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# Decision

**Matter of:** N&S Property Services, LLC

**File:** B-423852.2; B-423852.3

**Date:** March 10, 2026

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## DIGEST

1. Protest challenging evaluation of protester’s technical proposal is sustained where the agency’s negative findings are not supported by the solicitation’s evaluation criteria or the contents of the protester’s proposal.
  2. Protest challenging evaluation of awardee’s technical proposal is sustained where the agency does not meaningfully respond to the protester’s arguments and the record does not support the agency’s evaluation findings.
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## DECISION

N&S Property Services, LLC, a small disadvantaged business of Atlanta, Georgia, protests the award of a contract to KCorp Reliance Company, Inc., a small disadvantaged business of Wasilla, Alaska, under request for proposals (RFP) No. 70CMSW25R00000009, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE) for facility operations and maintenance services at Fort Benning, Georgia. The protester asserts that the agency’s evaluation of technical proposals was inconsistent with the solicitation and unreasonable.

We sustain the protest.

## BACKGROUND

On March 14, 2025, ICE issued the solicitation seeking operations and maintenance services in support of the agency’s Office of Firearms & Training Program at Fort Benning, Georgia. Contracting Officer’s Statement (COS) at 1; Agency Report (AR),

Tab 2, Initial RFP at 002. The RFP was issued as a competitive acquisition under Federal Acquisition Regulation (FAR) parts 12 and 15, and set aside for 8(a) firms under FAR subpart 19.8.<sup>1</sup> AR, Tab 18, RFP amend. 3 at 001.<sup>2</sup> The solicitation anticipated the award of a contract, with fixed-price and time-and-material contract line item numbers, for a 12-month base period with four 12-month option periods. *Id.*

The RFP contemplated the award of the contract to the offeror whose proposal represented the best value to the government, considering three factors, listed in descending order of importance: (1) technical capability and approach (technical); (2) key personnel resumes and staffing matrix (key personnel); and (3) price. *Id.* at 007-008. The non-price factors, when combined, would be significantly more important than price. *Id.* at 008. The solicitation also provided that price would become more important as proposals became more equal in the non-price factors. *Id.*

The agency was to assign adjectival confidence ratings of high confidence, some confidence, and low confidence to proposals under the non-price factors based on the assessed level of confidence in the offeror's "ability to successfully perform the requirement." *Id.* at 005. The solicitation further advised that an "integrated assessment of the strengths, weaknesses, and/or deficiencies of each offeror, together with the pricing proposal," would be used to determine the best overall value to the government. *Id.* at 008.

As relevant here, the RFP advised that, under the technical factor, each proposal would be evaluated to determine whether it "demonstrates a thorough understanding of and a technical capability to satisfy [the] requirements." *Id.* at 004. The agency would also evaluate whether the proposal "applies corporate processes, procedures, approaches, and tools to successfully execute tasks outlined" in eleven specific sections of the performance work statement (PWS). *Id.*

The solicitation instructed offerors to submit their proposals in two separate volumes. Volume A was to contain the non-price proposal, addressing the technical and key personnel factors, while volume B was to comprise the price proposal. *Id.* at 003-004. The RFP further specified that the portion of an offeror's proposal addressing the

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<sup>1</sup> Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. Firms participating in this program are commonly referred to as "8(a)" contractors.

<sup>2</sup> The solicitation was amended three times. COS at 5. Unless otherwise noted, citations to the solicitation are to the final amended version of the RFP issued under the third solicitation amendment. AR, Tab 18, RFP amend. 3. Citations to pages in documents submitted with the agency report are to the sequential Bates numbers the agency assigned to those documents.

technical factor was not to exceed 25 pages, including a cover sheet. *Id.* at 004. The key personnel proposal section had no page limit. *Id.*

The agency received timely proposals from four offerors, including N&S and KCorp, on the initial proposal due date of April 21, 2025. COS at 5. After the receipt of initial proposals, the agency amended the solicitation three times, each time making substantive changes to the terms of the solicitation, including the PWS. *Id.* The agency requested revised proposals and, on June 16, received final revised proposals from all four offerors. *Id.*

The agency evaluated the proposals and, on August 14, awarded the contract to KCorp. *Id.* at 6. After receiving a notice and a debriefing, N&S protested the award with our Office. Subsequently, we dismissed the protest as academic after the agency notified us that it intended to take corrective action by reevaluating proposals and making a new source selection. See *N&S Property Services LLC*, B-423852, Sept. 11, 2025 (unpublished decision).

After reevaluating proposals, the agency assigned the following ratings to the proposals of N&S and KCorp:

	<b>N&amp;S</b>	<b>KCorp</b>
<b>Technical Capability &amp; Approach</b>	Low Confidence	Some Confidence
<b>Key Personnel Resumes &amp; Staffing Matrix</b>	Some Confidence	Some Confidence
<b>Total Evaluated Price</b>	\$25,692,671	\$26,583,903

AR, Tab 45, Source Selection Decision Document (SSDD) at 024-025. In evaluating technical proposals, the technical evaluation team (TET) did not identify strengths, weaknesses, or deficiencies, but instead assessed whether aspects of each offeror's proposal, addressing the respective PWS sections, "raises confidence," "lowers confidence," or "provides some confidence" in the offeror's ability to successfully perform the requirements.<sup>3</sup> See AR, Tab 44, Technical Evaluation at 007-014.

In considering N&S's technical proposal, the TET assigned a rating of low confidence, finding that N&S's approach was overall "fundamentally sound," but some sections of the proposal contained "notable weaknesses and a few critical gaps" that lowered confidence. *Id.* at 014. Specifically, the TET identified three aspects of N&S's proposed approach--for PWS sections 5.2 (building operating plan (BOP)), 5.4 (parts inventory management), and 5.19 (weekly progress report)--that lowered the agency's confidence. *Id.* at 012-014. N&S's proposal addressing other PWS sections were

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<sup>3</sup> The agency explains that these phrases were "descriptive terms used to help evaluators explain the strengths or weaknesses of an offeror's proposal" and "used only as a guide to help evaluators determine the final overall confidence rating for each proposal." Supp. Memorandum of Law (MOL) at 5.

assessed as providing some confidence, while no section was found to raise confidence. *Id.*

For KCorp's technical proposal, the TET assigned a rating of some confidence, finding that several areas of the proposal "demonstrate[d] strengths that raise confidence in the Offeror's ability to perform the contract successfully." *Id.* at 010. Specifically, the TET noted that KCorp's approach for PWS sections 5.3 (equipment inventory), 5.4 (parts inventory management), and 5.14 (tours) raised confidence, and also noted that the firm's approach for PWS section 5.2 (BOP) "exceeded the requirement." *Id.* at 007-011. The TET found that the remaining sections of KCorp's proposal provided some confidence; the TET did not identify any aspect that lowered confidence. *Id.*

After considering the technical evaluation and the price analysis, the source selection authority (SSA) conducted a price/technical tradeoff and again concluded that KCorp represented the best overall value to the government. AR, Tab 45, SSDD at 025. Specifically, the SSA noted the above technical concerns in N&S's proposal and concluded that the proposal "presented a high performance risk" to the government. *Id.* at 027. Based on this conclusion, the SSA determined that KCorp's proposal warranted a price premium of \$891,231 (or 3.5 percent) because it "provide[d] an increased technical capability and approach" that "reduces the risk of unsuccessful contract performance." *Id.*

The agency reaffirmed the award to KCorp and notified N&S. After requesting and receiving a debriefing, N&S filed this protest.

## DISCUSSION

N&S challenges each evaluation finding of "lowers confidence" that the agency assessed in the firm's technical proposal. The protester also challenges two of the three "raises confidence" findings assessed in KCorp's technical proposal. As discussed below, we sustain the protest because the record does not show reasonable bases for several of the agency's assessments.<sup>4</sup>

At the outset, we note that in reviewing protests of an agency's evaluation and source selection decision, our Office will 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. *Science Applications Int'l Corp.*, B-420005 *et al.*, Oct. 21, 2021, at 5. While we do not substitute our judgment for that of the agency, we will sustain a protest if the agency's conclusions are inconsistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations, or otherwise not reasonably based. *Id.*; *Seaward Servs., Inc.*, B-420580, B-420580.2, June 13, 2022, at 3.

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<sup>4</sup> The protester raised numerous other collateral arguments concerning the evaluation of the offerors' proposals. We have reviewed all issues raised in the protest and find that, aside from those discussed below, none provides a basis to sustain the protest.

## Technical Evaluation of N&S's Proposal

The protester argues that the agency unreasonably applied unstated evaluation criteria and ignored information in the protester's proposal when ICE identified three aspects of N&S's approach as lowering confidence. Protest at 18-27. As explained below, we find that one of these "lowers confidence" assessments is not reasonably supported by the record.

### Building Operating Plan

As noted above, the solicitation required that proposals "demonstrate[] a thorough understanding of and a technical capability to satisfy [the] requirements of the solicitation." RFP at 004. Offerors were to "appl[y] corporate processes, procedures, approaches, and tools to successfully execute tasks outlined" in specific PWS sections, including, as relevant here, PWS section 5.2, BOP. *Id.* Under that PWS section, the contractor would be required to "review and update" any existing BOP, "outlining the operating and general maintenance procedures for all major building equipment and systems." AR, Tab 19, PWS at 040. The updated BOP was to be submitted to the contracting officer's representative (COR) for approval "not later than the end of the startup or transition phase." *Id.* The PWS also required the contractor to "coordinate with the COR in developing the components of the plan." *Id.* If a BOP did not exist, the contractor would be required to develop a BOP that "includes all [operation and maintenance] equipment and systems" and "document[s] the standard [operation and maintenance] procedures for the building." *Id.*

The TET evaluated N&S's approach for the BOP requirement as one that lowers confidence because it was "difficult to understand" whether the proposal included a "recommended BOP" or was "just outlining the components of a BOP." AR, Tab 44, Technical Evaluation at 012. The TET also found that the language in the applicable proposal section was "vague" because it used "terms like 'coordination' and 'would.'" *Id.* In addition, the evaluators found that the proposal "appear[ed] to still be in draft form, as it contains redline comments." *Id.* Ultimately, the TET concluded that the protester's BOP approach lowered confidence "due to the vagueness of addressing the BOP and specifically ensuring compliance." *Id.* The TET further noted that "confidence would be increased by providing more implementation history" for the BOP section. *Id.* at 014.

The protester challenges each of the agency's findings with respect to the proposal's BOP approach, arguing that the agency applied unstated evaluation criteria and made findings that were untethered from the contents of N&S's proposal. Protest at 21-23; Comments & Supp. Protest at 22-23, 27-31. In response, the agency argues that the TET's finding that the BOP approach lowered confidence was reasonable because N&S's proposal was "in a redline draft format, lacked clarity and was vague." MOL at 12-14. We find no support in the record for the agency's argument.

First, as the protester points out, the solicitation here did not require offerors' proposals to include a recommended BOP or an outline of components for a BOP. Instead, the BOP was a deliverable to be updated or developed during contract performance, as clearly indicated by the requirement to submit the BOP for approval before the end of the transition phase. See AR, Tab 19, PWS at 040. Moreover, the PWS required the contractor to "coordinate with the COR in developing the components of the plan." *Id.* Therefore, to the extent the agency criticizes the protester for not providing either a recommended BOP or an outline of components for a BOP, the solicitation here did not require offerors to provide either.<sup>5</sup>

The protester also challenges the agency's conclusion that N&S did not demonstrate how the firm would successfully execute the PWS tasks. As noted above, the solicitation required the agency to evaluate whether N&S's proposal demonstrated an understanding of the BOP requirement and applied "corporate processes, procedures, approaches, and tools" to execute the tasks outlined in the PWS. See RFP at 004. With respect to this requirement, the contemporaneous evaluation record contains an unhelpful clerical error, stating that N&S "showed did not show" the corporate processes, procedures, approaches, and tools to successfully execute this task under the BOP requirement. AR, Tab 44, Technical Evaluation at 012. Thus, there is a question of whether the agency intended to indicate that the N&S's proposal "showed" the capability to execute the requirement or "did not show" this capability.

The agency argues that the above-quoted clerical error should be read to mean that the protester's proposal "did not show" the corporate processes, procedures, approaches, and tools to successfully execute this task under the BOP requirement. See MOL at 12-14. Given the full context of the record, the agency's contention is not credible. In this regard, we note that the ambiguous sentence was followed by the word "[h]owever," which was then followed by ICE's negative finding about the lack of clarity, as follows:

The Vendor *showed did not show* the corporate processes, procedures, approaches, and tools to successfully execute this task. *However, it is difficult to understand* whether the section of the proposal covering the BOP is the recommended BOP or is just outlining the components of a BOP.

AR, Tab 44, Technical Evaluation at 012 (emphasis added). As the conjunction "however" typically denotes contrast, we find it more reasonable to conclude that the

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<sup>5</sup> The agency argues that the TET was not requiring N&S to provide a complete or draft BOP but, rather, was "more interested in *how* an offeror planned to execute a draft BOP if awarded the contract, not in the actual plan itself." MOL at 13. We find, however, that the agency's argument is inconsistent with the contemporaneous evaluation record. In this regard, the agency faulted N&S not because the firm failed to clearly demonstrate a plan to execute a draft BOP but because "it [was] difficult to understand whether the section of the proposal covering the BOP is the recommended BOP or is just outlining the components of a BOP." AR, Tab 44, Technical Evaluation at 012.

ambiguous sentence was meant to indicate a positive finding--*i.e.*, that N&S's proposal *showed* the necessary corporate processes, *etc.*--in contrast to the negative finding that followed. As such, we find the record does not support the agency's reliance on this sentence to support its negative conclusion.

In addition, the TET's finding that N&S's BOP approach was "vague" due to the "use of terms like 'coordination' and 'would'" is similarly not supported by the record. In this regard, we note that the BOP section of N&S's proposal included one instance each of the terms "coordinate" and "coordination." AR, Tab 25, N&S Technical Proposal at 011 ("Upon award, N&S will coordinate with site leadership to develop a comprehensive facilities safety disaster and recovery process"), 015 ("Collaboration: Work with local emergency responders and authorities to ensure coordination during an emergency."). As noted above, however, the PWS required the contractor to "coordinate with the COR in developing the components of" the BOP. See AR, Tab 19, PWS at 040. We do not find it reasonable for the agency to criticize N&S's proposal as "vague" for using the very word used in the solicitation to describe the requirement.

With respect to the word "would," the term appears a total of three times in N&S's BOP proposal section, all in the paragraph addressing the emergency plan. AR, Tab 25, N&S Technical Proposal at 014. Specifically, it was used to describe N&S's alternative approaches that were contingent on two possible scenarios: "the assumption there is an Emergency Management Plan in place" and "[s]hould there not be an overall Plan." *Id.* In this context, the word "would," as used in N&S's proposal, appears to be used, as grammatically appropriate, in the future conditional tense to indicate the firm's approach with respect to each of the two hypothetical scenarios. On this record, we find no reasonable basis for the TET's conclusion that N&S's proposal was rendered vague by its use of the term.

The TET was likewise unreasonable to assume that N&S's proposal appeared to be in a draft form because it contained "redlines." See AR, Tab 44, Technical Evaluation at 012. The protester explains that these redlines (in N&S's June 16 proposal) reflected changes from its earlier-submitted proposal in accordance with the solicitation amendments issued after the agency received initial proposals. Protest at 23 n.3. As noted above, the agency substantively amended the solicitation three times after receiving initial proposals and requested revised proposals in accordance with the amendments. As relevant here, the instructions in the third amendment required offerors to indicate any changes to the proposal after the initial submission and required that "[c]hanges from the original page shall be indicated on the outside margin by vertical lines adjacent to the change." RFP at 002. A review of the "redline" markings on the protester's final proposal shows that they reflected revisions made in accordance with the solicitation amendments, such as a change in the name of Fort Moore to Fort Benning, a change in the acquisition approach, and the removal of trash collection and hazardous waste removal services. See AR, Tab 25, N&S Technical Proposal at 003, 020; AR, Tab 13, RFP amend. 2 at 001-002; RFP at 001. We find the TET's findings in this regard to also be unreasonable.

Finally, while the TET noted that “confidence would be increased by providing more implementation history of [PWS section] 5.2 Building Operating Plan,” the solicitation’s evaluation criteria did not require offerors to provide an implementation history, *i.e.*, information about their past experience performing the requirement. AR, Tab 44, Technical Evaluation at 014. The agency argues that “implementation history” is logically encompassed by the solicitation requirement to demonstrate the offeror’s understanding of, and capability to perform, the requirements and to apply corporate resources for successful execution of tasks. MOL at 14-15, *citing* RFP at 004. We find the agency’s argument unavailing.

Agencies are required to evaluate proposals based solely on the factors identified in the solicitation and must adequately document the bases for their evaluation conclusions. *Exelis Sys. Corp.*, B-407111 *et al.*, Nov. 13, 2012, at 5. While agencies properly may apply evaluation considerations that are not expressly outlined in the RFP if those considerations are reasonably and logically encompassed within the stated evaluation criteria, there must be a clear nexus between the stated and unstated criteria. *Id.*; *Raytheon Co.*, B-404998, July 25, 2011, at 15-16.

Here, the solicitation advised that technical proposals would be evaluated on whether they “demonstrate[] a thorough understanding of and a technical capability to satisfy [the] requirements of the solicitation,” as well as whether they “appl[y] corporate processes, procedures, approaches, and tools to successfully execute tasks outline in the PWS.” RFP at 004. Indeed, the protester argues, and we agree, that while capability denotes current ability and approach indicates future plans, “implementation history” requires past experience. While an offeror may well choose to demonstrate its understanding, capability, and approach by way of past experience, nothing in the stated solicitation criteria specifically required the offeror to use this particular method of demonstration. In other words, while the TET may find that an offeror’s positive implementation history demonstrates the required understanding and capability, it cannot reasonably require an offeror to provide an implementation history, or penalize it for not doing so, if the firm’s proposal otherwise demonstrated its understanding and capability. Therefore, we find the TET’s apparent reliance on not “providing more implementation history” to be an unreasonable basis for concluding that N&S’s BOP approach “lowers confidence.” Because the TET did not provide any basis other than the errors discussed above for finding that N&S’s BOP approach “[l]owers [c]onfidence,” we find the agency’s evaluation of N&S’s BOP approach was not reasonable.

#### Remaining Challenges to Evaluation of Protester’s Technical Proposal

The protester also challenges the two remaining findings of “lowers confidence” in N&S’s technical proposal--for PWS sections 5.4, parts inventory management, and 5.19, weekly progress report--as well as one negative comment noted for PWS section 5.16, work orders. Protest at 19-27; Comments & Supp. Protest at 21-38. We have considered all of the protester’s arguments with respect to these challenges but find no further basis to sustain the protest.

For example, the protester asserts that the agency unreasonably assessed a “lowers confidence” to the section of N&S’s proposal addressing PWS section 5.19, weekly progress reports. Protest at 20-21, 25-27; Comments & Supp. Protest at 33-38. In this regard, the protester argues that the agency erred in its application of the solicitation’s page limitation, resulting in ICE not evaluating the portion of N&S’s proposal that addressed weekly progress reports. Comments & Supp. Protest at 33-38. Specifically, N&S contends that the agency improperly included the proposal’s introduction and table of contents, which covered both the technical and key personnel factors, in the page calculation for the technical factor. *Id.* The protester argues that only the part of the proposal specifically addressing the technical factor should have been counted. *Id.* The protester further asserts that, even if the agency’s interpretation of the applicable page limit was reasonable, the solicitation provision presented a latent ambiguity because it did not specify whether introductory material or the table of contents would be included in the page limit. *Id.*

The agency responds that it reasonably included the introductory narrative and table of contents in the page count, resulting in the exclusion of the 26th page from the consideration of N&S’s technical proposal. In this regard, the agency argues that the solicitation unambiguously specified that an offeror’s technical proposal was “[n]ot to exceed 25 pages (including Cover Sheet),” and that the protester failed to follow the clear solicitation instructions when it chose to include an introductory narrative and a table of contents between the cover sheet and the asserted beginning of its technical proposal. MOL at 8-11; Supp. MOL at 8-13; see RFP at 004. Because the removed 26th page addressed the progress report requirement, the agency argues that it reasonably found the absence of this content warranted the “lowers confidence” finding.<sup>6</sup> *Id.*

As a general matter, offerors must prepare their proposals within the format limitations set out in the solicitation, including any applicable page limits. *Tipping Point Sols., Inc.*, B-422570, B-422570.2, Aug. 8, 2024, at 5; see *ManTech Advanced Sys. Int’l, Inc.*, B-409596, B-409596.2, June 13, 2014, at 3. Offerors that exceed a solicitation’s established page limitations assume the risk that the agency will not consider the excess pages. *Tipping Point Sols., Inc.*, *supra*. In those instances where a solicitation has established clear page limitations, we have explained that an agency is not

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<sup>6</sup> The agency argues that the protester’s failure to address the PWS section on progress reports renders the proposal noncompliant with the terms of the solicitation and thus ineligible for award. MOL at 18-19. The contemporaneous evaluation record shows, however, that neither the TET nor the SSA considered the missing information on progress reports to be a defect rising to the level of a disqualifying deficiency. See AR, Tab 44, Technical Evaluation at 014; AR, Tab 45, SSDD at 015-016, 027. Rather, both the TET and the SSA considered this aspect as one of several that contributed to the rating of low confidence assigned for N&S’s technical proposal. *Id.* Because the agency’s post-protest position in this regard is inconsistent with the contemporaneous record, we accord it little weight. *IDEMIA Nat’l Sec. Sols., LLC*, B-421418, B-421418.2, May 1, 2023, at 13.

obligated to sort through an offeror's proposal to decide which pages should or should not be counted toward that limitation. *Id.*

Moreover, where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Bauer Techs., Inc.*, B-415717.2, B-415717.3, June 22, 2018, at 4. Where a protester and the agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Planned Sys. Int'l, Inc.*, B-413028.5, Feb. 21, 2018, at 6.

Here, the RFP established a 25-page limit for the portion of the proposal covering the technical capability and approach factor. RFP at 004. While the solicitation did not specifically mention the table of contents or any other introductory material in the page limits, it did expressly include the cover sheet within the 25-page limit. The solicitation further required the "cover sheet identifying the contents to include" certain administrative information, such as the solicitation number and the contact information for the offeror's point of contact. *Id.* Accordingly, the cover sheet was essentially required to be part of the proposal and function as a table of contents. Given that the solicitation clearly established that the page limit applied to this cover sheet, we find reasonable the agency's view that N&S's introductory narrative and table of contents should be included in the page count.

Moreover, the plain language of the solicitation, when read as a whole, is not susceptible to the protester's interpretation. The solicitation provision establishing the page limit provided the following table, which "outlines the content of each area comprising a Contractor's complete proposal":

FACTOR 1: Technical Capability and Approach	Not to exceed 25 pages (including Cover Sheet)
FACTOR 2: Key Personnel Resumes, and Staffing Matrix	No page limits.
FACTOR 3: Price	Complete Attachment 3 -- Pricing Schedule

*Id.* The protester argues that the introductory page and table of contents should not be counted because they contain information covering both the technical and key personnel factors. Under the protester's interpretation, however, an offeror could include multiple pages of content between the cover sheet and the marked beginning of the technical factor, as long as such material is not limited to just the technical factor. Such an interpretation would render meaningless the RFP's clearly established page limit for "the content of each area comprising" the offeror's "complete proposal." *Id.*

In sum, we find that the solicitation here unambiguously provided a 25-page limit for each offeror's technical proposal, including the cover sheet, and the agency reasonably removed from evaluation the portion of the protester's technical proposal that exceeded

25 pages. Because the removed page included the portion of N&S's proposal addressing PWS section 5.19 on progress reports, we find no basis to question the agency's conclusion that N&S's failure to address progress reports "[l]owers [c]onfidence" in the firm's ability to successfully perform the requirement.

#### Technical Evaluation of KCorp's Proposal

N&S also challenges the agency's evaluation of KCorp's technical proposal. As noted, the TET assessed a rating of some confidence, under this factor, based on a finding that three aspects of KCorp's proposal raised confidence in the firm's ability to successfully perform the requirement. The protester argues that, during the corrective action reevaluation of KCorp's proposal, the agency arbitrarily added two "raises confidence" findings for aspects that were previously evaluated as providing only "some confidence." Comments & Supp. Protest at 15-21; Supp. Comments at 8-13. First, the protester asserts that the "raises confidence" finding based on the recommended computerized maintenance management system (CMMS) in KCorp's approach to PWS section 5.3 (equipment inventory) was unsupported by the contents of KCorp's proposal. Comments & Supp. Protest at 15-19. Second, N&S contends that the agency failed to document a reasonable basis for its finding that KCorp's approach to PWS section 5.14 (tours) raised confidence by its "attention to detail outlined within the scheduled tours reporting tool." *Id.* at 19-21.

In response, the agency primarily argues that differences in the reevaluation result do not constitute evidence that the reevaluation was unreasonable. Supp. MOL at 2-6. In this regard, the agency contends that it decided to take corrective action, in part, to correct its insufficiently documented initial evaluation. *Id.* at 2-4. The agency also argues that the protester was not prejudiced by any errors in the reevaluation of the awardee's proposal because, despite the additional "raises confidence" findings, the awardee's overall rating for the factor remained "some confidence." *Id.* at 4-6. The agency, however, did not address or rebut the protester's arguments alleging specific errors in the agency's evaluation of the awardee's proposal. *See generally*, Supp. MOL.

Our Office has explained that the fact that a reevaluation varies, or does not vary, from an original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings or conclusions. *See IAP World Servs., Inc.*, B-406339.2, Oct. 9, 2012, at 3-4. The overriding concern for our Office's review is not whether the evaluation results are consistent with the earlier evaluation results, but whether they reasonably reflect the relative merits of the offers. *Spectrum Comm, Inc.*, B-412395.2, Mar. 4, 2016, at 7. However, where, as here, the same evaluators reach contradictory evaluation conclusions regarding the same proposal, while such differing conclusions are not *per se* unreasonable, the agency must reconcile or explain its differing conclusions. *See Guidehouse Inc.*, B-421227.2, B-421227.3, Aug. 26, 2024, at 9; *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, at 11-12.

Further, although an agency is not required to retain every document generated during its evaluation of proposals, the agency's evaluation must be sufficiently documented to allow our Office to review the merits of a protest. *TriCenturion, Inc.; Safeguard Servs., LLC*, B-406032 *et al.*, Jan. 25, 2012, at 18. Where an agency fails to document or retain evaluation materials, it bears the risk that there may not be an adequate supporting rationale in the record for us to conclude that the agency had a reasonable basis for its source selection decision. *Id.*

Our review of the record does not show a reasonable basis for the agency's assessment of the two additional "raises confidence" findings in KCorp's proposal. We discuss below each of the two findings in turn.

### Equipment Inventory

By way of background, section 5.3 (equipment inventory) of the PWS required the contractor to "maintain and update as required the building equipment inventory, equipment labeling and maintenance records to ensure accurate data in the CMMS for building operations." AR, Tab 19, PWS at 043. The PWS explained that the facility "does not currently utilize a CMMS system" and therefore required the contractor to "use a commercially available [CMMS] software application for the day-to-day operations and maintenance activities" and to "establish, use, administer, and maintain this system during the entire period of performance." *Id.* at 038. As discussed above, the solicitation provided that the agency would evaluate technical proposals based on whether they "demonstrate[d] a thorough understanding of and a technical capability to satisfy [the PWS] requirements" and "appl[ied] corporate processes, procedures, approaches, and tools to successfully execute tasks outlined" in certain PWS sections, including section 5.3. RFP at 004.

In evaluating KCorp's equipment inventory approach, the TET first noted that KCorp currently has a CMMS, [DELETED], which is "tailored to meet the Agency's requirement for asset management system." AR, Tab 44, Technical Evaluation at 007. The TET concluded that this aspect of KCorp's proposal "raises confidence" because the firm "recommend[ed] a newer industry standard CMMS system" that will "provide[] a significant amount of savings to the government." *Id.*

The protester points out, however, that the TET's findings here are questionable in several respects. First, the TET misstated the contents of the awardee's proposal, finding that KCorp proposed [DELETED] as the CMMS that was "tailored to meet the Agency's requirement." *Id.* The awardee's proposal actually provided that KCorp, as the incumbent contractor, had "established a fully operational CMMS [DELETED] tailored specifically to the facility's needs," but if awarded the contract, KCorp would transition that system to a "*newly proposed* CMMS platform, [DELETED]." <sup>7</sup> AR, Tab 28,

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<sup>7</sup> We note that KCorp's proposal statement that it, as the incumbent contractor, has already established a tailored CMMS for the facility, see AR, Tab 28, KCorp Technical  
(continued...)

KCorp Technical Proposal at 025 (emphasis added). It is unclear from the record whether the name mix-up was just a scrivener's error or whether the TET based its evaluation on a misunderstanding of the awardee's proposal. Second, while KCorp's proposal claims that the cost of implementing and maintaining the new system [DELETED] is significantly less than the cost of ownership and administration for the old system [DELETED], it is unclear why the agency concluded this would result in a "significant cost savings to the Government over the life of the contract" in the context of a hybrid contract with specific fixed-price and time-and-material contract line items. See *id.* at 026; RFP at 006-007.

The agency does not meaningfully respond to the protester's challenges to these specific evaluation findings, despite referring to them in a footnote. See Supp. MOL at 4 n.4. Instead, the agency only makes general arguments defending the difference between the initial evaluation and the reevaluation and asserting lack of competitive prejudice to the protester due to the unchanged ratings between the initial and reevaluations. See *id.* at 2-6. Moreover, the underlying evaluation record (including the contents of KCorp's proposal and the stated RFP requirements) fails to provide a basis for the agency's findings. Because the protester's specific allegations have not been rebutted in any meaningful way, we cannot conclude that the agency's evaluation was reasonable or consistent with the requirements of the solicitation. See *BrightPoint, LLC*, B-423392 *et al.*, June 25, 2025, at 12; *ITility, LLC*, B-421871.3, B-421871.4, May 3, 2024, at 5 (explaining that where an agency does not substantively respond to a protest allegation and does not contest the merits, we view the agency as having effectively conceded that the arguments have merit). We will not provide our own judgment on the competing merits of proposals in place of the agency, and where the agency has not meaningfully explained how its evaluation was consistent with the requirements of the solicitation and the offeror's proposal, we are unable to conclude that the evaluation was reasonable.

## Tours

In its initial evaluation, prior to the corrective action, the TET concluded that KCorp's proposed approach to addressing tours under PWS section 5.14 warranted a finding of "some confidence." See AR, Tab 30, Initial Technical Evaluation at 007-008. In its reevaluation, however, the TET concluded that the same aspect of KCorp's proposal raised confidence "due to the attention to detail outlined within the scheduled tours reporting tool." AR, Tab 44, Technical Evaluation at 009.

Other than this changed conclusion, however, the TET's findings with regard to KCorp's proposed tours approach remained exactly the same as those documented in the prior evaluation. Compare AR, Tab 30, Initial Technical Evaluation at 007-008, with AR, Tab 44, Technical Evaluation at 008-009. From this record, it appears that the TET made the same exact findings in its reevaluation of KCorp's tours approach as it did in

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Proposal at 025, is inconsistent with the PWS, which informed offerors that the facility "does not currently utilize a CMMS system." AR, Tab 19, PWS at 038.

the initial evaluation but came to a different conclusion solely based on the supposed “attention to detail outlined within the scheduled tours reporting tool,” despite the contents of KCorp’s proposal remaining unchanged between the evaluations. AR, Tab 44, Technical Evaluation at 009. Moreover, the corresponding section of KCorp’s proposal fails to shed any light on what the agency could have meant by “detail outlined within the scheduled tours reporting tool.” Specifically, this section of the proposal did not mention a tool for reporting scheduled tours but, instead, included [DELETED] and a table setting forth [DELETED]. See AR, Tab 28, KCorp Technical Proposal at 032-038. In addition, we note that the agency does not elaborate--either in the contemporaneous evaluation record or in its post-protest response--as to the basis for the TET’s conclusions.

As we noted above, the agency’s evaluation must be sufficiently documented to allow our Office to review the merits of a protest; where an agency fails to document or retain evaluation materials, it bears the risk that there may not be an adequate supporting rationale in the record for us to conclude that the agency had a reasonable basis for its source selection decision. See *TriCenturion, Inc.; Safeguard Servs., LLC, supra*. Because the agency here fails to explain its new reevaluation conclusion, either in its evaluation documentation or in post-protest explanations, we have no basis to determine whether that conclusion was reasonably based. See *Guidehouse Inc., supra; eAlliant, LLC, supra*.

In sum, we cannot conclude that the agency evaluated offerors’ proposals in a manner consistent with the solicitation requirements and reasonably based on the actual content of the proposals and therefore sustain the protest on that basis.

### Prejudice

The agency argues that the protester was not competitively prejudiced by any error in the reevaluation of proposals because the offerors’ overall factor ratings, and thus their relative standing in the best-value decision, were unchanged following the reevaluation. In this regard, the agency contends that correcting any evaluation error, *i.e.*, that a specific proposal aspect “raises confidence” or “lowers confidence,” would be unlikely to change the overall factor rating and thus is unlikely to affect the protester’s chances of receiving award.

Competitive prejudice is an essential element of every viable protest. *MetroStar Sys., Inc.*, B-419890, B-419890.2, Sept. 13, 2021, at 9. Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions; that is, unless the protester demonstrates that, but for the agency’s actions, it would have had a substantial chance of receiving the award. *Id.*; *AT&T Mobility LLC*, B-420494, May 10, 2022, at 12. Where there is no basis for our Office to know what the ultimate source selection might have been, had the evaluation errors not occurred, we resolve any doubts regarding prejudice in favor of a protester because a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. *BrightPoint, LLC, supra* at 13.

Here, as part of its tradeoff analysis, the SSA specifically relied on the TET's finding that the protester's BOP approach lowered confidence. In this regard, the SSA repeated *verbatim* the TET's evaluation that (1) the approach was unclear on whether it was providing the recommended BOP or just an outline of its components, (2) vague due to the use of the words "coordination" and "would," and (3) appeared to be in a draft form because of redline comments. See AR, Tab 45, SSDD at 027. Further, the SSA concluded that KCorp's higher-priced proposal represented the best value due in part to the "high performance risk" presented by the "concerns noted in N&S's proposal for" the technical capability and approach factor. See *id.* As the solicitation provided that, while non-price factors were significantly more important than price, price would become more important as proposals become more equal under the non-price factors, RFP at 008, we cannot conclude with any certainty that the SSA would have made the same price/technical tradeoff decision absent these evaluation errors. Because we resolve doubts regarding prejudice in favor of the protester, we conclude that N&S has established the requisite competitive prejudice to prevail in its protest, and we sustain the protester's challenge to the agency's evaluation of proposals under the technical capability and approach factor.

#### RECOMMENDATION

We recommend that the agency reevaluate offerors' proposals under the technical capability and approach factor consistent with the discussion above. Following the reevaluation, the agency should make a new source selection decision in accordance with the solicitation. Further, we recommend that the protester be reimbursed the cost of filing and pursuing this protest, including reasonable attorneys' fees. See 4 C.F.R. § 21.8(d)(1). N&S should submit the certified claim for costs, detailing the time expended and costs incurred, directly to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez  
General Counsel