



# Decision

**Matter of:** East Coast Flight Services, Inc.

**File:** B-423977

**Date:** January 7, 2026

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Edward C. Ambler for the protester.

Jennifer S. Zucker, Esq., and Christopher O'Brien, Esq., Greenberg Traurig, LLP, for CSI Aviation, Inc., the intervenor.

Colonel Justin A. Silverman, and Kelsi Pilcher, Esq., Department of the Air Force; and Todd P. Federici, Esq. and Adam J. Koudelka, Esq., United States Transportation Command, for the agency.

Jacob M. Talcott, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the award of a contract solely on basis that the awardee's proposal was higher-priced is dismissed as legally insufficient where the solicitation expressly permitted award of a higher technically rated proposal with a higher price.
2. Protest alleging that the unsuccessful offeror notice contained incorrect information is dismissed as legally insufficient because post-award notices are procedural matters that are unrelated to the validity of the award.
3. Protest alleging that the agency unreasonably evaluated the protester's past performance is dismissed as legally insufficient where the solicitation precluded the agency from considering the protester's references where they were outside of the 3-year window permitted by the solicitation.

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## DECISION

East Coast Flight Services, Inc. (ECFS), a small business of Easton, Maryland, protests the award of a contract to CSI Aviation, Inc., a small business of Killeen, Texas, under request for proposals (RFP) No. HTC711-25-R-C004, issued by the United States Transportation Command (USTRANSCOM), for fixed-wing services. The protester contends that the agency unreasonably evaluated proposals, resulting in a flawed source selection decision.

We dismiss the protest because, as filed with our Office, it does not establish a valid basis for challenging the agency's action.

## BACKGROUND

On March 18, 2025, in accordance with Federal Acquisition Regulation (FAR) part 15, USTRANSCOM issued the RFP as a set-aside for small businesses. RFP at 1. The solicitation anticipated the award of a contract for fixed-wing services. RFP at 1; Req. for Dismissal at 1. The solicitation provided for award on a best-value basis, using a tradeoff process considering the following factors: business proposal, technical capability, past performance, and price. RFP at 2.

The agency received timely proposals from both ECFS and CSI. Req. for Dismissal at 2. On September 18, 2025, USTRANSCOM notified the protester that award had been made to CSI in the amount of \$20,162,235. Req. for Dismissal, Attach. 3, Unsuccessful Offeror Notice at 1. After requesting and receiving a debriefing on September 22, 2025, ECFS filed this protest with our Office. Protest, attach. 4, Debriefing at 1.

## DISCUSSION

ECFS sets forth the following in its protest: (1) the award "appears to constitute government waste"; (2) the unsuccessful offeror notice contained incorrect information concerning ECFS's proposal; (3) ECFS has five years of experience on a prior contract for these services from "August of 2015 to December [2020]"<sup>1</sup>; and (4) ECFS received a past performance rating of satisfactory confidence and the awardee received a rating of substantial confidence. *Id.* The agency filed a request for dismissal of the protest in its entirety, arguing that the protest fails to provide "any facts or legal basis regarding [a]gency error." Req. for Dismissal at 1. For the reasons discussed below, we dismiss all four arguments as legally insufficient.<sup>2</sup>

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<sup>1</sup> ECFS did not provide an end date for this cited performance. See Protest at 1. However, given ECFS's own statement that it worked on this effort for five years from "August 2015 to December," performance would have occurred between August 2015 and December 2020. Protest at 1.

<sup>2</sup> In response to the agency's request for dismissal, ECFS filed a copy of the evaluation notice that it received from the agency on July 8, 2025. See Resp. to Req. for Dismissal at 1-2. In a separate submission, ECFS filed a "correction," which contained a series of conclusory assertions that its protest was factually and legally sufficient. See Second Resp. to Req. for Dismissal at 3 (stating that "[e]ach ground includes . . . a factual basis . . . legal grounds for relief . . . and an explanation of prejudice"). ECFS further stated that there were "factual disagreements," but failed to cite any specific disagreement. See *id.* Given that the protester's responses fail to provide any substantive rebuttal to the request for dismissal, this decision makes no further reference to these filings.

Our Bid Protest Regulations, specifically 4 C.F.R. § 21.1(c)(4) and (f), require that a protest include a detailed statement of the legal and factual grounds of protest, and that the grounds stated be legally sufficient. 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. *Warfighter Focused Logistics, Inc.*, B-423546; B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4.

#### Price Evaluation

ECFS asserts that the difference between its price and the awarded price "appears to constitute government waste." Protest at 1. The agency requests dismissal of this protest ground because simply making award to a higher priced proposal, without more, is not a valid ground for protest as the solicitation expressly permitted such a result. Req. for Dismissal at 4.

We agree that dismissal is warranted here. The solicitation provided that the agency would evaluate proposals based on the following criteria: business proposal, technical capability, past performance, and price. Req. for Dismissal, Attach. 1, RFP at 2. The solicitation further provided that the agency would make award to the proposal that represented the best value to agency, which "may result in award to a higher rated, higher priced offeror." *Id.* We also note that ECFS does not challenge the agency's technical evaluation or best-value tradeoff decision; instead, it argues only that the price "differential" was too great. Protest at 1. Because the solicitation allowed for award to a higher priced proposal, the mere fact that the awarded price was higher than the price submitted by ECFS is not indicative of improper agency action. Req. for Dismissal, Attach. 1, RFP at 2. Accordingly, we dismiss this protest ground as failing to state a valid basis of protest because it is based solely on the flawed assumption that making award to a higher priced proposal was inherently unreasonable. See *Xenith Grp., LLC*, B-420706, July 14, 2022, 2022 CPD ¶ 184 at 3 (stating that our Office will dismiss a protest without requiring the agency to submit a report where the protest is based on flawed legal assumptions). This protest ground is dismissed.

#### Unsuccessful Offeror Notice

ECFS next contends that the unsuccessful offeror notice contained "incorrect information." Protest at 1. As relevant here and noted above, this procurement was conducted using the procedures of FAR part 15, and the agency provided ECFS an unsuccessful offeror notice in accordance with FAR section 15.503(b)(1), Post Award Notices--which specifies the information required to be included in a notice to unsuccessful offerors. Req. for Dismissal, Attach. 4, Unsuccessful Offeror Notice at 1. The agency requests dismissal of this protest ground on the basis that challenging the content of an unsuccessful offeror notice is not a legally sufficient ground of protest. Req. for Dismissal at 6; see 4 C.F.R. § 21.1(c)(4).

Section 15.503(b)(1) of the FAR provides, in relevant part, that the contracting officer “shall provide written notification to each offeror whose proposal was in the competitive range but was not selected for award.” This section further lists the information that an unsuccessful offeror notice must contain, such as the number of offerors solicited, the number of proposals received, the name and address of each offeror receiving an award, and the reason(s) the offeror’s proposal was not accepted. FAR 15.503(b)(1)(i)-(iv).

Notwithstanding these requirements, our decisions make clear that an agency’s failure to comply with this FAR section does not provide a basis for protest. See *Colonna’s Shipyard, Inc.*, B-418896, Sept. 29, 2020, 2020 CPD ¶ 320 at 7 (“[T]he adequacy of a debriefing or post-award notice is a procedural matter that is not for consideration of our Office; the agency’s actions after award are unrelated to the validity of the award itself.”); see *AeroSage, LLC; SageCare, Inc.*, B-415607, B-415607.2, B-415607.3, Jan. 3, 2018, 2018 CPD ¶ 11 at 3, n.4 (dismissing challenge to the agency’s post-award notice on the basis that such arguments are procedural in nature and do not affect the validity of the underlying award). Here, because the post-award notice is a procedural matter that is unrelated to the validity of the award, the protester’s challenge to the adequacy of the post-award notice fails to state a valid basis of protest, and therefore, is dismissed.

#### Evaluation of Past Performance

In its protest, ECFS next asserts that it has “successfully operated and performed all the tasks” on a prior contract for these services “for 5 years from August 2015 to December [2020].” Protest at 1. To the extent this assertion constitutes a basis of protest, the agency requests dismissal of this protest ground because it fails to provide a factually and legally sufficient basis given that the solicitation permitted the agency to consider past performance only within three years of proposal submission. Req. for Dismissal at 6.

As relevant here, the solicitation provided that the agency would evaluate the recency and relevancy of each past performance reference. RFP at 4. To be considered recent, the solicitation provided that the reference must be ongoing or have been completed within three years of proposal submission. *Id.* The solicitation further provided that any past performance information that “exceeds the three-year limitation will not be considered.” *Id.* In this instance, even if we were to agree with ECFS that it successfully performed on a prior contract for these same services, we would have no basis to find any error with the agency’s award as the solicitation expressly prohibited the agency from considering past performance that occurred more than three years prior to the date of proposal submission. See *id.* Given that the performance cited by ECFS occurred from 2015 to 2020, and that proposals here were submitted on April 23, 2025, the plain terms of the solicitation did not allow the agency to consider the cited past performance in its evaluation as it was outside of the 3-year window. Because the RFP precluded the agency from considering the past performance cited by ECFS, the

protester has failed to raise a valid basis of protest. As such, this protest ground is dismissed.

ECFS also states that “[ECFS] had a past performance [rating] of Satisfactory Confidence and the Awardee had [a rating of] Substantial Confidence,” and ECFS had “[o]perated the contract flawlessly for 5 years.” Protest at 1. The agency requests dismissal on the basis that these two sentences do not constitute a valid protest ground. We agree. As mentioned above, our regulations require protesters to 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. 4 C.F.R. § 21.1(c)(4); *Warfighter Focused Logistics, Inc., supra*. Here, ECFS does not challenge the rating that the agency assigned its proposal or the awardee’s proposal, but rather, identifies only the past performance ratings that each offeror received while mentioning its performance on a prior contract. Without more, the protester’s allegation is legally and factually insufficient, and therefore, is dismissed.

The protest is dismissed.

Edda Emmanuelli Perez  
General Counsel