U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548
Comptroller General
of the United States

Decision

Matter of: AVMAC LLC

File: B-424201.3; B-424201.4

Date: June 15, 2026

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Andrew Sinn, Esq., and Jarrett Cook, Esq., General Services Administration, for the agency.
Michael Willems, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that agency misevaluated proposals and made an unreasonable source selection decision is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

2. Protest that the agency unreasonably limited discussions on corrective action to only one firm is denied where the protester previously received meaningful discussions, the agency did not identify a material ambiguity in the other firm's proposal until after award, and the scope of discussions and permissible proposal revisions were limited to addressing only the missed deficiency that should have been raised during the previous rounds of discussions.

3. Protester is not an interested party to challenge the evaluation of the awardee's proposal where the agency contemporaneously concluded that there would be two other offerors in line for award before the protester if the awardee were not eligible for award.

DECISION

AVMAC, LLC, of Chesapeake, Virginia, challenges the issuance of a task order to Strategic Technology Institute (STI), Inc., of Rockville, Maryland, under request for proposals (RFP) No. 47QFSA25R0008, which was issued by the General Services Administration (GSA) pursuant to GSA's ASTRO multiple award, indefinite-delivery, indefinite-quantity contract, for maintenance of tiltrotor aircraft for the United States

Marine Corps. The protester alleges the agency erred in the evaluation of proposals, the conduct of discussions, and in the conduct of the best-value tradeoff.

We deny the protest.

BACKGROUND

On June 4, 2025, GSA, on behalf of the Marine Corps, issued the RFP seeking to award a task order for a variety of maintenance services for the MV-22 tiltrotor aircraft. Memorandum of Law (MOL) at 2. The RFP provided that award would be made on the basis of a best-value tradeoff between four factors: (1) technical approach; (2) staffing; (3) corporate experience; and (4) price. Agency Report (AR), Tab 17, RFP at 87. The solicitation provided that each offeror would also receive an overall technical rating combining the three non-price factors. *Id.* at 92. Moreover, the RFP explained that the three non-price factors were of equal importance to each other, but, when combined, were significantly more important than price. *Id.* at 85.

The agency received seven timely proposals. MOL at 3. On October 1, the contracting officer determined that there was an ambiguity in the solicitation that had resulted in three of the seven offerors submitting their proposals in an incorrect format. *Id.* at 4. Accordingly, on October 6, the agency issued evaluation notices to all seven offerors outlining weaknesses and deficiencies in their respective proposals and invited offerors to submit revised proposals, including revised pricing. *Id.* On October 14, the agency received revised proposals from all seven offerors. *Id.* On November 12, the contracting officer determined that AVMAC and STI had not fully addressed all deficiencies in their proposals and the agency issued a second set of evaluation notices to those two offerors. *Id.* The agency received revised proposals from both offerors on November 24. *Id.*

Of note, during the agency's evaluation, the technical evaluation team ultimately assigned all offerors the same adjectival ratings for technical approach and staffing approach, and the same overall non-price rating of "significant confidence." AR, Tab 79A, Award Decision Document (ADD) at 115. However, notwithstanding that all offerors received the same overall non-price rating, there was some variation among offerors under the corporate experience factor. *Id.* Specifically, both AVMAC and STI received "very relevant" ratings for their respective corporate experience, while all other offerors received ratings of "relevant." *Id.* On December 8 the agency finalized its award decision document, and the contracting officer concluded that, based on an analysis of each proposal's strengths, that the non-price factors among the offerors provided substantially similar value to the agency. *Id.* at 118. Specifically, the contracting concluded that all offerors posed substantially equal performance risk, so price was the deciding factor. *Id.*

For that reason, the agency selected STI's proposal for award because STI's total evaluated price of $31,444,000.72 was lowest among offerors. AR, Tab 79A, ADD at 115. By contrast, AVMAC's total evaluated price of $35,674,074 was the fourth

lowest price. *Id.* at 114. The contracting officer contemporaneously noted that, even if STI were not the lowest-priced offeror, the non-price benefits offered by AVMAC's proposal would not merit paying the approximately 12 percent price premium over the other two intervening offerors. *Id.* at 118.

On December 30, the agency made award to STI, and on January 9, 2026, AVMAC filed a protest of the award with our Office prior to the conclusion of their requested and required debriefing, which we subsequently dismissed as premature. *AVMAC, LLC*, B-424201, Jan. 21, 2026 (unpublished decision). On January 20, the protester filed a substantially similar protest alleging, among other things, that the agency improperly evaluated staffing risks in STI's proposal. On February 5, the agency indicated that it intended to take corrective action to address errors in the evaluation of STI's staffing proposal, and we subsequently dismissed the protest as academic. *AVMAC, LLC*, B-424201.2, Feb. 13, 2026 (unpublished decision).

On February 17, the agency sent a letter to STI seeking clarification about an apparent inconsistency in STI's proposal between its staffing plan narrative, staffing narrative, and the staffing mix in its price proposal. MOL at 8-9. STI responded explaining that the inconsistency was a result of a labelling error and that STI's price proposal contained the correct labor mix corresponding to the solicitation's requirements. *Id.* Following this exchange, the agency permitted STI to revise its staffing narrative to conform its staffing proposal to the staffing mix included in its price proposal, but did not permit STI to make any other revisions to its technical or price proposal. *Id.*

Following these exchanges, the agency reevaluated STI's proposal and prepared an addendum to the ADD. MOL at 9. The agency again made award to STI and this protest followed.[1]

DISCUSSION

The protester raises numerous grounds of protest. First, the protester challenges its own evaluation arguing that the agency misevaluated it under all three non-price factors, and improperly assigned AVMAC similar ratings to other offerors despite the significant advantages of AVMAC's proposal. Protest at 19-23. Second, the protester argues the agency ignored alleged negative past performance information concerning STI, failed to conduct a reasonable risk assessment of STI's proposal, and that STI misrepresented its small business status. Protest at 15-19; Supp. Protest at 8-11. Additionally, the protester argues that the agency erred by conducting discussions solely with STI as part of its corrective action. Protest at 13-15. Finally, the protester argues that the agency's best-value tradeoff was flawed because the agency improperly converted a best-value tradeoff to a lowest-priced technically acceptable (LPTA) basis

[1] Our Office is authorized to hear protests of task orders valued over $10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B). As the value of the task order issued to STI is valued over $10 million, we have jurisdiction to hear the protest.

for award, or, alternatively, wrongly concluded that offerors were technically equal such that price was the deciding factor. Protest at 10-13; Supp. Protest at 3-5. We address these arguments in turn.[2]

Interested Party

As a preliminary matter, the agency argues that the protester is not an interested party to raise any of its challenges. MOL at 9-11. The agency explains that all offerors were similarly technically rated, and price was the deciding factor in the agency's best-value decision. *Id.* The agency notes that there were two other offerors with similar technical ratings to AVMAC that were lower priced than AVMAC, and the ADD contemporaneously explains that the agency did not think that AVMAC's technical advantages merited paying a price premium over either of those two intervening offerors. *Id.* Moreover, AVMAC has not challenged the evaluation of those two intervening offerors. *Id.* Accordingly, the agency contends that AVMAC is not an interested party to pursue its protest because it would not be next in line for award if STI were found ineligible for award. *Id.* The protester contests each of these arguments

[2] The protester also raises other collateral arguments. While we do not address these arguments in this decision, we have considered them and conclude that they provide no basis to sustain the protest. For example, the protester argues that the agency's evaluation record is inadequate because it does not include intermediate evaluations conducted during discussions, and also argues that STI was unfairly provided with additional opportunities to revise its proposal in November of 2025, prior to the original award. Supp. Protest at 5-8. In this regard, our decisions do not typically consider draft or interim evaluations because they are not relevant to final agency decisions made based on final evaluation materials, except in unusual circumstances not present here. *See TriCenturion, Inc.; SafeGuard Servs., LLC*, B-406032 *et al.*, Jan. 25, 2012 at 12-13 (concluding that an agency may produce only final documents relied on by the source selection authority, provided the documents are complete and stand on their own) *but cf. Harmonia Holdings Group, LLC*, B-413464, B-413464.2, Nov. 4, 2016, at 5 n.8 (relying on interim price evaluation worksheets where the record contained "very little information regarding the price evaluators' consensus"). In this case the agency produced complete and detailed final consensus documents, which fully captured the relevant evaluation, and, therefore, we see no basis to conclude the evaluation was inadequately documented.

Likewise, the protester's argument that STI was unfairly provided an additional opportunity to revise its proposal reflects a misreading of the record. As discussed above, the agency conducted a second round of discussions with both AVMAC and STI in November of 2025, and the parts of the record the protester identifies reflect that STI's proposal revisions were part of that second round of discussions, which AVMAC also participated in. Accordingly, we see no basis to conclude that STI had an unequal opportunity to revise its proposal prior to the initial award where the agency similarly provided such an opportunity to AVMAC.

and notes, among other arguments, that its protest challenges both the evaluation of its own proposal and the best-value tradeoff, and, if those grounds were sustained, the comparative standing of the offerors would not remain the same. Comments at 2-3.

Under the bid protest provisions of the Competition in Contracting Act of 1984, only an interested party may protest a federal procurement. 31 U.S.C. § 3551(2). That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. *Id.*; 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *Persistent Sys., LLC*, B-415544, Jan. 16, 2018, at 4. A protester is an interested party to challenge a procurement where there is a reasonable possibility that it would be in line for award if the protest were sustained. *See TENICA & Assocs., LLC et al.*, B-411173.10 *et al.*, Mar. 2, 2016, at 7. Conversely, a protester is not an interested party where it would not be in line for contract award were its protest to be sustained. *See Id.* In this regard, where there are intervening offerors who would be in line for the award even if the protester's challenges were sustained, the intervening offerors have a greater interest in the procurement than the protester, and we generally consider the protester's interest to be too remote to qualify it as an interested party. *See SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc.*, B-413220.4 *et al.*, May 19, 2017, at 28.

We are not persuaded by the agency's argument that the protester is not an interested party to pursue any of its protest grounds, but we agree with the agency that the protester is not an interested party to pursue some of the claims it raises. Preliminarily, the protester is unquestionably an interested party to challenge the reasonableness of its own evaluation; if we were to conclude that the agency erred in its evaluation of AVMAC's technical proposal, that fact would change the comparative standing of the offerors such that it would no longer be clear that the intervening lower-priced offerors would actually be in line for award before AVMAC. Similarly, AVMAC is also clearly interested to challenge the conduct of the best-value tradeoff; if the agency erred in its conclusion that all offerors' non-price proposals were effectively equal, that fact would significantly alter the competitive standing of the offerors. As addressed herein, however, we find no merit to these allegations.

The protester also raises numerous arguments concerning the agency's evaluation of STI's proposal. Protest at 15-19; Supp. Protest at 8-11. As discussed above, the protester challenges the agency's decision to ignore alleged negative past performance information concerning STI, argues that the agency failed to conduct a reasonable risk assessment of STI's proposal, and claims that STI misrepresented its small business status. *Id.* Because, however, we conclude below that the agency did not err in its evaluation of AVMAC's proposal and in the conduct of the best-value tradeoff, we conclude that the protester is not an interested party to assert its arguments concerning the evaluation of STI's proposal.

We reach this conclusion because the protester's arguments concerning the agency's evaluation of STI's proposal, in the absence of other meritorious arguments, could not result in AVMAC receiving award. That is, even if we concluded STI were ineligible for award, unless we also sustained the protester's other arguments, there would be two other offerors in line for award before reaching AVMAC, and AVMAC has not challenged their evaluations (beyond its challenge to the agency's determination that those offerors' and AVMAC's proposals were technically equal, which, as discussed below, we deny). Accordingly, AVMAC is not an interested party to assert its arguments concerning STI's evaluation, and they are dismissed. *See SRA Int'l, Inc.; NTT DATA Servs. Fed. Gov't, Inc., supra.*

Finally, we note that AVMAC also argues that the agency impermissibly conducted discussions with only STI during the agency's corrective action following AVMAC's original protest. Protest at 13-15. While this argument touches on STI's evaluation, we conclude that AVMAC is an interested party to assert it because the remedy, if the argument were meritorious, would involve permitting AVMAC to revise its proposal, which could alter its competitive standing. However, as discussed below, we find no merit to AVMAC's challenge on this basis.

AVMAC's Evaluation

The protester argues that the agency misevaluated its proposal in several respects. First, AVMAC notes that the agency concluded that AVMAC's technical and staffing approaches merited numerous strengths and no weaknesses. Protest at 19-23. Moreover, the protester contends that the evaluation narratives for each of those factors contained "glowing praise" and included no discussion of any possible concerns regarding AVMAC's technical or staffing approaches. *Id.* at 20-21. The protester notes that the solicitation defined a rating of high confidence as appropriate where the agency had "virtually no doubt" that the offeror would perform successfully, while a rating of significant confidence was appropriate where the agency had "little doubt" of successful performance. *Id.* at 19. The protester explains that the agency did not document any doubts about its ability to perform and accordingly, AVMAC argues that its proposal merited a rating of "high confidence" for these factors, rather than the rating of "significant confidence" it actually received. *Id.* at 19-22.

Second, AVMAC contends that the agency's evaluation of its corporate experience is internally inconsistent and unreasonable. Protest at 22-23, Comments at 14-17. In this regard, the protester argues that the corporate experience evaluation for its first and third corporate experience references were verbatim identical, but despite having the same substantive findings one of these references received a very relevant rating and the other received only a relevant rating. *Id.* The protester argues that this inconsistency demonstrates that the agency's evaluation is unreasonable *per se*. *Id.* Moreover, the protester argues that the agency's relevance analysis relied on an unstated and impermissible preference for tiltrotor aircraft experience, which accounted for the difference in ratings between the two references. *Id.* The protester contends that this finding was competitively prejudicial, notwithstanding that both AVMAC and STI

received the highest overall adjectival rating for corporate experience, because the contracting officer viewed STI's corporate experience as substantively superior to AVMAC's corporate experience in part because STI had more references that were rated very relevant. *Id.*

In response to the protester's first argument, the agency contends that, while AVMAC's technical and staffing approaches addressed the solicitation's requirements and exceeded them in some respects, they simply did not rise to the level of a high confidence rating. MOL at 25-33. The agency argues that no offeror is entitled to the highest rating, and that the agency was not required to document areas where the proposal merely met the requirements of the solicitation. *Id.* In this regard, the contracting officer explains that there were several parts of AVMAC's technical and staffing approaches that effectively restated the requirements of the solicitation and did not address the requirements in detail. *Id.* These aspects of AVMAC's proposal were not so vague as to constitute a weakness, but reflected merely satisfactory aspects of AVMAC's proposal that were part of the agency's decision not to assign the highest rating. *Id.*

Responding to the protester's second argument, the agency argues that the corporate experience evaluation is not internally inconsistent, and the agency did not apply an unstated evaluation criterion. MOL at 33; Supp. MOL at 3-4. The agency explains that the evaluation of the protester's first and third corporate experience references were not identical, and the solicitation expressly announced a preference for corporate experience in maintaining tiltrotor aircraft because the specific aircraft to be maintained under this effort are tiltrotor aircraft. *Id.* In that context, the agency argues it reasonably concluded that the protester's first reference, which involved tiltrotor aircraft maintenance, was very relevant, while the third reference, which did not involve tiltrotor aircraft maintenance, was merely relevant. *Id.*

When reviewing a protest against an agency's evaluation of proposals, our Office will not substitute our judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *U.S. Textiles, Inc.*, B-289685.3, Dec. 19, 2002, at 2. In this regard, the evaluation of an offeror's proposal is a matter within an agency's broad discretion, since the agency is responsible for defining its needs and the best method for accommodating them. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC,* B-417065, B-417065.2, Feb. 5, 2019, at 8.

Concerning the protester's first argument, the agency has reasonably explained that it found some aspects of the protester's technical and staffing approaches to have merit and assigned strengths on those bases, but concluded that other aspects merely met requirements and therefore were simply acceptable. The protester's objection that the agency contemporaneously articulated no doubts about the protester's ability to perform is, in effect, an argument that the agency failed to document those areas where it felt

the protester's proposal was merely adequate. However, our decisions have consistently concluded that an agency is not required to document all "determinations of adequacy" or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Group, Inc.*, B-412434, B-412434.2, Feb. 10, 2016, at 13. Further, there is no legal requirement that an agency must award the highest possible rating under an evaluation factor simply because the proposal contains strengths and/or is not evaluated as having any weaknesses. *See Applied Tech. Sys., Inc.*, B-404267, B-404267.2, Jan. 25, 2011, at 9; *see also JAM Corp.*, B-408775, Dec. 4, 2013, at 4 (explaining that agencies have considerable discretion in making subjective judgments about the technical merit of proposals, and technical evaluators are given the discretion to decide whether a proposal "deserves a 'good' as opposed to a 'very good' rating) (quotation omitted). In short, the protester simply disagrees with the agency's technical judgment, and we see no basis to sustain this protest ground. *Vertex Aerospace, LLC, supra.*

Similarly, we find no merit in the protester's arguments concerning the agency's evaluation of its corporate experience. First, while the agency's evaluation of AVMAC's first and third corporate experience references are very similar, they are not identical as the protester suggests. For example, the evaluators noted that the AVMAC's first reference illustrated "highly comparable" experience and discussed that the reference related to maintenance of the MV-22, the exact tiltrotor aircraft to be maintained under this procurement. AR, Tab 70, Final Consensus Evaluation Report at 6-10, 18. By contrast, the evaluation noted that the third reference illustrated merely "comparable" experience, and discussed that it related to maintenance of F/A-18 fixed-wing aircraft.[3] *Id.* at 14-18.

More significantly, the agency has explained that the underlying reason for the difference in the rating for these two factors was that the first effort related to maintenance of tiltrotor aircraft, while the third effort did not. MOL at 33; Supp. MOL at 3-4; *see also* AR, Tab 79A, ADD at 117-118. Contrary to the protester's suggestion, the solicitation expressly contemplated that tiltrotor experience was preferred. For example, in questions and answers, the agency answered a query about how tiltrotor experience would be evaluated by explaining "[a]s concerns rotary-wing experience and non-rotary wing experience, a quoter may quote either or both, however generally

[3] While the evaluation does, later, inconsistently describe the third reference as "highly comparable," the agency argues that this represents a typographical error, and this representation is reasonable given the general consistency of the remainder of the contemporaneous evaluation record and the ADD. *Compare* AR, Tab 70, Final Consensus Evaluation Report at 18-19 *with* AR, Tab 79A, ADD at 117-118; *see also KPMG LLP*, B-420949, B-420949.2, Nov. 7, 2022, at 7 n.10 (accepting agency's post-protest explanation for a typographical error in the contemporaneous evaluation record where the agency's explanation was consistent with the balance of the contemporaneous record); *Deloitte Consulting LLP*, B-419336.2 *et al.*, Jan. 21, 2021, at 11 (same).

tiltrotor will be considered more similar over the other types." AR, Tab 20, Questions and Answers, Question 15. In light of that answer, we see no basis to conclude that the agency erred in finding the protester's non-tiltrotor experience to be less relevant than the protester's tiltrotor experience.

Discussions with only STI

Next the protester argues that the agency erred by conducting discussions solely with STI during the agency's corrective action. Protest at 13-15. The protester explains that this represented unequal treatment and improper discussions because discussions, when conducted, must generally be fair and equitable. *Id.* The protester also contends that the solicitation made clear that the agency intended to award on the basis of initial proposals without discussions, and that the agency's decision to enter into discussions with STI only was also contrary to the terms of the solicitation. *Id.*

In response the agency explains that, contrary to the protester's suggestion that the RFP did not contemplate discussions, the RFP not only contemplated discussions, but the agency conducted two rounds of discussions prior to the corrective action with both AVMAC and STI, permitting both offerors to revise their proposals in response to evaluation notices. MOL at 12-16. The agency notes that AVMAC did not challenge the agency's decision to open discussions as contrary to the solicitation at that time, and that any argument that discussions were *per se* inappropriate is both hypocritical and untimely. *Id.*

Further, the agency explains that, at the time those earlier discussions were conducted, STI's proposal contained an inconsistency between its staffing plan narrative and its price proposal that represented a deficiency in its proposal, but the agency did not detect or raise that issue in the initial rounds of discussions. *Id.* Following AVMAC's prior protest, the agency became aware of the inconsistency in STI's proposal and realized that its discussions with STI had been other than meaningful. *Id.* Crucially, AVMAC's proposal contained no similar fault or inconsistency. *Id.* Accordingly, the agency conducted discussions with only STI during corrective action to correct this earlier fault in its conduct of discussions, and the agency contends that our decisions contemplate that this exact course of conduct is permissible. MOL at 13-14 (*citing Environmental Chem. Corp.* B-416166.3, *et al.*, June 12, 2019).

As a general rule, when an agency conducts discussions, it must do so with all offerors still being considered for award. Federal Acquisition Regulation (FAR) 15.306(d)(1).[4]

[4] We note that this procurement was conducted pursuant to FAR subpart 16.5, which does not establish specific requirements for conducting discussions. Nonetheless, where, as here, an agency conducts a task order competition as a negotiated procurement, our analysis regarding fairness will, in large part, reflect the standards applicable to negotiated procurements set forth in FAR part 15. *See, e.g.*, *KeyW Corp.*, B-417774, B-417774.2, Oct. 4, 2019, at 6.

Moreover, agencies are required, at a minimum, to raise all deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond. *Id.* at (3); *Mission Essential Personnel, LLC*, B-407474, B-407493, Jan. 7, 2013, at 5. Given these general requirements, we have explained that although discussions may not be conducted in a manner that favors one offeror over another, discussions are not required to be identical among offerors and need only be tailored to each offeror's proposal. *Second Street Holdings, LLC et al.*, B-417006.4 *et al.*, Jan. 13, 2022, at 27.

Additionally, in limited circumstances, we have found that an agency may reasonably limit discussions in corrective action to a single offeror (or subset of offerors) where the protester previously received meaningful discussions, but the other offeror(s) did not. For example, in *Environmental Chemical Corp.*, *supra*, we denied a protest challenging the agency's decision to limit discussions on corrective action only to one firm. While we recognized that reopening discussions with one firm generally triggers an obligation to reopen discussions with all offerors in the competitive range, the agency's decision to conduct discussions with only one firm by allowing that firm to address only a single weakness that existed in the protester's initial proposal, but was not raised in the prior rounds of discussions, was reasonable under the circumstances. Specifically, we explained that the one firm would "only be placed in the same competitive position that the other offerors, including [the protester], were in following their receipt of meaningful discussions." *Id.* at 21.

Here, there was a fatal inconsistency in STI's proposal that the agency failed to raise during the initial rounds of discussions because the agency did not detect the issue. The agency is correct that we have specifically concluded that when reopening discussions during corrective action to address a fault in a proposal that the agency improperly failed to raise in prior discussions, an agency may reasonably limit the scope of discussions and go so far as to hold discussions with *only* the affected offeror. *See Environmental Chem. Corp.*, *supra.*

In short, the agency was obligated to allow STI to revise this aspect of its proposal, and the agency's approach was appropriate to resolve that concern. In this regard, the discussions only placed STI in the same competitive position that the other offerors, including the protester, were in following their receipt of meaningful discussions. The protester does not allege that its own proposal contains a similar unaddressed deficiency, and accordingly, we see no basis to conclude that the agency was under any obligation to permit the protester to revise its proposal on these facts.

Best-Value Tradeoff

Finally, the protester argues that the agency erred in the conduct of its best-value tradeoff because the agency allegedly improperly converted a best-value tradeoff to a LPTA basis for award, or, alternatively, wrongly concluded that the top four offerors were technically equal such that price was the deciding factor. Protest at 10-13; Supp. Protest at 3-5. In this regard, the protester argues that the agency assigned the same

overall non-price rating to all offerors, did not look behind those ratings, and made award solely on the basis of price without conducting a best-value tradeoff. Protest at 10-13; Supp. Protest at 3-5. The protester explains that its argument is reinforced by the fact that the ADD itself explained that "no tradeoff was necessary." Protest at 10 (*citing* AR, Tab 94, Addendum to the ADD at 4).

Further, even if the agency conducted a tradeoff, the protester argues that that tradeoff was irrational because it was predicated on an irrational conclusion that offerors were roughly equal with respect to non-price factors. Protest at 10-13; Supp. Protest at 3-5. For example, while AVMAC received the same overall non-price adjectival rating as other offerors, AVMAC had a higher corporate experience rating than five of the other offerors. *Id.* Further, AVMAC argues that its non-price proposal was superior to STI's non-price offering. *Id.* Accordingly, AVMAC argues that it should not have been considered technically equal to the other offerors and the tradeoff was unreasonable for that reason. *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Integrity Mgmt. Consulting, Inc.*, B-418776.5, June 22, 2021, at 10. When reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *The SI Organization, Inc.*, B-410496, B-410496.2, Jan. 7, 2015, at 14. Additionally, it is well-established that adjectival ratings are merely guides for intelligent decision making in the procurement process. *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, at 4. Source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing proposals. *General Dynamics, American Overseas Marine*, B-401874.14, B-401874.15, Nov. 1, 2011, at 10.

The protester's arguments are without merit. The agency's ADD is voluminous and contains a lengthy section outlining the agency's best-value tradeoff. *See* AR, Tab 79A, ADD at 114-118. This section specifically details the respective significant strengths of the offerors under each of the evaluation factors, including specific discussion of AVMAC's non-price evaluation and comparison to STI and other offerors. *Id.* At the conclusion of this discussion, the contracting officer found that the offerors' non-price features represented roughly equal value to the agency, and that price would be the deciding factor. *Id.*

Crucially, while the protester is correct that the ADD repeatedly claims that no tradeoff was necessary, it also specifically explains that an award to AVMAC as opposed to STI would result in substantially equal risk to the agency at a significantly higher price. *Id.* Further, the ADD specifically compared AVMAC's proposal to two other offerors concluding that AVMAC's non-price superiority in the corporate experience factor would not merit paying the price premium over those other two offerors. *Id.* That is, the contemporaneous record shows that the agency compared the non-price features of

various proposals and considered whether they merited paying a price premium, which is the essence of a best-value tradeoff.

In short, while the ADD suggests that no tradeoff occurred because award was made to the lowest-priced of technically equal proposals, the record reflects that the agency nonetheless conducted a tradeoff by conducting a comparative assessment of the competing proposals' various non-price proposals and their respective proposed pricing. The actual substance of the evaluation makes it clear that the agency substantively considered the non-price features of each offeror's proposal and made a reasonable best-value tradeoff by comparing non-price and price features of the proposals.

Likewise, we cannot conclude that a finding that the proposals were essentially technically equal is irrational on these facts. Preliminarily, we note that all offerors received a similar number of total strengths for their non-price proposals. *See* AR, Tab 79A, ADD at 115. For example, the three offerors with lower prices than AVMAC each received three strengths and one significant strength for their technical approach, the same number and distribution of strengths that AVMAC received. *Id.* Indeed, the only area in which the contemporaneous evaluation revealed a significant advantage for AVMAC over some of the other offerors was in AVMAC's corporate experience. *Id.* However, as discussed above, the agency concluded that the awardee STI had a similar, and arguably superior, corporate experience rating because of its more extensive tiltrotor aircraft experience. *Id.* at 117-118. Moreover, even bracketing out STI's superior experience, the contemporaneous record discussed AVMAC's corporate experience advantage over the two other offerors that were lower priced than AVMAC, and specifically concluded that the advantage didn't merit paying an approximately 12 percent price premium. *Id.* at 118.

While the protester would prefer that the agency viewed its incumbent corporate experience as a discriminator between the proposals, given the discretion afforded to the agency in making its evaluation judgments, we cannot conclude that the agency erred by finding that the proposals were essentially technically equal, and that cost was the most significant discriminator. *See Ogilvy, Adams & Rinehart*, B-246172.2, Apr. 1, 1992 (concluding that a finding that proposals were essentially technically equal does not require strict equality).

The protest is denied.

Edda Emmanuelli Perez
General Counsel