

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

was further

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FILE: B-218443.3 **DATE:** August 30, 1985

MATTER OF: Tritan Corporation

DIGEST:

Contracting agency's failure to comply with procedural requirements to provide offerors with written preaward notice of the apparent successful offeror and subsequent notice of the award does not indefinitely extend time for filing a protest against an award since protester, having filed a timely protest that was dismissed for procedural reasons, obviously knew of bases for protest without receipt of that notice.

Tritan Corporation (Tritan), by letter received July 23, 1985, protests the award of a contract to Rotodyne Systems, Inc. (Rotodyne) under request for proposals (RFP) No. N00600-84-R-5453, issued by the Naval Regional Contracting Center, Washington Navy Yard.

Tritan originally protested on April 3 that the award to Rotodyne, made on March 20, was improper since Rotodyne's offered unit allegedly did not comply with the RFP's specifications. We dismissed the protest (B-218443) on April 30, 1985, because Tritan had not complied with our Bid Protest Regulations' requirement that the protester provide a copy of the protest to the contracting agency within 1 working day of its filing with our Office. 4 C.F.R. § 21.1(a) (1985).

On May 17, Tritan again protested, pointing out that the Navy had failed to comply with a requirement to provide offerors preaward written notice of the apparent successful offeror and a subsequent notice that the award had been made (Federal Acquisition Regulation (FAR), 48 C.F.R. § 15.1001(b)(2) and § 15.1001(c) (1984)). We dismissed this protest (B-218443.2) on May 17 on the basis that it had not been filed within 10 working days of the date the basis of protest was known or should have been known, since the protest was basically identical to the one filed more than 10 working days previously. See 4 C.F.R. § 21.2(a)(2).

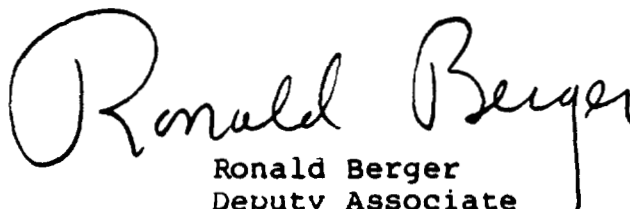
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Tritan, in its latest letter, purports to again protest, and asserts that both this protest and its May 17 protest are timely because of the contracting officer's failure to make the above-noted notifications. Tritan's position is that its protest cannot be untimely since it has yet to receive the required notice of award to Rotodyne.

Tritan's reliance on the notice requirements of FAR, § 15.1001 to extend indefinitely the period for protesting an award is misplaced. A protest must be filed within 10 days of when the basis for protest is known. 4 C.F.R. § 21.2(a)(2). Obviously, Tritan knew of its grounds for protest when it timely filed its April 3 protest within 10 working days of the award on March 20. Therefore, we see no merit to Tritan's assertion that its protests are timely merely because it has not received formal notice of award. See Blurton, Banks & Associates, Inc., B-206429, Sept. 20, 1982, 82-2 CPD ¶ 238.

In any event, we believe that Tritan's July 23 filing must be construed as a request for reconsideration of our May 17 dismissal since the letter asks us to review identical matters to those raised in the dismissed protest. This request is untimely, since it was filed more than 10 working days after the basis for reconsideration was known or should have been known. 4 C.F.R. § 21.12(b). We note that although Tritan's letter was dated well before we received it, even if we had received the letter the day it was dated (June 20), the request would still be untimely. See Teqcom Inc.--Reconsideration, B-212425.2 et al., July 17, 1984, 84-2 CPD ¶ 55.

Tritan's request for reconsideration therefore is dismissed.


Ronald Berger
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General Counsel