



## Decision

**Matter of:** RIM Advertising  
**File:** B-259695  
**Date:** February 27, 1995

### DECISION

RIM Advertising protests the contract awarded by the Government Printing Office (GPO) (Seattle) under an invitation for bids (IFB) issued for its program 2091-S copying needs. The original IFB was issued on August 6, 1993. Bids were opened on September 8, 1993. RIM was the low bidder. While considering whether RIM was a responsible bidder, the contracting agency discovered that the copying requirements set out in the IFB were incorrect. The IFB was, therefore, canceled, and a new IFB was issued on October 13, 1993, with the revised requirements. Bids were opened on October 27. RIM was not the low bidder, and award was made to another firm on October 29.

We dismiss the protest.

RIM objects to the agency's decision not to award the firm a contract for this work. RIM contends that it should be reimbursed for the costs of leasing a copier that the agency indicated would be needed before it could consider RIM for award under the original IFB. RIM also argues that it has the right to obtain compensation because the work done under its contracts for two other projects did not reasonably approximate the agency's estimated requirements for those contacts. While it concedes that it is late in filing its protest, it argues that the filing deadlines should be waived in this case because the agency did not give it correct information concerning its right to protest and discouraged the firm from protesting. RIM protested on August 19 to the contracting officer (this protest was denied in October 1994) after it was told by agency officials that it could protest. RIM's protest was filed with our Office on December 14, 1994.

Our Bid Protest Regulations require a protester in cases, as here, which do not involve alleged improprieties in an IFB to file its protest with our Office within 10 working days after the basis of protest is known or should have been known, whichever is earlier, 4 C.F.R. § 21.2(a)(2) (1994). RIM's August 1994 protest filed with the agency is clearly

untimely as is its subsequent filing on December 14 with our Office. While it is unfortunate that the protester was erroneously advised by the contracting agency regarding its appeal rights, we cannot permit another agency to waive, in effect, our timeliness standards by its erroneous advice. Gray Personnel Consultants, B-243743, July 8, 1991, 91-2 CPD ¶ 33. In any event, our Regulations are published in the Federal Register, and protesters are charged as a matter of law with constructive notice of their content. Air Cleaning Specialists, Inc.--Recon., B-236936.2, Nov. 3, 1989, 89-2 CPD ¶ 422. We also note that GPO publication "Contract Terms," which is part of all GPO procurements, advises bidders of their appeal rights.

Regarding RIM's contention that it did not receive the amount of work promised under its two copying contracts with the agency and that as a result, the agency owes its further compensation under these two contracts, a contractor's rights under an existing contract are a matter of contract administration, a matter that is beyond the scope of our bid protest function. 4 C.F.R. § 21.3(m)(1). Sierra Technologies, Inc., B-251460; B-251460.2, Dec. 21, 1992, 92-2 CPD ¶ 427. Finally, no basis exists for the recovery of the expenses RIM incurred in leasing the copier so as to facilitate its obtaining the contract on the canceled IFB, since these resulted from a business judgment exercised prior to the award of a contract, and the government received no benefit as a result. Leisure Inv. Co., B-233904.2, Apr. 4, 1989, 89-1 CPD ¶ 353.

The protest is dismissed.

  
 Michael R. Golden  
 Assistant General Counsel