



## Decision

**Matter of:** Mustang Survival Manufacturing, Inc.

**File:** B-424336

**Date:** June 4, 2026

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Andrew Branagh for the protester.

Thomas E. Daley, Esq., and Frederick W. La Violette, Esq., DLA Piper LLP US, for RFD Beaufort, Inc., the intervenor.

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### DIGEST

Protest challenging various aspects of the agency's evaluation of the awardee's proposal and the award decision is denied where the evaluation was reasonable and consistent with applicable regulations and the terms of the solicitation.

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### DECISION

Mustang Survival Manufacturing, Inc. (Mustang), of LaFayette, California, protests the award of a contract to RFD Beaufort, Inc., of Sharon Center, Ohio, under request for proposals (RFP) No. N00104-25-R-ZD83, issued by the Department of the Navy, Naval Supply Systems Command, for submarine escape and surface survival personnel equipment (SESSPE) suits. The protester challenges various aspects of the agency's evaluation of RFD Beaufort's proposal, as well as the award decision.

We deny the protest.

### BACKGROUND

The SESSPE suit is a life-saving device used to evacuate submariners from a submerged submarine in the event of an emergency. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1.<sup>1</sup> The agency states that in every submarine, there must be a SESSPE suit for every submariner, and there are two

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<sup>1</sup> Citations to documents in this decision are to the PDF page numbers.

prequalified sources for SESSPE suits: Mustang and RFD Beaufort. *Id.*

On October 1, 2025, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15,<sup>2</sup> the Navy issued the RFP, seeking 998 SESSPE suits.<sup>3</sup> COS/MOL at 1, 3; AR, Tab 6, RFP at 2; AR, Tab 9, RFP amend. 3 at 6-9. The solicitation contemplated a fixed-price contract, with an option to purchase up to 100 percent of the base quantity of SESSPE suits. COS/MOL at 1-2. The agency reserved the right to award multiple contracts if doing so was determined to be in the government's best interests. RFP amend. 3 at 8.

The RFP established that award would be made on a lowest-priced, technically acceptable (LPTA) basis. RFP at 59. In addition, and relevant here, the RFP incorporated Defense Federal Acquisition Regulation Supplement (DFARS) provision 252.204-7024, Notice on the Use of the Supplier Performance Risk System (SPRS).<sup>4</sup> *Id.* The relevant section of this provision, describing use of the SPRS, states that the contracting officer will consider information regarding item, price, and supplier risks from the SPRS in the evaluation. DFARS provision 252.204-7024(c).

The Navy received proposals from Mustang and RFD Beaufort prior to the solicitation's February 2, 2026 closing date. COS/MOL at 3. The agency evaluated the offerors' proposals and determined that both of the proposals were technically acceptable. *Id.*

The contracting officer also evaluated the offerors' pricing, with Mustang proposing a base quantity unit price of \$3,875, and RFD Beaufort proposing a base quantity unit price of \$3,706. AR, Tab 15, Business Clearance Memo at 1. The contracting officer

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<sup>2</sup> We note that although the RFP did not reference the Revolutionary Federal Acquisition Regulation Overhaul (RFO), the contemporaneous evaluation documentation cited sections of RFO part 15. Agency Report (AR), Tab 15, Business Clearance Memo at 10-11. We asked the agency to clarify whether the RFP was issued under the RFO, and the agency informed our Office that the RFP was not issued under the RFO, and the Navy did not rely on the RFO in this procurement. Agency Resp. The Navy explains that the contracting officer referenced the RFO in the evaluation documents because "[t]he Agency was advised to start citing to the RFO in our documentation starting January 2026." *Id.* In any event, it does not appear that any distinctions between the prior and the RFO versions of FAR part 15 would affect the analysis of the agency's actions in this procurement.

<sup>3</sup> The agency issued five amendments to the RFP. COS/MOL at 3. Relevant here, amendment 3, issued on December 22 and submitted as tab 9 to the agency report, reduced the base quantity of SESSPE suits from 1,000 to 998, and it provided the solicitation instructions. *Id.* at 3; AR, Tab 9, RFP amend. 3 at 6-9.

<sup>4</sup> The agency states: "SPRS is an online database that stores contract price and performance records for all Department of Defense (DoD) contracts. The system analyzes the historical data of specified contractors and provides a numerical and color rating based on price, item, and performance risk." COS/MOL at 4.

found there was adequate price competition, compared the prices proposed by the offerors,<sup>5</sup> and then compared RFD Beaufort's proposed pricing to the most recent contract for SESSPE suits. *Id.* at 1-2. The contracting officer observed that RFD Beaufort's proposed unit price for the base quantity was approximately 20 percent lower than the unit price under the prior contract. *Id.* at 2. The agency concluded the price evaluation as follows: "R[F]D Beaufort's proposed price is determined fair and reasonable based on adequate competition and the comparison to historical unit prices paid that were determined Fair and Reasonable." *Id.*

The agency then reviewed data from the SPRS for each offeror and found that Mustang had a score of 333, and RFD Beaufort had a score of 303.<sup>6</sup> AR, Tab 14, SPRS Report for Mustang at 1; AR, Tab 13, SPRS Report for RFD Beaufort at 1. The agency concluded that neither offeror presented a performance risk. COS/MOL at 8. The Navy also searched the SPRS for the SESSPE suit, and the SPRS indicated that the item "posed a high item risk due to the need for high quality control measures for this life saving equipment." *Id.*

With respect to price risk, the contracting officer searched the SPRS for the SESSPE suit, and the SPRS report did not indicate a price risk. COS/MOL at 8; AR, Tab 12, SPRS Price Report at 1. However, the contracting officer found that the SPRS report "contained faulty historical pricing information" because the system "included several lot buys at much higher prices than the unit prices." COS/MOL at 8. In this regard, the report listed 14 transactions, and the report indicated that the government had paid a unit price in excess of \$1 million on five occasions.<sup>7</sup> AR, Tab 12, SPRS Price Report at 1. The contracting officer presumed that the unit prices in the SPRS report for these transactions were inaccurate, and the agency states, for this reason, "the contracting officer did not rely on the SPRS price analysis to determine price reasonableness." COS/MOL at 8.

In this LPTA procurement, because both proposals were rated as technically acceptable, and RFD Beaufort proposed a lower price, the agency selected RFD

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<sup>5</sup> Each offeror proposed a unit price for the amended base quantity of 998 SESSPE suits, and a different unit price for the option quantity. AR, Tab 15, Business Clearance Memo at 1. The agency considered the proposed unit prices, the proposed unit prices for the option quantity, and the offerors' total proposed prices (inclusive of the option quantity). *Id.* at 1-2. Mustang's total proposed price was \$7,837,045, and RFD Beaufort's total proposed price was \$7,515,588. *Id.* at 1.

<sup>6</sup> A higher score indicates a lower risk. See AR, Tab 14, SPRS Report for Mustang at 1. Here, the median score was 269, and the average score was 278. *Id.*; AR, Tab 13, SPRS Report for RFD Beaufort at 1. Both offerors had scores that placed them in the green category, which includes 70 percent of suppliers. AR, Tab 14, SPRS Report for Mustang at 1; AR, Tab 13, SPRS Report for RFD Beaufort at 1.

<sup>7</sup> Of the remaining transactions, eight had a unit price between \$4,056 and \$4,722, and one was approximately \$800,000. AR, Tab 12, SPRS Price Report at 1.

Beaufort's proposal for award. AR, Tab 15, Business Clearance Memo at 2; COS/MOL at 4. On February 27, the Navy awarded the contract to RFD Beaufort. AR, Tab 16, Unsuccessful Offeror Notice; COS/MOL at 4. After requesting and receiving a debriefing, Mustang filed this protest on March 18.<sup>8</sup>

## DISCUSSION

Mustang protests various aspects of the agency's evaluation of RFD Beaufort's price proposal, the Navy's risk assessment, and the award decision. The protester raises various arguments, including ones that are in addition to, or variations of, those discussed below. While we do not specifically address every argument, we have fully considered all of them and find that they afford no basis on which to sustain the protest.<sup>9</sup>

### Price Evaluation

Mustang challenges the agency's evaluation of RFD Beaufort's price proposal, contending that the Navy did not ensure that the awardee's price was fair and reasonable, as required by FAR section 15.404-1(b). Protest at 2. In this regard, the protester states that RFD Beaufort's proposed unit price was "materially lower" than the historical pricing that the government has paid for the item, *id.* at 3, and Mustang asserts that the agency was required to "analyze or explain the basis for the reduction" and "assess whether a significant deviation from historical pricing reflects legitimate efficiencies or introduces risk to performance." Comments at 2. The agency responds that the evaluation was reasonable and consistent with applicable regulations. COS/MOL at 5-6.

The manner and depth of an agency's price analysis is a matter committed to the discretion of the agency, which we will not disturb provided that it is reasonable and

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<sup>8</sup> Prior to filing this protest with our Office, Mustang filed an agency-level protest, raising protest grounds that are substantively indistinguishable to those raised in the instant protest. *Compare* AR, Tab 19, Agency-Level Protest at 2-5, *with* Protest at 2-4. The agency dismissed the agency-level protest on May 13. Notification to GAO.

<sup>9</sup> For example, the protester complains that the agency's "decision to make a single award concentrated performance risk in a single contractor." Protest at 4-5. Mustang suggests that because the agency reserved the right to make multiple awards in the solicitation, it was unreasonable to award a single contract. *Id.* We disagree. As noted above, the agency reserved the right to make multiple awards, but it had no legal obligation to award multiple contracts. The agency was within its discretion to award a single contract, and we deny this protest allegation. *See Canadian Commercial Corp./Liftking Indus., Inc.*, B-282334 *et al.*, June 30, 1999, at 9 (finding that solicitation language stating that the agency intended to make up to two awards did not create a legal obligation to award two contracts, but rather, gave the agency discretion to make a single award).

consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Academy Med., LLC*, B-418223.3, Oct. 7, 2020, at 5; *TransAtlantic Lines, LLC*, B-411846.3, B-411846.4, May 18, 2016, at 7. As a general matter, when awarding a fixed-price contract, an agency is only required to determine whether offered prices are fair and reasonable. FAR 15.402(a).

The FAR permits the use of various price analysis techniques and procedures to ensure fair and reasonable prices, including the comparison of proposed prices received in response to the solicitation to each other or to an independent government estimate. FAR 15.404-1(b)(2); *Comprehensive Health Servs., Inc.*, B-310553, Dec. 27, 2007, at 8. An agency's concern in making a price reasonableness determination focuses primarily on whether the offered prices are higher than warranted, as opposed to lower. *Louis Berger Power, LLC*, B-416059, May 24, 2018, at 8. Absent a solicitation provision providing for a price realism evaluation--or expressly stating that the agency will review prices to determine whether they are so low that they reflect a lack of technical understanding, and a proposal can be rejected for offering low prices--agencies are neither required nor permitted to conduct a price realism analysis in awarding a fixed-price contract. *Gulf Civilization General Trading & Contracting Co.*, B-419754, B-419754.2, June 10, 2021, at 5; see also *Louis Berger Power*, *supra*.

Here, the solicitation did not contemplate a price realism evaluation, therefore, contrary to the protester's assertions otherwise, the Navy was not required to further examine the awardee's lower price beyond what was required by the risk evaluation set forth in DFARS provision 252.204-7024, which we discuss below.<sup>10</sup> See RFP at 59. As such, consistent with the decisions discussed above, the Navy was prohibited from conducting a price realism evaluation under these circumstances.

Moreover, on this record, we do not find any basis to object to the Navy's general price evaluation. In this regard, to the extent that Mustang relies on FAR section 15.404-1(b) to challenge the price evaluation, we note that the purpose of an agency's "[c]omparison of the proposed prices to historical prices paid" in this context is to analyze whether the currently proposed prices are higher than historical prices to such an extent that the current proposed prices cannot be considered fair and reasonable. FAR 15.404-1(b). As discussed above, the agency compared RFD Beaufort's proposed unit price to the price proposed by Mustang, as well as to the historical unit price. AR, Tab 15, Business Clearance Memo at 1-2. The Navy noted that RFD Beaufort's proposed pricing was lower than Mustang's proposed pricing and the historical pricing, and the agency concluded RFD Beaufort's proposed price was fair and reasonable. *Id.* While the protester asserts that the Navy's analysis was unreasonable given the "significant

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<sup>10</sup> We note that the price risk assessment contemplated in DFARS provision 252.204-7024 is distinct from a price realism analysis. *Chugach Logistics & Facility Servs. JV, LLC*, B-423690, B-423690.2, Nov. 20, 2025, at 14-15 (rejecting the argument that the price risk analysis required under DFARS provision 252.204-7024 is equivalent to a price realism analysis); see also *SMS Data Prods. Grp., Inc.*, B-423341 *et al.*, May 29, 2025, at 9-10.

deviation from historical pricing,” Comments at 2, and complains about the depth of the agency’s explanation, the protester has failed to demonstrate any flaw in the agency’s methodology or otherwise established that RFD Beaufort’s price was not fair and reasonable.<sup>11</sup> Accordingly, we deny this allegation.

#### DFARS Risk Evaluation

Next, the protester argues that various aspects of the agency’s risk evaluation were flawed. As noted above, the solicitation incorporated DFARS provision 252.204-7024, which states that the contracting officer will consider item, price, and supplier risk information from the SPRS in the evaluation. RFP at 59; DFARS 252.204-7024(c). DFARS provision 252.204-7024, in relevant part states:

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

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(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

DFARS 252.204-7024. DFARS provision 252.204-7024 defines price risk as “a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.” DFARS provision 252.204-7024(a).

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<sup>11</sup> The thrust of Mustang’s arguments in connection with the application of FAR section 15.404-1(b) are about the awardee’s price being too low. These arguments are misplaced because, as explained above, the FAR provision provides for evaluating whether a price is unreasonably high, which is how the agency considered the matter. The regulation simply does not apply to the protester’s argument that the awardee’s price was too low.

As mentioned above, when the contracting officer searched the SPRS for the SESSPE suit, the contracting officer observed that the system included “faulty historical pricing information”—that is, unit prices for SESSPE suits in excess of \$1 million. COS/MOL at 8; AR, Tab 12, SPRS Price Report at 1. As a representative example, the protester challenges this aspect of the evaluation, arguing: “[o]nce the Agency determined that the SPRS price-risk analysis was unreliable, it was required to perform and document a substitute evaluation addressing price risk and supplier risk.” Comments at 1. Mustang, citing our Office’s decision in *SMS Data Products Group, Inc.*, B-423197, B-423197.4, Mar. 4, 2025, contends that the agency improperly failed to document its evaluation. *Id.* at 1-2.

On this record, we find the agency’s explanation of how it used the SPRS to assess price risk was reasonable and consistent with the requirements of DFARS provision 252.204-7024. In this respect, the DFARS provision requires the contracting officer to consider if a proposed price is consistent with historical pricing or otherwise creates a risk, and the provision permits the contracting officer to consider any other available information when evaluating a proposal. DFARS 252.204-7024(c)(3) and (e). Here, the contracting officer considered the price risk report from the SPRS and did not rely on it because the contracting officer found some of the information within the report was inaccurate. COS/MOL at 8. The contracting officer did in fact consider other available information (*i.e.*, the offerors’ proposed pricing and historical pricing) and recognized that RFD Beaufort’s proposed price for the base quantity was approximately 22 percent lower than its historical prices and relatively close to the protester’s price. *Id.*; see also AR, Tab 15, Business Clearance Memo at 1-2. While the protester suggests that the agency’s consideration of price risk was inconsistent with the terms of the solicitation, we disagree. The contracting officer considered historical information, as well as other available information--as contemplated in DFARS provision 252.204-7024--and concluded that RFD Beaufort’s proposed price did not create a risk for the government. The protester has not demonstrated that the agency’s evaluation or its conclusions were unreasonable.

In addition, the protester’s reliance on *SMS Data Products, supra*, is inapposite here. In *SMS Data Products*, the agency did not generate the price risk report required under DFARS provision 252.204-7024, and the agency instead relied on a flawed professional compensation plan evaluation as a substitute for the evaluation required under the provision. *Id.* at 10. Here, in contrast, the Navy ran the price risk report required under DFARS provision 252.204-7024, considered the report, reasonably decided not to rely on the report because it contained unreliable historical pricing information, and ultimately concluded there was no risk. COS/MOL at 8; AR, Tab 12, SPRS Price Report at 1.

In sum, contrary to Mustang’s assertions, the Navy considered the SPRS price risk information, evaluated price risk, and reasonably determined award to RFD Beaufort did not create a risk for the agency. Moreover, to the extent the protester asserts that the agency should have documented a “substitute evaluation” for any aspects of its risk analysis, see Comments at 2-3, Mustang has not established that the agency was

required to do so under these circumstances. Accordingly, we deny this protest allegation.

#### Award Decision

Finally, Mustang challenges the award decision, arguing that RFD Beaufort's "price materially deviate[d] from known benchmarks," and the award decision was unreasonable because the Navy "failed to reconcile this deviation or assess its implications." Protest at 3. In making these arguments, the protester repeats arguments that we have considered and denied with respect to the Navy's analysis of the awardee's proposed price. Because we find no basis to object to the evaluation, under these circumstances, we also find no basis to object to the award decision.<sup>12</sup> See *Chugach Logistics-Facility Servs. JV, LLC*, B-421351, Mar. 21, 2023.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>12</sup> As a corollary argument, Mustang contends it was improper to make award on an LPTA basis because "the SESSPE is a life-critical survival system" and "DFARS 215.101-2-70 permits LPTA only where performance risk is minimal." Comments at 2. We dismiss this argument as untimely. Our Bid Protest Regulations contain strict rules for the timely submission of protests. These timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. *CDO Techs., Inc.*, B-416989, Nov. 1, 2018, at 5. Protests of alleged apparent solicitation improprieties must be filed prior to the closing time for receipt of proposals. See 4 C.F.R. § 21.2(a)(1). If the protester believed that it was improper to award the contract on an LPTA basis, it was required to raise this challenge prior to the time set for receipt of proposals. Mustang, however, did not object to the RFP's basis for award until after the RFP's closing date. Accordingly, we view this protest ground as an untimely challenge to the terms of the solicitation, and we dismiss it.