



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

REDACTED DECISION

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Matter of: Fluor Daniel, Inc.

File: B-262051; B-262051.2

Date: November 21, 1995

Kenneth B. Weckstein, Esq., Shlomo D. Katz, Esq., and Janine S. Benton, Esq., Epstein, Becker & Green, for the protester.

Kenneth S. Kramer, Esq., James M. Weitzel, Jr., Esq., and Lawrence E. Ruggiero, Esq., Fried, Frank, Harris, Shriver & Jacobson, for Raytheon Support Services Company, an interested party.

Richard J. McCarthy, Esq., Department of Transportation, for the agency.

Tania L. Calhoun, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that contracting agency improperly failed to conduct meaningful discussions with the protester is denied where the weaknesses first identified to the firm during its debriefing did not preclude award to the firm and did not render the firm's proposal deficient; agencies need not discuss every aspect of a proposal that receives less than the maximum score, but must only lead offerors into the areas of their proposals considered deficient.
2. Protest that contracting agency improperly evaluated protester's technical/program management proposal is denied where the record shows that the evaluation was reasonable and consistent with the stated evaluation criteria.
3. Protest that contracting agency's cost realism analysis improperly failed to upwardly adjust the awardee's evaluated costs associated with staffing is denied where the agency's explanation that the costs would likely not increase is not shown to be unreasonable or arbitrary.
4. Protest that solicitation's relevant experience/past performance evaluation factor is a definitive responsibility criterion is denied where the requirement contains no specific and objective standards for the measurement of an offeror's ability to perform the contract; the protester's related argument that the contracting agency's evaluation improperly considered the experience and past performance of the

awardee's parent corporation is denied where, given the relationship between the two firms described in the offeror's proposal, there is no basis to conclude that the agency acted unreasonably.

DECISION

Fluor Daniel, Inc. protests the award of a contract to Raytheon Support Services Company (RSSC) under request for proposals (RFP) No. DTFA01-94-R-00004, issued by the Federal Aviation Administration (FAA) for technical support services to implement the FAA's facilities and equipment programs in the Aviation System Capital Investment Plan. Fluor Daniel primarily argues that the FAA improperly failed to conduct meaningful discussions with the firm; improperly evaluated the offerors' technical/program management and business management proposals; and improperly conducted its cost realism analysis of RSSC's proposal.

We deny the protests.

BACKGROUND

The Aviation System Capital Investment Plan delineates the improvements in operational facilities and equipment planned for implementation in the National Airspace System (NAS) by the end of this century. The Plan describes the specific facilities, systems, subsystems, and schedules that are in progress, or being planned, for NAS system expansion or replacement, including air traffic control computer and display systems, flight service systems, ground-to-air systems, interfacility communication systems, and maintenance and operations support systems. The Plan also provides the basis for scheduling facilities and equipment installation project work throughout the FAA.

The solicitation, issued March 7, 1994, anticipated award of a cost-plus-fixed-fee, level-of-effort contract to supplement FAA facilities and engineering staff in accomplishing installation and implementation of the NAS over a 3-year base period, with up to two 2-year option periods. The contractor is to provide all labor, management, services, supplies, materiel, data, and facilities required to accomplish efforts ordered through the issuance of work releases. Work shall include efforts in four areas: facility site selection and recommendations; site preparation; environmental remediation; and installation and testing related to Plan programs. Section M of the RFP identified four evaluation areas: technical/program management, risk assessment, cost, and business management.

The evaluation of technical/program management volumes was divided into two sections, with section B slightly more important than section A. Under section A, evaluators would apply three equally important evaluation factors--understanding, approach, and resources--to each of the four work areas.¹ Offerors were to focus on each of three types of facilities--voice communication facilities, radar facilities, and navigation aids/instrument landing system (ILS) facilities--in their discussion of all work areas save for environmental remediation. For that work area, offerors were to evaluate any one of these facilities to identify hazardous materials and plan, develop, and execute a remediation plan. Under section B, evaluators would consider each of six managerial plans provided by each offeror, including a staffing plan. The technical/program management proposals would be given weighted numerical scores and would also be reviewed to identify any risks posed by the offeror's proposal.

The adjectival risk assessment analysis would assess and evaluate potential risks associated with the selection of each offeror's overall proposal for fulfilling the solicitation's requirements. Cost proposals would be analyzed for completeness, reasonableness, and realism. Finally, business management proposals would be evaluated under three equally important sections, including relevant experience/past performance. Each section would be rated acceptable or unacceptable. All sections had to be rated acceptable in order for the business management proposal to be rated acceptable overall.

The technical/program management factor was slightly more important than risk assessment, but risk assessment would become relatively more significant as the difference in the technical/program management scores diminished. Cost was less important than risk assessment and would become relatively more significant if the difference between the technical/program management scores diminished and the risk assessment was relatively equal among proposals. Business management would be rated either acceptable or unacceptable. An integrated assessment of all evaluation areas would be considered by the source selection official (SSO) in determining which proposal provided the greatest overall value to the government, and that proposal would be selected for award of the contract.

The FAA received initial proposals from three offerors, including Fluor Daniel and RSSC, by the August 4 closing date. A technical evaluation team (TET), risk assessment team, cost evaluation team, and business management evaluation team evaluated their respective portions of the initial proposals, all three of which were included in the competitive range. Two rounds of face-to-face discussions were conducted, and best and final offers (BAFO) were submitted on February 15, 1995.

¹Site preparation and installation and test were equally important, and each was more important than site selection, which was slightly more important than environmental remediation.

After the evaluators reviewed the BAFOs, one offeror was eliminated from further consideration. The source evaluation board (SEB) reviewed the evaluator teams' reports and prepared its own report, listing the final evaluation results as follows:

	RSSC	Fluor Daniel
Technical/Program Management	76.45	72.88
Risk Assessment	Low	Low
Cost	\$881,696,968	\$874,524,483
Business Management	Acceptable	Acceptable

The contracting officer prepared a report for the SSO which stated that both offerors submitted conforming proposals and both were capable of performing the contract and otherwise eligible for award. RSSC's proposal had a higher technical/program management score than Fluor Daniel's proposal based on higher scores in three of four technical work areas and all six management plans, and contained twice as many strengths. Moreover, RSSC's proposal contained 12 positive discriminators and 1 negative discriminator, while Fluor Daniel's proposal contained 6 positive discriminators and no negative discriminators.²

In his source selection decision, the SSO stated that he had considered the SEB report, the oral presentation, and the solicitation's evaluation factors, and, based on his consideration of the integrated assessment of all evaluation areas, determined that RSSC submitted the proposal which satisfied the solicitation's requirements and provided the greatest overall value to the government. The SSO determined that RSSC's technical advantage was of greater significance than the overall slightly lower proposed cost of Fluor Daniel, and that the higher technical/program management score earned by RSSC, combined with a risk and cost equivalency between the proposals, warranted award to that firm. The contract was awarded to RSSC on June 22 and, after its June 30 debriefing, Fluor Daniel filed its initial protest in our Office. The firm's supplemental protest followed its receipt of the agency report.

²Discriminators were positive or negative attributes that were not evident in the proposals of one or more of the other offerors, and therefore tended to differentiate one proposal from another in either a positive or negative manner.

TECHNICAL/PROGRAM MANAGEMENT PROPOSALS

Discussions

Fluor Daniel argues that a number of the weaknesses attributed to section A of its technical/program management proposal were first disclosed to the firm during its debriefing. As a result, the protester contends that it was deprived of meaningful discussions.

Agencies are required to conduct meaningful discussions with all competitive range offerors. Price Waterhouse, B-254492.2, Feb. 16, 1994, 94-1 CPD ¶ 168. For discussions to be meaningful, agencies must generally point out weaknesses, excesses, or deficiencies in proposals that require amplification or correction, and afford offerors an opportunity to revise their proposals to satisfy the government's requirements. Id. This does not mean that offerors are entitled to all-encompassing discussions or that an agency must "spoon-feed" an offeror as to each and every item that must be revised, added, deleted or otherwise addressed to improve a proposal; rather, an agency must only lead offerors into the areas of their proposals considered deficient. SeaSpace Corp., B-252476.2, June 14, 1993, 93-1 CPD ¶ 462. Agencies need not discuss every aspect of the proposal that receives less than the maximum score, Medland Controls, Inc., B-255204; B-255204.3, Feb. 17, 1994, 94-1 CPD ¶ 260, or identify relative weaknesses in a proposal that is technically acceptable but presents a relatively less desirable approach than others. SeaSpace Corp., supra. In this case, because the weaknesses in section A of Fluor Daniel's technical/program management proposal did not preclude award to the firm, and did not render Fluor Daniel's proposal deficient, we cannot conclude that the FAA was required to raise these weaknesses in discussions with Fluor Daniel.

It is undisputed that the FAA considered Fluor Daniel's proposal to be fully acceptable and to have fully satisfied the solicitation's requirements. Further, the documents specifically referred to by the SSO as those bearing upon his selection decision do not discuss any offeror's weaknesses. In fact, these weaknesses were of so little significance to the ultimate decision that they were not even mentioned in the SEB report, or the contracting officer's report to the SSO, which only listed the offerors' strengths and discriminators.³ In this incremental evaluation process, the last place that any weaknesses are addressed is the TET's final technical evaluation report. As discussed below, a review of this report and the underlying evaluation documents confirms that these weaknesses were not significant factors in the evaluation process or the selection decision.

³As noted above, RSSC's proposal received twice as many strengths and positive discriminators as Fluor Daniel's proposal, and Fluor Daniel's proposal had no negative discriminators.

For example, as to the three weaknesses at issue under site preparation--Fluor Daniel's discussion of ILS power systems, cable cuts, and topographic surveys--only one evaluator considered the first to be a weakness in the initial evaluation, and he deemed it minor. Although, during the BAFO evaluation, that same evaluator characterized the weakness as significant, and also made note of the other two weaknesses as significant, we do not believe that this one evaluator's adjectival assessment is controlling, given the contents of the SEB report, SSO report, and source selection document. Further, even if all of the raw points by which Fluor Daniel's BAFO was conceivably downgraded for these weaknesses were restored, its weighted score for both the site preparation area and the technical/program management proposal overall would change very little. We view this as additional evidence that these weaknesses were not significant in the evaluation and selection decision.

Next, the weaknesses identified under installation and test--Fluor Daniel's discussion of operational constraints during testing procedures and development of an installation procedure--were considered to be minor or moderate, and were noted by only one evaluator.⁴ Although most of these weaknesses were not noted until the BAFO evaluation, Fluor Daniel's installation and test raw score increased rather than decreased thereafter, which would not be expected if the weaknesses were significant. See Nat'l Academy of Conciliators, B-241529, Feb. 19, 1991, 91-1 CPD ¶ 181.

As a final matter, Fluor Daniel contends that the FAA failed to conduct meaningful discussions with the firm because the record contains inconsistencies as to the number of weaknesses attributed to the firm's proposal and because all of the weaknesses do not track back and forth throughout the process of the procurement.

⁴In a related matter, the FAA's notice to the firm, during discussions, that it had not fully addressed schedules or included sufficient time for completion of portions of the effort was sufficient to lead it to the weakness concerning its scheduling of leased communications circuits. See Medland Controls, Inc., *supra*. Similarly, Fluor Daniel's weaknesses concerning its proposal of a limited scenario under environmental remediation did not require discussion. The requirements for this work area are akin to a sample task requirement, wherein an offeror's response is the basis for evaluating its understanding of the requirements. Agencies are not obligated to point out deficiencies, let alone the mere weaknesses at issue here, in sample tasks, since to do so would defeat the primary purpose of the sample task scenario--to test the offeror's understanding. See Syscon Servs., Inc., 68 Comp. Gen. 698 (1989), 89-2 CPD ¶ 258; NDI Eng'g Co., B-245796, Jan. 27, 1992, 92-1 CPD ¶ 113. In any event, the evaluators considered Fluor Daniel's proposal to be acceptable in this regard, and only believed that its failure to select a more imaginative scenario precluded its receipt of additional credit. See Northern Virginia Serv. Corp., B-258036.2; B-258036.3, Jan. 23, 1995, 95-1 CPD ¶ 36.

However, the overriding concern in the evaluation process is that the final results accurately reflect the actual merits of the proposals, not that they be mechanically traceable back to the results initially given by the individual evaluators. See Dragon Servs., Inc., B-255354, Feb. 25, 1994, 94-1 CPD ¶ 151; The Cadmus Group, Inc., B-241372.3, Sept. 25, 1991, 91-2 CPD ¶ 271. It is the ultimate evaluation by the agency which is governed by the tests of rationality and consistency with the RFP evaluation criteria, not the assessment by lower-level evaluation teams or boards. See Contel Fed. Sys., 71 Comp. Gen. 11 (1991), 91-2 CPD ¶ 325. The evaluation of proposals here was a cumulative process during which the group leaders and the TET chairman reviewed individual evaluator findings to validate or reconcile opposing points of view; consolidate duplicate findings; arbitrate differences; and discard insubstantial findings. After receiving BAFOs, the individual evaluators prepared comparison sheets to identify changes in findings and scores from the initial evaluation, and, again, the group leaders and TET chairman reviewed these findings to consolidate duplicate weaknesses and to reconcile or explain opposing points of view for the preparation of the final TET report. In our view, the extremely detailed and notated record in this case belies Fluor Daniel's assertions of impropriety on the part of the FAA.

Evaluation of Fluor Daniel's Proposal

Fluor Daniel argues that eight weaknesses assigned to section A of its technical/program management proposal "do not exist," and that the FAA overlooked relevant information provided in its proposal.

We have already reviewed most of these weaknesses in the context of Fluor Daniel's allegation that it was deprived of meaningful discussions. As we stated there, these weaknesses were not significant factors in the evaluation process or the selection decision. Thus, even if we were to find that the agency improperly assessed these weaknesses, it is not clear that such a finding would have any effect on the selection decision. In any event, in considering such a protest, we examine the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. ESCO, Inc., 66 Comp. Gen. 404 (1987), 87-1 CPD ¶ 450. As the following examples of the weaknesses under the most important work area show, the FAA reasonably evaluated Fluor Daniel's proposal.⁵

In the section of Fluor Daniel's proposal devoted to ILS site preparation, the firm's list of typical tasks for a new ILS included the installation of uninterruptible power supply and power conditioning. The FAA believed the proposal improperly implied

⁵Since most of the allegations here have been fully rebutted by the agency, with no meaningful response from the protester, we see no purpose in discussing them further.

that these power systems are installed with Category I ILS systems. Fluor Daniel argues that the FAA should have known it was referring to a Category III ILS because the installation and test work area of its proposal referred to such an ILS. However, offerors were required to provide "pointers" between work areas whenever references in one work area also applied to another, and Fluor Daniel did not do so here. Offerors bear the burden for failing to submit an adequately written proposal, donald clark Assocs., B-253387, Sept. 15, 1993, 93-2 CPD ¶ 168, and contracting agencies are not obligated to go in search of needed information which the offeror has omitted or failed adequately to present.⁶ Telos Field Eng'g, B-251384, Mar. 26, 1993, 93-1 CPD ¶ 271.

The FAA also criticized Fluor Daniel's discussion of ILS site preparation because the firm did not mention the importance of topographic surveys in ILS site preparation. While Fluor Daniel's proposal did include the phrase "topographic surveys," the evaluator's concern lay in the firm's failure to discuss the importance of topographic surveys to ILS site preparation.

Finally, Fluor Daniel's discussion of site preparation for communications facilities included its approach to minimizing disruptions in these facilities. The FAA criticized the firm for failing to mention the potential disruptions from cable cuts because they were a "possibility of communication facility site preparation work on airports." While the protester argues that it did mention these potential disruptions, the passages to which it points do not clearly refer to field cables at airports, the subject at issue. We also reject Fluor Daniel's contention that a reference to cable cuts in the ILS section of its proposal was sufficient to allay the agency's concern. This weakness is specifically identified with voice communications facilities, not ILS facilities.

In a related argument, Fluor Daniel contends that the FAA arbitrarily lowered its scores for the site preparation work area between the initial proposal and the BAFO. In our view, the FAA has adequately explained its evaluation here. The evaluator at issue was the group leader for this work area. During the evaluation of initial proposals, his written comments were not factored into the proposal scoring, but, during the BAFO evaluation, he became an evaluator as well, with proposal scoring responsibilities. That he was more critical of Fluor Daniel's proposal than other evaluators were does not make the evaluation arbitrary.

⁶Similarly, Fluor Daniel's insistence, in the context of its scheduling and quality control weakness, that it was not required to provide "pointers" within work areas, only between them, is unpersuasive. The fact that it was told to cross-reference between work areas does not imply, by omission, that it need not cross-reference within a work area where appropriate.

Evaluation of RSSC's Proposal

Fluor Daniel argues that the FAA improperly evaluated RSSC's business management proposal under the staffing plan consideration.

The evaluation of the staffing plan included four areas: ability to provide personnel; recruitment program; overall qualification and experience levels of work force; and qualifications, including education and experience levels, of proposed personnel. In its review of the last area, the FAA noted that 34 of the 456 non-key personnel proposed by RSSC did not meet at least one of the basic requirements specified in the solicitation--19 lacked an educational requirement, 11 did not meet the minimum experience requirements, 3 lacked both education and experience, and 1 lacked specific project management experience. As a result, RSSC was assessed both a weakness under this consideration and a low risk under the risk assessment analysis. This concern also represented the sole negative discriminator identified in RSSC's technical/program management proposal. In contrast, Fluor Daniel proposed two unqualified non-key personnel and was assigned a strength under this consideration, as well as a positive discriminator overall.

Fluor Daniel argues that the evaluation must be arbitrary because, despite the distinction between the two proposals in terms of the number of unqualified non-key personnel proposed, both received similar point scores in this area. However, when technical proposals are point scored, the closeness of the scores does not necessarily indicate that the proposals are essentially equal. See Integrity Private Sec. Servs., Inc., B-254513, Oct. 25, 1993, 93-2 CPD ¶ 249. Fluor Daniel fails to consider other variables within the scope of this area, such as the fact that additional points were given for higher educational and experience levels. In addition, Fluor Daniel was assessed a positive discriminator here, and RSSC was not. On the whole, Fluor Daniel has not provided us any reason to find this evaluation unreasonable.⁷ See McDonnell Douglas Corp., B-259694.2; B-259694.3, June 16, 1995, 95-2 CPD ¶ 51.

⁷Fluor Daniel's allegation that the source selection decision was based upon insufficient information is baseless, since the SSO was provided with the SSO briefing charts; final technical/program management evaluation, risk evaluation, cost evaluation, and business management evaluation reports; SSO report; section M of the RFP; and the source selection plan prior to making his decision. Further, given the SSO's access to these detailed documents, we reject Fluor Daniel's assertion that his reference to the offerors' point scores means that his decision was based solely on those scores.

COST REALISM ANALYSIS

Fluor Daniel argues that the FAA's cost realism analysis of Raytheon's proposal improperly failed to consider the cost impact of Raytheon's proposal of 34 non-key personnel who did not meet all of the RFP's minimum requirements, as discussed above. The protester contends that the FAA should have considered that qualified personnel cost more than unqualified personnel, and that the actual cost difference between the offers may be greater than reflected in the cost realism analysis.

When agencies evaluate proposals for the award of a cost reimbursement contract, an offeror's proposed estimated costs are not dispositive because, regardless of the costs proposed, the government is bound to pay the contractor its actual and allowable costs. Federal Acquisition Regulation (FAR) § 15.605(d). Consequently, a cost realism analysis must be performed by the agency to determine the extent to which an offeror's proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. CACI, Inc.--Fed., 64 Comp. Gen. 71 (1984), 84-2 CPD ¶ 542. Because the contracting agency is in the best position to make this cost realism determination, our review of an agency's exercise of judgment in this area is limited to determining whether the agency's cost evaluation was reasonably based and not arbitrary. General Research Corp., 70 Comp. Gen. 279 (1991), 91-1 CPD ¶ 183, aff'd, American Management Sys., Inc.; Dept. of the Army--Recon., 70 Comp. Gen. 510 (1991), 91-1 CPD ¶ 492; Grey Advertising, Inc., 55 Comp. Gen. 1111 (1976), 76-1 CPD ¶ 325.

The FAA explains that, for many labor categories, the minimum requirements included both general experience in specialized skill areas and specialized experience related to the particular skill category, and that many of the individuals who failed to meet the minimum experience requirements had more than the required number of years of experience, but less than the required general experience. In all likelihood, the FAA asserts, the actual labor rates proposed were higher, rather than lower, than the actual costs of personnel who only met the minimum requirements but had less specialized experience--any cost adjustment would have been downward, rather than upward.

While Fluor Daniel discounts this explanation as an "after-the-fact" rationalization, we consider the entire record, including statements and arguments made in response to a protest, in determining whether an agency's decision is supportable. Dyncorp, 71 Comp. Gen. 129 (1991), 91-2 CPD ¶ 575. We have no reason to dispute the FAA's view that the cost of minimally acceptable personnel would not differ significantly from the cost of the personnel proposed by RSSC, or that it would be less than that cost. Further, while Fluor Daniel's protest set forth a methodology under which RSSC's evaluated costs should be adjusted upward by \$5 million, the FAA's cogent criticisms of that methodology's assumptions have not been specifically answered by the protester. In any event, even if RSSC's evaluated cost were adjusted upward by \$5 million, the difference between the offerors' evaluated

costs would be less than 1.5 percent of the value of the procurement. Given the technical advantages of RSSC's proposal, evaluated as having twice as many strengths and positive discriminators as Fluor Daniel's proposal, we cannot conclude that such a difference would be significant.⁸

BUSINESS MANAGEMENT PROPOSALS

Fluor Daniel argues that the relevant experience/past performance factor applied in evaluating business management proposals is a definitive responsibility criterion which RSSC did not meet because the relevant experience/past performance it described was not its own, but that of the firm's parent and affiliated companies. Fluor Daniel argues that the FAA should have rated Raytheon unacceptable under this consideration or, at the least, assessed it a risk.

The requirement at issue is as follows:

"The offeror's Relevant Experience/Past Performance will be evaluated to assess how well the offeror has performed on past contracts of a similar nature and magnitude as the [initial contract]. Evaluation criteria are equal in importance and will consist of

- a. Related corporate and technical experience on contracts of a similar nature, magnitude, and complexity;
- b. Demonstrated ability to meet schedule and cost constraints;
- c. Demonstrated ability to achieve program objectives;
- d. Quality of services delivered on past efforts; and
- e. Inputs with respect to the offeror's schedule, cost, and quality performance on past contracts obtained from outside sources (i.e., Government and industry points of contact) familiar with the offeror's past efforts."

Definitive responsibility criteria are specific and objective standards established by an agency for use in a particular procurement for the measurement of an offeror's ability to perform the contract. These special standards of responsibility limit the class of offerors to those meeting specified qualitative and quantitative qualifications necessary for adequate contract performance, e.g., unusual expertise or specialized facilities. FAR § 9.104-2; Topley Realty Co., 65 Comp. Gen. 510 (1986), 86-1 CPD ¶ 398; Tutor-Saliba Corp., Perini Corp., Buckley & Co., Inc., and O & G Indus. Inc., A

⁸Given our conclusions here, we decline to consider Fluor Daniel's argument that the FAA should have given Raytheon's proposal a risk, under the risk assessment analysis, not only for the technical impact of these unqualified personnel, but for the cost impact.

Joint Venture, B-255756, Mar. 29, 1994, 94-1 CPD ¶ 223.

The requirement at issue here is not a definitive responsibility criterion. It contains no specified qualitative or quantitative qualifications and, moreover, does not even require an offeror to possess the experience described. Fluor Daniel's argument that the requirement is a definitive responsibility criterion because it calls for an evaluation of experience "separate from the technical evaluation" not only overlooks the absence of these qualifications but fails to recognize that the technical, or non-cost, considerations here were broken out into the technical/program management and business management volumes. See, e.g., Laidlaw Envtl. Servs., Inc., B-256346, June 14, 1994, 94-1 CPD ¶ 365; Noslot Cleaning Servs., Inc., B-251264, Mar. 18, 1993, 93-1 CPD ¶ 243; Rolen-Rolen-Roberts Int'l; Rathe Prods., Inc./Design Prod., Inc., B-218424 et al., Aug. 1, 1985, 85-2 CPD ¶ 113.

To the extent that Fluor Daniel challenges the evaluation itself, we have no reason to find the FAA's consideration of the experience of RSSC's parent corporation improper. The RFP does not require that the relevant experience/past performance of the offeror be restricted to that offeror. Cf. Tutor-Saliba Corp., Perini Corp., Buckley & Co., Inc., and O & G Indus. Inc., A Joint Venture, supra. Moreover, RSSC's proposal specifically states that it is a wholly owned subsidiary of Raytheon Service Company, the incumbent contractor here, and that each shares the same top management and many of the support functions. The record also shows that Raytheon will act as an "interdivisional" to RSSC on this contract, and will provide mainly management effort. Where the experience of an affiliated corporation is clearly related to an offeror's proposed contract performance, it may be reasonable for an agency to give credit for the affiliate's related experience. See Contract Servs. Co., Inc., B-246604.2 et al., June 11, 1992, 92-1 CPD ¶ 508. Given the relationship between RSSC and Raytheon described in RSSC's proposal, as well as Raytheon's proposed participation in this effort, we cannot conclude that it was unreasonable for the agency to consider Raytheon's experience in its evaluation. In any event, even if Raytheon's experience had not been considered, there is no reason to believe that RSSC's business management proposal would have been rated unacceptable under this factor or assessed a risk, given the unchallenged experience possessed by its proposed subcontractors.⁹ Fluor Daniel's argument to the contrary amounts to a mere disagreement with the agency's evaluation. See Laidlaw Environmental Servs., Inc., supra.

⁹In its supplemental comments, Fluor Daniel cobbles together bits and pieces of prior GAO decisions to cast aspersions upon RSSC's past performance record. However, since Fluor Daniel was on notice of these publicly available details at the time it filed its supplemental protest, but did not raise them in any detail until it filed its supplemental comments, they are untimely and will not be considered. Management Sys. Applications, Inc., B-259628; B-259628.2, Apr. 13, 1995, 95-1 CPD ¶ 216.

The protests are denied.

Comptroller General
of the United States