



The Comptroller General  
of the United States

Washington, D.C. 20548

Goddard - BL

## Decision

Matter of: The Great American Picture Company, Inc.--Request  
for Reconsideration  
File: B-227968.2

Date: August 13, 1987

### DIGEST

Protester's lack of knowledge concerning GAO's filing deadlines is not a basis for waiving timeliness requirements, since prospective contractors are on constructive notice of Bid Protest Regulations.

### DECISION

The Great American Picture Company, Inc. (GAPC), requests reconsideration of our dismissal of its protest under the General Services Administration's (GSA) solicitation No. FNT-F6-2028-N-123086, as untimely. We affirm our dismissal of the protest.

In its initial protest, GAPC stated that it had negotiated a contract with GSA under which government agencies could procure photo murals from GAPC for prices specified in the contract. The contract had a July 31, 1987, termination date. In March 1986, GAPC called GSA inquiring about renewal of its contract. GAPC stated it was informed that it should not expect to get any information regarding renewal of its contract until March 1987. However, GAPC received the solicitation in question during the second week of December 1986, with a December 31 bid opening date. GAPC stated that because of GSA's prior advice, the arrival of the solicitation was unexpected and all of GAPC's responsible executives were away from the office on business until after the Christmas shopping period was over. As a result, GAPC did not open the solicitation package until December 31, and GAPC's bid was not received at GSA until January 1, 1987. A few weeks later, GSA informed GAPC that its bid was late and would not be considered.

On July 20, 1987, GAPC protested GSA's rejection of its bid to our office, alleging that it had relied on the erroneous information which GSA had provided. We dismissed GAPC's protest as untimely because it was filed 6 months after GAPC knew its basis for protest. See 4 C.F.R. § 21.2(a)(2) (1987).

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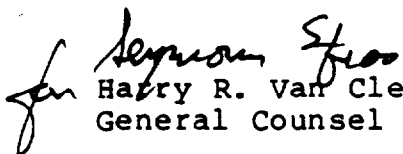
In its request for reconsideration, GAPC states that on the day of bid opening GAPC's president asked GSA whether there was any recourse available to GAPC, or whether there was any appeal GAPC could make, and the contracting officer stated that there was nothing GAPC could do. GAPC states that had it then known about our Office, it would have filed a protest.

GAPC also now alleges for the first time that it is seeking renewal of a contract for which no other company can compete, therefore, an award would not jeopardize any other company.

Even if GAPC was misled by GSA's information and was unaware of GAO's Bid Protest Regulations, including our timeliness requirements, this does not alter the untimeliness of GAPC's protest. Killeen Pest Control, Inc.--Request for Reconsideration, B-223778.2, Jan. 7, 1987, 87-1 C.P.D. ¶ 21; Data Processing Services, B-225443.2, Dec. 18, 1986, 86-2 C.P.D. ¶ 683. A protester's lack of actual knowledge of our regulations is not a defense to dismissal of its protest as untimely. Prospective contractors are on constructive notice of our Bid Protest Regulations, since they are published in the Federal Register and the Code of Federal Regulations. See Kenneth J. Pedersen, B-222891, May 6, 1986, 86-1 C.P.D. ¶ 440. Moreover, the timeliness requirements of our Bid Protest Regulations may not be waived by actions taken by the contracting agency. Data Processing Services, B-225443.2, supra.

GAPC's newly raised protest ground, filed for the first time more than 7 months after GAPC knew of its basis for protest, is also untimely. 4 C.F.R. § 21.2(a)(2).

The dismissal of GAPC's protest is affirmed.

  
Harry R. Van Cleve  
General Counsel