

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

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**FILE:** B-199392.3; B-199392.4 **DATE:** August 8, 1983**MATTER OF:**Gould Defense Systems, Inc.; Collins  
Telecommunications Products Division,  
Rockwell International Corporation**DIGEST:**

1. A protester fails to prove that the proposal evaluation process was biased toward one offeror where the protester's allegations are unfounded and the record reasonably supports the agency's technical judgment.
2. A protester that submits evidence with its protest to show that its proposal exceeded the agency's minimum requirements does not thereby prove that the agency's technical evaluation was unreasonable where the protester merely offered to comply with the minimum requirements.
3. A contracting officer's determination to place an offeror's proposal within the competitive range is not shown to be unreasonable simply because the offeror's 42 percent price reduction in its best and final offer did not result in contract award.
4. In determining the reasonableness of an award under a negotiated procurement where technical factors are more important than price, the question is not whether the selected proposal represents a technological breakthrough justifying payment of a higher price but whether the source selection reflects a reasonable judgment that the greater technical merit of the selected proposal outweighs its higher costs.
5. An offeror's cumulative pricing of option-year quantities is not shown either to violate the solicitation or to be prejudicial where the total cost to the Government is easily ascertainable under that method.

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6. An agency's technical evaluation attributing weaknesses to a proposal is not shown to be unreasonable where the solicitation seeks "off-the-shelf" or slightly modifiable equipment and the proposal offers equipment in development.
7. Where a proposal is considered to be acceptable and within the competitive range, the purchasing agency is under no obligation to discuss every aspect of the proposal receiving less than maximum score.
8. The numerical scoring of a technical proposal that excludes consideration of offered increased levels of reliability for optional equipment quantities under a warranty option is not shown to be unreasonable since the nature of the warranty option generally limited its precise measurement in the technical evaluation.
9. Where the protester and the agency disagree concerning whether an issue was raised during a debriefing, and the agency submits evidence to support its position, GAO will accept the agency's position that the issue was discussed. Thus, a protest that is filed more than 10 days after the debriefing is untimely.

Gould Defense Systems, Inc. and Collins Telecommunications Products Division, Rockwell International Corporation, protest the award of a contract to King Radio Corporation for high frequency ground and airborne radios under request for proposals No. DAAK80-80-Q-1775 issued by the Department of the Army. Gould asserts that the technical evaluation team and the contracting officer were biased in favor of King's proposal. Both Gould and Rockwell challenge the Army's technical evaluation of their proposals. Rockwell also alleges that King improperly priced its proposal for the option years.

We deny Gould's protest. We deny Rockwell's protest in part and dismiss it in part.

I. Background

The Army initiated this procurement under its Non-Developmental Item Program, through which the agency purchases "off-the-shelf" or slightly modifiable commercial items to meet agency needs, thereby alleviating the need for technical development by the commercial source or the Army.

The radios sought were part of a communications network for tactical helicopters. Twenty aircraft radios, 10 ground radios, and four special test equipment units were to be purchased in the first year of the firm fixed-price contract, with four 1-year options for maximum quantities totaling 2,724 aircraft radios, 170 ground radios, and 50 special equipment units.

The solicitation described the "non-developmental item" concept and stated that the contractor was expected to participate in a full equipment qualification test program within 8 months after contract award. The minimum technical requirements for each piece of equipment sought were set forth in a lengthy functional purchase description in the solicitation.

Section D of the solicitation specified the scheme for evaluation of proposals, emphasizing that evaluation would be based on a proposal's written content but that a product demonstration would be used to verify the consistency of the written proposal with the product used. That section also provided that award would be made to the offeror with the proposal representing the best overall value to the Government. The three evaluation factors for award and their weights were set forth as follows: the technical factor was weighted twice the weight of the price and management factors combined, while the price factor was worth four times the management factor. The proposals deemed acceptable based on the technical and management factors, section D stated, would be subjected to a best value analysis based on price and the priority technical requirements of reliability, weight, schedule, size and power consumption. Best overall value, section D continued, would be determined by evaluating and rating each offeror's technical and price proposals and thereafter multiplying each rating by the relative weights of the technical and price factors respectively. The sum of the resulting figures would constitute a particular proposal's overall rating.

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Three proposals were received and evaluated by a technical evaluation team (TET). After product demonstrations, the TET found each proposal technically acceptable and numerically scored only the airborne radio portion of the proposal for the priority technical requirements, giving King a rating of +0.55, Rockwell a rating of +0.45, and Gould a rating of -1.00.<sup>1</sup>

The contracting officer thereafter conducted technical negotiations and requested the submission of best and final offers. Both King and Rockwell made minor technical changes in their final offers. The three firms submitted the following final prices for the base and 4 option years: Gould, \$31,656,311; King, \$32,294,254; and Rockwell, \$36,192,273. The contracting officer rated the three prices as follows: Gould, +15; King, +.09; and Rockwell, -.24.

The contracting officer again requested the TET's evaluation of technical proposals and, as a result of that evaluation, King's and Rockwell's technical ratings were readjusted to +0.54 and +0.46 respectively, while Gould's rating remained the same. The contracting officer then determined best overall value under the procedure set forth in section D of the solicitation, arriving at the following overall ratings: King +3.06; Rockwell +1.34; and Gould -4.40.

Gould, apparently aware that the Army intended to award the contract to King, filed a protest with this Office. The contracting officer subsequently awarded the contract notwithstanding the protest and Rockwell thereafter filed its protest.

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<sup>1</sup>The Army advises that the ratings were calculated as follows: (1) every proposal was assigned points for each priority technical requirement depending on the degree to which the proposal exceeded each of the specified minimum requirements; (2) the total points for all three proposals were then added together and divided by three to establish a mean; and (3) every proposal's total points were converted to a plus or minus figure representing those points' deviation above or below the mean.

## II. Gould's Protest

Gould's main contention is directed toward alleged bias in the technical evaluation of King's proposal. Specifically, Gould asserts that it understands that initial technical proposals were rated equal but that after the submission of best and final offers, the TET was "driven" to rank King's proposal as superior. In addition, Gould argues that King was guided during negotiations as to how that firm's technical proposal could be improved while Gould was merely asked to clarify certain portions of its proposal. As evidence that its initial technical proposal was ranked equal to King's, Gould cites the fact that both proposals were placed within the competitive range. Gould also alleges that the contracting officer informed offerors that award would be based on price competition, thus implying that proposals were technically equal. Therefore, Gould believes that, since it reduced its initial price by 42 percent in its best and final offer without changing its technical proposal, award should have been made to Gould.

The critical test for determining bias in the evaluation of a proposal is whether all offerors in the competition were treated fairly and equally. Development Associates, Inc., B-205380, July 12, 1982, 82-2 CPD 37. The protester has the burden of affirmatively proving its case. A.R.F. Products, Inc., 56 Comp. Gen. 201 (1976), 76-2 CPD 541. We have examined the record in this case and find no evidence that the evaluation and negotiation process was biased.

Gould's assumption that its proposal must have been technically equal to King's since they were both within the competitive range is incorrect. The standard for placing proposals within the competitive range is not technical equality but whether each particular proposal, in light of trade-offs that may be made between technical factors and price among proposals submitted, has a reasonable chance of being selected for award. See Defense Acquisition Regulation (DAR) § 3-805.2(a) (1976 ed.). Thus, any inferences Gould draws from that assumption alone are unfounded.

In addition, the record clearly shows that the TET did not consider Gould's initial technical proposal technically equal to King's proposal and that King's proposal was consistently rated superior to those of both Rockwell and Gould throughout the procurement. Specifically, Gould's technical proposal for the airborne radio was scored substantially below that of King for the following reasons:

1. Gould's written proposal merely offered to comply with the minimum performance levels under each of the five priority technical requirements while King's offered to exceed the minimum levels for three of those requirements;
2. in the TET's view, product demonstrations verified that Gould's airborne radio would perform close to minimum levels while the demonstration of King's radio supported the higher performance levels offered by that firm; and
3. Gould's proposal required a total repackaging effort since it was not based on a similar item then in production while King's offer was based on a radio with state-of-the-art features then in full-scale production.

Based on the record, then, Gould's allegations that the TET was "driven" to rank King's final offer as superior and that King was "guided" during negotiations are unfounded.

To the extent Gould may imply that the Army misled it during negotiations into believing that award would be based solely on price, we find no support for this allegation in the record. Gould alleges that the contracting officer told the firm that he did not intend to conduct a preaward field pricing audit under DAR § 3-801.5(b)(1), and infers from that statement that the award was to be based only on price competition. That regulation, however, does not state that price will be determinative when there

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will not be a field audit. The regulation only states that such an audit is not required when information available to the contracting officer is considered adequate to determine the reasonableness of the proposed contract price. In any event, the Army denies that it implied award would be based on price and since Gould has not presented any evidence on its behalf in support of its suppositions, we have no basis to conclude that Gould's inference is correct. See PSI Associates, Inc., B-200839, May 19, 1981, 81-1 CPD 382.

Gould also challenges the TET's evaluation of its proposal by arguing that its airborne radio exceeded the minimum technical requirements for weight, size, reliability, and power consumption. While Gould submits figures with its protest showing the degree to which its airborne radio exceeded those requirements, it is significant that Gould did not specify those figures in its proposal but merely offered to comply with the solicitation's minimum requirements. The solicitation clearly notified offerors that evaluation would be based on the written proposal. Clearly, then, the TET followed the solicitation's guidelines in evaluating Gould's proposal based on the firm's written offer to meet, but not to exceed, the priority technical factors. Thus, we do not find the evaluation to be unreasonable.

Gould argues that the contracting officer should not have placed the firm's proposal within the competitive range if the firm's initial technical proposal was considered so deficient that a 42 percent price reduction by Gould in its best and final offer did not outweigh the deficiencies. The Army asserts that it was reasonable to include Gould within the competitive range.

In determining the competitive range, a contracting officer may include proposals with a variety of technical rankings where he reasonably believes the relative advantage of technical superiority over price may change based on best and final offers. See KET, Inc.--Request for Reconsideration, B-190983, January 12, 1981, 81-1 CPD 17. Under the evaluation scheme set forth in the solicitation here, Gould's initial proposal was not considered technically deficient, that is, unacceptable, but was deemed only to be less desirable in relation to King's and Rockwell's. Thus, while King's initial technical proposal for the airborne radio was rated higher than Gould's, a

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change by either firm in price or technical approach might have changed the relative standings of all three offerors. The fact that Gould's substantial price revision did not actually result in the firm's proposal being selected does not render the contracting officer's competitive range determination unreasonable. In any event, the relevant question here is whether the award selection was properly made. We find no reason to question the selection merely because Gould's proposal was included in the competitive range.

Gould contends that, since all proposals met the minimum technical requirements and none represented a major technological breakthrough, award should have been based on the lowest price. We disagree. In a negotiated procurement, a selection official has the discretion to select a highly rated technical proposal instead of a lower rated, lower cost proposal if doing so is in the best interest of the Government. See Riggins & Williamson Machine Company, Incorporated, et al., 54 Comp. Gen. 783 (1975), 75-1 CPD 168. We will not disturb the exercise of that discretion so long as the trade-offs among evaluation factors are reasonable and consistent with the evaluation criteria. Holmes and Narver, Inc., B-206138, January 11, 1983, 83-1 CPD 27. In determining the reasonableness of an award under a solicitation where technical factors are more important than price, we look not to whether the selected proposal represents a technological breakthrough justifying payment of a higher price but whether the official's source selection reflects a reasonable judgment that the greater technical merit of the selected proposal outweighs its higher costs. See Grey Advertising, Inc., 55 Comp. Gen. 1111 (1976), 76-1 CPD 325. Measured by this standard, we find the Army's selection of King to be legally unobjectionable.

King's technical proposal for the airborne radio substantially outdistanced Gould's in three of the five priority technical factors, the most important evaluation factors under the solicitation. The record documents, and Gould has not seriously challenged, the TET's technical evaluation of the firm's proposal. In our opinion, the contracting officer's conclusion that the technical advantages of King's proposal outweighed the additional cost was reasonable and consistent with the evaluation criteria.

Gould's protest is denied.

III. Rockwell's Protest

Rockwell challenges King's method of cumulatively pricing the option-year quantities and believes that the method did not comport with the terms of the solicitation. The Army counters that, while the cumulative pricing method used by King did not "represent the usual format used by Government contractors," the method, while not expressly invited, was permissible under the solicitation. We agree with the Army.

The solicitation established the following scheme for pricing the option-year quantities of the airborne radios:

<u>Range</u>	<u>From</u>	<u>To</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A	1	100	-----	-----	-----	-----
B	101	200	-----	-----	-----	-----
C	201	300	-----	-----	-----	-----
D	301	400	-----	-----	-----	-----

The contract awarded King priced the option-year quantities for contract sub-line item number 0021AA (airborne radios) as follows:

<u>Range</u>	<u>From</u>	<u>To</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A	1	100	-----	-----	\$14,495.68	\$1,449,568
B	101	200	-----	-----	11,297.64	1,129,764
C	201	300	-----	-----	11,177.66	1,117,766
D	301	400	-----	-----	11,056.11	1,105,611
E	401	500	-----	-----	10,999.08	1,099,908
F	501	600	-----	-----	10,978.57	1,097,857
G	601	628	-----	-----	10,975.82	307,323

Rockwell believes that the solicitation required offerors to state a single unit price for the total number of radios at each range level (for instance, one price for quantities 1-300 for range C) and that the award of a contract to King that included a separate unit price for each increment was inconsistent with the solicitation. We disagree.

In our view, nothing in the solicitation expressly prohibited the pricing method used by King. Even if we agreed with Rockwell, however, that the solicitation

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contemplated pricing only in the manner cited by Rockwell, King's deviation was clearly one of form and not substance. Under King's method, the total cost to the Government for any increment, as well as each unit price, was clearly ascertainable. For example, the total price of 210 radios was the sum of ranges A and B plus \$111,776.60 (10 X \$11,177.66). Thus, while Rockwell believes that both it and the Government were prejudiced by King's use of cumulative pricing, we find no evidence of prejudice here. We conclude therefore that this portion of Rockwell's protest is without legal merit.

Rockwell also argues on various grounds that the Army improperly evaluated the firm's technical proposal for the airborne radio. First, Rockwell believes that the Army arbitrarily penalized the firm by increasing the weight, size, and power consumption Rockwell set forth in its proposal for the firm's proposed radio. In Rockwell's opinion, the Army failed to evaluate those technical factors correctly in light of the existing hardware discussed in the firm's proposal. The advances represented by that hardware, Rockwell asserts, clearly demonstrated that the weight, size, and power consumption set forth were achievable.

The Army argues that its technical evaluation was sound. The Army emphasizes that Rockwell did not offer an "off-the-shelf" or slightly modifiable radio as required by the solicitation, but rather proposed to develop a new radio in part by adapting various components of different existing Rockwell systems. At the product demonstration, the Army continues, Rockwell merely demonstrated those components without identifying any single system as the base equipment, causing the TET unanimously to question the soundness of Rockwell's technical approach and the firm's ability to meet the critical delivery schedule of 8 months between contract award and initial product testing. Instead of determining that Rockwell could not meet the schedule, which the Army asserts would have rendered the firm's proposal technically unacceptable, the TET made a judgment as to what Rockwell could accomplish within the time-frame. In that regard, the Army notes, the TET agreed that Rockwell would have to rely very heavily on existing designs and modules, leading to more weight, size, and power consumption than that proposed. Under these circumstances, the Army concludes, the TET's conclusion that Rockwell could accomplish only a portion of what it proposed was reasonable. We agree.

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The Army evaluated Rockwell's technical proposal for weight, size, and power consumption as follows:

<u>Functional Purchase Description</u>  (minimum <u>requirements</u> )	<u>Rockwell Proposal</u>	<u>Army Evaluation</u>
50 lbs.	21.9 lbs	32 lbs.
1400 cu. in.	918 cu. in.	1200 cu. in.
800 w.	437 w.	450 w.

In doing so, the Army reasoned that:

1. a 10-lb. weight uncertainty factor should be added based on the engineering efforts required to develop the new control unit and to repackage the system, the first article risks associated with acceptance of a totally new product, and possible contractor trade-offs that might be necessary to meet the delivery schedule;
2. a 282 cu. in. size uncertainty factor should be added due to the possible need for certain shielding, and because the contract delivery schedule might result in reliance upon the existing product line, thereby increasing volume; and,
3. a 13w. power consumption uncertainty factor should be added because the product had not been assembled and tested.

To challenge the TET's conclusion for each technical factor, Rockwell recites the advances of the various existing systems the firm proposed to draw upon in developing the airborne radio, which the firm believes clearly illustrates that its proposal was feasible. We believe, however, that Rockwell's argument ignores the central issue. The question here is not whether Rockwell was capable of developing the radio but whether it could

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produce the radio within the critical time constraints. Rockwell's proposal was not based on a single existing system, so that in performing the technical evaluation, the TET had to rely heavily on its own best judgment since the provisions of Rockwell's technical proposal could not be verified through the product demonstration. We have recognized that the failure of an offeror to propose a readily producible end product may be considered a design weakness. Lockheed Propulsion Company; Thiokol Corporation, 53 Comp. Gen. 977, 1036 (1974), 74-1 CPD 339 at p. 79. In our opinion, Rockwell's radio was not the readily producible item called for by the solicitation and we thus believe that the TET did not act unreasonably in attributing weaknesses to the firm's proposal on that basis. We also find nothing in the record to indicate that the increases made to the three technical requirements were unreasonable.

Rockwell asserts that, if its proposal was so deficient, the Army should have pointed those deficiencies out to the firm during negotiations. Rockwell alleges that the Army failed to do so and that the firm therefore was deprived of the meaningful discussions to which it was entitled under DAR § 3-805.3(a) and our cases.

The Army admits that it did not discuss the weight, size and power consumption weaknesses of Rockwell's proposal during negotiations. The Army argues, however, that since the proposal was deemed to meet the solicitation's minimum requirements, the agency was under no obligation to discuss with Rockwell every aspect of its proposal that received less than the maximum score. In addition, the Army states that Rockwell should have been on notice concerning the TET's misgivings since the firm was questioned during the 3-1/2 hour product demonstration concerning the degree of modification required to redesign the various Rockwell systems.

DAR § 3-805.3(a) requires that oral or written discussions be held with all offerors in a competitive range, and we have recognized that this mandate can only be satisfied by discussions that are meaningful. Union Carbide Corporation, 55 Comp. Gen. 802 (1976), 76-1 CPD 134. We have specifically rejected the notion, however, that agencies are obligated under that regulation to afford all-encompassing negotiations. The content and

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extent of meaningful discussions in a given case are a matter of judgment primarily for determination by the agency involved and that determination is not subject to question by this Office unless it is clearly without a reasonable basis. Information Network Systems, B-208009, March 17, 1983, 83-1 CPD 272. Where a proposal is considered to be acceptable and in the competitive range, the agency is under no obligation to discuss every aspect of the proposal receiving less than the maximum score. Planning Research Corporation, B-205161, February 5, 1982, 82-1 CPD 98.

Here, Rockwell's technical proposal for the airborne radio was not determined to be deficient; the TET clearly considered it to be technically acceptable. The particular weaknesses attributed to Rockwell's proposal represented the TET's uncertainties concerning Rockwell's whole approach to the procurement, which apparently were discussed during the product demonstration and stemmed from the firm's failure to propose a radio with baseline performance and characteristics that could be verified as required by the solicitation. There is nothing in the record to indicate that any offeror was accorded more detailed discussions than those accorded Rockwell. Under these circumstances, we are unable to conclude that the Army was obliged to discuss the details of its technical evaluation with Rockwell.

Rockwell believes, however, that the Army may have unfairly discussed King's technical proposal in greater detail with that firm during negotiations since the Army stated in its report that King agreed to be bound under the contract by the weight, size and power consumption the firm proposed for the airborne radio under the priority technical requirements, and not by the generally less stringent Army minimum requirements. Our examination of King's proposal demonstrates that King specifically offered that commitment in its initial proposal. Rockwell's position on this matter thus is without merit.

Rockwell also challenges the technical evaluation by arguing that the solicitation required the Army, in evaluating the firm's proposal for compliance with the reliability factor, to consider Rockwell's commitment to 600-1500 hours mean time between failure (MTBF) for the option quantities under the reliability improvement warranty (RIW)

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portion of the solicitation.<sup>2</sup> Instead, Rockwell continues, the Army "totally ignored" that commitment, relying merely upon Rockwell's assurances that it would comply with the minimum 500 hours MTBF for preproduction testing set forth in the solicitation's functional purchase description. Rockwell concludes that the Army should have either weighed the RIW-MTBF in the numerical scoring or notified offerors that it would not be scored.

The Army maintains that it properly evaluated Rockwell's technical proposal concerning the reliability factor. First, the Army notes that it did evaluate the warranty for purposes of determining minimum technical acceptability. In addition, the Army points out that the RIW was only a priced option applicable to future deliveries of optional hardware purchases and thus could not be used as a firm measurement of an offeror's technical capability in that regard. The Army also notes that coverage under the warranty was based upon a complex reporting procedure of the field reliability of the equipment, and not the controlled laboratory reliability analysis to which the initial hardware purchases would be subjected. For those reasons, the Army believed, it was only the reliability proposed for the initial contract quantities that could be evaluated against the minimum specified in the solicitation.

We are not persuaded here that the Army improperly evaluated Rockwell's technical proposal in light of the solicitation's reliability requirement. In this connection, we note that all of the offerors proposed an MTBF under the functional purchase description of 500 hours, the minimum required, and all were evaluated on that basis.

In our view, the nature of the RIW limited its role in the technical evaluation in several respects. First, the RIW was an optional provision that might not be exercised and that was applicable to optional equipment that

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<sup>2</sup>The RIW was applicable to the option-year quantities and generally sought to invite an improved level of field reliability and to allocate equipment replacement costs and penalties when that level was not met. Under the warranty, an offeror could propose to increase reliability over the 4-year option period.

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might not be purchased. Second, the RIW-MTBF did not lend itself to precise measurement of technical ability during proposal evaluation since it depended upon uncontrolled factors in the field. We cannot conclude that the Army's evaluation based only on the initial quantities was unreasonable.

Rockwell asserts that it would have lowered its price had it known that the RIW would not be weighed in the technical evaluation. Even if the RIW could have been weighed, however, Rockwell's price was \$4 million above King's, and thus would have to have been substantially reduced to favor the firm's proposal under the best value analysis formula. We believe that any evidence of price reduction submitted by Rockwell at this point would be self-serving and speculative.

Finally, Rockwell contends that the Army erred in failing to perform a best value analysis of, that is, rate numerically, the firm's technical proposal for the ground radio. Since in Rockwell's view the solicitation established technical requirements for both the airborne and ground radios, and stated that a best value analysis of technical proposals would be performed in light of those requirements, Rockwell believes that the Army should have numerically scored the ground radio portion of its proposal.

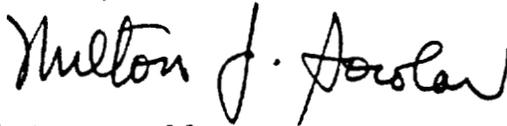
The Army argues that this portion of Rockwell's protest is untimely. We agree with the Army's procedural argument.

Our Bid Protest Procedures require that protests be filed not later than 10 working days after the basis for the protest is known or should have been known, whichever is earlier. 4 C.F.R. § 21.2(b)(2) (1983). The Army asserts that Rockwell was informed of this matter during a debriefing and submits on its behalf the contracting officer's notes taken during the debriefing. The Army concludes that, since the firm did not file with this Office the letter raising the matter until 15 days after the debriefing, this portion of Rockwell's protest is untimely. Rockwell, on the other hand, alleges that the letter was timely filed since Rockwell did not discover from the contracting officer until after the debriefing that the Army had not performed a best value analysis on the ground radio.

We have held that where the only evidence concerning a disputed question of fact consists of contradictory assertions by the protester and the agency, the protester has failed to meet its burden of affirmatively proving its case. Essex Electro Engineers, Inc., B-206012.3, October 4, 1982, 82-2 CPD 307. We have reached the same conclusion where, as here, the protester and the agency disagree regarding whether a matter was raised during a debriefing and the protester presents no evidence to support its position. Nielsen, Maxwell & Wangsgard, 61 Comp. Gen. 370 (1982), 82-1 CPD 381. In this case, then, we accept the Army's position, which is supported by the contracting officer's contemporaneous notes. Rockwell therefore should have known the basis of this portion from the time of the debriefing and, since the firm did not protest until 15 days after the debriefing, this portion of its protest is untimely and will not be considered on the merits.

We note, however, that the Army has responded to Rockwell's substantive argument. The Army first states that certain technical aspects of the ground radio were indirectly taken into account in the best value analysis because there was some commonality of parts between the ground and airborne radios. In addition, the Army asserts that it would have been improper to give significant weight to the ground radio portion of any proposal since that portion represented only a small percent of the total acquisition. Finally, the Army believes that it should have been evident to any offeror that the technical factors that formed the basis for the best value analysis were substantially more critical for military aircraft of the size concerned than for the ground vehicles.

Rockwell's protest is denied in part and dismissed in part.

for   
Comptroller General  
of the United States