



## Decision

**Matter of:** Warfighter Focused Logistics, Inc.

**File:** B-423546, B-423546.2

**Date:** August 5, 2025

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Darrell Kem, for the protester.

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### DIGEST

1. Protest challenging agency's failure to use protester's existing long-term contract to procure the required goods is dismissed where the issue would require interpreting protester's existing contract and determining whether agency's actions constituted a contract breach, which is a matter of contract administration that GAO will not review.
  2. Protest challenging evaluation of awardee's quotation is dismissed for failure to state a valid basis of protest, and protest challenging agency's evaluation of protester's past performance is denied where agency's evaluation was reasonable and consistent with the terms of the solicitation.
  3. Protest challenging agency's source selection decision is denied where agency reasonably determined awardee's higher-priced quotation was worth the price premium, and the agency's decision was sufficiently documented.
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### DECISION

Warfighter Focused Logistics, Inc. (WFL), of Fort Lauderdale, Florida, protests the issuance of a delivery order to Vehicle Maintenance Program, Inc. (VMP), of Boca Raton, Florida, under request for quotations (RFQ) No. SPE7L4-25-Q-0148 by the Defense Logistics Agency (DLA) for vehicle tire cross chains. The protester argues that the agency improperly avoided use of WFL's existing long-term contract (LTC), unreasonably evaluated quotations, and conducted a flawed source selection decision.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on April 15, 2025, as a small business set-aside, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 13 and the special emergency procurement authority of FAR part 18. Agency Report (AR), Tab 2, RFQ at 1<sup>1</sup>; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The agency sought the supply of 1770 tire cross chains, used for various critical weapons systems. RFQ at 4; AR, Tab 8, Simplified Acquisition Award Document (SAAD) at 1. Award was to be made on a best-value tradeoff basis, considering the following evaluation factors: past performance, offered delivery, and price. RFQ at 2. The solicitation required the tire cross chains to be delivered within 150 days. *Id.* Relevant here, the agency did not contemplate, nor did the solicitation provide for, discussions with vendors prior to making award. See *generally* RFQ.

The agency received four quotations by the April 22 submission deadline. COS/MOL at 3. On April 25, DLA issued a delivery order to VMP for \$983,324, finding VMP to represent the best value to the government. AR, Tab 1, Delivery Order at 1; AR, Tab 8, SAAD at 3,9. WFL filed an agency-level protest on April 29. AR, Tab 11, Agency-Level Protest. The agency denied that agency-level protest on May 15. AR, Tab 12, Agency-Level Protest Decision. WFL then filed this protest with our Office on May 17.

## DISCUSSION

The protester raises several challenges, asserting among others that (1) bypassing WFL's LTC was improper; (2) the agency's evaluation of quotations was unreasonable; and (3) the agency's source selection decision was flawed. Protest at 2-4. The agency responds that its evaluation and source selection decision were conducted properly. COS/MOL at 5-7. Although we do not address every aspect of WFL's protest, we have reviewed all of the protester's allegations and find no basis to sustain the protest.

### Protester's Long-Term Contract

The protester first argues that DLA improperly bypassed WFL's existing LTC. Protest at 2. Specifically, the protester contends "WFL holds a current and valid Long-Term Contract (LTC) with DLA for the exact same item (NSN 2540-01-483-2930) covered under the RFQ," and alleges that its LTC was viable and "not fully utilized, nor were the order quantities exceeded." *Id.* The gravamen of WFL's grievance is that the agency breached WFL's contract when DLA failed to utilize the protester's existing LTC to acquire the items being procured here.

The agency responds that this allegation is a matter of contract administration and should be dismissed. We agree. In this regard, resolving the allegation--that DLA improperly failed to use the protester's LTC to procure the items as issue--would require

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<sup>1</sup> Citations to the record are to the sequential page numbers of the Adobe PDF documents.

our Office to interpret WFL's existing contract to determine whether DLA's actions constituted a breach of contract, which are matters of contract administration. *Military Agency Servs. Pty., Ltd.*, B-290414 *et al.*, Aug. 1, 2002, 2002 CPD ¶ 130 at 3.

Under the Competition in Contracting Act of 1984, our jurisdiction to resolve bid protests extends to resolving disputes concerning the alleged violation of procurement laws and regulations in connection with the award of contracts by federal agencies. 31 U.S.C. §§ 3551-3552. In exercising this authority, we do not review matters of contract administration, which are within the discretion of the contracting agency and are, under the Contract Disputes Act of 1978, for review by a cognizant board of contract appeals or the U.S. Court of Federal Claims. 4 C.F.R. § 21.5(a); *Hawker Eternacell, Inc.*, B-283586, Nov. 23, 1999, 99-2 CPD ¶ 96 at 3. Thus, we will not review the parties' dispute concerning whether these supplies were required to be ordered under WFL's existing LTC, and this allegation is dismissed.<sup>2</sup> *Murray-Benjamin Elec. Co., LP*, B-298481, Sept. 7, 2006, 2006 CPD ¶ 129 at 2.

#### Evaluation of Awardee's Quotation

Next, WFL contends that the agency's evaluation of VMP's quotation was unreasonable. Protest at 2. Specifically, the protester alleges VMP misrepresented the inventory stock VMP had available at the time the firm submitted its quotation. *Id.* at 2. According to the protester, both WFL and VMP used the same supplier for the tire cross chains. *Id.* The protester alleges that the stock VMP quoted was inventory "that WFL had already procured, which was being held at [the supplier's] facility." *Id.* Essentially, the protester argues that there was no stock available from the supplier VMP would use to supply the requirement because the inventory quoted by VMP was allegedly owned by WFL. *Id.*

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<sup>2</sup> The protester also contends that the agency's issuance of the current solicitation was a result of "an acquisition planning error." Protest at 2. To the extent the protester argues that the agency's issuance of the current solicitation was based on a lack of advanced planning, this allegation is untimely. Our Bid Protest Regulations contain strict rules for the timely submission of protests. 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. *FitNet Purchasing Alliance*, B-400553, Sept. 24, 2008, 2008 CPD ¶ 117 at 2.

They specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). Here, the protester was on notice that the agency did not intend to use WFL's LTC to procure the tire cross chains when DLA issued the solicitation on April 15, 2025. Rather than timely challenge the solicitation before the RFQ's closing date on April 22, WFL waited until after award had been made to VMP before raising this allegation. As a result, this argument is clearly untimely. *Lulus Ostrich Ranch*, B-408993.2, Feb. 21, 2014, 2014 CPD ¶ 70 at 3-4; see RFQ at 1.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action.<sup>3</sup> Protesters must provide more than a bare allegation; the allegation must be supported by some explanation and evidence that establishes the likelihood the protester will prevail in its claim of improper agency action.

Here, we find that the protester has not provided sufficient information to support its contention that VMP misrepresented its supply. Although the protester argues that vendors cannot obtain the tire cross chains through "ordinary supply channels," WFL provides no evidence to support for this statement, or any information suggesting that VMP intended to use the same supplier that WFL intended to use. See Protest at 3; Protest, exh. G, WFL Email with Supplier at 2 (only stating that supplier was in contact with "other partners."). Further, even assuming that VMP and WFL were using the same supplier, WFL presents no information to support the assertion that WFL owned all of the supplier's stock, or that the supplier only had enough inventory to supply items for one procurement or one dealer. See Protest, exh. G, WFL Email with Supplier at 2. As such, we find that the protester's bare assertion to be speculative and is factually and legally insufficient. *Raytheon Blackbird Techs., Inc.*, B-417522; B-417522.2, July 11, 2019, 2019 CPD ¶ 254 at 3-4.

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<sup>3</sup> In response to section 885(a) of the Servicemember Quality of Life Improvement and National Defense Authorization Act for Fiscal Year 2025, Pub. L. No. 118-159 (Dec. 23, 2024), GAO proposed to clarify and enhance our pleading standard to resolve any perceived ambiguity between our pleading standard and how it has been applied in our decisions. In this regard, our stated pleading standard provides that protesters must allege, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. This formulation may have created a perception that allegations standing alone are sufficient to meet our pleading standards. In practice, our decisions have explained that "bare allegations" or allegations based upon "information and belief" are not sufficient to meet our pleading standards.

In order to make it clear that only protests meeting the standards of legal and factual sufficiency will survive dismissal, we proposed to replace our existing formulation with a requirement that protesters must provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. GAO's Proposal in Response to Section 885 of the Servicemember Quality of Life Improvement and National Defense Authorization Act for Fiscal Year 2025 (FY2025 NDAA), B-423717, July 14, 2025 at 22-23. We adopt this formulation of our pleading standard here and in future decisions.

## Evaluation of Protester's Past Performance

The protester argues also that the agency's evaluation of WFL's past performance was unreasonable. Protest at 3-4. The agency responds that the agency's evaluation of WFL's past performance was reasonable and evaluated in accordance with the terms of the solicitation. COS/MOL at 5-6. We agree.

An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. *RELYANT Glob., LLC*, B-413741, Nov. 21, 2016, 2016 CPD ¶ 338 at 4. Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. *Texas Waste Co., LLC*, B-421363.2, Nov. 8, 2023, 2023 CPD ¶ 256 at 5. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Significance Inc.*, B-421307; B-421307.2, Mar. 3, 2023, 2023 CPD ¶ 61 at 4.

As noted, the solicitation provided that the agency would consider delivery, past performance, and price, in evaluating quotations. RFQ at 2. Past performance was to be evaluated in accordance with Procurement Note L08, Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations, as proscribed under section 15.303 of the Defense Logistics Acquisition Directive (DLAD).<sup>4</sup> *Id.*; AR, Tab 3, Master Solicitation at 36. Consistent with the solicitation, the contracting officer also used the Vendor Performance History Database (VPH), which allowed the agency to validate vendor performance history across separate databases. COS/MOL at 3 n.2; see AR, Tab 4, DLAD Procurement Notes at 48 ("The Government will use [SPRS] . . . and may use other performance history to evaluate suppliers past performance.").

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<sup>4</sup> Procurement Note L08 states, in relevant part:

(1) The Government will use the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

AR, Tab 4, DLAD Procurement Notes at 48.

In evaluating WFL's past performance, the contracting officer reviewed the protester's SPRS and VPH scores, and found that, based on WFL's performance information, the firm did not represent the best value to the government. For example, the contracting officer found that WFL had a SPRS score of 6 out of 100,<sup>5</sup> a 3-year VPH score of 26 out of 100,<sup>6</sup> and a delinquency rate of 67.6 percent. AR, Tab 8, SAAD at 3; COS/MOL at 3. The agency also noted that the protester's average delivery time was 19 days late. AR, Tab 8, SAAD at 3; COS/MOL at 4. Based on this record, we find that the agency evaluated the protester's past performance in accordance with the solicitation, and we find nothing objectionable with the agency's conclusion that the protester had a high risk of poor performance. *RELYANT Glob., LLC, supra*; see COS/MOL at 4.

The protester disputes its past performance ratings, contending that the SPRS scores were based on misunderstandings between DLA and WFL throughout the course of performance on prior contracts. Protest at 3-4. However, where an agency is not required to hold discussions or to otherwise communicate with vendors regarding past performance information--as is the case here--and where the evaluators and selection official have no reason to question the validity of the past performance information, they can reasonably rely on the information furnished without seeking to verify it or permitting the protester an opportunity to rebut it. *Ocean Tech. Servs., Inc.*, B-288659, Nov. 27, 2001, 2001 CPD ¶ 193 at 5; see FAR 13.106-2(b)(3).

Here, DLA relied on credible systems to review WFL's past performance--systems which were specifically identified in the solicitation. As an initial matter, the protester has neither challenged the solicitation's requirement to use SPRS in the evaluation of vendors' past performance. See Protest. Nor, relevant to the argument here, has WFL alleged the agency relied on unverifiable information or SPRS ratings that had been challenged by the protester. See AR, Tab 10, SPRS evaluation Criteria Manual at 11 (noting that negative records observe a 14-day period where they are held out of scoring, allowing vendors to review and challenge records believed to be inaccurate).

Nothing in the record suggests, at the time the contracting officer evaluated WFL's quotation, there was any reason to question the accuracy of the information obtained from the SPRS or VPH systems. In this regard, an agency's past performance evaluation may be based on a reasonable perception of inadequate prior performance, even where the protester disputes the agency's interpretation of the underlying facts.

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<sup>5</sup> A contractor's SPRS delivery score is based on a weighted combination of the percentage of contract line items with on-time deliveries and the average days late for all deliveries within a Federal Supply Class (FSC). AR, Tab 10, SPRS Evaluation Criteria Manual at 8.

<sup>6</sup> According to the agency, "the VPH weighted average delivery score is based on a weighted average of SPRS delivery scores across all FSCs," and that "WFL's VPH delivery score of 26 indicates a level of performance that, when calculated pursuant to the formula, renders a low delivery score." COS/MOL at 3.

*John Blood*, B-290593, Aug. 26, 2002, 2002 CPD ¶ 151 at 4. On this record, we find that the agency, consistent with the terms of the solicitation, reasonably relied on credible past performance information to evaluate WFL's quotation. As such, we find nothing objectionable with the agency's conclusion that WFL's past performance indicated a performance risk, and this allegation is denied.<sup>7</sup> *Lynwood Mach. & Eng'g, Inc.*, B-285696, Sept. 18, 2000, 2001 CPD ¶ 113 at 7.

#### Source Selection Decision

Lastly, WFL challenges the agency's source selection decision. The protester contends that "DLA selected the higher-priced offer based largely on numerical past performance ratings (SPRS), without a clear or rational explanation for the premium." Protest at 4. The agency responds that its award decision was reasonable and adequately documented. COS/MOL at 6.

As noted above, the solicitation was issued using simplified acquisition procedures. When using these procedures, an agency must conduct the procurement consistent with a concern for fair and equitable competition and must evaluate quotations or proposals in accordance with the terms of the solicitation. *Colonna's Shipyard, Inc.*, B-418896, Sept. 29, 2020, 2020 CPD ¶ 320 at 5. In reviewing a protest of a simplified acquisition, we examine the record to determine whether the agency met this standard and exercised its discretion reasonably. *Significance Inc., supra*.

As set forth above, the solicitation established that award would be made to the vendor whose quotation demonstrated the best overall value to the government. RFQ at 2. The solicitation noted that "[p]ast performance, offered delivery, and price will be evaluated when making a comparative assessment." *Id.* In a best-value procurement, agency officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results. *Colonna's Shipyard, Inc., supra*. An agency may properly select a more highly rated quotation or proposal over one offering a lower price where it has reasonably determined that the technical

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<sup>7</sup> To the extent that WFL challenges the contents or findings of the SPRS report, this raises a matter of contract administration, which we do not review. 4 C.F.R. S 21.5(a); see *Texas Waste Co., LLC, supra* at 6 n.7 (finding that challenge to CPARS report was a matter of contract administration). The SPRS report uses prior contract history to calculate performance risk. Thus, the contents of an SPRS report are related to performance on prior contracts, and any disputes regarding such performance are matters of contract administration. See *Wittenberg Weiner Consulting, LLC*, B-413460, Oct. 31, 2016, 2016 CPD ¶ 319 at 4 ("[A] firm's performance of a contract is a matter of contract administration that is not for our review."). Any alleged disputes that arise regarding the contents of the SPRS report must be challenged through the appropriate channels. AR, Tab 4, DLAD Procurement Notes at 48-49 ("The SPRS Software User's Guide for Awardees/Contractors . . . provides the method to challenge a rating generated by SPRS.").

superiority outweighs the price difference. *Leadership & Performance Strategies, LLC*, B-422023, Dec. 29, 2023, 2024 CPD ¶ 16 at 6.

Here, the contracting officer compared the protester and awardee's quotations under the stated evaluation criteria and decided that the merit of VMP's quotation justified paying a price premium. Specifically, the contracting officer noted that while VMP's overall quoted price was higher than WFL's quoted price, and VMP quoted a longer delivery time, "Warfighter Focused Logistics has been unable to meet quoted contract delivery dates on 9 out of 10 currently active Delivery Orders. The past performance data shows that Vehicle Maintenance Program, Inc. . . . has a better past performance history than Warfighter Focused Logistics." AR, Tab 8, SAAD at 3. Our review of the record shows that the agency sufficiently documented its rationale. In this regard, the protester's objections to the source selection decision reflect its disagreement with the agency's selection decision, but do not demonstrate an unreasonable or otherwise improper award determination. *Gulf Civilization Gen. Trading & Contracting Co.*, B-417586, Aug. 23, 2019, 2019 CPD ¶ 300 at 9-10. As such, we find no merit to this allegation.

The protest is denied.

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