



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: John Bankston Construction and Equipment
Rental, Inc.

File: B-225711

Date: March 11, 1987

DIGEST

1. Protest of an alleged apparent defect in a solicitation is dismissed when filed months after closing date for proposals.
2. Protest that request for extension of offer was improper is untimely when not filed within 10 days of learning of basis for protest.

DECISION

John Bankston Construction and Equipment Rental, Inc. (Bankston), protests any award other than to itself of a contract under request for proposals (RFP) No. R7-20N-86 issued by the General Services Administration (GSA) for the lease of office space in Beaumont, Texas.

The protest is dismissed.

Bankston, which had the prior 5-year lease with GSA, alleges that it was led to believe, both orally and by letter dated June 27, 1986, from the contracting officer, that it was limited to offering the same property. Bankston states it would have been more competitive if it had known it could have offered alternate properties. Bankston also objects to GSA's several requests for an extension of its offer and suggests bad faith motivated the requests for extension.

On November 17, 1986, Bankston refused GSA's November 7 request to extend its offer, which was expiring on November 15, 1986, through December 15, 1986. Bankston filed this protest on February 9, 1987.

Our Bid Protest Regulations require that protests based upon alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of initial proposals

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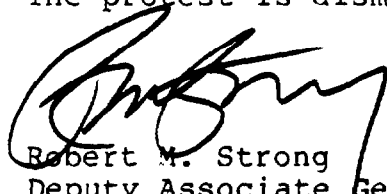
shall be filed prior to the closing date for receipt of initial proposals. 4 C.F.R. § 21.2(a) (1986). All other protests shall be filed not later than 10 days after the basis of protest is known or should have been known. 4 C.F.R. § 21.2(b).

The RFP called for proposals for "14,055 sq. ft. of office, shop and parking in Beaumont, Texas." Although Bankston contends that it was limited to offering its previously leased property by the statements of the contracting officer, we find on a review of the record submitted by the protester that GSA did not restrict Bankston to offering only that property. To the extent that the contracting officer's statements were interpreted by Bankston as limiting Bankston's offer to a specific property, such interpretation is clearly not in accord with the requirements called for in the solicitation. Any property in Beaumont, Texas, meeting the other requirements of the solicitation could have been offered.

Therefore, to the extent that Bankston protests an impropriety in the solicitation, the alleged conflict between the requirements as stated in the solicitation and by the June 27, 1986, letter from the contracting officer, it is untimely since the protest of this apparent impropriety was filed months after closing date.

Likewise Bankston's protest of GSA's November 7, 1986, request that Bankston extend its offer past its November 15 expiration, is untimely as it was not filed within 10 days of Bankston's learning of the request for extension on November 7. 4 C.F.R. § 21.2(b).

The protest is dismissed.



Robert M. Strong
Deputy Associate General Counsel