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# Decision

**Matter of:** QA Engineering, LLC

**File:** B-423716; B-423716.2

**Date:** September 30, 2025

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Jon W. Burd, Esq., and Vaibhavi Patria, Esq., Wiley Rein LLP, for the protester. Maureen E. Rudolph, Esq., Matthew R. Keiser, Esq., Trevor Stevens, Esq., Joseph Turner, Esq., and Randall C. Merchant, Esq., Department of the Army, for the agency. Michael Willems, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the agency's evaluation of proposals is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement law.
  2. Protester cannot establish competitive prejudice concerning other aspects of the agency's evaluation where the protester's proposal was technically unacceptable and therefore ineligible for award, and there was at least one other technically acceptable proposal that would be next in line for award even if our Office were to sustain the protester's other protest grounds.
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## DECISION

QA Engineering, LLC, a small business of Albuquerque, New Mexico, protests the award of a contract to Koman Advantage, LLC, of Chandler, Arizona, under request for proposal (RFP) No. W912PP25R0006 issued by the Department of the Army, United States Army Corps of Engineers, for the construction of a small arms storage facility. The protester alleges that the agency erred in evaluating proposals in numerous respects.

We deny the protest.

## BACKGROUND

The agency issued the RFP on January 22, 2025, seeking construction of a pre-engineered metal building (PEMB) and associated site work for storage of small arms at

Kirtland Air Force Base, New Mexico. Agency Report (AR), Tab 3, RFP at 5, 137. The RFP contemplated that the awardee would fabricate the metal components of the proposed building off-site and then transport those components to the construction site and assemble them, along with other related site-work. See, e.g., *Id.* at 566-567.

The RFP established that award would be made on a lowest-priced technically acceptable (LPTA) basis, with three technical factors: (1) past performance; (2) management approach; and (3) key personnel. *Id.* at 27-28. The solicitation was clear that offerors must receive a rating of acceptable on all three technical factors to receive an overall acceptable rating and to be eligible for award. *Id.*

Relevant here, concerning the management approach factor, the solicitation directed offerors, among other things, to describe their “approach to providing and maintaining an effective Quality Control program for this project to meet contract requirements for onsite construction activities and offsite fabrication.” RFP at 36. The RFP also directed offerors to discuss “the roles and responsibilities of proposed subcontractors for this project.” *Id.* Finally, the RFP cautioned that offerors are responsible for including “sufficient details to permit complete and accurate evaluation of each proposal.” *Id.*

The agency received nine proposals, including proposals from the protester and awardee. Contracting Officer’s Statement (COS) at 2. The agency concluded that the protester’s proposal was technically unacceptable because the protester’s management approach did not address the roles and responsibilities for proposed subcontractors and did not discuss quality control of the PEMB at the fabrication site. *Id.* at 5. However, the agency concluded that four other proposals were technically acceptable, including the awardee’s proposal. *Id.* at 4. The agency made award to Koman, the LPTA offeror. *Id.* The agency notified the protester that it was not the successful offeror on June 10, 2025, and this protest followed.

## DISCUSSION

The protester raises numerous arguments concerning the agency’s evaluation of its own proposal and the awardee’s proposal.<sup>1</sup> As discussed in greater detail below,

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<sup>1</sup> For example, the protester, in various contexts, challenges the agency’s evaluation on the basis that the individual evaluator worksheets deviated from the final consensus evaluation. See Comments and Supp. Protest at 3-5. Specifically, some individual evaluators concluded that a specific offeror was acceptable for a technical factor, while the ultimate consensus concluded that the offeror was unacceptable and *vice versa*. The protester argues that, because the consensus findings differ, in some cases, from all of the individual findings, and the contemporaneous record does not explain how those consensus ratings were reached, the agency’s evaluation is inadequately documented. *Id.* While our decisions have concluded that, in some circumstances, a source selection authority must document its rationale in departing from the findings of a technical evaluation team, that is not the case here. See, e.g., *The Arcanum Grp., Inc.*, (continued...)

because we conclude that the agency did not err in finding the protester to be technically unacceptable on at least one basis, the protester is ineligible for award. Therefore, we do not reach the majority of the protester's arguments because the protester cannot establish that it would be competitively prejudiced by any other alleged errors where other technically acceptable proposals, not the protester's unacceptable proposal, would be next in line for award even if we were to sustain the protest on those other grounds. See, e.g., *Alpine Companies, Inc.*, B-419831 *et al.*, June 8, 2021, 2021 CPD ¶ 227 at 5 (denying challenge to the agency's evaluation of the protester's proposal as unacceptable and dismissing additional protest grounds because the protester was ineligible for award and would not be next in line for award even if its remaining protest grounds were sustained).

In this case, the agency concluded that the protester was technically unacceptable because, among other reasons, the protester did not discuss quality control of the PEMB at the fabrication site. AR, Tab 24, Source Selection Decision Document (SSDD) at 11. The protester argues that it was unfairly penalized for failing to specifically discuss its quality control of the PEMB because the solicitation did not require offerors to specifically discuss this issue. Protest at 9-13. The protester also contends that its proposal adequately described its quality control program as required by the RFP, and that the agency applied an unstated evaluation criterion by insisting on a specific discussion of the PEMB. *Id.* Moreover, the protester argues that no other offeror was similarly penalized despite also failing to address their respective approaches to fabricating a PEMB. Comments and Supp. Protest at 5-9. However, the protester mischaracterizes the agency's concern and the contents of the other proposals.

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(...continued)

B-413682.2, B-413682.3, Mar. 29, 2017, 2017 CPD ¶ 270 at 8. In this case, the technical evaluation report included a contemporaneous consensus finding that was, in all cases, consistent with the agency's final source selection decision.

Moreover, while the protester is correct that, in some cases, the individual evaluators initially reached differing conclusions from the consensus, they contemporaneously reached a consensus judgment among themselves. It is not irrational or inappropriate that the evaluators might initially conclude that an aspect of a proposal was acceptable (or unacceptable) and subsequently, as part of the discussion needed to reach consensus, decide that they were individually or collectively in error and reach a contrary consensus finding. See, e.g., *I.S. Grupe, Inc.*, B-278839, Mar. 20, 1998, 98-1 CPD ¶ 86 at 5-6 (concluding "agency evaluators may discuss their individual evaluations with each other in order to reach a valid consensus score since such discussions generally operate to correct mistakes or misperceptions that may have occurred in the initial evaluation"). We see no basis to conclude, on these facts, that the contemporaneous technical evaluation documentation was inadequate or otherwise represented a violation of procurement law or regulation.

When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. A protester's disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. See *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 7-8.

In this case, the agency did not apply an unstated evaluation criterion. The solicitation contemplated the fabrication of the metal components of a structure offsite, and the subsequent assembly of those pre-fabricated components at the construction site. See, e.g., RFP at 566-567. In that context, the solicitation specifically required offerors to discuss their quality control program with respect to both "onsite construction and offsite fabrication." *Id.* at 36. That is, the solicitation clearly required offerors to address their quality control program for offsite fabrication.

While the protester is correct that the solicitation did not use the term "PEMB" when describing what offerors must discuss in their proposals, the solicitation did describe the work as a whole as "the construction of a new 50' x 100' pre-engineered metal building (PEMB) and associated site work." *Id.* at 137. In light of that solicitation language, the agency reasonably explains that when the SSDD referred to quality control of the PEMB at the fabrication site it was referring to the offsite fabrication component of the solicitation's requirements--that is the term "pre-engineered" in PEMB refers to fabricating the metal components offsite. COS at 2; Supp. Memorandum of Law (MOL) at 2. Accordingly, the agency's conclusion that the protester did not discuss quality control of the PEMB at the fabrication site does not represent the application of an unstated evaluation criterion as the protester suggests but rather is simply a consistent alternative description of the solicitation's unambiguous requirement to discuss quality control for offsite fabrication.

Turning to the substance of the evaluation, the record supports the agency's conclusion that the protester did not meaningfully discuss its approach to quality control for offsite fabrication in its proposal as required by the solicitation. While the protester includes a description of its quality control program, the protester's proposal does not meaningfully discuss offsite fabrication. AR, Tab 11, Protester's Technical Proposal at 39-41. For example, the protester's organizational diagram includes an "On-Site Construction Team," but no reference to any offsite activity. *Id.* at 39. Similarly, the protester's quality control section includes a sub-heading for quality control of construction, but no similar heading for fabrication. *Id.* at 41. In fact, the protester's management proposal does not discuss fabrication in any context, and the sole reference to off-site activity is a single sentence describing the duties of one of the protester's managers, who "will [...] conduct and coordinate inspections (on-site and off-site)." *Id.* at 38. In short, apart from that single stray reference to on-site and off-site inspections, there is no information in the protester's technical proposal about its specific approach to quality control for off-

site fabrication, or indeed any information that meaningfully acknowledges the significant off-site fabrication component of the work. We see no basis to question the agency's determination that the protester was technically unacceptable for this reason.

Because we cannot conclude that the agency erred in finding the protester technically unacceptable, the protester was ineligible for award. Accordingly, we do not reach the protester's other arguments concerning the agency's evaluation of the protester's own proposal because the protester cannot establish that it was competitively prejudiced by those errors. Competitive prejudice is an essential element to every viable protest, and where an agency's improper actions did not affect the protester's chances of receiving award, there is no basis for sustaining the protest. See, e.g., *American Cybernetic Corp.*, B-310551.2, Feb. 1, 2008, 2008 CPD ¶ 40 at 2-3. For example, even if we agreed with the protester that the agency erred by assigning an additional deficiency to the protester's proposal for failing to elaborate on subcontractor roles and responsibilities, the protester's proposal would still nevertheless be unacceptable and not awardable.

However, in addition to the other arguments concerning its own proposal, the protester also raises arguments concerning the evaluation of the awardee's proposal and the proposals of other acceptable offerors. For example, the protester alleges that all other awardees should have been found technically unacceptable for failing to discuss their approach to quality control for the PEMB, and that the agency engaged in inappropriate disparate treatment of proposals. Comments and Supp. Protest at 5-9. If the protester was correct that the agency disparately evaluated all the acceptable offerors, the protester could establish competitive prejudice on those facts because, in that case, all offerors would be ineligible for award and the agency would need to either open discussions or resolicit. See, e.g., *Tribalco, LLC*, B-414120, B-414120.2, Feb. 21, 2017, 2017 CPD ¶ 73 (finding a protester established competitive prejudice with respect to disparate treatment when evaluating technical acceptability in an LPTA procurement, even where the agency reasonably found the protester to be technically unacceptable, because the only other offeror should also have been evaluated as technically unacceptable if the agency had even-handedly evaluated proposals). Accordingly, we address this additional argument on the merits.

In this regard, the protester argues that other offerors also failed to discuss their respective approaches to fabricating a PEMB but were not similarly found to be technically unacceptable. Comments and Supp. Protest at 5-9. For example, the protester notes that the awardee did not discuss its approach to fabricating a PEMB, and that the awardee's quality control program section of its management approach proposal also did not discuss off-site fabrication. *Id.* Similarly, the protester notes that the other technically acceptable offerors also did not discuss fabrication of a PEMB in their proposals. *Id.*

In response, the agency argues that the differences in the evaluation stemmed from differences in the offerors' proposals rather than inappropriate disparate treatment. Supp. MOL at 1-6. In this regard, the agency explains that the awardee and other

acceptable offerors substantively addressed their approach to quality control for offsite fabrication in their proposals, while the protester's did not address that point in its proposal. *Id.* In short, the agency contends that the protester's argument ignores significant differences between the proposals, and the agency did not disparately evaluate substantively identical proposal features. *Id.*

It is a fundamental principle of federal procurement law that a contracting agency must treat all competitors equally and evaluate their submissions evenhandedly against the solicitation's requirements and evaluation criteria. *Rockwell Elec. Commerce Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. However, when a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations or proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.*; *SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its proposal for deficiencies that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Office Design Grp. v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020); *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

Preliminarily, we note, as discussed above, that the agency evaluators reasonably used the term "PEMB" as an alternative description of the solicitation's requirement to discuss off-site fabrication of the metal components of the structure. Therefore, while the protester is correct that some (but not all) of the other acceptable offerors did not use the specific term "PEMB" in discussing their respective approaches to quality control, the solicitation did not require use of that term but instead required offerors to address quality control for off-site fabrication. Crucially, the other acceptable offerors, unlike the protester, specifically discussed their approaches to off-site fabrication, which is what the solicitation required.

For example, the protester is correct that the awardee did not use the term "PEMB" or discuss off-site fabrication in the portion of its proposal discussing quality control, but the awardee's proposal discussed its approach to offsite fabrication elsewhere in sufficient detail that the agency could reasonably conclude that the awardee's proposal met the solicitation's requirements. See AR, Tab 24, SSDD at 7 (concluding that Koman's proposal provided "minimal detail discussing quality control," but that it was sufficient to address the minimum requirements of the RFP). For example, the awardee discussed the subcontractor it would use for offsite fabrication, outlined its roles and responsibilities, and explained how it would oversee the subcontractor and monitor the subcontractor's work. See AR, Tab 12, Koman Technical Proposal at 24 (identifying a subcontractor responsible for off-site fabrication of the "PEMB" and explaining how that work would be conducted and overseen). In short, the awardee's management proposal, when read as a whole, provided information related to the solicitation's minimum requirements concerning quality control for offsite fabrication, while the protester's proposal provided no such information. Accordingly, the protester has not

established that the differences in the evaluation flowed from disparate evaluation of substantively indistinguishable proposal features.

Moreover, even assuming for the sake of argument that we agreed with the protester that the awardee's management approach was insufficiently clear, and that the awardee should have also been found to be technically unacceptable, there were three other technically acceptable proposals that addressed these requirements more clearly and in greater depth. For example, another acceptable offeror's proposal included a section entitled "Approach to Providing and Maintaining An Effective QC [Quality Control] Program For Offsite Fabrication," which discussed its approach to quality control for off-site fabrication over several pages, concluding by noting that its "structured approach ensures the offsite fabrication of the PEMB" will meet agency standards. AR, Tab 14, Offeror C's Technical Proposal at 53-55. That is, that offeror specifically and clearly addressed the solicitation's requirements to discuss quality control for offsite fabrication. For that reason, even if we agreed with the protester that the agency erred in finding the awardee's proposal to be technically acceptable--which we do not--there were other acceptable proposals that did not suffer from the issue the protester alleges, and the protester does not advance any additional allegations that those proposals should otherwise have been evaluated as technically unacceptable.

Therefore, because we conclude that the agency did not err in finding the protester to be technically unacceptable and because there are other unambiguously technically acceptable proposals, the protester would not be in line for award even if the awardee were found to be technically unacceptable. As discussed above, competitive prejudice is an essential element to every viable protest, and where an agency's improper actions did not affect the protester's chances of receiving award, there is no basis for sustaining the protest. See, e.g., *American Cybernetic Corp.*, *supra*. Accordingly, the protester cannot demonstrate competitive prejudice with respect to its claim that the awardee should have been technically unacceptable for this reason, or to any of its various other claims concerning the awardee's proposal.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel