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Decision

Matter of: GSH of Alabama, LLC

File: B-424012

Date: February 18, 2026

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DIGEST

1. Protest that agency applied unstated evaluation criterion is denied, where the agency's evaluation was reasonable and consistent with the solicitation.
 2. Protest that agency improperly failed to amend the solicitation because it knew or should have known that its requirements had changed prior to award is denied where changes were not material.
 3. Protest challenging agency's price analysis and best-value tradeoff is denied where the record shows that the price evaluation and best-value tradeoff were reasonable and consistent with the solicitation.
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DECISION

GSH of Alabama, LLC, a women-owned small business of Huntsville, Alabama, protests the issuance of a delivery order to Gibbco, LLC, a small business of Winter Park, Florida, under delivery order proposal request (DOPR) No. 70FB8025R000000010, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the production and delivery of various types and amounts of manufactured housing units (MHU). The protester argues that the agency applied an unstated evaluation criterion, the agency failed to notify offerors of material changes to its requirements and request revised proposals, and the price analysis and best-value tradeoff determination were flawed.

We deny the protest.

BACKGROUND

On March 3, 2025, FEMA issued the DOPR to firms holding contracts under its MHU indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Agency Report (AR), Tab 3, DOPR at 5.¹ The solicitation contemplated purchase of a base quantity of one-bedroom, two-bedroom, and three-bedroom NextGen MHUs, and two-bedroom and three-bedroom California Wildlands-Urban Interface MHUs; and an option for various quantities of one-bedroom, two-bedroom, and three-bedroom NextGen MHUs. *Id.* at 3.

The DOPR expected the issuance of one or more fixed-price delivery order(s) with selection on a best-value tradeoff basis considering technical approach, past performance, and price. *Id.* at 5. The DOPR further stated:

all non-cost evaluation criteria, when combined are significantly more important than cost or price. The Government will conduct a detailed evaluation of the contractors' approach and capability to meet the Government's objectives against the following evaluation factors in order of importance[]: Factor 1 (Technical Approach), Factor 2 (Past Performance), Factor 3 (Price). As the technical merit of competing proposals became more equal, the price factor increases in importance in the award decision.

Id.

Relevant here, the DOPR advised that the agency would evaluate technical approach by considering an offeror's ability to demonstrate production of MHUs within three weeks of award, to complete production within 45 to 70 days from award, and to initiate delivery of MHUs within 50 days of production start for both base and optional units. *Id.* Furthermore, the agency would evaluate the degree to which the offeror "demonstrates the ability to meet the requirements outlined in the [statement of work] and th[e] DOPR's instructions." *Id.*

The agency received proposals from six offerors, including GSH and Gibbco. Contracting Officer Statement (COS) at 6. Following the initial evaluation of proposals, the agency established a competitive range to conduct discussions with four offerors, including GSH and Gibbco. *Id.* at 6. Relevant here, the agency evaluated the final proposals from GSH and Gibbco under technical approach and overall price as follows:

¹ Unless otherwise noted, citations in the decision refer to the Adobe PDF page numbers of referenced documents.

	GSH of Alabama	Gibbco
Technical Approach	High Confidence	High Confidence
Past Performance	Substantial Confidence	Substantial Confidence
Price	\$67,886,524.75	\$68,971,150.00

AR, Tab 12, Award Decision Memorandum (ADM) addendum at 2-3; AR, Tab 11, ADM at 7, 9.

The agency noted that both Gibbco and GSH met proposal requirements and were evaluated as high confidence due to their sound technical approaches with “little or no Government intervention[.]” *Id.* at 4. The agency selected Gibbco for award to manufacture the base quantity of 115 NextGen MHUs and option quantity of 500 NextGen MHUs because the agency determined that Gibbco proposed the lowest base price and fastest delivery of manufactured units for the one- and three-bedroom configurations.² AR, Tab 11, ADM at 15-16. In particular, the agency stated Gibbco’s faster delivery schedule is a “greater benefit” because it “enables the fastest delivery of the requested units” to support FEMA’s housing mission. AR, Tab 12, ADM addendum at 5. Furthermore, the agency justified the \$1.085 million price premium associated with Gibbco’s overall price due to its advantageous delivery schedule for the base quantity of NextGen units. *Id.* at 4.

FEMA notified GSH that its proposal was unsuccessful and provided the protester a debriefing on September 17. COS at 6. At the conclusion of its debriefing, GSH filed an agency-level protest on September 22, challenging the agency’s award decision. Protest at 6; AR, Tab 14, Agency-Level Protest. On October 23, FEMA denied the agency-level protest. AR, Tab 16, Agency-Level Protest Decision at 1. On November 3, GSH filed an appeal of the agency-level protest decision to FEMA’s ombudsman, which the agency dismissed as untimely on November 10. AR, Tab 18, GSH Appeal; AR, Tab 19, Ombudsman Appeal decision. On November 13, GSH filed this protest.³

DISCUSSION

² In its award decision, the agency stated that it intended to award the base quantity of California Wildlands-Urban Interface MHUs to the protester because of its “lowest base quantity price” for these MHUs and fastest delivery of the two- and three-bedroom units. AR, Tab 11, ADM at 15. Subsequently, the agency stated it did not receive approval to fund award of the delivery order for these units and cancelled the award. AR, Tab 12, ADM addendum at 5. That award and cancellation are not at issue in this protest.

³ Due to a lapse in appropriation, GAO was closed from October 1 to November 12. As such, the protest was considered timely if filed with our Office the day GAO resumed operations, which was November 13. 4 C.F.R. § 21.0(d), (g).

GSH challenges several aspects of the agency's evaluation under the technical approach and pricing factors, and the best-value tradeoff.⁴ GSH primarily argues that the agency applied an unstated evaluation criterion, the agency should have amended the solicitation and requested revised proposals due to a material change in delivery terms, and that the price analysis and best-value tradeoff determination are flawed.⁵ Protest at 8-13; Comments at 4-11.

In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, at 7.

Unstated Evaluation Criterion

The protester argues that the agency applied an unstated evaluation criterion by considering the speed of production and delivery of MHUs in evaluating the technical factor and choosing to issue the delivery order to Gibbco. Protest at 2; Comments at 7. Specifically, the protester asserts that "[t]here is no clear nexus, however, between the evaluation factors identified in the [s]olicitation and relative delivery speeds such that offerors like GSH knew--or reasonably should have known--that the [a]gency would consider relative speed of delivery as part of its [t]echnical [a]pproach evaluation." Comments at 7.

The agency contends that the solicitation contemplated the speed of delivery schedules under the technical factor and best-value tradeoff analysis. See Memorandum of Law (MOL) at 8-10. In this regard, because the solicitation provided benchmark production and delivery timeframes, the agency asserts it was reasonable to consider speed of delivery as a qualitative assessment. *Id.* at 9-10. In the alternative, the agency argues that if "relative speed" was not expressly stated in the evaluation, it was logically encompassed under the delivery schedule criterion. *Id.* at 10.

⁴ The anticipated value of the task order here exceeds \$10 million. Accordingly, this protest is within our Office's task order jurisdiction to resolve protests involving task orders issued under IDIQ contracts established pursuant to the authority in title 41 of the United States Code. 41 U.S.C. § 4106(f)(1)(B).

⁵ GSH also raises other collateral arguments. Although not addressed in this decision, we have considered the protester's various arguments and conclude that none provide a basis to sustain the protest.

Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs offerors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, at 5. As a general matter, when evaluating proposals in a task order competition, an agency properly may consider specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *M.A. Mortenson Co.*, B-413714, Dec. 9, 2016, at 5. While a solicitation must inform offerors of the basis for proposal evaluation by identifying the evaluation factors and their relative importance, a solicitation need not specifically identify each and every element an agency considers during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated evaluation factors. FAR 16.505(b)(1)(iv)(C); *Horizon Indus., Ltd.*, B-416222, B-416222.2, July 11, 2018, at 6.

As discussed above, under the technical approach factor, the solicitation required the agency to consider the offeror's ability to demonstrate that production of MHUs would begin within three weeks of award, that production would be completed within 45 to 70 days from award, and that delivery of MHUs would begin within 50 days of production start for both base and optional units. The solicitation also stated that the agency would evaluate the offeror's ability to "meet the requirements outlined in the [statement of work] and th[e] DOPR's instructions." DOPR at 6. Furthermore, the solicitation established three confidence ratings for the technical approach factor--high, some, and low confidence. DOPR at 6. As noted, the agency assigned GSH and Gibbco ratings of high confidence because both offerors met proposal requirements and demonstrated sound technical approaches with "little or no Government intervention."⁶ AR, Tab 11, ADM at 5. In light of the equal adjectival ratings for Gibbco and GSH's technical approaches, the record demonstrates that the agency identified a discriminator between both proposed technical approaches, specifically to support award to Gibbco based on its faster delivery schedules for certain MHU configurations. *See id.*

On this record, we have no basis to conclude that the agency applied an unstated evaluation criterion by considering Gibbco's shorter delivery time under the technical approach factor and best-value tradeoff. As noted above, the solicitation stated the agency would evaluate the offeror's ability to meet the stated timeframes for production and delivery of MHUs, which would encompass its ability to produce or deliver the MHUs earlier than the stated timeframes. Indeed, the solicitation did not establish that the technical factor would be evaluated on a pass/fail basis, but rather it was to be assessed a range of adjectival ratings. This further supports a conclusion that the agency could consider the speed of an offeror's production and delivery when assessing an adjectival rating as opposed to just determining whether the offeror merely

⁶ The solicitation defined a rating of high confidence as "[t]he Government has high confidence that the MHU Contractor understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention." *Id.*

met these timeframes.⁷ Given the solicitation’s framework, the agency reasonably considered a faster production and delivery schedule to be a meaningful discriminator between offerors. As a result, we find no basis to question the agency’s evaluation findings where it was reasonable and consistent with the solicitation. *Sapient Gov’t Servs., Inc., supra*. Accordingly, the protest ground is denied.

Delivery Terms

As noted above, the solicitation required offerors to demonstrate that production would begin within three weeks of the delivery order award. DOPR at 6. The delivery order issued to Gibbco in September 2025 stated that the effective date of the delivery order award was January 15, 2026. AR, Tab 13, Delivery Order Award at 1. The protester alleges that this shows the agency changed material terms of the solicitation by revising the “three-week” ramp-up period requirement for production of MHUs to four months after the award date. Comments at 10. The protester contends that this was a material change to the agency’s requirements and the agency should have amended the solicitation to provide offerors the opportunity to submit revised proposals because the extension of the ramp-up period “could have impacted overall delivery schedules or price.” See *id.* (citing FAR 15.206(a)). The protester therefore alleges that the evaluation of proposals and award is “inherently arbitrary and unreasonable.” *Id.*

The agency contends it evaluated proposals based on solicitation criteria and that FEMA’s requirements remain unchanged. MOL at 17. Specifically, the agency asserts it evaluated the offerors’ ability to meet the standard for production three weeks from award, which was consistently applied to all proposals. See *id.* at 17-18. Moreover, the agency explains that the 3-week requirement was not relaxed, instead the agency only shifted the period of performance, which was necessary due to mission requirements and scheduling needs; specifically, additional time was needed to account for approval of HUD design specifications.⁸ *Id.* at 18 (citing COS at 11).

Where an agency’s requirements change in a material way after a solicitation has been issued, the agency must generally issue an amendment and afford all offerors an

⁷ Moreover, the protester also demonstrated its understanding that speed of production and delivery may be evaluated where it proposed to exceed the solicitation timeframe requirements by delivering MHUs within nine days after production started. AR, Tab 5, Protester Technical Approach at 2. Thus, the protester’s allegation that the agency unreasonably considered delivery speed in its evaluation is contradicted by its proposed technical approach.

⁸ In this regard, the agency explains that the award document does not reference a ramp-up period, and more importantly the award incorporated the solicitation’s statement of work, applicable contract specifications and attachments which confirm that the agency did not “discard[] or rewrite[]” ramp-up period requirements. *Id.*

opportunity to compete for its changed requirements.⁹ See, e.g., FAR 15.206. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services being provided. *Kratos Def & Rocket Support Servs., Inc.*, B-413143, B-413143.2, Aug. 23, 2016, at 5.

On this record, the protester fails to demonstrate that the agency had a material change to its requirements. As noted, the agency indicates the 3-week ramp up production standard is unchanged, and that only the period of performance shifted based on agency need. In other words, the awardee is still expected to begin production of MHUs within three weeks of the January 16 effective date of the delivery order. The solicitation also informed offerors that production start dates were to be coordinated with the agency representative before work commenced, which suggests there could be a change in the production start date from the date of award of the order. DOPR at 4. We therefore do not find that the agency's decision to make the contract award effective four months from the date the contracting officer signed the award document represents a material change to the agency's requirements that would require the agency to amend the solicitation. As a result, we have no basis to sustain this protest ground.¹⁰

⁹ Section 15.206 of the FAR requires that, “[w]hen, either before or after receipt of proposals, the Government changes its requirements or terms and conditions, the contracting officer shall amend the solicitation.” FAR 15.206(a). The regulations governing task and delivery order competitions under FAR part 16 do not specify whether the requirements of FAR section 15.206 apply. See FAR 16.505. Nevertheless, for task order competitions exceeding \$6 million (recently amended to \$7.5 million, effective as of October 1, 2025, see Inflation Adjustment of Acquisition-Related Thresholds, 90 Fed. Reg. 41,872, 41,878 (Aug. 27, 2025))--such as the one here--the FAR requires the agency to provide all IDIQ contract holders the fair opportunity to be considered for each order, which includes a “clear statement of the agency’s requirements.” FAR 16.505(b)(1)(iv)(A). When an agency’s requirements materially change prior to award, if the agency does not amend the solicitation to incorporate those changes, the agency has not provided vendors with a clear statement of the agency’s requirements as contemplated by FAR section 16.505(b)(1)(iv)(A).

¹⁰ GSH also claims that the “[a]gency cannot be certain that Gibbco’s proposal would have been considered more advantageous than GSH’s in its best-value tradeoff analysis as ‘the ramp-up period may impact overall pricing.’” See Comments at 10. It is unclear what the protester means in its assertion that GSH’s proposal is more “advantageous” because as noted, the agency selected Gibbco as the highest-priced offeror at a price premium due to its advantageous delivery schedule. AR, Tab 12, ADM addendum at 4. To the extent the protester alleges that the agency’s evaluation of proposals was improper because the ramp-up period has changed, the protester has failed to establish competitive prejudice, which is an essential element of a viable protest. As noted above, despite the delayed effective date for the delivery order award, the agency still evaluated all proposals against a 3-week ramp up period, as required by the solicitation. Accordingly, with respect to any challenge to the agency’s

(continued...)

Price Analysis

The protester alleges the agency's price analysis is flawed because the agency failed to evaluate the prices proposed for both the base and option quantities and instead only considered the price for the base quantities. Comments at 5-6. Specifically, the protester asserts that the agency's price analysis is "partially based on the [a]gency's conclusion that Gibbco offers the lowest base quantity price for the three-bedroom NextGen configurations and contains no analysis of base [and] option prices as required by the [s]olicitation." Protest at 9-10. The protester maintains that the agency also improperly considered only the base quantities price and delivery schedule in making its best-value tradeoff decision. Comments at 6-7.

The agency states that it evaluated price proposals in accordance with the solicitation and that the record reflects that the total evaluated prices, which considered base plus option quantities, were calculated and documented for each offeror. MOL at 15.

The manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *Enterprise Servs., LLC et al.*, B-415368.2 *et al.*, Jan. 4, 2018, at 22. More specifically, it is up to the agency to decide the appropriate method for evaluation of price, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of performance under the competing proposals. *Id.*

Contrary to protester's assertions, the record reflects that the agency considered base and option quantities consistent with the evaluation criteria. Here, the solicitation required the agency to evaluate proposals by "adding the total unit price for all option quantities to the total unit price for the base quantities."¹¹ DOPR at 7. The record demonstrates that the agency evaluated pricing for the various configurations of MHUs inclusive of base and optional quantities. For example, the agency provided a summary of the proposed prices for both the base and option quantities for NextGen MHU configurations in both narrative form and in tables, thus reflecting the agency's consideration of the offerors' overall pricing for the various MHU types. AR, Tab 11, ADM at 12,14.

While the agency stated that it ultimately selected Gibbco for award because Gibbco "proposed the lowest base quantity price and fastest delivery of manufactured units for the one- and three-bedroom configurations" the agency's decision considered Gibbco's

evaluation, the protester has offered no basis on which we could conclude that it was competitively prejudiced by the agency's action here, and we therefore have no basis to sustain this allegation. See *The Mission Essential Grp., LLC*, B-421504.4; B-421504.5, Nov. 29, 2023, at 9-10.

¹¹ Furthermore, the total evaluated price was to be evaluated for price reasonableness through comparison with other proposed prices. *Id.*

overall price, including the option quantities. In this regard, the award decision stated: “Even though Gibbco’s overall price for NextGen units is higher than GSH’s, the [contracting officer] determined that the price premium of approximately \$1.085 [million] provided a better value to the Government because of the faster delivery schedule for the one- and three-bedroom configurations under the base period.” *Id.* at 15.

The agency further stated that “[a] price premium of \$1.085 [million] for Gibbco’s advantageous delivery schedule for the base quantity of NextGen units will provide better value to the Government considering that the non-price factors are more important than price.” *Id.* The \$1.085 million price difference refers to the delta between Gibbco’s total overall price of \$68,971,150 and GSH’s total overall price of \$67,959,909.75, inclusive of the base and option quantities. Accordingly, the record reflects that although the agency considered Gibbco’s delivery for the base quantity of MHUs to be more advantageous, it recognized the price premium associated with Gibbco’s proposal for both the base and option quantities and still determined Gibbco offered the best value. Thus, contrary to GSH’s argument, the record shows the agency’s price evaluation and best-value tradeoff determination considered both offerors’ total price. Accordingly, we deny this protest ground.

Best-Value Determination

Finally, GSH generally contends that the agency’s best-value tradeoff was unreasonable because it was based on the alleged underlying evaluation errors discussed above. Protest at 9; Comments at 8-10. We have no basis to question the reasonableness of the agency’s best-value tradeoff decision. GSH challenges to the selection decision are based entirely on the protester’s other challenges to the agency’s evaluation, all of which we have denied as set forth above. *See Advanced Alliant Solutions Team, LLC*, B-417334, Apr. 10, 2019, at 6. Therefore, this protest ground is also denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel