U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Comptroller General
of the United States

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Decision

Matter of: I. M. Systems Group, Inc.--Reconsideration

File: B-422727.4

Date: May 28, 2025

Jeremy D. Burkhart, Esq., and Roza Sheffield, Esq., Holland & Knight LLP, for the requester.
Jeremiah Kline, Esq., Department of Commerce, 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

Request for reconsideration of prior decision is denied where the request does not show that our earlier decision contained an error of fact or law, or present information not previously considered that would merit modification or reversal.

DECISION

I. M. Systems Group, Inc. (IMSG), a small business of Rockville, Maryland, requests reconsideration of our decision in *I. M. Sys. Grp., Inc.*, *I. M. Sys. Grp.*, B-422727.2, B-422727.3, Dec. 27, 2024, 2025 CPD ¶ 56, in which we denied its protest of the issuance of a task order to Science and Technology Corporation (STC), a small business of Hampton, Virginia, under task order request for proposals (TORFP) No. 1332KP24R0005, issued by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for scientific and technical services. IMSG argues that our decision contains errors of fact and law that warrant reconsideration.

We deny the request for reconsideration.

BACKGROUND

On April 5, 2024, the agency issued the TORFP as a small business set-aside, pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures, to holders of NOAA's ProTech 2.0 Satellite Domain multiple-award, indefinite-delivery, indefinite-

quantity (IDIQ) contract vehicle. Agency Report (AR), Tab 1, TORFP at 2, 14.[1] The contemplated task order, titled Atmospheric Science and Technology Applications 2.0, sought research and development services for NOAA's satellite-based atmospheric and land surface-related mission goals, including monitoring and understanding Earth's atmosphere and land surface using satellite observations. *Id*. at 82. The TORFP contemplated the issuance of a hybrid fixed-price and time-and-materials task order to be performed for a base period of nine months with five option periods totaling an additional four years. *Id*. at 37-38, 71.

The solicitation provided that the task order would be issued on a best-value tradeoff basis, considering two factors: technical approach and price. *Id*. at 79-80. The technical factor included three elements, listed in descending order of importance: technical capability and experience, staffing, and key personnel. *Id*. at 74-75, 80. The solicitation specified that the technical factor "is significantly more important than evaluated price" and advised that "as the non-price factor becomes more comparably equal amongst [o]fferors[,] their total evaluated price becomes more important and influential in determining the best value." *Id*. at 80.

For the technical factor and its elements, proposals would be assigned confidence ratings[2] to determine the agency's confidence in the offeror's understanding of, and ability to effectively meet, the performance work statement (PWS) requirements. *Id*. As relevant here, under the staffing element, offerors were to "[d]iscuss how the [o]fferor's proposed labor mix satisfies the [PWS] requirements[,]" and the TORFP allowed offerors the option "to propose different labor mixes than what has historically been used[.]" *Id.*

Under the price factor, the solicitation indicated that the government "may use various price analysis techniques [in accordance with] FAR 15.404-1" to conduct a price analysis that "will determine if the proposed pricing is complete, fair, and reasonable, aligning with PWS requirements and ProTech 2.0 contract terms." *Id.* at 80. As relevant here, the solicitation specified that an "[o]fferor's proposed pricing information must be entirely compatible with its technical proposal[,]" *id.* at 75, and that "prices must align with the [o]fferor's technical proposal." *Id*. at 80.

The agency received five proposals, including from IMSG (the incumbent contractor) and STC. Contracting Officer's Statement (COS) at 6; AR, Tab 10, TET Consensus Report at 8. Following the agency's selection of STC's proposal for award, IMSG filed its first protest with our Office, challenging various aspects of the agency's evaluation and award decision. In response, the agency proposed to take corrective action by

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[1] Citations to the record refer to the agency report documents produced in the underlying protest. All citations are to the Adobe PDF page numbers of the documents referenced in this decision, unless otherwise paginated.

[2] The agency used the following ratings: low confidence, confident, and high confidence. AR, Tab 10, Technical Evaluation Team (TET) Consensus Report at 8.

reevaluating technical proposals and conducting a new tradeoff decision, and we dismissed that protest as academic. *I. M. Sys. Grp., Inc.*, B-422727, July 31, 2024 (unpublished decision). Consequently, the agency reevaluated technical proposals as follows:

	Technical Capability and Experience	Staffing	Key Personnel	Overall Consensus	Price
IMSG	High Confidence	Confident	High Confidence	High Confidence	$54,522,668
STC	High Confidence	Confident	Confident	Confident	$35,574,367

AR, Tab 10, TET Consensus Report at 8; COS at 8.

Based on this reevaluation, the agency concluded that STC's proposal represented the best value to the government, reasoning that IMSG's technical advantages were not worth its associated price premium despite STC's "slight technical inferiority." AR, Tab 12, Business Clearance Memorandum at 27-28. The agency again selected STC for award.

IMSG filed another protest on September 23, alleging that the agency unreasonably evaluated the proposals submitted by IMSG and STC. As relevant here, IMSG filed a supplemental protest on November 4, contending that the agency failed to analyze IMSG's proposed labor mix under the solicitation's staffing element and evaluated the two offerors unequally. Comments & Supp. Protest at 21-24. In addition, IMSG argued that the agency's price evaluation--including the agency's alleged obligation to assess whether an offeror's price proposal was "entirely compatible" with its technical proposal--was unreasonable and inadequately documented. *Id*. at 7-8.

On December 27, our Office denied IMSG's protest, finding that the agency's evaluation was reasonable and adequately documented. *I. M. Sys. Grp., Inc.*; *I. M. Sys. Grp.*, B-422727.2, B-422727.3, *supra* at 7-9. After the issuance of our decision denying IMSG's protest, IMSG requested that our Office reconsider our decision.[3]

DISCUSSION

IMSG alleges that our decision erred by failing to address two "meritorious" protest grounds. Req. for Recon. at 1. In this regard, the requester first argues that our Office

[3] As the value of the task order exceeded $10 million and was to be issued under an IDIQ contract vehicle by a civilian agency (NOAA), the underlying protest was within our Office's jurisdiction. *See* 41 U.S.C. § 4106(f); *Analytic Strategies LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, 2016 CPD ¶ 340 at 4-5.

erred, as a matter of law, by not addressing one of IMSG's supplemental protest arguments, which challenged the agency's analysis of IMSG's proposed labor mix under the solicitation's staffing element. *Id.* at 1-8. Second, IMSG argues that our decision failed to acknowledge and address the lack of documentation supporting the agency's price evaluation. *Id.* at 1, 8-15. In this regard, IMSG asserts that the "evaluation record contain[ed] only a single, conclusory sentence" supporting the agency's argument that all offerors' proposed pricing were "entirely compatible with their technical proposals[.]" *Id.* at 1. We have reviewed all of IMSG's arguments and find no basis to reconsider our prior decision.

Under our Bid Protest Regulations, to obtain reconsideration, a requesting party must demonstrate that our prior decision contains errors of fact or law, or present new information not previously considered, that would warrant reversal or modification of our earlier decision. 4 C.F.R. § 21.14(a); *Department of Justice; Hope Village, Inc.--Recon.*, B-414342.5, B-414342.6, May 21, 2019, 2019 CPD ¶ 195 at 4. The repetition of arguments made during our consideration of the original protest and disagreement with our prior decision do not meet this standard. *Bluehorse Corp.--Recon*., B-413929.2, B-413929.4, May 16, 2017, 2017 CPD ¶ 149 at 4. In addition, our Office has noted repeatedly that while we review, consider and resolve all issues raised by protesters, our decisions may not necessarily address, with specificity, every issue raised throughout the course of a protest. *See, e.g., Synergy Bus. Innovation & Sols., Inc.--Recon.*, B-419812.3, Dec. 15, 2021, 2021 CPD ¶ 389 at 4.

We have explained that this practice is consistent with the statutory mandate that our bid protest forum provide for "the inexpensive and expeditious resolution of protests." *See, e.g., SageCare, Inc.--Recon.*, B-418292.8, June 23, 2020, 2020 CPD ¶ 203 at 3 (citing 31 U.S.C. § 3554(a)(1)). In keeping with this statutory mandate, our Office will not reconsider prior decisions based on a requester's dissatisfaction that the decision does not address each of its protest issues. *Id.*; *accord Gunnison Consulting Grp., Inc.--Recon*., B-418876.5, Feb. 4, 2021, 2021 CPD ¶ 101 at 5 ("[O]ur decisions may not necessarily address with specificity every issue raised; this practice is consistent with the statutory mandate that our bid protest forum provide for 'the inexpensive and expeditious resolution of protests.'") (quoting 31 U.S.C. § 3554(a)(1)); *accord Analytical Sols. by Kline, LLC*, B-417161.3, July 11, 2019, 2019 CPD ¶ 398 at 4 (noting that "a lack of discussion is not indicative of an error of fact or law").

The requester contends that by not specifically addressing its supplemental protest allegation (that the agency failed to properly analyze IMSG's proposed labor mix), our Office "violate[d] 31 U.S.C. § 3554(a)(3)." Req. for Recon. at 4. In furtherance of this argument, the requester first acknowledges our Office's longstanding practice of not addressing all arguments, with specificity, in our written decisions. *Id*. at 3. The requester nevertheless asserts that the statutory justification cited for this practice--to provide for the inexpensive and expeditious resolution of protests--does not apply here because "the argument which GAO failed to analyze was a supplemental protest ground." *Id.*

In this regard, IMSG argues that when resolving supplemental protest grounds, if our Office cannot meet the statutory 100-day timeline, "Congress has instructed GAO to utilize the express protest option[.]" *Id.* at 4 (citing 31 U.S.C. § 3554(a)(3)). The requester then notes that the statutory mandate providing for the "inexpensive and expeditious resolution of protests" appears in 31 U.S.C. § 3554(a)(1)--and not in subsection (a)(3). *Id.* Consequently, the requester contends that the language in (a)(1) "does not apply" to IMSG's supplemental protest grounds and "therefore cannot be used to justify GAO's decision to not address this argument in its [d]ecision." *Id*. In effect, the gravamen of the requester's argument is that our statutory obligation to inexpensively and expeditiously resolve protests does not permit our Office to evade our purported statutory obligation to specifically address every supplemental protest allegation raised by a protester--particularly because 31 U.S.C. § 3554(a)(3) provides our Office with additional time to decide supplemental protest grounds. *See id.*

As detailed below, we find that this argument fails to allege a cognizable legal error.

As a threshold matter, the requester cites no statutory support for the principle that our decisions are obligated to specifically address every argument raised by a protester. Instead, the requester conflates our statutory requirement to resolve protests within 100 days with an obligation to specifically address, in our written decision, every protest argument raised. We find no support for this argument within the language of our statutory requirement, nor does the requester provide any support for such an assertion. Here, as our underlying decision made clear, we considered and resolved all of IMSG's protest arguments, even if we did not address each specific argument in our written decision. *I. M. Sys. Grp., Inc.*; *I. M. Sys. Grp.*, B-422727.2, B-422727.3, *supra* at 5 n.7 ("In its various protest submissions, IMSG has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not address all the protester's arguments, we have considered all of them and find that they afford no basis on which to sustain the protest."). Thus, we find unavailing the assertion that our Office "avoid[ed] resolving" IMSG's protest grounds. *See* Req. for Recon. at 4.

Beyond this conflation, moreover, the requester's argument that our decision violated applicable statutory requirements relies on an unreasonable interpretation of the cited statutory authority. In matters concerning the interpretation of a statute, the first question is whether the statutory language provides an unambiguous expression of the intent of Congress. *See, e.g., EADS North Am., Inc.*, B-291805, Mar. 26, 2003, 2003 CPD ¶ 51 at 4. In this regard, we "begin with the language employed by Congress and the assumption that the ordinary meaning of that language accurately expresses the legislative purpose." *Gross v. FBL Fin. Servs., Inc.*, 557 U.S. 167, 175 (2009). If it does, the matter ends there, for the unambiguous expressed intent of Congress must be given effect. *ASRC Fed. Data Network Techs., LLC*, B-418028, B-418028.2, Dec. 26, 2019, 2019 CPD ¶ 432 at 8. Additionally, when interpreting a statute, "the words of a statute must be read in their context and with a view to their place in the overall statutory scheme." *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 133 (2000). Consequently, statutory phrases and individual words cannot be viewed in isolation. *See Davis v. Michigan Dep't of the Treasury*, 489 U.S. 803, 809 (1989).

As relevant here, under the Competition in Contracting Act (CICA), Congress conferred on our Office bid protest jurisdiction subject to specific parameters:

> To the maximum extent practicable, the Comptroller General shall provide for the inexpensive and expeditious resolution of protests under this subchapter. Except as provided under paragraph (2) of this subsection, the Comptroller General shall issue a final decision concerning a protest within 100 days after the date the protest is submitted to the Comptroller General.

31 U.S.C. § 3554(a)(1). Congress, through CICA, thus established that our office "shall" issue a final decision concerning a protest within 100 days--except as provided under paragraph (2). *Id.* In paragraph (2), Congress directed the Comptroller General to "establish an express option for deciding those protests which the Comptroller General determines suitable for resolution within 65 days after the date the protest is submitted."[4] *Id.* at § 3554(a)(2). Reading these two paragraphs together, we find that Congress instructed our Office to issue a final decision "concerning a protest" within 100 days--but allowed our Office the discretion to determine if certain protests are "suitable for resolution within 65 days[.]" *Id.* at § 3554(a)(1), (2).

As noted above, the requester charges our Office with "violat[ing]" paragraph (3), which provides:

> An amendment to a protest that adds a new ground of protest, if timely made, should be resolved, to the maximum extent practicable, within the time limit established under paragraph (1) of this subsection for final decision of the initial protest. If an amended protest cannot be resolved within such time limit, the Comptroller General may resolve the amended protest through the express option under paragraph (2) of this subsection.

Id. at § 3554(a)(3).[5]

Analyzing the words of this statute, we reject the premise of the requester's argument that "Congress has instructed" our Office to use the express option to resolve supplemental protest allegations. Req. for Recon. at 4. Instead, by using the permissive term "may," Congress gave our Office the discretion to resolve an amended protest within the 65-day timeline established in paragraph (2). In this regard, the first clause of section 3554(a)(3) indicates that the new ground of protest "should" be resolved within the mandatory 100-day timeline established in paragraph (1), to the

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[4] Consistent with this statutory direction, our regulations establish procedures for use of the express option under appropriate circumstances. *See* 4 C.F.R. § 21.10.

[5] "An amendment to a protest that adds a new ground of protest" refers to a "supplemental protest," which is "a new ground of protest" that is timely filed after the "initial protest." *See* 31 U.S.C. § 3554(a)(3).

maximum extent practicable. *Id.* The second clause of section 3554(a)(3), however, allows that our Office "may resolve" the new ground of protest through the express option if the protest ground cannot be resolved within 100 days.[6] *Id.*

We find that the use of the word "may" in section 3554(a)(3) represents an unambiguous expression of congressional intent to grant our Office the discretion to resolve "[a]n amendment to a protest[,]" *i.e.*, a supplemental protest ground, under the terms of the express option. *See id.*; *cf. Huston v. United States*, 956 F.2d 259, 262 (Fed. Cir. 1992) ("When, within the same statute, Congress uses both 'shall' and 'may,' it is differentiating between mandatory and discretionary tasks."). We thus reject the requester's contention that "Congress has instructed GAO to utilize the express protest option in order to resolve [IMSG's] supplemental [protest] ground." *See* Req. for Recon. at 4.

In contrast to the discretionary language used in section 3554(a)(3), the statute uses mandatory language that our Office "shall provide for the inexpensive and expeditious resolution of protests under this subchapter," to the maximum extent practicable. *Id.* at § 3554(a)(1). The language of the statute concerning "protests under this subchapter" does not limit this direction to "initial protests." Nor does the statute give any indication that by organizing this mandate under section 3554(a)(1), and not repeating it under section 3554(a)(3), Congress intended to direct our Office to provide for the inexpensive and expeditious resolution of initial protests only. Instead, we find that the plain words of the statute--read in context and with a view to their place in the overall statutory scheme--reveal the unambiguous congressional intent that we "shall provide" for the inexpensive and expeditious resolution of *all* protests, to the maximum extent practicable. This statutory direction applies to the "initial protest" and any "amendment to a protest that adds a new ground of protest," which are both "protests under this subchapter." *See* 31 U.S.C. § 3554(a)(1), (3); *accord* 31 U.S.C. § 3551(1)(C) (defining a "protest" as "a written objection by an interested party to [] [a]n award or proposed award of such a contract.").

In sum, IMSG fails to cite any basis, whether statutory or otherwise, to support the argument that our Office is required to specifically address every argument advanced by a protester. As a result, we find no basis to question our Office's longstanding practice of considering and resolving all protest grounds, while not necessarily addressing each argument or allegation, with specificity, in our written decision. *See, e.g., SageCare, Inc.--Recon., supra* at 3. We likewise affirm the principle that the absence of a specific discussion of a protest ground or argument is not indicative of an error of fact or law, and does not, by itself, serve as a foundational basis for requests for reconsideration. *See, e.g., Analytical Sols. by Kline, LLC*, *supra* at 4.

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[6] Similarly, our regulations indicate that our Office shall resolve supplemental protest grounds within the original 100-day time limit, to the maximum extent practicable, but if our Office cannot resolve the supplemental protest ground within that time limit, we "may resolve the supplemental or amended protest using the express option procedures[.]" *See* 4 C.F.R. § 21.9.

In addition to alleging that our Office erred by not addressing IMSG's supplemental protest ground, the requester also asserts that its prior challenge to the evaluation of IMSG's staffing mix was "clearly meritorious" and "objectively supported by the record[.]" Req. for Recon. at 4, 8. In this regard, IMSG openly repeats its arguments from the underlying protest, which our Office considered and rejected. The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet our standard for granting reconsideration.[7] 4 C.F.R. § 21.14(c); *Bluehorse Corp.--Recon.*, *supra* at 4.

Next the requester argues that our Office committed legal and factual error, and acted "[i]nconsistent with [p]recedent," by rejecting IMSG's argument that the agency's price evaluation was flawed and inadequately documented. Req. for Recon. at 8-15. In this regard, IMSG asserts that our decision "fail[ed] to address the fact that the evaluation record contains only a single, conclusory sentence" that "all offerors' proposed pricing were 'entirely compatible with' their technical proposals[.]" *Id*. at 1. Here, too, IMSG repeats arguments that it raised previously and urges that we reach a different conclusion. IMSG's repetition of its arguments, and disagreement with our conclusion, however, do not provide us a basis to reconsider our decision. *Bluehorse Corp.--Recon.*, *supra* at 4.

As relevant background, in its protest and supplemental protest, IMSG raised various arguments that the agency unreasonably evaluated STC's price. Specifically, IMSG asserted that STC's prices were "too low to align" with the PWS requirements and the ProTech 2.0 master IDIQ contract terms, as required by the TORFP. Protest at 10. IMSG also alleged that STC's low labor rates were too low to align with its technical approach and would prevent STC from matching incumbent salaries. Comments & Supp. Protest at 3-7. Additionally, IMSG argued that the agency's price evaluation documentation should have provided greater detail explaining how STC's price was "entirely compatible with its technical proposal." Comments & Supp. Protest at 7-8.

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[7] Even were we to consider these arguments, we would find no basis to grant reconsideration. For example, the requester asserts that the agency did not respond directly to an argument that NOAA treated offerors disparately by crediting those offerors' proposed labor mixes but not IMSG's, and thus "conceded" IMSG's claim of disparate treatment. Req. for Recon. at 2, 7. Contrary to the requester's suggestion, however, the record reflects that the agency explained, in response to this protest ground, that the evaluators' assessment of IMSG's proposed labor mix was reasonable and consistent with the evaluation criteria. *See* Supp. Memorandum of Law (MOL) at 6-7; Supp. COS at 6. The agency's response in the supplemental agency report was consistent with the initial agency report arguing that the agency reasonably and evenly evaluated IMSG and STC's proposals under the staffing element. *See* MOL at 6-7, 16, 23-25; COS at 6, 16, 18. We thus see no support for the requester's argument that the agency "conceded" IMSG's claim of disparate treatment under the staffing element or that IMSG's protest ground was "objectively supported by the record." *See* Req. for Recon. at 7-8.

In our decision, we analyzed all of IMSG's protest and supplemental protest grounds and found that the documentation supporting the agency's price evaluation was reasonable and consistent with the terms of the solicitation. *See I. M. Sys. Grp., Inc.*; *I. M. Sys. Grp.*, B-422727.2, B-422727.3, *supra* at 5-7.

In its request for reconsideration, IMSG argues that our Office "erred legally by ignoring its own precedent and changing the standard for what constitutes a reasonable and adequately documented evaluation." Req. for Recon. at 15. IMSG also argues that our decision rests on various "factual errors[,]" and "ignore[d]" various facts and arguments that IMSG raised in its protest and supplemental protest. *See id*. at 9-15. For example, IMSG asserts that our decision did not specifically address its argument that "STC will not be able to match *any* incumbent employee's salary, because STC's proposed labor rates are all 60-70 [percent] lower than IMSG's incumbent rates." Req. for Recon. at 12 (citing Supp. Protest at 10). Finally, IMSG contends that our decision erred by "dismissing an argument that IMSG did not make," citing the statement in our decision that "to the extent the protester is alleging the agency should have conducted a price realism analysis, we dismiss this aspect of the protest." *See id.* at 8 n.4 (citing *I. M. Sys. Grp., Inc.*; *I. M. Sys. Grp.*, B-422727.2, B-422727.3, *supra* at 7-8 n.9). The requester argues that our decision erred by including this statement because IMSG "did not make a price realism challenge." Req. for Recon. at 8 n.4.

Notwithstanding this disclaimer, however, IMSG faults the agency for not providing documentation more consistent with a price realism evaluation than an evaluation conducted under the price evaluation criteria in this TORFP. In this regard, IMSG argues that the solicitation required the agency to evaluate whether offerors' pricing information was "entirely compatible with its technical proposal,"[8] which meant that NOAA should have conducted and documented an evaluation that compared STC's low pricing to its technical proposal. *See* Req. for Recon. at 8-15. Specifically, IMSG argues that the agency should have scrutinized, and better documented, an analysis of STC's proposed incumbent capture approach in light of its low pricing. *Id.* at 12-14.

Such an analysis, however, would have effectively amounted to a price realism analysis, which was not required by this solicitation. As our underlying decision noted, the more extensive documentation urged by IMSG was not required by the solicitation, "particularly given the discretion accorded to agencies conducting a price analysis." *I. M. Sys. Grp., Inc.*; *I. M. Sys. Grp.*, B-422727.2, B-422727.3, *supra* at 7. Instead, the

[8] We note, too, that the requester conflates an instruction to offerors--that their pricing be "entirely compatible" with their technical proposals, *see* TORFP at 75--with an evaluation criterion. Our Office has repeatedly found that information provided in a solicitation's instructions to offerors section is not the same as evaluation criteria detailed in a solicitation's evaluation section. *See, e.g., All Phase Envt'l, Inc.*, B-292919.2 *et al.*, Feb. 4, 2004, 2004 CPD ¶ 62 at 4 (noting that rather than establishing minimum evaluation standards, solicitation instructions generally provide guidance to assist offerors in preparing and organizing proposals).

agency was required to determine whether STC's proposed prices aligned with its technical proposal and with the PWS requirements, and we found that the agency reasonably made this determination. *Id.* While IMSG disagrees with this outcome, we find no reason to question our conclusion that the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.

In sum, IMSG's request for reconsideration fails to allege a cognizable legal error, expresses disagreement with our decision denying its earlier protest, repeats arguments made during our consideration of the protest, and does not present information that was not previously considered. IMSG's request does not satisfy our standard for reconsideration and does not provide a basis for reversing our prior decision.

The request for reconsideration is denied.

Edda Emmanuelli Perez
General Counsel