



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Decision

Matter of: Rocky Mountain Mobile Medical

File: B-418788.2; B-418788.3; B-418788.4

Date: December 23, 2020

Shaun C. Kennedy, Esq., Thomas A. Morales, Esq., and Hannah E. Armentrout, Esq., Holland & Hart LLP, for the protester.

Bradley L. Drell, Esq., and B. Gene Taylor, III, Esq., Gold, Weems, Bruser, Sues & Rundell, for Med-Express Ambulance Services, Inc., the intervenor.

Laura B. Bauza, Esq., Alexis J. Bernstein, Esq., Katie Illingworth, Esq., and John K. Suehiro, Esq., Department of the Air Force, for the agency.

Evan D. Wesser, Esq., Christopher An, and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency impermissibly allowed the awardee to exceed the solicitation's page limits is denied where the record demonstrates that the awardee's technical quotation conformed to the applicable page limits, and a non-conforming letter of introduction was not provided to the technical evaluators or otherwise considered by the agency.
 2. Protest challenging the agency's evaluation of vendors' past performance records is denied where the record demonstrates that the evaluation was reasonable and in accordance with the solicitation's criteria.
-

DECISION

Rocky Mountain Mobile Medical, a small business of Colorado Springs, Colorado, protests the award of a contract to Med-Express Ambulance Services, Inc. (MedExpress), a small business of Alexandria, Louisiana, under request for quotations (RFQ) No. FA2517-20-Q-0017, which was issued by the Department of the Air Force, for ambulance services at Peterson and Schriever Air Force Bases (AFB). Rocky Mountain alleges that the agency unreasonably evaluated MedExpress' compliance with the RFQ's applicable page limits, and the parties' respective past performance.

We deny the protest.

BACKGROUND

The RFQ, which was issued on May 8, 2020, and subsequently amended seven times, sought quotations for emergency medical transport services at Peterson and Schriever AFBs in Colorado. The RFQ, which was set aside for small businesses, contemplated the award of a fixed-price contract with a 6-month base period, and four 1-year option periods. Agency Report (AR), Tab 3, RFQ at 1, 3-5.¹ Award was to be made on a best-value tradeoff basis utilizing the following evaluation factors: (1) price; (2) technical; and (3) past performance.² AR, Tab 14, RFQ amend. No. 7, at 4. The technical factor would be evaluated on a pass/fail basis, and the past performance and price factors were to be of approximately equal weight in any tradeoff. *Id.* Only the technical and past performance factors are relevant to the issues presented in the protest.

Under the technical factor, vendors were required to submit a technical capability volume including: (1) an approach for meeting the performance work statement's response time requirements; (2) a staffing plan; and (3) a completed staffing table, which was included as an attachment to the RFQ. *Id.* at 3. The technical capability volume, exclusive of the staffing table, was required to be in no less than Times New Roman 10 point or Arial 11 point font, and no longer than six double-spaced pages. *Id.* The RFQ warned that a quotation failing to meet all of the RFQ's stated requirements "may be considered non-compliant and may not be considered for award." *Id.* at 4.

To receive an acceptable technical rating, vendors had to be evaluated as passing under two subfactors: (1) staffing; and (2) response time. *Id.* As to staffing, vendors' staffing plans had to: (a) address relevant experience, qualifications, and expertise to successfully fulfill the performance work statement's requirements; and (b) provide an acceptable approach to ensuring employees maintain current certifications and licenses throughout the entire period of performance. *Id.* As to response time, vendors had to provide a plan with an acceptable approach to meeting the performance work statement's 8 minute response time. *Id.*

Under the past performance factor, vendors were required to identify two recent past performance reference citations. *Id.* at 3. The Air Force was to evaluate each reference for recency, relevancy, and quality. The RFQ defined recent as work completed or ongoing within three years of the RFQ's issuance on May 8, 2020. *Id.*

¹ References herein to page numbers for the RFQ and agency report exhibits are to the Bates numbering provided by the agency. References herein to page numbers for exhibits submitted by the protester are to the exhibit's electronic page numbering.

² The RFQ originally contemplated a lowest-priced, technically acceptable (LPTA) basis for award. AR, Tab 3, RFQ at 51. Rocky Mountain filed a pre-award protest challenging the agency's proposed use of a LPTA basis of award. Our Office dismissed that protest as academic based on the agency's proposed corrective action of amending the RFQ's basis for award. *See Rocky Mountain Mobile Medical*, B-418788, June 12, 2020 (unpublished decision).

at 5. The RFQ defined relevant past performance as including services of the same market segment, magnitude, and complexity outlined in the performance work statement. A reference would be relevant if it involved similar scope, magnitude, and complexity of effort as the RFQ. A reference would not be relevant if it involved little or none of the scope and magnitude of effort as the RFQ. *Id.* at 6. The Air Force was to consider the following categories when evaluating the quality of a past performance reference: quality; schedule; and management. *Id.* at 3. The RFQ expressly reserved the agency’s right to use past performance information from all sources deemed appropriate by the government, including information from the Contractor Performance Assessment Reporting System (CPARS), and contacting the designated points of contact for the vendor’s references. *Id.* at 3, 6.

The Air Force ultimately received six quotations in response to the RFQ, including from Rocky Mountain and MedExpress. AR, Tab 27, Award Decision, at 2. The agency evaluated the quotations of Rocky Mountain and MedExpress as follows:

	Technical	Past Performance	Price
Rocky Mountain	Pass	Satisfactory	\$4,677,600
MedExpress	Pass	Substantial	\$5,282,100

Id. at 11.

The source selection authority (SSA), while acknowledging the approximately equal weighting of the evaluation factors, concluded that “a significant uptake in Quality, Schedule, and Management exists between satisfactory and substantial confidence and trading up is the best value to the Government.” *Id.* at 9. She then surveyed the specific strengths evaluated in MedExpress’s past performance record and selected MedExpress’s quotation for award. *Id.* at 9-10, 13. This protest followed.

DISCUSSION

Rocky Mountain raises three primary challenges to the Air Force’s evaluation of quotations. First, the protester contends that the agency improperly allowed the awardee to exceed the RFQ’s applicable page limits for its technical quotation. Second, Rocky Mountain alleges that the agency unreasonably evaluated the protester’s past performance as only warranting a satisfactory confidence assessment. In this regard, the protester alleges that the agency unreasonably discounted positive past performance information, while improperly elevating the significance of adverse information. Lastly, Rocky Mountain alleges that the Air Force unreasonably evaluated the relevance of one of MedExpress’s past performance references. For the reasons that follow, we find no basis on which to sustain the protest.³

³ Rocky Mountain raises a number of collateral arguments. Although our decision does not address every argument, we have reviewed all of the protester’s allegations and find that none provides a basis on which to sustain the protest. For example, the protester

Page Limits

As to Rocky Mountain's allegations that the Air Force unreasonably evaluated pages of MedExpress's quotation that exceeded the RFQ's page limits, we find no merit to the arguments. Rather, we agree with the Air Force that the agency reasonably evaluated MedExpress's compliant technical quotation and did not otherwise evaluate a non-compliant letter of introduction. The RFQ specified that the technical portion of vendors' quotations were limited to six double-spaced pages, exclusive of the staffing table attachment, which did not count against the limit. AR, Tab 14, RFQ amend. No. 7 at 3. The RFQ further specified that if the technical portion of the quotation exceeded the maximum page limit, it "may be considered non-compliant and may not be considered for award." *Id.* at 4.

MedExpress's technical quotation, exclusive of the staffing table attachment, is approximately six double-spaced pages. Consistent with the terms of the RFQ, the awardee's technical quotation addressed both its staffing approach and approach to fulfilling the performance work statement's requirements. See AR, Tab 22, MedExpress Tech. Quotation at 5-10. MedExpress, however, also included a letter of introduction, which was three single-spaced pages. *Id.* at 2-4.

Nothing in the contemporaneous record reflects that the agency evaluated or otherwise relied on the contents of MedExpress's letter of introduction as the basis for finding the awardee technically acceptable. Nevertheless, Rocky Mountain alleges that the Air Force must have considered the letter of introduction, and that MedExpress therefore failed to establish the relative suitability of its quotation within the RFQ's applicable page limits. We disagree.

The record establishes that the technical evaluation panel was not provided with the letter of introduction; in this regard, they were only provided with the 6-page technical quotation and the staffing table attachment, which was expressly excluded from the page limit. AR, Tab 34, Email from Contracting Officer to Technical Evaluators; Tab 35, Supp. Contracting Officer's Statement & Memorandum of Law at 4-5. Additionally, Rocky Mountain points to nothing--and we cannot independently discern anything--in the contemporaneous technical evaluation report that cited to or relied on any

raises a collateral attack on the agency's best-value determination based on its argument that the agency erroneously evaluated vendors' past performance. See Protest at 15 ("The Agency's award decision in this procurement was fundamentally flawed because it is premised upon an inaccurate evaluation of Rocky Mountain's past performance."). As addressed herein, however, we find no basis on which to sustain the protester's challenges to the agency's past performance evaluation. Rocky Mountain also alleged that MedExpress made material misrepresentations with respect to its proposed staffing. See Supp. Protest at 1-3. The protester subsequently withdrew those allegations. See 2nd Supp. Protest and Comments at 1 n.2.

information that was unique to the letter of introduction. *Compare* AR, Tab 23, Tech. Eval. Report for MedExpress *with* Tab 22, MedExpress Tech. Quotation. On this record, we find nothing to support Rocky Mountain's protest allegation.⁴

Past Performance

Rocky Mountain next challenges the agency's evaluation of vendors' past performance. As to its own past performance, the protester contends that the agency unreasonably assessed its record as only warranting a satisfactory confidence rating. Rocky Mountain contends that the agency failed to reasonably consider positive past performance information, while also unreasonably placing undue weight on an instance of adverse past performance. As to MedExpress's past performance, the protester contends that the agency erred in assessing the awardee's past performance as warranting a substantial confidence assessment because the agency unreasonably evaluated the relevance of one of the awardee's references.

⁴ Rocky Mountain also suggests that the Air Force could not elect to sever the letter of introduction, but, rather, was required to consider the three-page letter of introduction and only the first three pages of the awardee's technical quotation. See 2nd Supp. Protest & Comments at 6. We find no merit to this argument. Here, the letter of introduction was clearly severable from the technical quotation. In addition, we find nothing objectionable about the decision to decline to consider a clearly severable letter of introduction. We also see no basis to conclude that the agency was required to consider only the first six pages of the awardee's quotation submission. In this regard, the protester's reliance on our decision in *CORTEK, Inc.*, B-412047 *et al.*, Dec. 17, 2015, 2015 CPD ¶ 397, is misplaced because the facts of that case are materially distinguishable from those presented here.

In *CORTEK*, a technical quotation exceeded the solicitation's 25-page limit by including a preceding 1-page executive summary. The procuring agency argued that it was reasonable to exclude the executive summary and only evaluate the 25-page proposal. We rejected that argument, however, because the executive summary included a discussion of the vendor's approach to employee compensation that was not otherwise addressed in the main body of the technical proposal. We explained that because the agency heavily redacted its evaluation findings in its agency report, we were unable to determine whether the approach to employee compensation addressed in the executive summary "proved significant in the agency's ultimate selection of [the awardee's] proposal for award." *CORTEK, Inc.*, *supra* at 6. Additionally, page 26 of the proposal included required information necessary to establish the technical acceptability of the proposal. In contrast to *CORTEK* and as addressed above, here there is no question that the technical evaluators were not provided with the awardee's letter of introduction. Otherwise, the protester points to no finding in the unredacted contemporaneous evaluation record reflecting that the agency materially relied on any information in the letter of introduction.

The evaluation of the relative merit or relevance of past performance references is generally a matter within the agency’s discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation’s evaluation criteria. *Sayres & Assocs. Corp.*, B-418382, Mar. 31, 2020, 2020 CPD ¶ 134 at 7. The evaluation of past performance, by its very nature, is subjective; an offeror’s disagreement with the agency’s evaluation judgements, without more, does not demonstrate that those judgments are unreasonable. *Noble Supply & Logistics, Inc.*, B-417494.3, Aug. 7, 2020, 2020 CPD ¶ 267 at 4-5. For the reasons that follow, we find no merit to the protester’s allegations.

Rocky Mountain’s Past Performance

Rocky Mountain first contends that the Air Force unreasonably evaluated its past performance. Specifically, the protester argues that the agency unreasonably disregarded positive past performance information, while simultaneously elevating certain adverse past performance information.

As required by the RFQ, Rocky Mountain identified two past performance references. The first reference was for the provision of ambulance medical services at Schriever AFB in Colorado (Rocky Mountain is the current incumbent for part of the requirements being acquired under the RFQ). AR, Tab 15, Rocky Mountain Tech. Quotation at 3-4. The second reference was for the provision of ambulance services at the U.S. Air Force Academy in Colorado (Rocky Mountain has provided these services for approximately nine years across two consecutive contracts). *Id.* at 4. For both references, the Air Force reviewed available CPARS assessments, as well as information the agency obtained from the designated points of contact identified by the protester in its quotation. The Air Force evaluated the references as follows:

	Reference 1 – Schriever AFB	Reference 2 - U.S. Air Force Academy
Recent	Yes	Yes
Relevant	Yes	Yes
Quality – CPARS Assessments	Satisfactory	Satisfactory
Quality – Point of Contact Responses	Marginal	Satisfactory

AR, Tab 28, Past Performance Eval., at 1. Based on these assessments, the Air Force rated Rocky Mountain’s past performance as warranting an overall satisfactory confidence assessment. *Id.*

Rocky Mountain first challenges the Air Force’s consideration of the quality of the protester’s past performance on the incumbent contract, arguing that the agency erred in not evaluating the reference as warranting substantial confidence, as opposed to the assigned satisfactory confidence rating. In this regard, the protester points to various statements made by the assessing official in the associated CPARS assessments as

demonstrating the merits of its prior performance. See Protest at 14. Rocky Mountain's arguments, however, ignore that the relevant assessing official uniformly rated the protester's performance as satisfactory across every assessment category for fiscal years 2016 through 2019. See Protest, exh. A, CPARS Assessments for Contract No. FA255016C0001 at 19-20, 23, 25, 27. Thus, setting aside Rocky Mountain's challenges to the instances of adverse past performance information considered by the Air Force, we find nothing objectionable in the Air Force assessing a satisfactory confidence rating for the protester's incumbent performance where Rocky Mountain was uniformly rated as satisfactory for all assessment categories for all performance periods for which CPARS assessments were available.⁵

In any event, we have no basis to question the reasonableness of the agency's past performance evaluation in light of certain adverse past performance information in the protester's record. In this regard, Rocky Mountain argues that the Air Force unreasonably "downgraded" Rocky Mountain's past performance "based upon a single, negative past performance reference," or otherwise failed to reasonably consider the efficacy of corrective actions implemented by Rocky Mountain. 2nd Supp. Protest and Comments at 9. The protester's contention that there was a "single, negative" reference, however, is not supported by the record. Rather, the record reflects a pattern of issues on one reference, and a marginal schedule rating on the protester's second reference. Similarly, the protester's contention that the agency did not consider Rocky Mountain's corrective actions also is not supported by the record.

An agency's past performance evaluation may be based on a reasonable perception of a contractor's prior performance, regardless of whether the contractor disputes the agency's interpretation of the underlying facts, the significance of those facts, or the significance of corrective actions. *Fluor Intercontinental, Inc.--Advisory Opinion*, B-417506.14, Nov. 5, 2019, 2020 CPD ¶ 46 at 29; *PAE Aviation & Tech. Servs., LLC*, B-413338, B-413338.2, Oct. 4, 2016, 2016 CPD ¶ 283 at 5. And, although consideration of past performance trends and corrective actions is generally appropriate, an agency is not required to ignore instances of negative past

⁵ To the extent that Rocky Mountain disputes the ratings assigned in the underlying CPARS assessments, we have no basis to consider those arguments. As we have explained, a protester's challenges to the methodology used for assessing a contractor's performance on a predecessor contract, or the findings in connection with such performance reviews, generally involve matters of contract administration that are not for our review as part of our bid protest function. *NLT Mgmt. Servs., LLC--Costs*, B-415936.7, Mar. 15, 2019, 2019 CPD ¶ 122 at 7; *ProActive Techs., Inc.; CymSTAR Servs., LLC*, B-412957.5 *et al.*, Aug. 23, 2016, 2016 CPD ¶ 244 at 11 n.6. We also note that on most of these CPARS assessments, Rocky Mountain expressly concurred with the assessing official's assessments, and in the remaining instances did not object to the assigned ratings. See Protest, exh. A, CPARS Assessments for Contract No. FA255016C0001 at 22, 24, 26, 28; see also AR, Tab 20, CPARS Assessment for Contract No. FA700014C0009 at 3 (same with respect to the second past performance reference).

performance. *General Revenue Corp., et al.*, B-414220.2 *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 40-41; *Vectrus Sys. Corp.*, B-412581.3 *et al.*, Dec. 21, 2016, 2017 CPD ¶ 10 at 9.

The record reflects significant concerns with Rocky Mountain's performance of the incumbent contract. For example, the contracting officer for that contract expressed the opinion that he would not award another contract to Rocky Mountain. See AR, Tab 18, Responses to Past Performance Questions re Contract No. FA251720Q0017 at 2. Specifically, he explained that:

No. After an anonymous tip from a former employee a thorough inspection was conducted for the contract. That inspection showed that the contractor had been using expired medical equipment to perform services on Schriever AFB. Attached is a copy of the cure notice that was provided to the contractor. Due to the contractor's previous discrepancies Schriever AFB has been conducting more thorough and frequent inspections to ensure the contractor is continuing to perform to standard. The contractor did cure their deficiencies, but the confidence that we had in their ability to protect Schriever was greatly diminished.

Id.

In addition to identifying at least 21 different medications or supplies that were expired, the referenced cure notice also identified other deficiencies with Rocky Mountain's performance. Specifically, the cure notice cited the protester's failure to: (1) replace full sharps containers; (2) maintain valid ambulance permits; (3) maintain appropriate emergency supplies and equipment; and (4) maintain sterile packs of equipment and store them in a manner to maintain sterility. AR, Tab 17, Cure Notice re Contract No. FA2550-16-C-0001 (May 11, 2020) at 1-2. Although all parties noted that the identified deficiencies were resolved by Rocky Mountain in approximately 3 weeks following the cure notice's issuance, the record reflects ongoing performance concerns. See, e.g., AR, Tab 34, Email from Medical Operations Flight Commander Group Practice Manager to Rocky Mountain (June 12, 2020) at 1 (identifying issues identified during a June 12 quality inspection, including: (1) a full sharps container; (2) fire extinguishers without current inspection tags; and (3) missing signatures on narcotics logs); and Tab 35, Air Force Memo. for Record (addressing issues identified during an August 28 no-notice inspection, including: (1) expired medication and supplies; (2) a soiled testing strip bottle; (3) open/damaged items; and (4) malfunctioning sirens and lights).

Based on this documented pattern of performance issues, as well as consideration of the remedial actions taken by the protester, the agency reasonably articulated its reasoning for its confidence with respect to protester's ability to successfully perform the requirements. Specifically, the agency explained that:

Based upon the marginal quality rating for current services at Schriever, the Government only has a reasonable expectation that [Rocky Mountain] could successfully perform the effort. One of the installations being supported in the follow-on contract is Schriever and [Rocky Mountain] has provided services using ambulance vehicles with expired permits and vehicles that were never permitted. An inspection in May 2020 revealed expired supplies, medications, and missing equipment vital to emergency services. Although deficiencies from the cure notice were corrected within approximately 3 weeks, the aforementioned performance issues decreases the Government's confidence in [Rocky Mountain's] ability to successfully perform the lifesaving medical services.

AR, Tab 27, Award Decision, at 10. We find that the agency's consideration of both the adverse past performance information, as well as the mitigating remedial actions taken by Rocky Mountain, was reasonable and within the sound business judgment of the agency. The protester's disagreement as to the relative weight afforded to the adverse information versus the mitigating information, without more, provides no basis to question the reasonableness of the agency's evaluation.

For Rocky Mountain's second reference (involving the Air Force Academy), an available CPAR assessment reflected a marginal rating for schedule, with all other ratings being satisfactory. As to schedule, the assessing official noted that the protester "did not meet [Department of Defense] and [Performance Work Statement] requirement of the 12 minute response time 90% of the time for 5 of the 6 months during this reporting period," while also noting that "[t]he communication that was previously causing delays in response was corrected." AR, Tab 20, CPAR Assessment for Contract No. FA700014C0009 at 2. In response to questions from the contracting officer for this procurement, the contract specialist for the past performance reference also noted some performance issues that had been resolved. For example, in response to the question "Did the contractor exhibit/ experience staffing issues or delays during performance?," the contract specialist responded that: "Never to the point of jeopardizing the mission, had few to no corrective action reports over previous and current contract which were immediately addressed. Appears to be normal management/staff turnover and associated learning curve that come with this turnover." AR, Tab 19, Responses to Past Performance Questions re Contract No. FA700014C0009 at 3.

As with the protester's reference involving Schriever AFB, the Air Force here reasonably considered both the adverse and mitigating information presented with respect to the protester's reference involving the Air Force Academy. In this regard, the agency explained that "[e]ven though [Rocky Mountain] had few to no corrective action reports on the previous and current contracts [involving the Air Force Academy], corrective action reports were still issued, again decreasing the Government's confidence level in performance." AR, Tab 27, Award Decision, at 10. In our view, the Air Force was not required to ignore adverse past performance information, and the protester's disagreement as to the weight afforded to such adverse information, without more,

provides no basis to challenge the agency’s exercise of its business judgment as to its confidence in Rocky Mountain’s ability to successfully perform the instant requirement.

In sum, the Air Force noted that Rocky Mountain’s past performance record reflected mostly satisfactory performance, with the existence of some adverse performance information. Based on this mixed past performance record, the agency determined that it had “a reasonable expectation that [Rocky Mountain] can perform these critical lifesaving services,” but also noted that “there remains a question regarding how successful they would be in executing the requirement.” *Id.* On this record, we cannot conclude that the agency’s evaluation was unreasonable or inconsistent with the RFQ’s evaluation criteria, and therefore find no basis on which to sustain the protest.

MedExpress’s Past Performance

Rocky Mountain also challenges the agency’s evaluation of MedExpress’s past performance. Specifically, the protester challenges the agency’s determination that one of MedExpress’s references was relevant because Rocky Mountain contends that the reference’s scope and complexity are not similar as compared to the RFQ’s anticipated scope and complexity.

MedExpress similarly identified two past performance references. The awardee’s first reference was for the provision of ambulance services at Creech AFB in New Mexico. AR, Tab 22, MedExpress Tech. Quotation at 17-18. The second reference was for an on-going contract with Louisiana Rural Ambulance Alliance, Inc. to provide emergency medical response services, including ambulances and personnel, in times of disaster and in cooperation with federal, state, and local governments. *Id.* at 20. For the Creech AFB reference, the Air Force reviewed available CPARS assessments, and for both references the agency contacted the designated points of contact identified by the protester in its quotation. The Air Force evaluated the references as follows:

	Reference 1 – Creech AFB	Reference 2 - Louisiana Ambulance
Recent	Yes	Yes
Relevant	Yes	Yes
Quality – CPARS Assessments	Exceptional	N/A
Quality – Point of Contact Responses	Exceptional	Satisfactory

AR, Tab 28, Past Performance Eval., at 1. Based on these assessments, the Air Force rated MedExpress’s past performance as warranting an overall substantial confidence assessment. *Id.*

Rocky Mountain offers no challenge to the agency’s evaluation of the awardee’s first reference for the provision of ambulance services at Creech AFB in New Mexico. Thus, the protester effectively concedes that MedExpress has at least one relevant past

performance reference demonstrating exceptional quality. Rocky Mountain nevertheless attacks the relevance of MedExpress's second reference. The protester primarily contends that the agency should have found the reference not relevant because it involves surge medical support services (and not primary medical transportation, as here), and it did not reflect that the services were provided on military installations. We find no merit to the protester's objections to the agency's evaluation.⁶

The RFQ defined relevant past performance as including services of the same market segment, magnitude, and complexity outlined in the performance work statement. AR, Tab 14, RFQ amend. No. 7, at 6. Where, as here, the solicitation does not expressly define scope, magnitude, or complexity, agencies are afforded great discretion to determine the relevance of an offeror's past performance. *Erickson Helicopters, Inc.*, B-418981, Oct. 22, 2020, 2020 CPD ¶ 351 at 8; *DynCorp Int'l LLC; AAR Supply Chain, Inc.*, B-415873 *et al.*, Apr. 12, 2018, 2018 CPD ¶ 157 at 10. Additionally, we note that the RFQ does not appear to have contemplated that the agency would assess relevancy across a broad qualitative spectrum (e.g., very relevant, relevant, somewhat relevant). Rather, the RFQ appears to have contemplated a binary relevancy determination (*i.e.*, relevant or not relevant). The RFQ explained that a reference would be relevant if it involved similar scope, magnitude, and complexity of effort as the RFQ. A reference would not be relevant only if it involved little or none of the scope and magnitude of effort as the RFQ. AR, Tab 14, RFQ amend. No. 7, at 6.

In light of the RFQ's evaluation criteria and the broad discretion afforded to the Air Force, we find no basis to disagree with the agency's relevancy evaluation. In this regard, the primary services of both efforts is the provision of medical transportation and support services. It is apparent that the awardee's reference involves the very type of medical services contemplated by the RFQ. Additionally, both efforts require the awardee to provide qualified personnel and to comply with applicable professional standards and license requirements. While the protester may be correct that the scopes of work are not identical, that is not the standard for relevance established by the RFQ. Rather, a reference would only be not relevant if it involved "little or none of the scope and magnitude of effort" as compared to the RFQ. On this record, we find no

⁶ Rocky Mountain also argues that the information in the record does not support the reasonableness of the agency's magnitude evaluation for the reference. In this regard, the protester contends that the Louisiana ambulance services reference has an annual value of approximately \$512,000, while the annual anticipated annual value of this contract will be approximately \$1,060,000. See 2nd Supp. Comments at 7. We find no basis to sustain the protest on this basis, however, where the record demonstrates--and the protester provides no meaningful basis to distinguish--that the agency also found the protester's incumbent contract relevant with an annual value of approximately \$490,000.

basis to substitute our judgment for the agency's with respect to the relevance of the awardee's second reference.

The protest is denied.

Thomas H. Armstrong
General Counsel