



## Decision

**Matter of:** A6 Scientific Corporation

**File:** B-424138

**Date:** March 11, 2026

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Zhiyuan He for the protester.

Rachel McGuane, Esq., Department of the Treasury, for the agency.

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### DIGEST

Protest that agency engaged in discussions that were misleading and not meaningful is denied where, although the agency's discussions failed to identify or discuss two evaluated defects in the protester's oral presentation, the protester has not shown that these defects could have been addressed in the protester's subsequent written proposal revision, and therefore the protester was not competitively prejudiced.

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### DECISION

A6 Scientific Corporation, of Houston, Texas, a small business, protests the award of a contract to RIO Technical Services, LLC, of Fort Worth, Texas, also a small business, under request for proposals (RFP) No. 2031ZA26R00002, issued by the Department of the Treasury, Bureau of Engraving and Printing (BEP), for commercial visitor center services at the agency's Western Currency Facility (WCF), in Fort Worth, Texas. A6 argues that the BEP conducted discussions that were misleading and not meaningful.

We deny the protest.

### BACKGROUND

The RFP, issued on October 23, 2025, pursuant to Federal Acquisition Regulation (FAR) part 12 and subpart 13.5, sought proposals from small businesses to oversee and operate the BEP WCF tour and visitor center (TVC), which provides free tours to the public. The required work, described in a performance work statement (PWS), included management of the information desk, providing public tours and transportation services, staffing a retail sales store, and operating the

center's exhibits, displays, and film theater, for a base year and two option years under a time-and-materials contract.<sup>1</sup> Agency Report (AR), Tab 2, RFP at 1, 4-7.

Award would be made to the offeror whose proposal provided the best value to the government considering four evaluation factors: (1) technical approach; (2) management and staffing plan; (3) past performance; and (4) price. *Id.* at 46. The technical approach factor included two subfactors, which were of equal importance: customer service and oral presentation. *Id.* The technical approach factor and the management and staffing plan factor were of equal importance and were significantly more important than past performance and price. *Id.*; Contracting Officer's Statement (COS) at 3. Only the oral presentation subfactor is at issue here.

The RFP set forth a two-phased evaluation approach. Under phase one, the agency would receive written proposals addressing the RFP's evaluation factors and the objectives and requirements set forth in the PWS. RFP at 41. The agency would evaluate the written proposals and determine which offerors were considered highly rated based on their initial submissions. *Id.* Under the technical approach factor and its subfactors, and under the management and staffing plan factor, the proposals would be evaluated as high confidence, some confidence, or low confidence. *Id.* at 48. Under the past performance factor, the evaluation would assess the relevance and quality of past performance and assign a level of confidence rating. *Id.* at 49. Price would be evaluated for fairness, reasonableness, and completeness. *Id.*

Offerors whose proposals were among the highly rated would be notified and invited to participate in phase two of the evaluation. *Id.* at 41. Phase two was comprised of an oral presentation where each offeror would be presented with a list of questions whose oral responses would be evaluated. *Id.* Under this subfactor, the agency would assess the offeror's demonstrated understanding of PWS tasks and objectives and the TVC mission; responsiveness to questions; and ability to articulate management and quality control methods. *Id.* at 47.

To be eligible for award, an offeror had to receive a rating of at least "[s]ome [c]onfidence" under all of the technical factors and subfactors, and no less than "[s]atisfactory confidence" under the past performance factor (or "[u]nknown" if there was no relevant past performance). *Id.* at 46.

BEP received five proposals and rejected two as late. The agency evaluated the remaining proposals, from A6, RIO, and a third firm. The BEP eliminated the third firm from the competition and invited A6 and RIO, the incumbent contractor, to participate in phase two, the oral presentations. AR, Tabs 19 & 20, Emails to A6 & RIO (respectively), at 1. During the phase one evaluation, the contracting officer found that

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<sup>1</sup> Under a time-and-materials contract, the agency agrees to pay for labor at hourly rates established in the contract that include wages, overhead, general and administrative costs, and profit, and to reimburse the contractor for its actual cost for materials. FAR 16.601(b).

both firms' prices significantly exceeded the government estimate and that, as a result, price discussions were necessary to ensure fair and reasonable pricing. COS at 7.

RIO's oral presentation took place on November 20 at 1 p.m., and A6's took place an hour later. AR, Tab 26, Email from Evaluator to Contracting Officer at 1-2. Later that afternoon, BEP opened discussions with both A6 and RIO by sending each a letter. AR Tabs 12 & 13, Discussions Letters, at 1. The discussions letter to A6 expressly invoked FAR section 15.306, which sets the procedures for holding exchanges with offerors after receipt of proposals. The letter stated that the firm's proposal was among the most highly rated, and that the agency was advising the firm of "concerns" in its proposal before making the award determination. AR, Tab 12, Discussions Letter to A6 at 1. The single issue identified was that A6's total price was significantly higher than the government estimate, and therefore A6 should review its pricing to ensure it was consistent with its proposed technical approach and then submit a "Best and Final Offer." *Id.* RIO received a similar letter. AR, Tab 13, Discussions Letter to RIO at 1.

After receiving final proposal revisions from both firms, the evaluators prepared a consensus report listing strengths and weaknesses in each offeror's proposal and assigning adjectival ratings. AR, Tab 27, Consensus Evaluation Worksheet. The final evaluation results were as follows:

	A6	RIO
<b>Technical Approach</b>	Some Confidence	High Confidence
<b>Customer Service</b>	Some Confidence	High Confidence
<b>Oral Presentation</b>	Low Confidence	High Confidence
<b>Management and Staffing Plan</b>	Some Confidence	High Confidence
<b>Past Performance</b>	High Confidence	High Confidence
<b>Price</b>	\$4,152,744	\$4,248,440.88

AR, Tab 28, Composite Evaluation Rating Report at 1; AR, Tab 29, Award Decision Summary at 2-3.

For RIO, the agency identified 11 strengths and 3 weaknesses across all technical evaluation factors. AR, Tab 27, Consensus Evaluation Worksheet at 5-6. For A6, the agency identified eight strengths and seven weaknesses across the technical approach factor, customer service subfactor, and management and staffing plan factor; none were identified as significant. *Id.* at 2-3. With respect to the oral presentation subfactor, the agency identified three strengths for A6 regarding its presentation, experience in transportation services, and its basic understanding of quality control methods.<sup>2</sup> *Id.* at 2. The evaluation also identified weaknesses in A6's oral presentation because it did not demonstrate an understanding of PWS tasks or an understanding of the TVC

<sup>2</sup> Although our Office reviewed the full record produced by BEP, our discussion of the record is necessarily general because A6 proceeded *pro se*, that is, without counsel, and was not therefore provided access to the entire record

mission or PWS objectives; could not provide correct information to most of the questions; and did not demonstrate that the firm, as a whole, had the experience to manage a tour and visitor operation. *Id.* The evaluators assigned a rating of “low confidence” to A6 under the oral presentation subfactor. *Id.* A low confidence rating was to be given if significant weaknesses or risks were identified. RFP at 48. The contracting officer concluded that both offeror’s prices were fair and reasonable. AR, Tab 29, Award Determination Summary at 4.

The contracting officer selected RIO’s proposal for award on the basis that the firm’s “technical proposal was rated the highest of the proposals received, past performance is very relevant and ‘[s]atisfactory’, and its proposed price is determined fair and reasonable.” *Id.* at 5. In response to A6’s protest, the contracting officer elaborates that the protestor’s ineligibility for award due to the rating of low confidence meant that no tradeoff was “necessary or appropriate.” COS at 10.

After receiving notice of the award, A6 requested a debriefing. BEP provided a written debriefing that identified seven strengths. AR, Tab 30, Debriefing to A6 at 1. The debriefing also listed eight weaknesses, six of which arose from the written proposal while two weaknesses pertained to the firm’s responses to questions posed during the oral presentation. The first of the two oral presentation weaknesses was that when A6 was asked about its similar experience, the firm’s presenters identified experience in “retail operations” that involved operating a water park resort hotel and a tour company, “but did not highlight visitor operations.” *Id.* at 2. The second weakness was that in response to a question about the firm’s approach to exhibit maintenance, A6’s presenters provided an answer that was “focused on theater operations and projectors instead of exhibit upkeep.” *Id.* at 2. After reviewing its debriefing, A6 filed this protest.

## DISCUSSION

A6 argues that, when BEP conducted discussions with the firm concerning its price, the discussions were misleading and inadequate because they did not inform A6 of several of the weaknesses the evaluators had identified, which were essentially significant weaknesses or deficiencies in its proposal. Had the agency done so, the firm argues that it would have addressed them in its written final proposal revision. Protest at 4-5; Comments at 6. A6 expressly does not challenge the agency’s technical judgment or oral presentation scoring. Comments at 6.

While, as noted above, the RFP identified the procurement as being conducted under FAR part 12 and subpart 13.5, RFP at 45, it employed procedures for negotiated procurement under FAR part 15. *Id.* at 42 (specifying agency discretion to conduct clarifications under “FAR 15.306(a)” or discussions), 45 (specifying award based on best value determination under “FAR 52.215-1(f)”), 50 (providing for price analysis under “FAR 15.404-1(b)"); *accord.* AR, Tab 12, Discussions Letter to A6 at 1 (expressly stating that discussions were being conducted “[c]onsistent with FAR 15.306(d)”). Additionally, under simplified acquisition procedures of FAR subpart 13.5, where the agency elects to conduct discussions, the discussions must, like all other aspects of

such a procurement, be fair and equitable. *Northstate Heavy Equip. Rental*, B-416821, Dec. 19, 2018, at 5.

As provided in FAR part 15, after establishing a competitive range, an agency may conduct exchanges with offerors, which are called discussions. FAR 15.306(d). Discussions are undertaken with the intent to allow an offeror to revise its proposal and, at a minimum, must indicate or discuss deficiencies, significant weaknesses, and (in certain circumstances not relevant here) adverse past performance information. FAR 15.306(d)(3). In other words, discussions, when conducted, must be meaningful, so they must be sufficiently detailed and identify the deficiencies and significant weaknesses found in an offeror's proposal that could reasonably be addressed to materially enhance the offeror's potential for receiving award. *Id.*; *Delphinus Eng'g, Inc.*, B-423203.4, Dec. 19, 2025, at 12. On the other hand, an agency is not required to advise an offeror of a weakness that is not considered a significant weakness, even where that weakness subsequently becomes determinative in the source selection. *American Ordnance, LLC*, B-292847 *et al.*, Dec. 5, 2003, at 4-5.

Here, the evaluation of A6's proposal as low confidence under the oral presentation subfactor made it ineligible for award under the terms of the RFP. That low confidence rating was based on the assessment of two findings in A6's oral presentation: one for lacking experience in visitor operations<sup>3</sup> and one for focusing on theater operations and projectors rather than exhibit maintenance.<sup>4</sup> AR, Tab 30, Debriefing to A6 at 2-3. The record shows that, in its discussions letter, the agency did not identify these findings and, instead, advised A6 only that its price exceeded the agency's estimate. AR, Tab 12, Discussions Letter to A6 at 1. BEP argues that the protest should be dismissed because, even if the agency erred in failing to advise A6 of these two findings, which the agency does not dispute amounted to significant weaknesses or deficiencies with A6's oral presentation,<sup>5</sup> those issues could not be remedied in A6's revised written proposal

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<sup>3</sup> Although experience was not expressly identified as one of the criteria for the oral presentation subfactor evaluation, as noted above, A6 affirmed that its protest did not challenge the evaluation of its proposal. Comments at 6.

<sup>4</sup> The evaluation report identifies three weaknesses for A6 under the oral presentation subfactor. None are labeled as a deficiency or significant weakness, but a rating of low confidence indicates that the BEP considered one or more to be significant weaknesses or risks. One related to A6's lack of necessary experience. The other two refer to a broad lack of understanding of the PWS and a general statement that A6 was unable to "provide correct information to most submitted questions." AR, Tab 27, Evaluation Worksheet Consensus at 2. We infer that one or both of those were the basis for the deficiencies the agency identified in its response to the protest as noted below.

<sup>5</sup> In responding to the protest, the agency expressly characterizes the oral presentation concerns as "deficiencies." *E.g.*, COS at 11 (stating that the protester's "demonstrated deficiencies . . . reasonably supported the Low Confidence rating assigned to the oral presentation"); MOL at 6 (arguing that "[A6]'s elimination from the competition was

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and the agency affirms that “under no circumstances was it contemplated that offerors would be invited back to engage in further revised oral presentations.” Memorandum of Law (MOL) at 6.

As noted above, when discussions are held, the agency must inform each offeror of all deficiencies and significant weaknesses in its proposal. FAR 15.306(d)(3). Even if a significant weakness or deficiency is not identified until after discussions have concluded, the agency is nevertheless required to reopen discussions to inform the offeror; otherwise, discussions are not meaningful. *InfoPro, Inc.*, B-408642.2, B-408642.3, Dec. 23, 2014, at 9. BEP also appears to acknowledge that the evaluators immediately considered A6’s oral presentation to have significant deficiencies. MOL at 6 (contending that “significant deficiencies . . . were apparent during the presentation”).

However, A6 argues only that it could have addressed the agency’s concerns in its subsequent written proposal revisions. Comments at 6. The situation here is thus distinguishable from one in which an agency conducts a period of questions and answers during the oral presentation that, of their nature, amount to discussions and thus provides the offeror an opportunity to respond to concerns about issues earlier in its oral presentation. See *Connected Global Sols. LLC*, B-418266.4, B-418266.7, Oct. 21, 2020, at 17-18 (sustaining protest where agency unfairly conducted discussions during oral presentation by failing to identify concerns during a later question and answer portion of the presentation). Because A6 does not argue that it could have addressed the agency’s concerns in a similar question and answer period, which was not contemplated by the solicitation, we must consider whether the agency’s failure to identify the issues that arose during the oral presentation in the subsequent discussions sent to A6 was prejudicial.<sup>6</sup>

Competitive prejudice is an essential element of a viable protest; thus, where no prejudice is shown or otherwise evident, our Office will not sustain a protest, even if a deficiency in the procurement is evident. *General Dynamics C4 Sys., Inc.*, B-406965, B-406965.2, Oct. 9, 2012, at 9. Where an agency fails to hold meaningful discussions, we will not speculate about the outcome of meaningful discussions but will, instead, resolve any doubts concerning the prejudicial effect of the agency’s actions in favor of the protester. Therefore, a reasonable possibility of prejudice is a sufficient basis for sustaining a protest where an agency is shown to have failed to provide meaningful discussions. *Ashland Sales & Serv., Inc.*, B-255159, Feb. 14, 1994, at 3. Even though we will not speculate about the outcome of meaningful discussions, there is no basis for

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based solely on its [l]ow confidence rating for the oral presentation, which resulted from Protester’s demonstrated deficiencies during that evaluation phase”).

<sup>6</sup> Again, BEP was not required to discuss the weaknesses in A6’s written proposal because none were considered significant. See *American Ordnance, LLC*, supra at 4-5 (denying challenge to discussions where agency did not address weaknesses that were not considered to be significant weaknesses or deficiencies).

finding prejudice and sustaining a protest where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Platinum Bus. Corp.*, B-415584, Jan. 18, 2018, at 4.

In this context, A6 has not demonstrated prejudice because it has not shown that, had BEP advised the firm of the concerns over the oral presentation, A6 could have revised its proposal to improve the low confidence rating under the oral presentation subfactor. Necessarily, any revision A6 made would affect the evaluation of its written proposal, not its evaluation under the oral presentation subfactor. Again, under the oral presentation subfactor, the agency was to evaluate, among other things, the offeror's responsiveness to questions and its ability to articulate management and quality control methods. RFP at 47. In other words, even if BEP had provided meaningful discussions to A6 by advising the firm of the evaluated deficiencies regarding its oral presentation, the outcome of the procurement is not in doubt: the record shows that the issues that resulted in the low confidence rating for the oral presentation subfactor could not have been resolved by A6 in its final (written) proposal revision.<sup>7</sup> Accordingly, A6 has not demonstrated prejudice, so we must deny the protest.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>7</sup> Further, RIO was selected for award because its technical proposal was rated the highest of the proposals received, its past performance was very relevant and satisfactory, and its proposed price was fair and reasonable. AR, Tab 29, Award Determination Summary at 5. Even if A6 had improved its rating of low confidence under the oral presentation subfactor, all of the contracting officer's reasons for selecting RIO for award would remain unchanged.