



# Decision

**Matter of:** AIMS-USGP JV LLC

**File:** B-424353

**Date:** May 5, 2026

**DOCUMENT FOR PUBLIC RELEASE**

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

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Major Jonathan S. DeMille, John C. Degnan, Esq., Lieutenant Colonel Susan Kim, and Robert B. Neill, Esq., Department of the Army, for the agency.  
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## DIGEST

Protest challenging disqualification of protester’s proposal under compensation plan evaluation factor is dismissed as an untimely challenge to the terms of the solicitation.

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## DECISION

AIMS-USGP JV LLC (AIMS), a small business joint venture of Aldie, Virginia, protests the issuance of a task order to AcmeSolv, LLC, a small business of Bethesda, Maryland under task order request for proposals (RFP) No. 10417, issued by the Department of the Army, Army Medical Command for the provision of pharmacist services at the Brook Army Medical Center. The protester challenges the disqualification of its proposal under the solicitation’s compensation plan evaluation factor.

We dismiss the protest.

## BACKGROUND

On January 29, 2026, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation to small business holders of the Defense Health Agency’s MQS2-NG indefinite-delivery, indefinite-quantity (IDIQ) contracts, seeking proposals for the provision of clinical pharmacist, outpatient pharmacist, and inpatient pharmacist services at the Brook Army Medical Center on Joint Base San Antonio, Texas and related outlying locations. Req. for Dismissal exh. 1, RFP Cover Letter at 1; Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 1; Req. for Dismissal exh. 6, RFP Timeline at 1; Req. for Dismissal exh. 9, RFP attach. 1, Performance Work Statement (PWS) at 1-3. The solicitation contemplated issuance of a task order with a 6-month base period and four

1-year option periods. Req. for Dismissal exh. 1, RFP Cover Letter at 1; Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 1.

The solicitation provided for award to be made on a best-value tradeoff basis considering each offeror's compensation plan, past performance, and price. Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 6. The agency would evaluate an offeror's "[c]ompensation plan for each labor category, to include direct pay rate and fringe benefits," to determine if it was "sufficient enough to attract and retain qualified health care providers." *Id.* at 6. Offerors' compensation plans would be evaluated as either acceptable or unacceptable, and any offeror whose compensation plan received a rating of unacceptable would "not be eligible for award." *Id.* at 6-7. For the past performance factor, the agency would evaluate the recency, relevancy, and quality of each offeror's past performance to assign a performance confidence rating. *Id.* at 8-9. The agency would evaluate offerors' prices for "reasonableness, balance, and completeness." *Id.* at 10. The solicitation established that past performance and price were to be traded off against one another, with past performance being significantly more important than price. *Id.* at 6.

Relevant here, with respect to the compensation plan factor, the solicitation set forth the following detailed evaluation methodology.

The Government will evaluate the unburdened labor compensation plan rate and the rate of the fringe benefits separately.

Costs for employee Compensation for private industry workers by occupational and industry group.

The Government will utilize the following sources to establish the market research rates (as the average of all three sources) for THE UNBURDENED LABOR RATES for the evaluation purpose as below. This list is not all encompassing and the government reserves the right to utilize any other market research information to obtain their market research rates.

For the following specialties, the Government intends to use the following percentiles and sources for establishing the "market" wage rate at the delivery location:

- For Clinical Pharmacist: the average of or about the 90th percentile for the greater San Antonio area for Clinical Pharmacist, from [www.salary.com](http://www.salary.com) and about 96th percentile from [www.ziprecruiter.com](http://www.ziprecruiter.com)
- For Staff Pharmacist/Outpatient: the average of or about the 90th percentile for the greater San Antonio area for Pharmacist (alternate job titles: Hospital Pharmacist / Registered Pharmacist / RPh / Staff

Pharmacist), from www.salary.com and about 96th percentile from www.ziprecruiter.com

- For Staff Pharmacist/Inpatient: the average of or about the 90th percentile for the greater San Antonio area for Pharmacist (alternate job titles: Hospital Pharmacist / Registered Pharmacist / RPh / Staff Pharmacist), from www.salary.com and about 96th percentile for Pharmacist from www.ziprecruiter.com

The Government intends to develop its “market” fringe rate based on or about the Bureau of Labor Statistics Economic News Release, for Hospital Industry, from Table 4. Employer Costs for employee Compensation for private industry workers by occupational and industry group.

The Government will utilize a cut line of 10 [percent] below the Government’s calculated “market” rates (wage and fringe); proposed rates below this line will be rated as Unacceptable.

The Government intends to develop its escalation rate based on or about the latest Consumer Price Index (CPI) from the Bureau of Labor Statistics (BLS) for hospital services, “Table 2. Civilian workers by occupational and industry group.”

The Government will utilize a cut line of 10 [percent] below the Government’s calculated “market” rates (wage and fringe); proposed rates below this line will be rated as Unacceptable. [in original twice]

In order to be rated Acceptable for Factor 1--Compensation Plan, the proposal shall receive the Acceptable ratings for all the labor categories’ compensation plans labor rate. Proposals that receive a not acceptable rating are ineligible for award and will not be further evaluated.

Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 7.

The agency received several proposals in response to the solicitation, including the proposal submitted by AIMS. Req. for Dismissal at 4. In comparing the compensation plan rates proposed by AIMS to the agency’s market research rates, the evaluators determined that some of AIMS’s proposed rates were below the 10 percent cut line identified in the solicitation, and due to these below market rates, AIMS’s “Compensation Plan was rated as **Unacceptable**.” Resp. to Req. for Dismissal exh., Debriefing at 8. In accordance with the solicitation, because AIMS’s proposal was rated as unacceptable under the compensation plan factor, it was not evaluated under the past performance and price factors. *Id.* at 7, 9. On March 6, the agency notified AIMS of the Army’s decision to issue the solicited task order to AcmeSolv for a total price of

\$38,082,184.88.<sup>1</sup> *Id.* at 1. After receiving a debriefing, AIMS filed this protest with our Office.

## DISCUSSION

The protester argues “AIMS’s proposal was unreasonably disqualified” based on an evaluation that “relied on flawed and internally inconsistent salary data to establish a rigid disqualification threshold.” Protest at 1-2. The protester contends “the purpose of the Compensation Plan (Factor 1) evaluation was to ensure the ability to recruit and retain qualified pharmacists,” yet “the market rates for the three materially different pharmacist labor categories the Agency used as a benchmark to disqualify AIMS’s proposal as ‘Unacceptable’ cannot plausibly reflect the true market for those categories.” *Id.*

Specifically, the protester asserts the salary data used by the agency to conduct the evaluation “was inaccurate” and “unreliable” because, according to AIMS, the data determined that the clinical pharmacist position, which requires a doctorate degree, should be paid less than the outpatient pharmacist and inpatient pharmacist positions, which require only a bachelor’s degree. Protest at 2-3. The protester characterizes the agency’s market research as having reached an “illogical conclusion” that resulted in an evaluation outcome that was “facially inconsistent with the qualification requirements for the various labor categories, does not accurately reflect market realities, and undermines the Agency’s stated goal of ensuring low turnover and high fill rates.” *Id.* at 3. Additionally, AIMS maintains the agency compounded its error in market research “by applying an aggressive and unsubstantiated 6.6 percent annual escalation rate to each option year.” *Id.* The protester contends it was unreasonable for the agency to use this rate, which was derived from the most recent BLS CPI data, rather than using a 5-year average rate, which in the protester’s opinion “would have been a far more rational way to determine how labor rates were likely to escalate over the life of the task order.” *Id.*

The agency requests that we dismiss the protest as untimely. Req. for Dismissal at 1, 5. Specifically, the Army argues AIMS’s “protest grounds directly challenge the salary rate data and the method by which the Agency evaluated the protester’s proposed compensation plan,” both of which “were clearly specified in the [solicitation].” *Id.* at 6. Likewise, “the Agency’s intent to utilize the escalation rate of 6.6 [percent] for the evaluation of the compensation plans for option years was known by the protester upon receipt of the [RFP],” which “clearly notified offerors” of the Army’s intent to develop an escalation rate based on the latest BLS CPI. *Id.* at 11; see also Req. for Dismissal exh. 10, BLS CPI at 8.

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<sup>1</sup> As the value of the protested task order exceeds \$35 million, this protest is within our jurisdiction to hear protests of task orders placed under defense agency IDIQ contracts. 10 U.S.C. § 3406(f)(1)(B).

The protester opposes dismissal, representing that “AIMS has not argued that it was error for the Agency to have used the salary data at the 90th percentile for Salary.com and the 96th percentile for ZipRecruiter.com for the greater San Antonio area for each of the three positions to evaluate compensation.” Resp. to Req. for Dismissal at 1. Instead, the protester maintains “AIMS’s argument is that this approach was irrationally **executed** by the Agency when the Agency failed to ensure that the salary data it pulled from ZipRecruiter and Salary.com mapped to the position qualifications in the Solicitation.” *Id.* at 1-2. Similarly, AIMS contends it “does not dispute the Solicitation’s stated methodology of deriving an escalation rate from BLS CPI data,” but rather challenges the “unreasonable application of that methodology,” which “led to an irrational conclusion.” *Id.* at 3. We disagree. While AIMS characterizes its protest as a challenge not to the terms of the solicitation, but to the application of those terms, we find this characterization unpersuasive.

Our Bid Protest Regulations contain strict rules for the timely submission of protests, and specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1); *Quality Tech., Inc.*, B-420576.3, June 30, 2022, at 4. Underlying our timeliness rules in this regard is the principle that challenges which go to the heart of the underlying ground rules by which a competition is conducted should be resolved as early as practicable during the solicitation process, but certainly in advance of an award decision if possible, not afterwards. *Continental Staffing, Inc.*, B-299054, Jan. 29, 2007, at 4-5. Such a rule promotes fundamental fairness in the competitive process by preventing an unsuccessful offeror from taking advantage of the government, as well as other offerors, by waiting silently only to spring forward with an alleged defect in an effort to restart the procurement process, potentially armed with increased knowledge of its competitors’ position or information. *Armorworks Enters., LLC*, B-400394, B-400394.2, Sep. 23, 2008, at 7.

In requesting dismissal, the agency notes that “all the salary data from” the market research sources identified in the RFP--salary.com and ziprecruiter.com--“was available and published at the time of the issuance of the” solicitation, and that AIMS “knew and had access to the same data and data sources that the Agency stated it would use to evaluate offerors’ compensation plans.” Req. for Dismissal at 7. The protester acknowledges “the Agency disclosed the data sources and salary ranges it planned to use to establish the market labor rates against which the offerors’ compensation plans would be evaluated,” and that the solicitation specified the Army intended to use “data from Salary.com and ZipRecruiter for the task order’s job category titles.” Protest at 8.

The protester claims, however, that “the salary data obtained from these sources was defective” because, in AIMS’s view, it “clearly does not account for the significant differences in educational qualifications, necessary experience, and job responsibilities between the job categories.” Protest at 8. The protester posits that “[t]he likely explanation for how the Agency developed such flawed compensation data is that the job categories used by these websites did not map to the job descriptions” in the solicitation. *Id.* at 9. The protester maintains “[i]t is well known that websites such as

Salary.com and ZipRecruiter do not have clearly defined job categories and that the job titles used by the websites can cover a wide range of job descriptions and salaries,” making it “incumbent on the user of these websites to make sure that the job titles that they are searching map to the job description for which they seek salary data.” *Id.* The protester contends the Army’s dismissal request “suggests that the Agency simply typed in the words ‘clinical pharmacist’ into the ZipRecruiter.com search bar and set the location to San Antonio,” and argues that “[s]imply typing in the words ‘clinical pharmacist’ into the search bar in ZipRecruiter.com **does not return data for a position that matches with the Solicitation’s listed qualifications for the Clinical Pharmacist,**” resulting in market research salary data “that was fundamentally different than the Solicitation’s job description.” Resp. to Req. for Dismissal at 4-5. The protester argues the evaluation was unreasonable because “[o]btaining the wage data from ZipRecruiter exactly the way the Agency described in the Solicitation does not in any way align with the job category descriptions detailed in Section 5 of the [PWS].” *Id.* at 5. Instead, AIMS asserts “that in order to obtain any useful data from these sources that aligned with the job descriptions at all, the Agency would have had to exercise its discretion to filter, refine, or discard data beyond the steps disclosed in the [RFP].” *Id.* at 9.

Relevant here, despite recognizing that the Army conducted its salary market research “*exactly the way the Agency described in the Solicitation,*” the protester complains that executing salary data market research in this manner returned results that failed to align sufficiently with the job descriptions in the PWS, such that the agency should have taken additional steps beyond those disclosed in the RFP. Resp. to Req. for Dismissal at 5, 9 (emphasis added). The evaluation criteria for the compensation plan factor, however, did not include or otherwise reference the job descriptions for the various pharmacist labor categories in the PWS. Rather, the criteria established that the evaluation was to be based on searching the two specified websites--salary.com and ziprecruiter.com--for the listed job titles or alternate job titles for the San Antonio area. Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 7. Moreover, by its own admission, AIMS was aware that the specified websites “do not have clearly defined job categories and that the job titles used by the websites can cover a wide range of job descriptions and salaries.” Protest at 9.

In sum, the record reflects that the protester knew, or should have known, that if the Army obtained its market research salary comparison data exactly as set forth in the solicitation, the resulting compensation plan evaluation would--in AIMS’s opinion--be insufficiently aligned with the PWS’s job descriptions for the required pharmacist labor categories. Accordingly, to the extent AIMS considered such insufficient alignment between the agency’s salary market research and required labor positions to be unreasonable or otherwise improper, it was required to raise the matter prior to the time set for receipt of proposals. 4 C.F.R. § 21.2(a)(1); see e.g., *Quality Tech., Inc., supra* at 4 (dismissing as untimely post-award challenge to agency’s evaluation of price proposals where solicitation clearly required incumbent and non-incumbent offerors to submit different pricing for the base year of performance); *ORBIS Sibro, Inc., B-421626.5 et al.*, Dec. 12, 2023, at 8-9 (dismissing as untimely argument that agency’s

use of historical data as part of cost realism evaluation did not comply with FAR where solicitation expressly stated agency's intent to use historical rates).

The protester contends in the alternative, that to the extent the Army "argues that it simply followed a strict construction of its Total Compensation evaluation scheme when it used the data that it obtained from Salary.com and ZipRecruiter, then the evaluation scheme is latently ambiguous" because the solicitation did not adequately apprise offerors that the agency would use salary data "that was obviously inconsistent" with the recruitment and retention of a qualified workforce. Protest at 10. The protester maintains it was "eminently reasonable" for offerors "to expect that the Agency would ensure that the job qualifications for which it obtained salary data would match the job qualifications in the Solicitation." Resp. to Req. for Dismissal at 9-10. The protester contends "[t]he Agency, apparently, had a different read of the Solicitation language and believed that the Solicitation's language allowed it to simply type a job title into the ZipRecruiter search bar and use whatever data came up, regardless of whether it mapped to the job qualifications that were listed in the Solicitation." *Id.* at 10. The protester asserts that "[i]f the Agency's read of the Solicitation language is also reasonable, then there is, by definition a latent ambiguity." *Id.* We disagree.

An ambiguity exists when two or more reasonable interpretations of the solicitation are possible. *Colt Defense, LLC*, B-406696, July 24, 2012, at 8. If the solicitation language is unambiguous, our inquiry ceases. *Desbuild Inc.*, B-413613.2, Jan. 13, 2017, at 5. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. *Megatech Corp.*, B-417582, June 25, 2019, at 3. A patent ambiguity must be protested prior to the closing time for the submission of responses to the solicitation, in order to be considered timely. 4 C.F.R. § 21.2(a)(1); *Megatech Corp.*, *supra*.

Here, rather than being "eminently reasonable," AIMS's interpretation of the RFP ignores the plain language of the solicitation's compensation plan evaluation criteria, which as noted above, did not include or otherwise reference the PWS's job description qualifications. In this context, the RFP simply states the agency would use market research from salary.com and ziprecruiter.com for specifically listed job titles to establish a "cut line of 10 [percent] below the Government's calculated 'market' rates." Req. for Dismissal ex. 3, RFP attach. 2, Instructions and Evaluation Criteria at 7. Reading the plain language of the RFP, we do not find AIMS's interpretation to be reasonable. As such, our inquiry ceases because there is no ambiguity. *Desbuild Inc.*, *supra*.

Regardless, even if the protester's reading might be considered a reasonable interpretation of the solicitation--which it is not--the disconnect between AIMS's expectation (that the agency would somehow include the PWS's job qualifications in its search methodology) and the RFP's stated intent (to search using a list of specified job titles) was apparent from the face of the solicitation, making it a patent, rather than a latent, ambiguity that was required to be protested prior to the time set for receipt of proposals. See *e.g.*, *Mission1st Group, Inc.*, B-413028.4, Nov. 20, 2017, at 5 n.3

(dismissing price evaluation challenge where protester's reading of RFP as requiring rate calculation based on "realistic" pricing, rather than proposed pricing, was at odds with RFP's plain language rendering any potential ambiguity patent, rather than latent).

Finally, we also find unavailing the protester's argument that at the time of the solicitation's issuance "AIMS could not have known how the Agency would apply the 6.6 [percent] escalation rate in conjunction with the other elements of its evaluation methodology." Resp. to Req. for Dismissal at 12. The solicitation stated the Army intended "to develop its escalation rate based on or about the *latest*" BLS CPI. Req. for Dismissal exh. 3, RFP attach. 2, Instructions and Evaluation Criteria at 7 (emphasis added). If, as expressed in its protest, AIMS believed it would have been more rational for the agency to use another method to develop an escalation rate rather than using only the most recent CPI data,<sup>2</sup> the protester was required to timely object to the solicitation's clear and unambiguous plan to develop an escalation rate based on only the latest CPI data prior to the time set for receipt of proposals. 4 C.F.R. § 21.2(a)(1); see e.g., *Quality Tech., Inc.*, *supra* at 4; *Mission1st Group, Inc.*, *supra* at 5 n.3; *ORBIS Sibro, Inc.*, *supra* at 8-9.

The protest is dismissed.

Edda Emmanuelli Perez  
General Counsel

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<sup>2</sup> For example, AIMS advocates using the average of the last 5-years' CPI data. Protest at 3.