



Comptroller General
of the United States

502259

Washington, D.C. 20548

Decision

Matter of: Northrop Worldwide Aircraft Services, Inc.

File: B-262181.2

Date: September 26, 1995

DECISION

Northrop Worldwide Aircraft Services, Inc. protests the award of a contract to Loral Training and Technical Services under request for proposals (RFP) No. F26600-94-R0172, issued by the Department of the Air Force for the operation and maintenance of electronic threats and targets on the U.S. Air Force Weapons and Tactics Center Range Complex at Nellis Air Force Base, Nevada. Northrop challenges as unreasonable the agency's evaluation of the firm's past performance.

We dismiss the protest as untimely.

Proposals submitted under this solicitation, including those of Loral and Northrop, were evaluated with respect to technical merit, current and past performance, and cost, and award was made to Loral on June 30, 1995. At Northrop's July 13 debriefing, the firm was informed of its ratings under each evaluation factor, and provided a summary description of the rationale behind the ratings. Among other things, Northrop was told that it was rated "acceptable, with moderate performance risk," under the current and past performance evaluation factor. The contract specialist's memorandum for the record of the debriefing indicates that, at that debriefing, Northrop asked, "What contract(s) resulted in the moderate risk in past performance?" and was told, "Redstone and Joint [STARS]."¹

On July 27, Northrop filed its initial protest in this Office, challenging the Air Force's evaluation of its proposal under the technical merit factor, as well as its conduct of discussions with regard to that factor. It did not object to any aspect of the agency's evaluation of the firm's proposal under the current and past performance factor.

¹This is an acronym for the Joint Surveillance Target Attack Radar System.

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Northrop filed this protest on September 15, after its receipt of the agency report, arguing that the Air Force's evaluation of the firm under the current and past performance factor was "wrong and therefore unreasonable." Northrop asserted that the past performance questionnaire relied upon by the Air Force in its evaluation, which indicated poor to moderate performance by Northrop under the Joint STARS contract, was factually incorrect because the firm's May 5, 1995 contractor performance assessment report (CPAR) for the Joint STARS contract showed that Northrop had performed well.

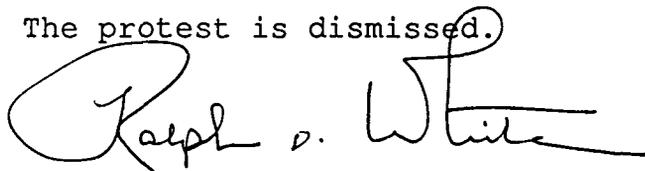
The Air Force has asked us to dismiss this protest as untimely. According to the agency, since Northrop knew, before the debriefing, that this CPAR indicated good performance by the firm under the Joint STARS contract--a Northrop representative signed the CPAR on May 30--it should have been on notice of this basis of protest as of the July 13 debriefing, when it was told that its moderate performance risk assessment under the current and past performance evaluation factor was based, in part, on the Joint STARS contract.

Bid protests are serious matters which require effective and equitable procedural standards to ensure that protests can be resolved without unduly disrupting the procurement process. Amerind Constr. Inc.--Recon., B-236686.2, Dec. 1, 1989, 89-2 CPD ¶ 508. Our Bid Protest Regulations require that a protest based on other than apparent solicitation improprieties must be filed within 10 days after the protester knew or should have known the protest basis. 4 C.F.R. § 21.2(a)(2) (1995). Each new protest ground must independently satisfy the timeliness requirements of our Regulations, which do not contemplate the piecemeal presentation or development of protest issues with the possible resulting disruption of the procurement of goods and services. Booz, Allen & Hamilton, Inc., B-249236.4, B-249236.5, Mar. 5, 1993, 93-1 CPD ¶ 209. Our timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. Textron Marine Sys., B-255580.3, Aug. 2, 1994, 94-2 CPD ¶ 63. To ensure that long-standing timeliness requirements such as this one are met, a protester has the affirmative obligation to diligently pursue the information that forms the basis for its protest. Id.

In our view, Northrop should have known of this basis of protest at the time of the debriefing, and its failure to raise the issue until September 15, nearly 2 months later, renders the protest untimely. The firm was aware that its CPAR on the Joint STARS contract indicated good performance,

and the information it received at the July 13 debriefing-- that its performance under the Joint STARS contract contributed to its moderate performance risk assessment here--is inconsistent with that CPAR. As a result, Northrop had sufficient knowledge of this basis of protest to raise it within 10 working days of the July 13 debriefing, or, at a minimum, to diligently pursue additional information in this regard. Northrop states that it did not have "objective evidence" of this basis of protest until it received the past performance questionnaire on September 14, and that, prior to that, it was merely in "judgmental disagreement" with the agency. However, Northrop clearly knew or should have known on July 13 that the agency's evaluation might not be supported by the Joint STARS CPAR, and Northrop was not entitled to remain silent on the matter and wait until its receipt of the agency report for more specific information to file its protest. A protester who is challenging an award on one ground is obligated to diligently pursue information which may reveal additional grounds of protest, and this obligation continues while the initial protest is pending. See Textron Marine Sys., supra.

The protest is dismissed.



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