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Decision

Matter of: LOGMET LLC

File: B-423188.2

Date: June 10, 2025

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Colonel Nina R. Padalino, Kelsi J. Pilcher, Esq., and Sanique J. Balan, Esq., Department of the Air Force, 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

1. Protest challenging agency's evaluation of protester's proposal under the program management plan technical subfactor is denied where the agency reasonably determined the protester's proposal parroted solicitation language and did not otherwise address material solicitation requirements.
 2. Protester's remaining protest grounds are dismissed where the protester cannot demonstrate any alleged agency error resulted in competitive prejudice.
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DECISION

LOGMET LLC, a service-disabled veteran-owned small business (SDVOSB) of Austin, Texas, protests the award of indefinite-delivery, indefinite-quantity (IDIQ) contracts to The Bionetics Corporation, a small business of Yorktown, Virginia, Tyonek Technical Services, LLC, a small disadvantaged business of Madison, Alabama, SkyQuest Aviation, an SDVOSB of Glendale, Arizona, Strategic Technology Institute, Inc., a small disadvantaged business of Rockville, Maryland, and Kay and Associates, Inc., a small business of Buffalo Grove, Illinois. The awards were made pursuant to request for proposals (RFP) No. FA8224-24-R-0005, issued by the Department of the Air Force, Air Force Sustainment Center, for various on-site depot services at multiple Air Force installations. The protester argues that the agency unreasonably evaluated its proposal under the technical factor, and that the agency's resultant best-value determination was flawed.

We deny the protest in part and dismiss it in part.

BACKGROUND

The Air Force issued the RFP on January 29, 2024, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15. Contracting Officer's Statement (COS) at 2; Agency Report (AR), Tab 3, RFP at 1.¹ The solicitation was set aside for small business concerns and contemplated the award of approximately five contracts for various on-site depot services, including "the modification, maintenance, inspection, corrosion control, overhaul, repair, regeneration, and storage of various aerial weapon systems and related components[.]" with the agency reserving the right to award more or fewer total contracts than the five indicated. COS at 2; AR, Tab 8, RFP § M at 1. The RFP contemplated a 5-year base period of performance with additional 3-year and 2-year options. COS at 3.

The RFP advised that the Air Force would utilize best-value tradeoff procedures in making its source selection decision, considering the following evaluation factors: (1) cost/price; (2) technical; (3) past performance; and (4) administrative and responsibility. RFP § M at 1. The past performance and administrative and responsibility factors would be assessed on an acceptable/unacceptable basis, and the solicitation provided that only proposals receiving a rating of acceptable under each of these two factors would be considered for award. *Id.* at 1-2. The technical factor contained three subfactors: (1) program management plan; (2) resource management and staffing plan (RMSP); and (3) quality management plan. *Id.* at 1. Each technical subfactor further contained various elements that the RFP required offerors to address in their proposals. See AR, Tab 7, RFP § L at 6-7. The technical subfactors were of equal importance to each other and, overall, the technical factor was significantly more important to the agency's best-value determination than price.² RFP § M at 1-2.

The RFP stated that the Air Force would assess a combined technical/risk rating for the technical factor and each subfactor. *Id.* at 4. A proposal could receive a rating of unacceptable, marginal, acceptable, good, or outstanding depending on the merit of its approach and demonstrated understanding of the requirements, along with the assessed risk of unsuccessful contractor performance. *Id.* A rating of unacceptable would be assessed to a proposal that did "not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high." *Id.* None of the other ratings contemplated that a proposal had received a deficiency. *Id.* Accordingly, based on the definitions of each rating, if a proposal contained one or more deficiencies, it necessarily would be rated unacceptable. See *id.* The solicitation additionally provided that if a proposal received

¹ All page number citations refer to the Adobe Acrobat PDF page numbers of the versions of documents provided by the parties.

² Though not relevant to the protest, the RFP stated the government would consider the following criteria in evaluating offerors' pricing: (1) completeness; (2) reasonableness; (3) balance; (4) realism; (5) total evaluated price; and (6) cost or pricing information requirements. RFP § M at 2.

a rating of unacceptable for any technical subfactor, “it w[ould] result in an [u]nacceptable rating for the overall technical proposal factor.” *Id.*

The Air Force received 22 timely submitted proposals by the March 22, 2024, deadline for receipt of proposals. COS at 3. The agency evaluated proposals and made its initial award decisions on November 5; LOGMET filed a protest with our Office on November 20 primarily contesting the agency’s evaluation of its own proposal as unacceptable under two of the three technical subfactors. COS at 4-5; *LOGMET LLC*, B-423188, Dec. 23, 2024 (unpublished decision) at 1. In response to the protest, the agency filed a notice of corrective action and request for dismissal of the protest, pledging to “re-evaluate LOGMET’s proposal and make a new best-value award decision, consistent with the terms of the [s]olicitation.” *LOGMET LLC, supra.* Our Office dismissed the protest as academic on December 23. *Id.*

The Air Force reevaluated LOGMET’s proposal consistent with its notice of corrective action. COS at 5. The agency’s reevaluation yielded the following results with respect to each of the technical subfactors and total evaluated price:

Program Management Plan	Unacceptable
Resource Management and Staffing Plan (RMSP)	Unacceptable
Quality Management Plan	Good
Total Evaluated Price	\$2,331,674,141

AR, Tab 30, Unsuccessful Offeror Notification at 3; see AR, Tab 28, Agency Comparative Analysis and Award Recommendation at 1.

In arriving at its best-value determination, the Air Force prepared a comparative analysis report that documented the Air Force’s comparison of the offerors’ non-price evaluation factor ratings and pricing, culminating in a ranking of offerors’ proposals. See AR, Tab 28, Agency Comparative Analysis and Award Recommendation at 1. The proposals submitted by the awardees were ranked first through fifth. *Id.* Four of the five awardees received a rating of good under the program management plan technical subfactor, and all five awardees received a rating of outstanding under the RMSP subfactor. *Id.* None of the awardees were assessed a rating of unacceptable. The proposals of offerors ranked sixth through eleventh were also not assessed any ratings of unacceptable under any technical subfactor. See *id.* The lowest rating assessed to any proposal of offerors ranked sixth through eleventh was a rating of marginal, and none of these offerors were assessed more than one rating of marginal. See *id.* LOGMET’s proposal was ranked thirteenth, with ratings of unacceptable assessed under both the program management plan and RMSP technical subfactors, as documented above.³ *Id.* The Air Force notified LOGMET of its selection decision,

³ The twelfth ranked offeror was assessed a single rating of unacceptable under the program management plan technical subfactor. See *id.*

including the ratings assessed to the protester's proposal, and this protest subsequently followed.

DISCUSSION

LOGMET challenges the Air Force's evaluation of its proposal under each of the three technical subfactors. The protester contends that the agency unreasonably assessed deficiencies to its proposal under multiple elements of the program management plan technical subfactor and the RMSF technical subfactor, and that the agency erroneously overlooked pertinent information in its proposal addressing solicitation requirements. See Protest at 12-32; Comments at 2-17. The protester also argues that the agency unreasonably failed to assess strengths to its proposal under each of the three technical subfactors. Protest at 21-22, 25-26, 27-29, 32-36; Comments at 10-11, 12-13, 17-19. The protester finally contends that the agency's resultant best-value determinations were flawed, as they were based on the flawed underlying evaluation of the protester's proposal. Protest at 36-37.

The Air Force argues that it evaluated LOGMET's proposal in a manner consistent with the terms of the solicitation, considering all of the information provided in LOGMET's proposal. Memorandum Of Law (MOL) at 5-14, 18-21, 23-30. Generally, the agency contends that LOGMET failed to submit a well-written proposal that responded to the requirements of the solicitation and statement of work (SOW) and, therefore, its assessment of deficiencies to the protester's proposal was reasonable. *Id.* at 6-7, 12-14, 19-20, 27-28.

At the outset, we note that in reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with applicable procurement statutes and regulations. *Patriot Def. Grp., LLC*, B-418270.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 7. A protester's disagreement with the agency's evaluation, without more, does not establish that the agency acted unreasonably. *A-P-T Research, Inc.*, B-414825, B-414825.2, Sept. 27, 2017, 2017 CPD ¶ 337 at 4.

For the reasons explained below, we find no basis on which to sustain the protest. We find that the agency reasonably assigned a rating of unacceptable to the protester's proposal under the program management plan technical subfactor and that, as a result, the protester cannot demonstrate competitive prejudice with regard to its remaining challenges. While our decision does not address every variation of every argument raised by the protester, our Office has considered them all and find none afford a basis on which to sustain the protest.

Program Management Plan Technical Subfactor

LOGMET argues the Air Force unreasonably assessed deficiencies to its proposal under various elements of the program management plan technical subfactor. Protest

at 14-21, 22-23, 24-26. With regard to the key personnel element, the protester alleges that the agency “overlooked pertinent information” contained within the proposal that clearly addressed the SOW requirements relating to on-site supervisor responsibilities concerning worker accountability and task assignment, contrary to the agency’s finding that the proposal failed to address those requirements. *Id.* at 16, 18. The protester also contends that the agency overlooked information in its proposal addressing the proposed chain of authority associated with the protester’s approach. *Id.* at 19. The protester further argues the agency failed to assess strengths to its proposal under the key personnel element and the ramp-up and transition element of the subfactor, in addition to assessing other unwarranted deficiencies across multiple elements. *See id.* at 19-26.

The Air Force argues that it evaluated LOGMET’s proposal in accordance with the solicitation criteria and reasonably determined that the protester failed to submit a well-written proposal that addressed all the SOW requirements. MOL at 6-7, 13-14. In this regard, the agency contends that it considered all information in the protester’s proposal, and reasonably determined that the proposal either omitted required information entirely, or otherwise restated solicitation requirements nearly verbatim from the SOW. *Id.* at 7-8, 11-12. Because the solicitation provided that merely restating SOW requirements may result in a deficient proposal, the agency argues that its subsequent assessment of deficiencies was reasonable. *Id.* at 8, 12-13, 14.

In a negotiated procurement, it is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. *Probitry, Inc.*, B-420210, Dec. 21, 2021, 2023 CPD ¶ 38 at 3. If a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *See Diversified Servs. Grp., Inc.*, B-418375.2, May 28, 2020, 2020 CPD ¶ 207 at 4.

The RFP contained detailed instructions concerning proposal submission requirements in relation to the SOW and the criteria on which proposals would be evaluated. With regard to the program management plan technical subfactor, the RFP provided that proposals would be evaluated “to determine if the offeror provides a detailed and a clear methodology which demonstrates an explicit understanding and effective approach to all contractor management aspects” of the program, and that the approach would further be evaluated “to determine if the approach addresses all requirements [in accordance with solicitation] Section L3.2.2.1.” RFP § M at 5.

Section L of the RFP generally provided that offerors’ approaches “shall address all requirements [in accordance with] the [p]aragraphs and subparagraphs of the SOW[.]” RFP § L at 6. Relevant here, RFP subsection L.3.2.2.1 provided that offerors’ program management plan approaches should address “all elements” in accordance with the referenced SOW subparagraphs, including: (1) key personnel; (2) ramp-up and transition plan; (3) overtime policy; and (4) multiple site management. *Id.* With respect to the key personnel element, the SOW informed offerors that an overall IDIQ program

manager was required, in addition to task order specific on-site supervisors or work leads. AR, Tab 4, SOW at 4-5.

The RFP explicitly cautioned that offerors were required to submit adequate responses, stating that it:

is imperative the offeror fully describe and provide detail as to how the offeror shall meet the subfactor requirements. Do not merely copy and paste, rephrase or restate the objectives or reformulate the requirements specified in the solicitation. Evidence (which clearly demonstrates and supports the offeror's claims) is essential. The absence of such evidence may result in a deficient proposal.

RFP § L at 6. Similarly, section M of the RFP provided that "[o]fferors that simply restate the [g]overnment's requirement will be rated [u]nacceptable." RFP § M at 4. As explained above, the RFP provided that the agency would find an offeror's proposal unacceptable if it contained one or more deficiencies, which the solicitation defined as a "material failure of a proposal to meet a [g]overnment requirement . . . that increases the risk of unsuccessful contract performance to an unacceptable level." *Id.* at 4-5.

As relevant here, the following are examples of some of the SOW sections discussing on-site supervisor responsibilities:

The Contractor shall provide on-site supervision and work leads as defined in the Task Order SOW. Task Order execution must be diligently and conscientiously monitored at all times by the Contractor to avoid personal services, or the perception thereof, by ensuring that only the Contractor exercises supervision and control over Contractor personnel.

* * * * *

The Government will define the required number and schedule requirement of Contractor on-site supervisors at the Task Order level. All Task Orders will require one or more Contractor supervisors depending on the personnel requirement and scope. The Government will determine this requirement.

* * * * *

The Contractor on-site supervisor or work lead shall be responsible for timely completion of tasks assigned to their personnel In Accordance With (IAW) appropriate planning and scheduling and technical documents.

The on-site supervisor shall be responsible for ensuring that there is Contractor supervision or work lead support in each work area for daily work assignments and that Contractor employees are available for work daily.

The on-site supervisor or work lead shall account for manpower requirements in work areas prior to allowing multiple personnel simultaneous time-off to ensure adequate Contractor workload coverage.

Under no circumstances shall Contractor employees make leave or emergency time-off requests directly to the Government supervisor, [Contracting Officer's Representative], or any other Government personnel. This shall only be done through the Contractor's on-site supervisor or work lead.

The on-site supervisor or work lead shall be responsible for the reporting of any accident or incident involving Contractor personnel IAW section 5.3 and Appendix C of this SOW and the Contractor's Safety Program Plan.

SOW at 5.

In the program management plan section of its proposal, LOGMET's proposed approach for its on-site supervisor and supervisor responsibilities included the following excerpts that tracked to the similar requirements in the SOW:

LOGMET will provide on-site supervision and work leads as defined in the Task Order SOW. Task Order execution will be monitored at all times by LOGMET to avoid personal services, or the perception thereof, by ensuring that only LOGMET exercises supervision and control over LOGMET personnel.

* * * * *

The Government will determine the required number and schedule requirement of LOGMET on-site supervisors at the Task Order level. All Task Orders will require one or more LOGMET supervisors depending on the personnel requirement and scope.

* * * * *

The LOGMET on-site supervisor or work lead will be responsible for timely completion of tasks assigned to their personnel In Accordance With (IAW) appropriate planning and scheduling and technical documents. The on-site supervisor is responsible for ensuring that there is LOGMET supervision or work lead support in each work area for daily work assignments and that LOGMET employees are available to work daily.

The on-site supervisor or work lead will account for manpower requirements in work areas prior to allowing multiple personnel simultaneous time-off to ensure adequate LOGMET workload coverage. Under no circumstances will LOGMET employees make leave or emergency time-off requests directly to the Government supervisor, COR,

or any other Government personnel. This will only be done through the LOGMET 's on-site supervisor or work lead. The on-site supervisor or work lead will be responsible for the reporting of any accident or incident involving LOGMET personnel IAW section 5.3 and Appendix C of this SOW and the LOGMET 's Safety Program Plan.⁴

AR, Tab 24, LOGMET Proposal at 13-14. With respect to a proposed chain of authority methodology, the SOW stated:

[Program Management Plan (PMP)] shall identify full chain of authority, up to and including the individual authorized to sign contractual obligations (basic contract and task orders) and approve Contract Performance Assessment Reporting System (CPARS) data. PMP shall identify the IDIQ [program manager (PM)] by name and explain how they, along with task order on-site supervisors and work leads, maintain administrative oversight of task order daily operations.

SOW at 14. In comparison, LOGMET's proposal stated:

PMP will identify a full chain of authority, up to and including the individual authorized to sign contractual obligations (basic contract and task orders) and approve Contract Performance Assessment Reporting System (CPARS) data. PMP will identify the IDIQ [program manager (PM)] by name and explain how they, along with task order on-site supervisors and work leads, maintain administrative oversight of task order daily operations.

AR, Tab 24, LOGMET Proposal at 27.

The Air Force technical evaluators assessed a deficiency to LOGMET's proposal for failing to "demonstrat[e] or otherwise provid[e] clear methodology for aspects of worker accountability, task assignment, and chain of authority" in accordance with the SOW. AR, Tab 27, Agency Technical Evaluation Worksheets at 7. The agency explained that LOGMET's proposal included "direct quotes" or rephrases of the SOW, with the main difference being LOGMET replaced the phrase "the Contractor" from the SOW with the word "LOGMET" in its proposal--to include grammatical errors.⁵ *Id.* at 6. The agency evaluators explained that per the solicitation, using "copy and paste" and "restatements

⁴ These excerpts from the protester's proposal are only a sample of language that the record demonstrates was copied nearly verbatim from the SOW. See, e.g., AR, Tab 24, LOGMET Proposal at 13-15; SOW at 6-8.

⁵ For example, where the SOW read "[t]his shall only be done through the Contractor's on-site supervisor or work lead," LOGMET's proposal read "[t]his will only be done through the LOGMET's on-site supervisor or work lead." SOW at 5; AR, Tab 24 LOGMET Proposal at 13.

of the SOW” may result in a proposal being found deficient. *Id.* at 7. The agency concluded that because LOGMET failed to describe, demonstrate, or provide detail concerning the site supervisor’s responsibilities, the protester’s proposal was deficient. The agency reached a similar conclusion with respect to the protester’s proposed approach to its chain of authority and administrative oversight of the IDIQ program as a whole. *Id.* at 6-7. Accordingly, the agency found the key personnel element of the program management plan technical subfactor contained one or more deficiencies and was therefore “unawardable with risk to performance being unacceptably high.” *Id.* at 8.

We find no basis to question the Air Force’s assessment of the above-mentioned deficiencies to LOGMET’s proposal under the key personnel element of the program management plan technical subfactor. The RFP and SOW explicitly required offerors to provide a detailed approach and methodology to meeting the SOW’s requirements. As relevant here, this included a proposed approach to meeting SOW requirements pertaining to the on-site supervisor’s responsibilities in the areas of worker accountability (e.g., “ensuring . . . that [c]ontractor employees are available for work daily” and addressing manpower shortage issues) and task assignment (e.g., ensuring “completion of tasks assigned to their personnel [in accordance with] appropriate planning and scheduling and technical documents”). SOW at 5. This also included a proposed approach with respect to the chain of authority (e.g., how the IDIQ program manager and task order on-site supervisors “maintain administrative oversight of task order daily operations”). *Id.* at 14.

The record demonstrates that instead of providing an approach or describing a methodology, entire sections of the protester’s proposal were verbatim or near-verbatim recitations of the SOW. The solicitation explicitly provided that restating or copying and pasting from the SOW could result in a deficient and therefore unacceptable proposal. Thus, we find the agency’s assessment of deficiencies to the protester’s proposal in this regard were reasonable, as the protester’s proposal failed to respond to material solicitation requirements in the manner prescribed by the solicitation.

Further, LOGMET does not contest or otherwise explain why portions of its proposal were simply copied and pasted from the SOW. Rather, the protester asserts that the agency “overlooked” pertinent information in other parts of its proposal that demonstrates it complied with the SOW’s requirements. Protest at 16, 18. For example, the protester points to the management of personnel section of its proposal, which corresponded to an element of the RMSF technical subfactor and included a figure (Figure 23) displaying roles and responsibilities of the site supervisor. *Id.*; AR, Tab 24, LOGMET Proposal at 45. The figure consisted of boxes and arrows accompanied by short, bulleted phrases or single words. LOGMET contends this diagram depicted the site supervisor’s authority and responsibilities including supervision of all work processes. Protest at 16.

We find this argument to be meritless. The contemporaneous record shows that the agency considered the very information that the protester alleges was overlooked--i.e.,

figure 23. See AR, Tab 27, Agency Technical Evaluation Worksheets at 7. This belies the protester's argument that this information was "overlooked."

Additionally, we disagree with LOGMET's argument that the purportedly overlooked information contains a description "in detail" of the "offeror's management approach toward accomplishing the requirements of the SOW," including a "detailed and clear methodology." RFP § L at 6; RFP § M at 5. Rather, the figure simply provides, as relevant to the protest grounds here, that the site supervisor manages personnel, and monitors personnel actions.⁶ See AR, Tab 24, LOGMET Proposal at 45. The agency concluded that while figure 23 had "a multitude of titles including bullet points" there was "no accompanying demonstration or detailed verbiage beyond restated SOW verbiage . . . to address demonstrating or otherwise providing clear methodology for aspects of worker accountability, task assignment and chain of authority." AR, Tab 27, Agency Technical Evaluation Worksheets at 7.

Based on our review of the record, we agree with the agency that this falls well short of the solicitation's requirements to provide a detailed methodology regarding how the protester's key personnel--here, the on-site supervisor--would carry out their responsibilities.⁷ Similarly, there is nothing in the protester's proposal that discusses how the IDIQ program manager and on-site supervisor together provide administrative oversight of task order operations, as required by the SOW with respect to chain of authority. Ultimately, the protester's arguments concerning the rating of unacceptable assessed to its proposal amount to mere disagreement with the agency's judgment and are therefore denied.

Because we find the Air Force reasonably assessed deficiencies to LOGMET's proposal under the key personnel element of the program management plan technical subfactor, we need not address the protester's other arguments concerning deficiencies assessed under other elements of this subfactor (such as the ramp-up and transition element), or the agency's purported failure to assign strengths to the protester's proposal under this subfactor. The RFP stated that an offeror's proposal would be assessed a rating of unacceptable under a particular subfactor if it contained "one or more deficiencies."

⁶ The protester also contends that the agency overlooked the caption accompanying figure 23, which provides that "the [s]ite [s]upervisor is the [DELETED]" and the brief description of figure 23 explaining that the site supervisor "is the [DELETED] for the [DELETED] of the contract[.]" AR, Tab 24, LOGMET Proposal at 45. It is unclear how these brief statements demonstrate the protester's detailed approach and methodology with respect to the key personnel element of the SOW.

⁷ The protester raises the collateral argument that "portions of [the relevant SOW section] are directives with no discretion as to manner," and that therefore it could not provide a detailed methodology where only a statement of compliance would suffice. Comments at 5. We disagree. As noted above, the solicitation did not request statements of compliance but rather detailed explanations of the methodology the offeror would use to meet those directives.

RFP § M at 4. To merit the next highest rating, marginal, a proposal could not contain any deficiencies. See *id.* (defining a marginal rating as “[p]roposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.”). Therefore, even if the agency erred in assessing deficiencies or not assessing certain strengths to the protester’s proposal under this technical subfactor, its proposal still would have received the deficiencies explained above and therefore a rating of unacceptable under the program management plan technical subfactor.⁸ Accordingly, we find the Air Force reasonably determined LOGMET’s proposal to be “unawardable, and/or risk of performance is unacceptably high,” consistent with the RFP’s rating scheme. *Id.*

Prejudice

Based on our resolution of the protest grounds above, we find that LOGMET cannot demonstrate competitive prejudice with respect to any of its remaining protest grounds. Competitive prejudice is an essential element of a viable protest. We will sustain a protest only where the protester demonstrates that but for the agency’s error, it would have had a substantial chance of receiving the award. *E.g. Technica LLC, B-417177 et al.*, Mar. 21, 2019, 2019 CPD ¶ 125 at 5-7. Where the record establishes no possibility of competitive prejudice, we will not sustain the protest even if a defect in the procurement is found. *Procentrix, Inc.*, B-414629, B-414629.2, Aug. 4, 2017, 2017 CPD ¶ 255 at 11-12.

Here, because we find the Air Force reasonably assessed a rating of unacceptable to LOGMET’s proposal under at least one of the two technical subfactors, the protester cannot demonstrate competitive prejudice with respect to any remaining protest grounds not addressed in this decision. This includes both the protester’s challenge to the agency’s assessment of a rating of unacceptable to its proposal under the RMSP technical subfactor, and the challenge to the agency’s purported unreasonable failure to assign strengths to the protester’s proposal under the quality control plan technical subfactor.

In this regard, we find LOGMET would not have had a substantial chance of receiving an award, because it was ranked thirteenth in the agency’s best-value rankings in part due to the rating of unacceptable assessed to its proposal under the program management plan technical subfactor. The top eleven ranked offerors’ proposals were

⁸ We also note that the protester’s receipt of a rating of unacceptable under the program management plan technical subfactor necessarily meant that it should have received a rating of unacceptable for the technical factor overall. See RFP § M at 4 (stating that “[i]f an offeror’s proposal receives an [u]nacceptable rating for any technical subfactor, it will result in an [u]nacceptable rating for the overall technical proposal factor”). It does not appear that the agency’s contemporaneous evaluation and source selection documents demonstrate that the agency considered an overall technical factor rating, however, and instead focused on offerors’ subfactor ratings. See AR, Tab 28, Agency Comparative Analysis and Award Recommendation.

not assessed any ratings of unacceptable. See AR, Tab 28, Agency Comparative Analysis Report and Award Recommendation at 1. Even though the offeror ranked immediately above LOGMET received a rating of unacceptable under the program management plan technical subfactor, there were six more offerors, plus the five awardees, ranked above LOGMET with proposals that did not receive any ratings of unacceptable.⁹ The protester has not challenged the ratings or evaluations of the five awardees, or any of the additional seven offerors ranked ahead of LOGMET.

As explained above, the solicitation provided that the technical factor was significantly more important than price. RFP § M at 1-2. Because LOGMET's proposal was reasonably assessed at least one rating of unacceptable under the technical subfactors, and there were, in addition to the five awardees, six offerors ranked ahead of it with no ratings of unacceptable (and one offeror ranked ahead of it with a single rating of unacceptable), LOGMET has not shown that its proposal would have had a substantial chance of receiving award regardless of our resolution of the other protest allegations. LOGMET has accordingly not demonstrated competitive prejudice with respect to its remaining protest grounds, and they are therefore dismissed. See *The Mission Essential Grp., LLC*, B-423053, B-423053.2, Jan. 15, 2025, 2025 CPD ¶ 39 at 21-22 (dismissing protester's remaining protest grounds where the protester could not demonstrate competitive prejudice after our Office found an agency reasonably determined the protester's proposal was unacceptable).

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

⁹ We further emphasize that the RFP provided that receipt of a rating of unacceptable under any technical subfactor necessarily meant an offeror would receive an "[u]nacceptable rating for the overall technical proposal factor." RFP § M at 4. An unacceptable proposal was further defined as one that "does not meet requirements of the solicitation and . . . is unawardable, and/or risk of performance is unacceptably high." *Id.* For the reasons explained herein, we find the agency reasonably determined the protester's proposal to be unacceptable and thus unawardable. See AR, Tab 27, Agency Technical Evaluation Worksheets at 8.