



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Dentserv Management Services, Inc.

**File:** B-232646.7

**Date:** February 9, 1989

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### DIGEST

Protest alleging that the contracting officer gave the protester an incorrect interpretation of a solicitation provision and thereby caused the protester to offer a higher price than it otherwise would have offered is untimely where the protester filed the protest more than 10 days after the protester knew its basis for protest.

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### DECISION

Dentserv Management Services, Inc., protests a partial rejection of its offer under request for proposals (RFP) No. F41689-88-R-A122, issued by the Department of the Air Force for general dental services at various locations throughout the United States. Dentserv alleges that it asked the contracting officer to explain the meaning of a credentials requirement contained in the RFP prior to submitting its offer. According to Dentserv, the contracting officer gave the firm an incorrect interpretation of the requirement, causing Dentserv to submit an offer that was higher in price than the offer the protester would have submitted had the credentials requirement been interpreted properly. We dismiss the protest as untimely.

The solicitation sought a contract for 1 to 3 full-time equivalent (FTE) dentists at 69 Air Force bases, for a total of 98 FTEs. Separate contracts were to be awarded for each location for a basic period of 1 year with options for 4 additional years. The RFP stated that, in order to be considered acceptable for award, offerors were required to submit credentials packages for each dentist and to designate the location for which each dentist was offered. After proposals were judged to be technically acceptable,

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individual contracts would be awarded on the basis of the lowest total price for the basic contract period and all options at each location.

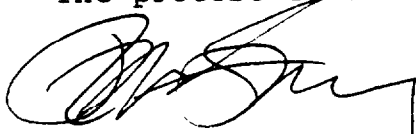
The RFP contained several provisions related to the credentials required of each dentist to be employed at a particular site. Dentserv contends that, prior to submitting its initial offer, it asked the contracting officer on several occasions whether, under the RFP credentials provisions, it could properly replace the dentists that had been listed and approved in connection with Dentserv's proposal with dentists that had been listed and approved by the credentials review committee in connection with another offeror's proposal. Dentserv states that the contracting officer told it that, in order to be considered eligible for award under the RFP's credentials provisions, Dentserv could only use those dentists that had been listed in and approved in connection with Dentserv's own proposal.

We recently considered the same issue in a protest filed by another offeror under the RFP. We sustained the protest, holding that an otherwise acceptable offeror under the RFP could properly receive award even if it substituted dentists that had originally been credentialed in connection with another offeror's proposals, so long as the substitute dentists were approved by the credentials review committee in connection with this procurement. See Med-National, Inc., B-232646, Jan. 12, 1989, 89-1 CPD ¶ \_\_\_\_\_. Dentserv received a copy of our decision on January 24, and filed this protest in our Office on January 31.

Under our Bid Protest Regulations, a protest must be filed within 10 working days after the protester knew or should have known its basis for protest. 4 C.F.R. § 21.2(a)(2) (1988). Here, Dentserv knew the contracting officer's interpretation of the RFP's credentials provisions sometime before it submitted its initial proposal. Furthermore, Dentserv received a copy of Med-National's protest, challenging the contracting officer's interpretation of the RFP's credentials provisions, from the Air Force by letter of September 27, 1988. Thus, Dentserv was informed that there was a dispute concerning the correct interpretation of the RFP provisions related to credentials and substituting dentists, and, in fact, Dentserv submitted its views as an interested party in connection with Med-National's earlier protest. Therefore, Dentserv should have known its basis for protest when it received the contracting officer's reply to its inquiries or, at the latest, upon its receipt of a copy of Med-National's protest from the contracting agency--shortly after September 27. As Dentserv did not

file its protest in our Office until approximately 3 months later, the protest is untimely and will not be considered on the merits.

The protest is dismissed.

A handwritten signature in black ink, appearing to read 'R. M. Strong', with a long horizontal stroke extending to the right.

Robert M. Strong  
Associate General Counsel