



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Decision

Matter of: LOGMET LLC

File: B-422200; B-422200.2

Date: February 21, 2024

Samuel S. Finnerty, Esq., Katherine B. Burrows, Esq., Joseph P. Loman, Esq., and Daniel J. Figuenick III, Esq., Piliero Mazza PLLC, for the protester.
Beth V. McMahon, Esq., and J. Bradley Reaves, Esq., ReavesColey, PLLC, for AVMAC, LLC, the intervenor.
Leigh Ann Bunetta, Esq., and Mikhail Petersen, Esq., General Services Administration, for the agency.
Michael P. Price, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's price evaluation in a procurement conducted according to the provisions of Federal Acquisition Regulation subpart 8.4 is sustained where the record does not demonstrate the agency reasonably determined that the labor categories required by the solicitation fall within the scope of the awardee's proposed labor categories from its federal supply schedule contract.

DECISION

LOGMET LLC, a small business of Austin, Texas, protests the issuance of an order to AVMAC, LLC, a small business of Chesapeake, Virginia, under request for quotations (RFQ) No. 47QFRA23R0003, issued by the General Services Administration (GSA), Federal Acquisition Service, for organizational level aircraft maintenance services for the U.S. Marine Corps Medium Tiltrotor Squadron 204 (VMMT-204), MV-22 Osprey aircraft operating out of Marine Corps Air Station New River, North Carolina. The protester challenges the agency's evaluation of quotations under the price and past performance factors.

We sustain the protest.

BACKGROUND

On August 25, 2023, GSA issued the solicitation under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4 to small business vendors holding federal supply schedule (FSS) contracts with special item number 488190, aircraft components, maintenance, repair services, extended warranties, and maintenance agreements. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2; Agency Report (AR), Exh. 2, RFQ at 5.¹ The agency sought quotations for organizational level aircraft maintenance services for VMMT-204 MV-22 Osprey aircraft and contemplated the issuance of a fixed-price and time-and-materials order for a 1-year base period with up to four 1-year options, plus an additional 6-month extension period. RFQ at 6.

The RFQ advised that, in accordance with FAR subsection 8.405-2, GSA intended to issue a single order on a best-value tradeoff basis and would consider price and past performance as evaluation factors; past performance was a more important factor than price. *Id.* at 25. The RFQ further stated that the government could issue the order to other than the lowest-priced quotation, or other than the highest-rated quotation. *Id.* The solicitation instructed each vendor to complete and submit a pricing schedule that was provided with the solicitation. *Id.* at 26. The pricing schedule was to include vendors' proposed labor categories, number of labor hours, and labor rates, including any discounts from their existing FSS contract pricing. *Id.* at 51. The RFQ also instructed vendors to submit examples of past performance, permitting up to five examples that were similar in scope to the current requirement, and advised that vendors could submit past performance questionnaires or contractor performance assessment reporting system (CPARS) reports if available. *Id.* at 25-26.

GSA received quotations from two vendors, LOGMET and AVMAC, by the September 15 due date for receipt of quotations. COS/MOL at 6. The agency's technical evaluation team (TET) evaluated quotations and completed a consensus report on October 31. *Id.* With regard to the vendors' proposed labor mixes, the TET found that AVMAC's quotation "include[d] the required labor categories[,] but that LOGMET's quotation "[did] not include the required categories of IMRL [individual material readiness list] Coordinator and Aviation Logistics Supervisor." AR, Exh. 7, TET Report at 9.

The TET also found that AVMAC's quotation demonstrated "higher past performance ratings working on the same requirement, [] a wider breadth of past performance maintaining a wider variety of aircraft, and [] higher overall Past Performance ratings in comparison to LOGMET's." *Id.* at 10. The TET identified AVMAC's quotation as the best value to the government and recommended AVMAC for award based in part on AVMAC's labor mix "that will meet the requirements of the solicitation," and due to the

¹ The RFQ was amended once. COS/MOL at 2. All citations to the RFQ refer to the RFQ as amended unless otherwise indicated. All page number citations to documents refer to the Adobe PDF page number of the document provided, unless otherwise indicated.

TET's "greater confidence in [AVMAC's] ability based on the variety of past performance efforts[.]" *Id.*

The contracting officer, who was also the source selection official, generally agreed with the TET's findings. In the award decision document, the contracting officer stated that LOGMET's proposed labor mix "did not meet the requirements of the PWS [performance work statement] as the required labor categories . . . were not included" in the vendor's pricing schedule. AR, Exh. 8, Award Decision Document at 16. The contracting officer further explained that the "unreliability of the [protester's] labor mix makes it impossible to make a final determination on [price] fairness and reasonableness." *Id.*

In comparison, the contracting officer explained that AVMAC's "labor mix and level of effort were determined by the evaluation team to be reasonable and enable the contractor to meet the requirements of the PWS." *Id.* at 17. The contracting officer further stated that AVMAC's past performance demonstrated both higher ratings and a wider variety of performance. *Id.* at 19-20. Concurring with the TET's recommendation, the contracting officer concluded that AVMAC's quotation represented the best value to the government due to its "superior non-price rating and fair and reasonable price," and selected AVMAC for award.² *Id.* at 20. This protest followed.

DISCUSSION

LOGMET raises various arguments challenging GSA's evaluation of quotations. The protester contends that the agency's price evaluation was flawed because it did not determine whether multiple labor categories required by the PWS were within the scope of the labor categories contained in AVMAC's FSS contract. Protest at 20. The protester also argues the agency's evaluation of the vendors' past performance was unreasonable and inconsistent with the terms of the solicitation. *Id.* at 8-15. Finally, the protester argues the agency's best-value determination was unreasonable. *Id.* at 24-26. In response, GSA generally maintains that its evaluation was consistent with the terms of the solicitation, and that the protester's arguments amount to disagreement with agency judgment. COS/MOL at 9-21.

In general, where an agency issues a solicitation to FSS vendors under the provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate quotations; rather, we review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *FreeAlliance.com, LLC, et al.*, B-419201.3 *et al.*, Jan. 19, 2021, 2021 CPD ¶ 56 at 5. Further, agencies must

² AVMAC's total evaluated price was \$34,681,322.80, which was \$2,469,870.03 higher than LOGMET's total evaluated price of \$32,211,452.77. AR, Exh. 8, Award Decision Document at 18, 20. GSA issued the order to AVMAC at a value of \$31,513,450.08, representing the awardee's total evaluated price less the value of the 6-month extension period. *Id.* at 15, 19.

adequately document their evaluations, and, where an agency fails to do so, it runs the risk that our Office will be unable to determine whether the agency's evaluation was reasonable. *Protection Strategies, Inc.*, B-414648.2, B-414648.3, Nov. 20, 2017, 2017 CPD ¶ 365 at 5.

For the reasons explained below, we sustain the protest. To the extent this decision does not address every argument raised by the protester, our Office has considered them all, and find none afford an additional basis on which to sustain the protest.

Price Evaluation

LOGMET argues, among other things, that GSA failed to reasonably determine whether three of the labor categories required by the solicitation were within the scope of AVMAC's quoted labor categories from its FSS contract. Protest at 20; Comments & Supp. Protest at 14-19. In this regard, the protester asserts that three of the awardee's quoted FSS contract labor categories do not meet the experience requirements for the corresponding PWS labor categories. *Id.* The protester also contends that the agency inadequately documented its evaluation of the awardee's quotation under the price factor. Protest at 16; Comments & Supp. Protest at 14-19.

GSA contends that its evaluation of AVMAC's quotation was reasonable because the awardee "provided the required crosswalk" and that the information in the crosswalk was "sufficient to satisfy both the TET and the [c]ontracting [o]fficer." COS/MOL at 14. The agency maintains that the award decision document "clearly shows that the [c]ontracting [o]fficer considered the adequacy of, and found reasonable, AVMAC's proposed labor categories, labor mix, and level of effort." *Id.* at 15. Based on our review of the record, we conclude that the agency's evaluation was unreasonable.

Where an agency intends to order from an existing FSS contract, all goods or services quoted must be on the vendor's schedule contract as a precondition to receiving the order. *Spatial Front, Inc.*, B-420921.2, B-420921.3, Dec. 21, 2022, 2023 CPD ¶ 7 at 5. While our Office's review of an agency's evaluation of vendors' mapped labor categories allows for a degree of agency discretion in determining whether a vendor's quoted labor categories are within the scope of its FSS contract, such discretion is tempered by the requirement that the agency adequately document the results of its evaluation. *Id.* at 9. Where an agency fails to adequately document its evaluation, it bears the risk that our Office may be unable to determine whether the evaluation was reasonable. *Id.* at 5.

Here, as explained above, the RFQ required vendors to submit with their quotations pricing schedules that were to include, among other information, quoted labor categories from their underlying FSS contracts and pricing information. RFQ at 26. The solicitation stated that "[s]ufficient backup detail must be provided to demonstrate that each labor category for the tasks performed is on the [FSS] contract and that the hourly rate for that labor category does not exceed the [FSS] price." *Id.* Quotations were also

required to include “[a] ‘crosswalk’ between skills/qualifications [and vendor’s] [s]chedule labor category(ies.)” *Id.*

The PWS identified 14 required labor categories in paragraph 5.1.1. *Id.* at 33. The PWS also stated that the maintenance to be performed for the contract required certain skill classifications and therefore “[a]ll qualifications/certifications listed in Appendix 1 [of the PWS] . . . must be currently held, previously held and/or fully attainable” by the contractor’s personnel. *Id.* at 32. Appendix 1 included a table that listed certain qualifications and minimum experience requirements for the different labor categories required by the PWS. *Id.* at 40. As relevant here, the following labor categories all required a minimum of 5 years of previous aviation maintenance experience, among other qualifications: maintenance admin specialist, tool room program coordinator, and advanced skills management (ASM) fleet administrator.³ *Id.*

AVMAC’s quotation included a crosswalk of labor categories quoted from its FSS contract mapped to the PWS labor categories. AR, Exh. 6, AVMAC Price Quotation at 8. Included on the crosswalk were the following positions: (1) aircraft logs and records technician mapped to the PWS maintenance admin specialist position; (2) data manager mapped to the PWS ASM fleet administrator position; and (3) warehouse manager mapped to the PWS tool control program coordinator position. *Id.* The labor categories from AVMAC’s FSS contract required a minimum of 2, 3, and 4 years of experience, respectively, each of which was less than the minimum of 5 years of aviation maintenance experience required for these three corresponding PWS labor categories. Protest, exh. C, AVMAC FSS, at 50, 55, 68.

More importantly, the protester argues that the descriptions of the data manager and warehouse manager positions required only “general experience” and did not specifically mention experience with aviation maintenance. For example, AVMAC’s FSS contract described the data manager labor category as follows: “[a]dminister, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases.”⁴ *Id.* at 55.

³ The PWS contained minor discrepancies with respect to certain labor category titles. For example, paragraph 5.1.1 of the PWS identified “maintenance data specialist” and “tool control program coordinator” positions, while the table in Appendix 1 identified “maintenance admin specialist” and “tool room program coordinator” positions. See RFQ at 33, 40. These minor discrepancies were not challenged, and despite the different language between paragraph 5.1.1 and Appendix 1, the parties have treated maintenance data specialist the same as maintenance admin specialist and tool control program coordinator the same as tool room program coordinator.

⁴ AVMAC’s warehouse manager labor category similarly does not specifically mention aviation maintenance experience. Protest, exh. C, AVMAC FSS at 68.

In evaluating AVMAC's quotation under the price factor, the TET found that the "[l]abor [m]ix included the PWS labor categories required." AR, Exh. 7, TET Report at 9, 10. In the award decision document, the contracting officer concluded that "[a]ll labor categories were cross walked to the contractor's MAS schedule labor categories as required by the RFQ." AR, Exh. 8, Award Decision Document at 17. The contemporaneous evaluation record does not contain any further discussion about the labor categories quoted by the awardee and how they matched the PWS's labor categories.

On the record before us, there is no indication that GSA considered whether the labor categories contained in the PWS were within the scope of the labor categories contained in AVMAC's FSS contract. While the agency acknowledged that all PWS labor categories "were cross walked" to AVMAC's FSS contract labor categories, the record contains no further explanation concerning whether the cross walked PWS labor categories were within the scope of the awardee's FSS contract. AR, Exh. 8, Award Decision Document at 17.

For example, the contemporaneous evaluation did not show that the agency considered whether the awardee's quoted data manager position properly mapped to the ASM fleet administrator position. As noted above, the ASM fleet administrator is required to have experience with aviation maintenance, yet the description of the data manager position does not require or mention aviation maintenance experience. More specifically, AVMAC's FSS contract described the data manager labor category as follows: "[a]dminister, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases." Protest, exh. C, AVMAC FSS, at 55.

Based on this description, it is not readily apparent to our office that the agency's required ASM fleet administrator falls with the scope of AVMAC's quoted data manager labor category and the agency's contemporaneous evaluation and response to the protest do not address the issue. Instead, the agency relies on the conclusory language from the evaluation documents concerning the awardee's cross walk to argue that the award decision document "clearly shows" that the contracting officer considered and found reasonable the awardee's quoted labor categories. See MOL at 15.

On this record, we cannot conclude that GSA's evaluation of AVMAC's quotation was reasonable. While the awardee may have been able to provide personnel that met the PWS minimum requirements for aviation maintenance experience under its quoted labor categories, the contemporaneous evaluation documentation does not demonstrate the agency considered the matter as it is required to do. Accordingly, in the absence of sufficient evidence in the contemporaneous record or post-protest explanation by the agency, we sustain the protest.

In sustaining the protest, we note that our Office has recognized that an FSS labor category with a minimum years of experience requirement that is less than that required

by the corresponding labor category in the solicitation can still be within the scope of the solicitation labor category. *Grant Thornton, LLC*, B-416733, Nov. 20, 2018, 2018 CPD ¶ 411, *aff'd.*, *Dept. of Defense, Recon.*, B-416733.2, Mar. 18, 2019, 2019 CPD ¶ 110. In this regard, we have stated that because the years of experience required for the FSS labor category is a minimum, nothing prevents the vendor from providing personnel with more than that level of experience. See *id.* Subsequent to our decision in *Grant Thornton*, in *Async-Nu Microsystems, Inc.*, B-419614.5, B-419614.6, Sept. 30, 2022, 2022 CPD ¶ 251, we stated that “[w]here an FSS solicitation requires vendors to perform using personnel that meet certain minimum qualification requirements (such as, for example, years of experience), and requires vendors to map their FSS labor categories to those minimum requirements, the record must include some sort of affirmative showing that the vendor intends to meet the RFQ’s minimum requirements.”

Based on our decision in *Grant Thornton*, where, as here, the question is whether a quoted FSS labor category with a minimum experience requirement is within the scope of a corresponding solicitation labor category that has a higher minimum experience requirement, the record need not contain an affirmative showing that the vendor intends to meet those particular experience requirements, unless that is otherwise required by the solicitation. Because the FSS labor category experience requirement is a minimum, it is necessarily within the scope of a corresponding solicitation labor category with a higher minimum experience requirement.

Thus, while we sustain this protest on the basis that the agency did not reasonably evaluate whether the awardee’s quoted FSS labor categories incorporated aviation maintenance experience, as required by the PWS, the fact that the FSS labor categories had minimum years of experience requirements lower than those required by the PWS is not, on its own, a reason to sustain the protest. Nevertheless, an agency may properly seek assurances from a vendor that it will in fact meet a stated experience requirement when the vendor proposes to use FSS labor categories with minimum experience levels that are below those required by the solicitation. See, e.g., *Async-Nu Microsystems, Inc.*, *supra*. at 4 (denying protest where agency requested confirmation from awardee that it would meet solicitation’s minimum experience requirements). In this case, the agency could seek such assurances if it takes corrective action consistent with our recommendation in this decision.

LOGMET also argues that the awardee quoted at least two labor categories from its FSS contract that do not have the same job description, skills, or qualifications as the corresponding labor categories in the PWS, and therefore the agency erroneously concluded that the awardee’s labor mix was reasonable. Comments & Supp. Protest at 16-18. As relevant to this argument, the PWS contained a table that matched the PWS labor categories with corresponding Service Contract Act (SCA) labor categories; for example, the ASM fleet administrator was matched to the SCA labor category of technical writer III. *Id.* LOGMET contends that the awardee’s FSS contract did not have a technical writer III labor category and that the awardee’s data manager labor category, quoted for the ASM fleet administrator position, did not include the same qualifications and functional duties of the SCA technical writer III position. *Id.* at 16-17.

Based on our review of the record, we find the protester's argument to be without merit. The RFQ did not require vendors to quote FSS labor categories that matched the SCA labor categories contained in the PWS table, and the protester has not otherwise identified anything requiring such an analysis. Accordingly, the protester's comparison of the description of the awardee's quoted labor categories to the description of the SCA labor category is irrelevant to the agency's evaluation under the price factor. We therefore deny this protest ground.⁵

Past Performance Evaluation

LOGMET also challenges GSA's evaluation of quotations under the past performance factor. In this regard, the protester argues the agency "erroneously downgraded" its quotation because it submitted fewer past performance examples and because its examples did not demonstrate a variety of past performance. Protest at 9-10. The protester also contends the agency unreasonably "conducted a mechanical evaluation" by simply tallying CPARS report ratings and failing to consider the substance of the past performance information as documented. *Id.* at 11.

GSA maintains that it evaluated all vendors' past performance in accordance with the terms of the solicitation. COS/MOL at 9-13. In this regard, the agency argues that it evaluated each vendor's past performance examples according to the evaluation criteria--recency, similarity of scope, and the information provided in the CPARS reports and past performance questionnaires. *Id.* at 10.

⁵ In its comments in response to the agency report, the protester raises a supplemental protest ground alleging that the agency's evaluation of the awardee's proposed labor mix was unreasonable because the awardee's crosswalk did not include a FSS contract labor category that corresponded with the tool room custodian labor category as required by the RFQ. Comments & Supp. Protest at 23. After the agency timely responded to the supplemental protest and addressed all arguments relating to the tool room custodian labor category, the protester did not file comments responding to the agency's arguments by the deadline established by our Office. See Electronic Protest Docketing System (EPDS) Nos. 31, 33.

While the protester requested an extension of time to file supplemental comments, the request was emailed to our Office (and subsequently filed in EPDS) after the deadline to file supplemental comments had passed. Our Bid Protest Regulations require that a protest shall be dismissed unless the protester files comments within the time established by our Office. 4 C.F.R. § 21.3(i)(1), (2). In addition, our Office does not provide for extensions of time after the time for filing has passed. Accordingly, this supplemental protest allegation is dismissed. *People, Technology, and Processes, LLC*, B-418726.5, B-418726.6, Aug. 17, 2021, 2021 CPD ¶ 284 at 4 n.6. The agency may, however, consider the protester's supplemental protest ground allegations if it takes corrective action consistent with our recommendation in this decision.

Our Office will examine an agency's evaluation of an offeror's past performance only to ensure that it was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, since determining the relative merit of an offeror's past performance is primarily a matter within the agency's discretion. *Harmonia Holdings Grp., LLC*, B-417475.3, B-417475.4, Sept. 23, 2019, 2019 CPD ¶ 333 at 17. While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. *Conley & Assocs., Inc.*, B-415458.3, B-415458.4, Apr. 26, 2018, 2018 CPD ¶ 161 at 5.

As stated above, with respect to past performance, the RFQ permitted vendors to:

submit up to five (5) previous experiences that were similar in scope performed within the last five (5) years from the issuance of the RFQ for evaluation of [p]ast [p]erformance. Similar in scope is defined as the [o]rganizational or [b]asic level aircraft maintenance tasks substantially similar to those within the PWS.

RFQ at 25-26. The RFQ advised that for each example that was found similar in scope to the current requirement the agency would consider the information provided in the past performance questionnaires and, if available, the completed CPARS report. *Id.* at 26. The RFQ also indicated that vendors receiving ratings "above [s]atisfactory may be rated more favorably." *Id.*

LOGMET provided three CPARS reports that included ratings⁶ and substantive comments regarding experience performed under three different contracts, including incumbent experience with VM MT-204, the squadron for which maintenance will be performed under the current requirement. AR, Exh. 3, LOGMET Non-Price Quotation at 12-22. The protester's past performance contained generally favorable ratings; for its previous work with VM MT-204 it received ratings of satisfactory for all evaluation areas in which the agency provided a rating. *Id.* at 17. The protester submitted examples of experience working with rotary wing and tiltrotor aircraft, including its incumbent experience. See *id.* at 12-22.

AVMAC provided five CPARS reports and a past performance questionnaire that included ratings and substantive comments for experience performing under four different contracts, including previous experience with VM MT-204.⁷ AR, Exh. 4,

⁶ Subpart 42.15 of the FAR provides that evaluation ratings for CPARS reports, from most to least favorable, are: exceptional, very good, satisfactory, marginal, unsatisfactory. FAR 42.15.

⁷ One of the awardee's examples included two separate CPARS, each reflecting a different year of performance (May 2021 through April 2022, and May 2022 through April 2023), which is why there are five CPARS reports. See AR, Exh. 4, AVMAC

(continued...)

AVMAC Non-Price Quotation at 6-38. The awardee's past performance contained generally favorable ratings and comments and included experience working with fixed-wing, tiltrotor, and rotary wing aircraft. See *id.*

The record demonstrates that GSA evaluated each past performance example for recency and similarity in scope to the current requirement and considered the CPARS report ratings. AR, Exh. 7, TET Report at 4-8. In addition to documenting the CPARS ratings, the TET reviewed specific comments provided by CPARS evaluators and in some instances considered how those comments would be beneficial to the requirement at issue. See, e.g., *id.* at 7 (“[t]he CPAR highlights LOGMET’s ability to maintain a highly qualified workforce and the ability to partner with Marine maintainers”). The TET also found that one of the protester’s examples did not meet the solicitation’s recency requirement, leaving the protester with two evaluated examples. *Id.*

The TET concluded that it had “a high degree of confidence in AVMAC’s ability to perform this specific requirement . . . [p]reviously, while holding the contract [for VMMT-204], AVMAC received Very Good ratings and was evaluated as having helped the squadron meet its goals.” *Id.* at 9-10. The TET also noted AVMAC’s “wider breadth of past performance maintaining a wider variety of aircraft[.]” *Id.* at 10. With respect to LOGMET, the TET indicated that the protester “provided past performance efforts that demonstrated capability to perform complete O[rganizational]-level maintenance[.]” but that it had a “higher degree of confidence in AVMAC[’]s ability to perform the requirement.” *Id.* The TET noted that AVMAC had higher overall past performance ratings when compared to LOGMET. *Id.* The contracting officer agreed with the TET’s findings and recommendations in this regard in making the award decision. AR, Exh. 8, Award Decision Document at 20.

Here, we find no basis to question GSA’s evaluation of the vendors’ past performance. The record demonstrates the agency evaluated the vendors’ past performance for recency, similarity in scope, and the information contained in the CPARS reports, consistent with the terms of the solicitation. Consistent with the stated evaluation criteria, we find the agency’s evaluation findings were reasonable and supported by the documentation provided by vendors.⁸ In this regard, AVMAC consistently received

Non-Price Quotation at 13-23. Similarly, one of the awardee’s examples included both a CPARS and a past performance questionnaire. See *id.* at 30-38.

⁸ The protester consistently argues that it was improper for the agency to consider AVMAC’s experience with fixed-wing aircraft because the requirement here is for organizational-level maintenance services for rotary wing aircraft. Protest at 14-15; Comments & Supp. Protest at 13-14. However, the RFQ did not limit past performance examples to only rotary wing aircraft or otherwise prohibit vendors from submitting experience working with non-rotary wing aircraft. The solicitation’s instructions in this regard stated only that vendors were to submit examples of performance involving tasks “substantially similar to those within the PWS.” RFQ at 26. The tasks outlined in the

(continued...)

ratings higher than satisfactory while LOGMET received multiple ratings of satisfactory, including during its performance as the incumbent. Consistent with the advisement in the solicitation, the agency reasonably concluded that it had a higher level of confidence in the awardee than it did in the protester. While the protester argues that it was “downgraded” for providing fewer examples and not providing as much variety of experience as the awardee, this assertion is not supported by the record. Rather, the agency instead concluded that it had higher confidence in the awardee’s ability to perform this requirement, based on the past performance information provided. We find no basis to disturb this conclusion.

Finally, the record demonstrates the agency did not conduct a mechanical evaluation by considering only CPARS ratings; rather, the agency considered and engaged with the substantive comments provided by CPARS evaluators. The protester’s assertion suggesting otherwise is contradicted by the record. This protest ground is denied.⁹

We conclude that the record does not demonstrate that certain of the PWS labor categories were within the scope of AVMAC’s quoted labor categories from its FSS contract. Where the record does not address certain discrepancies between some of AVMAC’s quoted FSS labor categories and the corresponding PWS labor categories, and the agency does not provide a sufficient response during the development of the protest record, we cannot conclude that the agency reasonably evaluated the awardee under the price factor.

RECOMMENDATION

We recommend that the agency terminate the order issued to AVMAC for the convenience of the government, reevaluate the vendors’ quotations consistent with this decision, adequately document its evaluations, and make a new best-value determination and award decision. To the extent the agency believes it is necessary to conduct exchanges with vendors, it may do so in a manner consistent with the solicitation and regulation. Finally, we recommend that LOGMET be reimbursed the costs associated with filing and pursuing its protest, including reasonable attorneys’ fees.

PWS do not specifically differentiate between rotary wing and non-rotary wing aircraft. See RFQ at 30-40. The protester’s argument in this regard is without merit.

⁹ Because we sustain the protest for the reasons explained above, we need not resolve the protester’s remaining challenges to the agency’s best-value determination. The quotation representing the best-value to the government may change following the agency’s corrective action and reevaluation of quotations. We therefore dismiss these aspects of LOGMET’s protest as academic at this time. See *ISHPI Info. Techs.*, B-420718.2, B-420718.3, July 29, 2022, 2022 CPD ¶ 195 at 14.

4 C.F.R. § 21.8(d)(1). LOGMET should submit its certified claim for such costs, detailing the time spent and the costs incurred, directly to the agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez
General Counsel