

*Mr. I. K. ...*

**DECISION**



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

**FILE:** B-219323

**DATE:** October 2, 1985

**MATTER OF:** Fugro Inter, Inc.

**DIGEST:**

1. When a protester fails to diligently seek information that would form the basis for its protest, a protest filed 7 months after award, although allegedly shortly after information concerning the basis of protest is received, is untimely.
2. Claim for proposal preparation costs is not for consideration where protest is dismissed as untimely.

Fugro Inter, Inc. protests the award of a contract to McClelland Engineers, Inc. under request for proposals (RFP) No. C&P:84-267 issued by Holmes & Narver, Inc., an operating contractor for the Department of Energy. The solicitation sought proposals for an overwater subbottom exploratory drilling project in the Marshall Islands. Essentially, Fugro contends that the award was improper and that it is entitled to proposal preparation costs because Holmes & Narver did not follow the technical evaluation criteria set forth in the solicitation, or properly establish the competitive range. In this regard the protester states that Holmes & Narver gave too much weight to the cost factor and not enough to the technical factors in the solicitation. Fugro also argues that an amendment to the proposal was improperly rejected. Although the contract was awarded on December 10, 1984, Fugro did not protest to our Office until July 8, 1985. We dismiss the protest as untimely.

By letter of December 17, Holmes & Narver notified all offerors, including Fugro, of the award to McClelland. That letter briefly described the competitive range determination and the evaluation process and informed the offerors that a formal debriefing would be scheduled if there was sufficient interest. Although Fugro maintains that it tried unsuccessfully to schedule a debriefing with

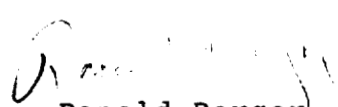
the appropriate official, it did not protest at that time. Fugro protested to our Office after that firm was allegedly informed on July 2, 1985 by a Department of Energy representative that McClelland's equipment was inadequate to perform the contract.

Our Bid Protest Regulations require that protests be filed within 10 days after the basis for the protest is known or should have been known, whichever is earlier. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (1985). A protester has an affirmative obligation to diligently pursue the information that forms the basis of its protest and if it does not do so within a reasonable time, our Office will dismiss the ultimately-filed protest as untimely. See, e.g., South Bend Lathe, Inc., B-216356, Sept. 24, 1984, 84-2 CPD ¶ 343.

Here, although Fugro maintains it unsuccessfully sought a debriefing from Holmes & Narver, the protester indicates that it did not formally request a debriefing until February 14, 2 months after award.<sup>1/</sup> That firm did not protest to our Office until 7 months after award. Further, the information the protester received in July regarding McClelland's alleged performance problems had no direct relation to the basis of protest. In any event, obtaining information 7 months after award can hardly be termed as a diligent pursuit. Thus, the protest is untimely both as to Holmes & Narver's selection of McClelland and its alleged refusal to conduct a proper debriefing.

In view of the fact that we have not decided Fugro's protest on the merits, we will not consider Fugro's claim for its proposal preparation costs. See Daniels & Parker General Contractor, B-218342, May 10, 1985, 85-1 CPD ¶ 529.

The protest is dismissed.

  
Ronald Berger  
Deputy Associate  
General Counsel

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<sup>1/</sup>Holmes & Narver states that it offered to make its procurement personnel available to debrief Fugro. The protester, however, rejected the debriefing because Holmes & Narver technical personnel were not available to attend.