



Decision

Matter of: Equipment Solutions & Personnel, LLC

File: B-424450

Date: July 29, 2026

Joshua N. Minton for the protester.
Michael W. Bauder, Esq., Defense Logistics Agency, for the agency.
Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's best-value determination is denied where the agency reasonably concluded that the awardee's significantly lower performance risk warranted payment of the associated price premium.

DECISION

Equipment Solutions & Personnel, LLC (ESP), a small business of Mount Airy, North Carolina, protests the issuance of a purchase order to Aerial Machine & Tool Corp., of Dan, Virginia, under request for quotations (RFQ) No. SPE8E6-26-Q-0302, issued by the Defense Logistics Agency (DLA), for underwater breathing gas pressure regulator part kits for DLA Troop Support. The protester argues that the agency failed to conduct a reasonable best-value determination when it selected Aerial's higher-priced quotation.

We deny the protest.¹

BACKGROUND

On March 18, 2026, DLA issued the RFQ seeking quotations for 4,878 underwater breathing gas pressure regulator part kits in support of Operation Epic Fury, a U.S.

¹ This protest is not subject to a GAO protective order because ESP proceeded *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

military campaign against Iran that was initiated in February 2026. Agency Report (AR), Tab 1, RFQ at 1, 3;² Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1. The RFQ identified the supplies as "Critical Safety Item[s]" and specified two acceptable sources of supply by item name and parts number: Aqualung USA, Inc., part number 108344; and Aerial Machine & Tool Corp., part number 108344CW. RFQ at 3.

The RFQ was issued under RFO section 12.201-1, simplified procedures.³ COS/MOL at 1. For the evaluation of quotations, the solicitation incorporated Defense Federal Acquisition Regulation Supplement (DFARS) provision 252.204-7024, "Notice on the Use of the Supplier Performance Risk System [(SPRS)]," which states that the contracting officer will consider item, price, and supplier risk information obtained from SPRS in the evaluation.⁴ RFQ at 18; DFARS 252.204-7024(c); COS/MOL at 2. In this regard, DFARS provision 252.204-7024 provides, in relevant part:

(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 All citations are to the Adobe PDF page numbers of the documents referenced in this decision.

³ The U.S. Department of Defense (DOD), which includes DLA, adopted the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) for FAR part 12 via Class Deviation 2026-O0028, dated December 18, 2025. COS/MOL at 1-2.

⁴ The SPRS retrieves item, price, quality, delivery, and contractor information on contracts from government reporting systems to develop risk assessments used during the evaluation of quotations or offers received in response to solicitations. DFARS 252.204-7024(b), (c). The SPRS uses a computer algorithm that applies 10 factors concerning vendor performance to calculate and assign a point score for each supplier based on supplier performance and supplier risk. SPRS Evaluation Criteria Manual at 1, *available at* http://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf (last visited July 9). The supplier risk score "can be used to identify 'high risk' suppliers and assess the likelihood of the non-fulfillment of terms of contract, unsuccessful performance, or supplier risk." *Id.* Unless exempted, DOD agencies are required to use SPRS risk assessments "for the evaluation of quotations or offers in response to solicitations for supplies and services, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services[.]" DFARS 204.7602.

(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.

* * *

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

Quotations were due to the agency by March 19. RFQ at 1; COS/MOL at 2. ESP submitted the lowest-priced quotation at \$71,170, while Aerial submitted a quotation priced at \$121,950. AR, Tab 3, Quote Abstract at 1-2. For the SPRS risk assessment evaluation, the contracting officer noted ESP's low SPRS score and SPRS history reflecting negative performance records--including negative performance records involving the same items required here. AR, Tab 2, Simplified Acquisition Award Document (SAAD) at 3. Aerial, by contrast, received a higher overall SPRS score and had no negative performance records for the items required by the RFQ. *Id.* As a result, the contracting officer concluded that ESP's lower price did not offset its greater performance risk and therefore selected Aerial's quotation as representing the best overall value. *Id.*

Following a debriefing and an unsuccessful agency-level protest, ESP filed this protest with our Office.

DISCUSSION

ESP principally argues that DLA failed to conduct a meaningful best-value determination when selecting Aerial's higher-priced quotation. Protest at 2. In this regard, ESP asserts that the agency improperly relied on SPRS information to select a higher-priced quotation without sufficient justification. *Id.* The protester further contends that DLA failed to recognize ESP's technical advantages, including its status as an authorized Aqualung original equipment manufacturer (OEM) service center. *Id.* The agency responds that its award decision was reasonable, consistent with the RFQ, and adequately documented. Based on our review of the record, we agree with the agency and find no basis to sustain the protest.⁵

⁵ ESP raises several additional arguments. Although we do not address every argument in this decision, we have considered them all and find no basis to sustain the protest. For example, ESP contends that one of the two products identified in the RFQ is "not authorized" because it comes from a third-party manufacturer, which ESP contends represents a "critical safety and configuration control issue." Protest at 2. The agency requested dismissal of this allegation, noting that ESP's argument is an untimely (continued...)

Where, as here, a procurement is conducted using simplified procedures, agencies enjoy broad discretion in fashioning appropriate evaluation procedures.⁶ *First Am. Bus. Sols.*, B-420002, Sep. 29, 2021, at 3. However, the agency must conduct the procurement consistent with a concern for fair and equitable competition and evaluate quotations or proposals in accordance with the terms of the solicitation. *OReady, LLC*, B-422910.2, June 18, 2025, at 3. In reviewing protests of allegedly improper simplified evaluations, we examine the record to determine whether the agency met this standard and exercised its discretion reasonably. *Warfighter Focused Logistics, Inc.*, B-423546,

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challenge to the terms of the RFQ, which clearly notified vendors of the two authorized products that would be acceptable to the government. Req. for Dismissal at 3, 6-7. We agree with the agency and dismiss this allegation.

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. *AlphaSpaces*, B-423971, B-423971.2, Jan. 21, 2026, at 4. 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 quotations be filed before that time. 4 C.F.R. § 21.2(a)(1). Here, as noted above, the RFQ identified two authorized products by name and part number. RFQ at 2. The RFQ further stated that when a product is identified by name or part number, “only []those product(s) have been determined to meet the needs of the government and are acceptable.” RFQ at 2. The protester was thus on notice at the time it submitted its quotation on March 19 that the agency considered the two specified products to be acceptable. Rather than timely challenge the terms of the solicitation before the RFQ’s closing date on March 19, the protester waited until after award had been made before raising this protest challenge. Consequently, the allegation is now untimely. 4 C.F.R. § 21.2(a)(1); *AlphaSpaces*, *supra*; see also *Red Heritage Medical, Inc.*, B-418934, Oct. 19, 2020, at 2-3 (dismissing as untimely a post-award challenge to the RFQ’s brand-name-or-equal requirement when the requirement was apparent on the face of the RFQ).

⁶ As noted above, the agency issued the RFQ pursuant to RFO section 12.201-1 (as adopted by DOD Class Deviation 2026-O0028), which prescribes simplified procedures for acquiring commercial products and services. COS/MOL at 1-2. In this regard, for acquisitions valued up to \$9 million, agencies issue a RFQ followed by a purchase order, and are encouraged to use “innovative approaches to the maximum extent practicable . . . to--(1) Reduce administrative costs and lead time; (2) Improve opportunities for small business concerns; (3) Promote efficiency and economy in contracting; and (4) Avoid unnecessary burdens for agencies and contractors.” RFO 12.201-1(a), (d). Although the regulatory provisions governing this procurement differ from those cited in prior decisions involving simplified procedures, we find those decisions instructive where they articulate longstanding principles governing our Office’s review of procurements conducted using simplified procedures.

B-423546.2, Aug. 5, 2025, at 7. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that the agency acted unreasonably. *Gulf Civilization Gen. Trading & Contracting Co.*, B-417586, Aug. 23, 2019, at 9-10.

Additionally, 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. *Warfighter Focused Logistics, 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 vendor's performance history outweighs the price difference. *Id.* at 7-8.

Here, the contemporaneous record demonstrates that the agency evaluated quotations exactly as the solicitation contemplated. As noted above, the solicitation incorporated DFARS provision 252.204-7024, which notified vendors that the agency intended to use SPRS information in evaluating quotations "to assess the risk of unsuccessful performance[.]"⁷ RFQ at 18. Consistent with that provision, the contracting officer considered each vendor's SPRS score, and underlying performance history, as reflected in the vendors' SPRS records. AR, Tab 2, SAAD at 3. For ESP, the agency noted concern with ESP's performance history generally and as a supplier of this specific item. *Id.* The contracting officer compared the protester's and awardee's respective SPRS information and decided that the lower performance risk associated with Aerial's quotation justified paying a price premium. *Id.* We see no basis to question the agency's judgment where, as here, the record thoroughly describes the basis for the agency's risk assessment and comparative analysis.

The protester disagrees with the agency's conclusion that Aerial's performance history justified paying a higher price.⁸ Comments at 2-3. ESP further contends that the

⁷ ESP also suggests that the agency failed to notify vendors that it intended to use SPRS information (including delivery schedule information), when evaluating quotations. Protest at 2. We see no basis to sustain the protest on this basis. As noted above, the RFQ expressly incorporated DFARS provision 252.204-7024, and the text of the provision clearly states that SPRS "will be used in the evaluation of the Quoter or Offeror's performance," to include "delivery" information, when developing risk assessments. DFARS 252.204-7024(b). To the extent that ESP challenges the agency's decision to incorporate DFARS provision 252.204-7024 in the solicitation and use SPRS data (including delivery information) when evaluating quotations, such an argument is an untimely challenge to the terms of the RFQ and is accordingly dismissed. 4 C.F.R. § 21.2(a)(1); *Red Heritage Medical, Inc.*, *supra*.

⁸ In comments on the agency report, ESP contends the agency should have fulfilled this requirement through contract No. SPE8E5-25-D-0003, a multiple-award, indefinite-delivery, indefinite-quantity contract (where both ESP and Aerial are awardees) rather than soliciting the requirement through the RFQ and purchase order used here.

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agency selected Aerial's quotation "based solely on a numerical SPRS differential without explaining how that difference translates into concrete performance benefits." *Id.* at 3. We disagree. In our review of the record, the contracting officer did not rely solely on the vendors' numerical SPRS scores. Rather, the contracting officer considered the reasons underlying both vendors' SPRS scores--including ESP's negative performance records involving the identical item being procured here. AR, Tab 2, SAAD at 3. Based on these considerations, and because the requirement was "urgently needed to support the warfighter[.]" the contracting officer concluded that ESP's lower price did not outweigh the significantly greater performance risk associated with its quotation. *Id.* at 1, 3. On this record, we find the agency's decision to select Aerial's higher-priced quotation (with lower performance risk) to be reasonable. *Warfighter Focused Logistics, Inc.*, *supra* at 7-8 (recognizing an agency reasonably may rely on SPRS information where the solicitation advises vendors that SPRS will be used in the evaluation and the contemporaneous record reflects a reasonable assessment of the underlying performance information). The protester's disagreement with the agency's evaluation judgment, without more, does not establish that the evaluation was unreasonable. *Gulf Civilization Gen. Trading & Contracting Co.*, *supra*.

Finally, ESP contends that the agency failed to consider ESP's status as an authorized OEM service center for one of the two items authorized by the RFQ. Protest at 2. The protester's argument provides no basis to sustain the protest. The solicitation's evaluation criteria do not include, or contemplate, an assessment of a vendor's status as an authorized OEM service center--or any other comparable measure of technical capability that would obligate the agency to consider this information. Instead, as noted above, the solicitation advised vendors that quotations would be evaluated using SPRS information in accordance with DFARS provision 252.204-7024. On this record, we find the agency reasonably did not consider ESP's asserted service-center status in the evaluation and source selection.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

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Comments at 2. To the extent that ESP challenges the agency's decision to use this particular contract vehicle, ESP was aware of the agency's chosen procurement vehicle at the time it responded to the instant RFQ on March 19. Accordingly, any argument raised in ESP's July 1 comments challenging the agency's decision to solicit the requirement via the instant RFQ is untimely. 4 C.F.R. § 21.2(a)(1); *Red Heritage Medical, Inc.*, *supra*.