



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Coggins & Associates

File: B-259131

Date: December 7, 1994

DECISION

Coggins & Associates protests the decision of the General Services Administration (GSA) to disregard the protester's offer to waive restoration expenses under its existing lease with GSA in the evaluation of Coggins' proposed price for a new lease under solicitation for offers (SFO) No. RMS-91023, for office and related space.

We dismiss the protest as untimely.

In its proposal, Coggins offered the same space which it currently leases to GSA and stated that the "[b]idder is current lessor to this agency under Lease No. GS-04B-28223. If our bid is accepted, we will forgive section 16 of Lease No. GS-04B-28223 calling for restoration of property back to retail space." In other words, Coggins offered to forgive the restoration cost which Coggins states GSA is obligated to pay under the existing lease if this cost were deducted from its proposed price for the new lease. GSA refused to consider this cost forgiveness in evaluating Coggins' price.

Coggins argues that the evaluation scheme set forth in the solicitation "envisions 'adjustments' submitted by offerors" and argues that the restoration charge forgiveness language in its offer was a pricing adjustment which the agency was obligated to consider.

The solicitation required offerors to propose firm, fixed prices and did not permit adjustments of the type proposed by Coggins. The evaluation scheme set forth in the solicitation only permitted adjustments for operating expenses over the term of the lease. Since no other adjustments were listed in the solicitation, while Coggins argues that the solicitation contained "no prohibitions against" its proposed price adjustment, Coggins was on notice that other adjustments were not contemplated.

Moreover, in an August 10 letter submitted before proposals were due, the protester asked if the agency would adjust

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Because Coggins objects to the terms of the solicitation, it was required to protest prior to the closing time set for receipt of initial proposals. 4 C.F.R. § 21.2(a)(1) (1994); Engelhard Corp., B-237824, Mar. 23, 1990, 90-1 CPD ¶ 324. Because Coggins did not protest until after its offer was rejected, its protest is untimely.



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¹(...continued)
prices under this solicitation based on restoration costs associated with the present lease. Also before the submission of proposals, at an August 30 conference, which was attended by Coggins' representatives, the agency responded that no adjustments for restoration costs would be made.