1 C.P.D. ¶ 667.

Finally, Dial One asserts that the line item bids for initial repairs, a component of the contract work, should have been minimal in view of the IFB's stated requirements and notes that the bids received by the Air Force nevertheless ranged from \$2,000 to \$116,000 for initial repairs. Dial One protests that the IFB at least should have contained a requirement that a bidder provide a material price list to justify the amount bid for initial repairs. We dismiss this protest ground, however, since our Regulations, as noted above, require a protest against alleged apparent solicitation improprieties to be filed prior to bid opening.

Dial One's protest is dismissed.



Robert M. Strong
Deputy Associate General Counsel