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Decision

Matter of: Ecolog Deutschland GmbH

File: B-423548

Date: August 5, 2025

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Kara L. Daniels, Esq., and Nicole A. Williamson, Esq., Arnold & Porter Kaye Scholar LLP, for Fluor Intercontinental Germany GmbH, the intervenor.
Robert B. Neill, Esq., Lieutenant Colonel Anthony V. Lenze, Lieutenant Colonel Peter DiPaola, Shelley M. O'Hara, Esq., and Major Joshua B. Fix, Department of the Army, for the agency.
Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency misevaluated protester's proposal as unacceptable under experience criteria is denied where the evaluation reasonably determined that the protester's proposed candidate for a position lacked relevant experience as defined in the solicitation.
 2. Protest that agency improperly awarded contract at an unreasonably high price is denied where the record shows the agency made a reasonable price reasonableness assessment by comparing the awardee's proposed price to those of other offerors and to a government estimate, both of which supported the agency's conclusion that the awardee's price was not unreasonably high.
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DECISION

Ecolog Deutschland GmbH, of Dusseldorf, Germany, protests the award of a contract to Fluor Intercontinental Germany GmbH, of Greenville, South Carolina, under request for proposals (RFP) No. W912PB-25-R-3000, issued by the Department of the Army for logistics support services in Bavaria, Germany. Ecolog argues that its proposal was unreasonably evaluated as unacceptable, and the agency should have rejected Fluor's proposal as unreasonably priced.

We deny the protest.

BACKGROUND

The RFP, issued on December 20, 2024, sought proposals to provide logistics support services¹ for United States and allied military forces during exercises and other operations in the Hohenfels, Grafenwoehr, Vilseck, and Ansbach training areas in Germany. The RFP contemplated the award of a requirements contract to the offeror submitting the lowest priced technically acceptable proposal for a base year and two option years. AR, Tab 3, Conformed RFP at 3, 57. The procurement utilized Federal Acquisition Regulation (FAR) part 15 solicitation procedures for commercial services under FAR part 12. Corrected Contracting Officer's Statement (COS) at 2.

The RFP identified three technical factors that would be evaluated to determine technical acceptability: technical experience, subcontracting, and supplier performance risk. Conformed RFP at 12-14. As relevant to the protest, there were two subfactors under the technical experience factor. Under subfactor 1, the evaluation would assess whether the offeror's experience as a prime contractor in 5 of the preceding 8 years showed the performance of relevant experience. Under subfactor 2, the agency would make the same assessment as under subfactor 1, but with respect to two of the offeror's proposed personnel: the program manager and the alternate program manager. *Id.* at 13, 59.

The RFP also provided detailed specifications to define relevant experience under both subfactors. It first identified six "elements of [e]xperience" that were related to field training or logistic support services:

- a. Project Management
- b. Shuttle Bus and On-Call Transportation Services
- c. Distribution and set up items
- d. Field Dining, Food Service Facility Management, and Food Preparation, inclusive of associated personnel
- e. Field Equipment Acquisition and Management
- f. Field Laundry, Shower, and Hand-wash facilities.

Id. at 13.

The RFP then described the importance of the six elements in determining whether experience would be considered relevant:

"Relevant" is to be determined when each reference provided includes performance of efforts involving requirements that are similar in scope. A

¹ The RFP's performance work statement (PWS) identified the services principally as dining facility operations; transportation of equipment; transportation of ammunition; and provision of material handling equipment, portable showers, portable laundry facilities, generators, and setup of tents, cots, tables, heaters, and lighting. Agency Report (AR), Tab 3a, Conformed RFP attach. 1, Conformed PWS at 2.

contractor's experience is similar in scope for the purpose of this evaluation factor when the contractor demonstrates that each contract reference includes **experience in every element** identified above, specifically a. through f.

Id. (emphasis added).

A proposal would be rated unacceptable if the experience of the offeror, the program manager, or the alternate program manager failed to show at least 5 years of experience. *Id.* The RFP cautioned that "all references must me[e]t the relevancy description described above." *Id.*

The Army received proposals from 15 offerors, including Ecolog and the incumbent contractor, Fluor. The contracting officer determined that only seven proposals were eligible for evaluation. Corrected COS at 2. After an initial evaluation of those seven, the proposals from Fluor and Ecolog were the only ones evaluated as technically acceptable, and Ecolog's proposal was lower priced. *Id.*; AR, Tab 13, Technical Evaluation Team Report (Feb. 6, 2025) (TET) at 1; AR, Tab 15, Memorandum for Record by Contracting Officer (CO) (Apr. 14, 2025), at 2.

The contracting officer decided that additional evaluation of Ecolog's proposal was appropriate because "the contract specialist and contracting officer wanted to make sure that both acceptable offerors were completely acceptable in all categories." AR, Tab 15, Memorandum for Record by CO at 2. As a result of that process, the contracting officer determined that Ecolog's candidate for alternate program manager lacked the required experience because neither of the "contracts [listed as the candidate's experience] met any of the factors listed in solicitation." *Id.* The contracting officer characterized the two experience references as "a supply contract for boxes and a Maintenance, Supply, and Repair ('MRO') supply contract," and therefore neither demonstrated experience in the six required elements, which meant it was not similar in scope and thus the candidate had no relevant experience. Corrected COS at 6. The contracting officer then amended the RFP to inform offerors that the agency had a right to verify experience references and to ask the offerors whether they wished to revise their proposals. Ecolog declined. *Id.* at 7.

The contracting officer directed the technical evaluators to reevaluate the proposals from the firms "still in the competition," which were Fluor and Ecolog. *Id.* at 8. The reevaluation determined that Ecolog's proposal was unacceptable because the firm's proposed alternate program manager did not have relevant experience; that is, experience that included all six required elements totaling a period of at least 5 years. AR, Tab 14, TET at 1. Therefore, the evaluators rated Ecolog's proposal unacceptable under technical experience subfactor 2, which made it unacceptable under the technical experience factor and unacceptable overall. *Id.*

The agency then prepared a comparison of the prices of all seven evaluated offerors, which included pricing for a 6-month extension of services:

	Total Evaluated Price in €	Total Evaluated Price in US\$
Fluor	€54,238,826.93	\$58,642,909.42
Ecolog	€34,171,091.71	\$36,945,714.90
Offeror A	€44,637,315.54	\$48,261,774.83
Offeror B	€53,571,995.09	\$57,921,932.20
Offeror C	€74,351,342.72	\$80,388,520.62
Offeror D	€85,532,049.30	\$92,477,077.84
Offeror E	Priced only in US\$	\$136,436,715.46

AR, Tab 16, Consolidated Pre-Negotiation Objective Memorandum/Price Negotiation Memorandum at 2.

The contracting officer assessed the reasonableness of Fluor’s pricing by comparing Fluor’s total price to the government estimate of €74.3 million and calculated that the government estimate was more than 37 percent higher than Fluor’s price. *Id.* at 6. The contracting officer acknowledged that there was a very wide range of prices, but that Fluor’s price was at the median, which “mean[t] they were comparable to what the market was offering.” *Id.* at 16. Further, Fluor’s status as the incumbent contractor indicated to the contracting officer that Fluor “ha[d] already established a network of business relations with subcontractors and [was] apprised on the current rates of the services required.” *Id.* at 16. Based on that analysis, the contracting officer determined that Fluor’s pricing was reasonable.² *Id.* at 18.

The contracting officer expressly concurred with the technical reevaluation, *id.* at 11, and selected Fluor’s proposal for award as the only technical acceptable proposal, making it the lowest priced technically acceptable offer. *Id.* at 17-18. After a debriefing, Ecolog filed this protest with our Office.

DISCUSSION

Ecolog primarily argues that the Army misevaluated its proposal as unacceptable and improperly awarded the contract to Fluor at an unreasonably high price. Protest at 6-7. We address those arguments below and conclude that they provide no basis to sustain the protest.

Technical Evaluation

Ecolog argues that its proposal was misevaluated because its alternate program manager demonstrated acceptable experience as required by the RFP. More

² The contracting officer reasoned that comparing Fluor’s price to the median of all seven offerors’ prices was appropriate because the flaws in the proposals from the six unacceptable offerors were sufficiently minor that they could have been remedied without causing them to make “a significant adjustment in prices offered.” *Id.* at 16.

specifically, Ecolog argues that it submitted two experience contracts for the alternate program manager (identified as the -0002 and -0010 contracts) and both showed relevant experience that should have been evaluated as acceptable. *Id.* at 3.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate the proposals or substitute our judgment regarding the merits of the proposals for the procuring agency's evaluation. *Trans Digital Tech., LLC, B-412521.2 et al.*, Jan. 17, 2018, 2018 CPD ¶ 58 at 6. Our review of the record is to assess whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* Where a protester challenges the evaluation of experience in particular, our review affords a procuring agency broad discretion to evaluate offerors' experience and make a judgment whether a particular contract is relevant. *Id.* at 7. The evaluation of experience is subjective, and thus an offeror's disagreement with the agency's evaluation judgement, without more, does not demonstrate that those judgments are unreasonable. *Id.*

Ecolog contends that the statement of work for contract -0002 described it as including a "broad range of logistics functions," and that it is sufficient that the services were generally relevant to RFP elements a through f, even though "the contract did not encompass the literal distribution of food or laundering services." Protest at 5 (emphasis omitted). For the -0010 contract, Ecolog contends that the alternate program manager's experience was not managing a contract to supply boxes as the line items in the contract itself appeared to indicate, but the experience "involved a great deal of logistics support, including with respect to elements a-f." *Id.* In a submission to our Office, Ecolog's candidate for the alternate contract manager position submitted a statement that the candidate's experience identified in the proposal had also included "other logistics services with regard to" transportation, dining and food service, and laundry services. Comments at 3 (citing Opp. to Req. for Dismissal, attach. Statement of Alternate Program Manager at 1). As a result, Ecolog contends that its candidate was "supervising a great deal of the support for services such as laundry, dining[,] and transportation." *Id.*

The Army argues that its evaluation and award decision were reasonable and consistent with the RFP criteria. With respect to the experience of the protester's alternate program manager, the Army emphasizes that the RFP specifically provided that relevant experience meant the involvement in performing services that were "similar in scope" and, in turn, "similar in scope" required that each contract reference include experience in "every element identified [in factor 1], specifically a through f." Memorandum of Law (MOL) at 4 (quoting Conformed RFP at 13) (emphasis omitted). The Army argues that the reevaluation of Ecolog's proposal reasonably determined that none of the contract references for the alternate program manager included every element, and thus the reevaluation of Ecolog's proposal as unacceptable was proper.

Based on our review of the record, the protester has not shown that the Army's evaluation of its alternate program manager's experience under the specific terms of the RFP was unreasonable. The protester's arguments merely contend broadly that both of the candidate's reference contracts (as a combined effort), involved broad support of

logistics services that in turn supported the types of services required by the RFP; the firm argues that some elements were present in each reference. The RFP, however, specifies that each referenced experience contract had to demonstrate each of the six specified elements for the experience to be considered relevant. Further, in conducting the reevaluation, the evaluators reasonably concluded that the experience references for Ecolog's alternate program manager demonstrated experience with supply contracts rather than the types of logistics support services that were relevant. The conclusion that Ecolog's proposal was unacceptable was therefore reasonable and consistent with the evaluation criteria, and we deny Ecolog's challenge.³

Price Reasonableness

Ecolog also contends that the Army awarded the contract at an unreasonably high price.⁴ The firm contends that there is no justification for selecting Fluor's proposal at a price premium of over \$18 million more than Ecolog's price based on only one position, the alternate program manager. Comments at 7; see *also* Protest at 7.

The Army argues that it conducted a valid price reasonableness evaluation, which supports its determination that Fluor's price is reasonable. The agency notes that the

³ Ecolog argues that the RFP's experience requirements were unclear, and therefore the Army was required to conduct discussions to clearly communicate those requirements. If it had, Ecolog argues it could have provided additional information that would have shown the relevance of its alternate program manager's experience. Protest at 7. We do not agree. The record does not support the protester's contention; the RFP experience requirements were clear. The RFP expressly identified the requirement to demonstrate relevant experience for the offeror itself and for each of the two personnel, it defined relevance for each experience reference as "performance of efforts involving requirements that are similar in scope," and it explained that to be "similar in scope" would require all six "elements of experience." Conformed RFP at 13. Moreover, the RFP stated that the Army did not intend to conduct discussions with offerors. Conformed RFP at 57. A procuring agency has broad discretion whether to hold discussions, and we generally will not review the exercise of that discretion. *Aviation Ground Equip. Corp.*, B-417711.2, B-417711.3, May 3, 2021, 2021 CPD ¶ 183 at 9. Ecolog has given us no basis to question the agency's decision not to hold discussions.

⁴ The Army contends that Ecolog is not an interested party to challenge the determination that Fluor's price is unreasonable because Ecolog's proposal was unacceptable. Determining whether a party is interested involves consideration of a variety of factors, including the nature of issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *Four Winds Servs., Inc.*, B-280714, Aug. 28, 1998, 98-2 CPD ¶ 57 at 2. Here, all proposals other than Fluor's were found unacceptable, so there is no other offeror that could raise the price reasonableness challenge and, if successful, that challenge would result in the Army having to request revised proposals or revise the RFP. Therefore, we find Ecolog to be an interested party to challenge the agency's price reasonableness determination.

awardee's price was 37 percent lower than the government estimate, and that Fluor's price was at the median of the seven proposals included in the evaluation. MOL at 21. The agency argues that comparison to a government estimate and comparison to competing prices are well-established methods of assessing price reasonableness, and that the agency's use of them was proper. *Id.* at 20-21 (citing FAR 15.404-1(b)(2)(v)).

While a procuring agency must assess whether proposed prices are reasonable (*i.e.*, not too high) when acquiring commercial services through competitive negotiations, FAR 12.209; 15.402, the determination of whether an offeror's price is reasonable is a matter of agency discretion involving the exercise of business judgment by the source selection authority. *WJM Prof'l Servs., LLC*, B-422328.2, May 28, 2024, 2024 CPD ¶ 126 at 4-5. In considering a protester's challenge to the agency's judgment of price reasonableness, our Office will review whether the agency's judgment has been shown to be unreasonable. *Id.* at 5. A price reasonableness assessment may include consideration of how the offeror's price compares to others and may also compare prices to a government estimate. *Id.* Indeed, FAR section 15.404-1(b)(2) identifies both the comparison to other prices received under a solicitation and comparison to a government estimate as approved techniques for performing a price analysis to assess whether a price is fair and reasonable.

Based on our review of the record, the price analysis used by the Army to assess the reasonableness of Fluor's price was consistent with applicable regulations and supported its judgment that Fluor's price was reasonable. While Ecolog emphasizes that the awardee's price is significantly higher than Ecolog's own, that does not undermine the validity of the Army's analysis.

The protest is denied.

Edda Emmanuelli Perez
General Counsel