



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Coastal Carolina Maintenance, Inc.
File: B-227141; B-227141.2
Date: June 1, 1987

DIGEST

1. Protest that contracting agency did not properly safeguard the protester's offer is untimely when filed later than 10 working days after basis of protest was known or should have been known.
2. Protest that negotiations should have been reopened after 90-day offer acceptance period expired is dismissed—where protester was not prejudiced.
3. Protest that request for proposals contained vague and inappropriate selection standards, and that sealed bidding instead of negotiated procurement procedures should have been used, is untimely when filed after the closing date for receipt of initial proposals.

DECISION

Coastal Carolina Maintenance, Inc., protests the proposed award of a contract to C.T. Bone Construction Co. under request for proposals (RFP) No. F09650-86-R-0332, issued by the Department of the Air Force for maintenance of family housing at Robins Air Force Base, Georgia. Coastal complains that the Air Force did not properly safeguard Coastal's offer. Coastal also complains that the Air Force should have held further negotiations; that the RFP's evaluation criteria were impermissibly vague; and that the selection methods violated established regulations and procedures.

We dismiss the protests.

Our Bid Protest Regulations require that a protest of matters other than alleged improprieties apparent from the solicitation be filed no more than 10 working days after the basis for protest was first known or should have been known.

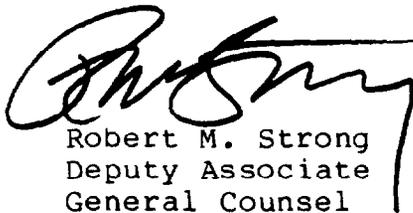
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4 C.F.R § 21.2(a)(2) (1986); see also Penn Perry, Inc.--
Reconsideration, B-223396.2, July 23, 1986, 86-2 C.P.D.
¶ 100. Coastal asserts that on or before March 2, 1987, its
employees saw Coastal's offer in the Base housing office,
unsecured. Coastal, however, did not protest the matter
until May 19, which is more than 10 working days from the
time it knew the basis for the protest. Therefore, this
part of Coastal's protest is untimely.

Coastal also notes that the Air Force did not award the
contract by April 26, when the 90-day proposal acceptance
period expired, and protests that the agency therefore
should have afforded offerors a further opportunity to amend
their proposals. The record, however, shows that Coastal
was advised by letter of March 20 that no further discus-
sions would be held, and Coastal does not suggest that the
proposed awardee was permitted to change its offer after
that time. Coastal therefore was not prejudiced by the Air
Force's apparent decision not to reopen discussions after
the 90-day period expired.

Finally, Coastal asserts several alleged improprieties in
the Air Force's solicitation. Those improprieties focus on
the RFP's standards for evaluating offers and on the Air
Force's use of negotiated instead of sealed bidding proce-
dures. Our Bid Protest Regulations, however, provide that
protests based upon alleged improprieties in a solicitation
that are apparent prior to the closing date for receipt of
initial proposals must be filed before that date. 4 C.F.R.
§ 21.2(a)(1); see also S.C. Jones Services, Inc., B-223155,
Aug. 5, 1986, 86-2 C.P.D. ¶ 158. Because the closing date
for initial proposals was January 26, this aspect of
Coastal's protest is untimely.

The protests are dismissed.



Robert M. Strong
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General Counsel