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Decision

Matter of: Metro Accounting and Professional Services, LLC

File: B-424317

Date: May 15, 2026

Michelle F. Kantor, Esq., and Daniel E. Schoeni, Esq., McDonald Hopkins LLC, for the protester.

J. Bradley Reaves, Esq., Kenneth M. Hyde, Esq., Jacob D. Noe, Esq., and Tariq Abdel-Wakil, Esq., Reaves GovCon Group, for Vector CSP, LLC, the intervenor.

Colonel Justin A. Silverman and Walker J. Gray, Esq., Department of the Air Force, for the agency.

Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's proposal as ineligible for award is denied where the evaluation was reasonable and consistent with the solicitation.

DECISION

Metro Accounting and Professional Services, LLC (Metro), a small business of Goodyear, Arizona, protests the issuance of a task order to Vector CSP, LLC, a small business of Elizabeth City, North Carolina, under fair opportunity proposal request (FOPR) No. FA4890-26-R-0003, issued by the Department of the Air Force, for non-personal knowledge-based services in support of air combat command activities. The protester challenges the agency's evaluation of Metro's price proposal as ineligible for award, and it contends that issuing the task order to Vector was contrary to applicable law.

We deny the protest.

BACKGROUND

On December 15, 2025, the Air Force issued the FOPR under the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, to holders of the General Services Administration's One Acquisition Solution for Integrated Services (OASIS) Plus multiple

award indefinite-delivery, indefinite-quantity (IDIQ) contract within the technical and engineering services domain. Contracting Officer's Statement (COS) at 2; Agency Report (AR), Tab 3, FOPR at 61.¹ The FOPR, which was amended three times and set aside for small businesses, sought a contractor to provide specialized knowledge-based services, covering essential non-flying duties typically performed by pilots, weapons system officers, air liaison officers, and tactical air control party specialists. COS at 2; FOPR at 61. The FOPR contemplated the issuance of a fixed-price level-of-effort task order with cost reimbursement and fixed-price contract line items, with a 1-year base period and four 1-year options. FOPR at 1.

The task order would be issued to the highest technically rated offeror with fair and reasonable pricing. FOPR at 1, 3. The FOPR established that the agency would evaluate two factors: satisfactory prior experience² and price. *Id.* at 3-5.

As relevant here, for the price proposal, the FOPR required offerors to submit a completed price proposal spreadsheet, basis of estimate (BOE),³ and price narrative. FOPR at 15. The FOPR stated that the price narrative should explain the methodology used to develop the offeror's price proposal and address, at a minimum, the following items:

- a. The source(s) of any pricing data relied upon and why use of that source data is reasonable for this requirement.
- b. Identification and explanation of the mathematical factors applied (e.g. application of indirect, profit, and escalation rates); and
- c. Rationale for any judgmental factors applied (e.g. adjustments due to locality, risk, contingencies, etc.) to arrive at the proposed prices.

Id. We refer to this aspect of the FOPR as the "price narrative requirement." In addition, the FOPR provided that subcontractor data for the BOE and the price narrative could be included in the offeror's proposal or submitted separately. *Id.* at 16.

The agency would evaluate price proposals to assess whether the proposed price was complete, balanced, realistic, and fair and reasonable. FOPR at 17. As relevant here, with respect to assessing whether an offeror's price was complete, the FOPR stated that the agency would evaluate the price proposal, BOE, and price narrative to assess if all price elements have been addressed, and the Air Force would determine "if the supporting data reasonably required to explain the Offeror's estimating process is

¹ The agency assigned Bates numbers to the documents submitted with its report, and citations to pages in those documents are to the applicable Bates numbers.

² The FOPR utilized a self-scoring process, with work samples quantifying the offeror's technical experience and capability. FOPR at 3.

³ In the BOE, offerors were required to identify all labor categories, direct labor rates, indirect rates, profit rates, escalation rates used, fully burdened labor rates, and the estimated cost of Defense Base Act insurance. FOPR at 15.

present and sufficient that the Government is able to ensure the proposed price reflects both the type and amount of work to be performed.” *Id.* at 18.

The FOPR stated: “[o]fferors are advised to carefully read and ensure compliance with all provisions of this FOPR as failure to comply with all the terms and conditions of the FOPR may result in the Offeror being ineligible for award.” FOPR at 3. In addition, the solicitation provided: “the Government will review each volume of the Offeror’s proposal, on a pass/fail basis, to verify all information required by this FOPR has been provided.” *Id.* at 16. The FOPR advised offerors that if a proposal did not provide all required information, the proposal may be deemed ineligible for award and not evaluated further.⁴ *Id.* at 3, 16.

The Air Force received seven proposals prior to the FOPR’s January 26, 2026 closing date, including the proposals submitted by Metro and Vector. COS at 6. The agency reviewed the proposals to verify that all information required by the FOPR had been provided. *Id.* When the agency reviewed Metro’s proposal, the agency found that Metro’s proposal did not explain the source of and rationale for the subcontractors’ direct labor rates, and the proposal did not provide sufficient information to validate Metro’s proposed approach of its subcontractors using Metro’s indirect rates. *Id.*; see also AR, Tab 9, Fair Opportunity Decision Document (FODD) at 6.

On February 5, the Air Force sent Metro an interchange notice regarding the firm’s price proposal. AR, Tab 7, Interchange Notice. In the interchange notice, the agency wrote that Metro’s price narrative lacked subcontractor pricing information that the FOPR required. *Id.* at 3. After quoting portions of the FOPR, the agency wrote:

Your Price Narrative does not explain the methodology used in developing the subcontractor’s pricing (the subcontractors did not provide independent BOE or Price Narrative submittals) which doesn’t meet the requirement [of the] FOPR []. Paragraph 1.3.3 of the Price Narrative states[:] “Our indirect rates, apply to all [full-time equivalent employees], including Metro Professional Services and subcontractor personnel.” There is no explanation for how this methodology was developed or how it aligns with the subcontractors’ accounting practices. In addition, your Narrative fails to provide the source of and rationale for the subcontractors’ direct labor rates. This doesn’t meet the requirement [of the] FOPR [] to provide a proposal with sufficient detail to effectively validate stated claims.

Id. at 4. The agency concluded the notice by directing Metro to submit a price narrative that explained the methodology used for the price proposal, including pricing data, mathematical factors, and rationale for judgmental factors applied. *Id.*

⁴ The agency reserved the right to conduct interchanges to address errors, omissions, or other mistakes in proposals. FOPR at 3.

In response to the interchange notice, on February 6, Metro submitted subcontractor data for its BOE and brief explanations from the subcontractors regarding the pricing methodology. AR, Tab 8, Interchange Response at 1. For example, one of Metro's subcontractors wrote: "[t]he pricing strategy that Team Metro has submitted encompasses [DELETED] in our teaming agreement." *Id.* The subcontractor continued: "[subcontractor] understands that the pricing that Team Metro has submitted [DELETED]." ⁵ *Id.*

The Air Force reviewed Metro's submission and determined that it did not resolve any of the problems identified in the interchange notice. AR, Tab 9, FODD at 7. Namely, the submission did not address the source of, and rationale for, one of the subcontractor's direct labor rates, and Metro's submission did not provide information regarding the subcontractors' use of Metro's indirect rates. COS at 11-12; AR, Tab 9, FODD at 15. The agency found that Metro's proposal did not satisfy the price narrative requirement, and it did not provide sufficient detail to validate the stated claims. AR, Tab 9, FODD at 15. The agency assigned Metro's proposal a fail rating under the price factor; the proposal was therefore ineligible for award, and the Air Force did not evaluate it further. *Id.* at 13-15; COS at 11-12.

The Air Force evaluated the proposals deemed eligible for award and found Vector's proposal to be the highest rated. AR, Tab 9, FODD at 29-30. The agency found Vector's proposed price of \$59,117,207 was complete, balanced, realistic, and fair and reasonable, and on February 27, the agency issued the task order to Vector. *Id.*

After requesting and receiving a debriefing, Metro filed this protest.⁶
DISCUSSION

The protester primarily challenges the reasonableness of the agency's evaluation and rejection of Metro's price proposal, complaining that the Air Force used unstated

⁵ The contracting officer states that the subcontractor's statement "instead of clarifying, further confuses the matter." COS at 9 n.2. The contracting officer continues: "[i]f this statement is accurate, it provides no answers but instead raises several new questions. *For example:* (1) If [subcontractor] provided Metro with fully burdened labor rates, are the indirect rates proposed in Metro's BOE the same rates that were proposed by [subcontractor] to Metro?" *Id.* The contracting officer describes two other possible scenarios based on the subcontractor's response and concludes: "[b]ased on the incomplete response, the Agency cannot know which, if any, of these scenarios are applicable because neither Metro's proposal nor its [final proposal revision] provided sufficient information to evaluate." *Id.*

⁶ While the task order was issued by a Department of Defense organization, the OASIS Plus IDIQ contract was awarded by the General Services Administration. Since the value of the task order exceeds \$10 million, the protest is within our Office's jurisdiction. See 41 U.S.C. § 4106(f); *Analytic Strategies LLC; Gemini Indus., Inc.*, B-413758.2, B-413758.3, Nov. 28, 2016, at 4-5.

evaluation criteria, or, in the alternative, the FOPR was ambiguous. Protest at 10-15. Additionally, the protester alleges that Vector was ineligible for award. *Id.* at 16-20. Although we do not specifically address all of Metro's arguments, we have considered them all and conclude that none affords a basis on which to sustain the protest.

Evaluation of Metro's Price Proposal and Alleged Latent Ambiguity

The protester argues that the agency's evaluation of Metro's price proposal was unreasonable and inconsistent with the FOPR. As noted above, the Air Force eliminated Metro's proposal from consideration for award after finding that Metro failed to submit information as required by the FOPR--specifically, Metro's proposal did not explain the methodology used to develop one of its proposed subcontractor's direct labor rates, and it did not provide a rationale for the subcontractors use of Metro's indirect rates. AR, Tab 9, FODD at 15. The protester complains that the Air Force used unstated criteria by applying the price narrative requirement to subcontractor pricing. Comments at 3-4. In the alternative, Metro contends that the FOPR was latently ambiguous with respect to whether a detailed methodology was required for subcontractor pricing.⁷ *Id.* at 8-9. The Air Force responds that the agency's evaluation was reasonable and in accordance with the FOPR. Memorandum of Law (MOL) at 6-12.

As stated above, the task order competition was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *NCI Info. Sys., Inc.*, B-418977, Nov. 4, 2020, at 5. In reviewing protests in a task order competition, we do not reevaluate proposals, but we examine 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. *Id.* Moreover, as a general matter, when evaluating proposals in a task order competition, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *Horizon Indus., Ltd.*, B-416222, B-416222.2, July 11, 2018, at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.*

At issue here is the following solicitation language:

⁷ We note the protester does not argue that its proposal met the price narrative requirement as applied by the agency. See Comments at 3 ("Metro is not second-guessing the Agency's evaluative judgments but providing clear evidence that the Agency applied criteria that were not only unstated in and inconsistent with the FOPR but also had a disproportionate impact on the outcome.").

The Price Narrative should explain the methodology used in developing the Offeror's Price Proposal. The Price Narrative shall address, at a minimum:

- a. The source(s) of any pricing data relied upon and why use of that source data is reasonable for this requirement.
- b. Identification and explanation of the mathematical factors applied (e.g. application of indirect, profit, and escalation rates); and
- c. Rationale for any judgmental factors applied (e.g. adjustments due to locality, risk, contingencies, etc.) to arrive at the proposed prices.

FOPR at 15. With respect to subcontractor pricing data, the FOPR stated: "[s]ubcontractor data for the BOE and the Price Narrative may either be included with the Offeror's proposal or submitted separately." *Id.* at 16. The FOPR continued: "[i]f subcontractor data is submitted separately, the Offeror shall include the subcontractor's proposed rate for each position, in lieu of the direct rate, and any additional rates and amounts applied to calculate the Offeror's fully burdened rate." *Id.*

As noted above, the agency assigned Metro's proposal a fail rating under the price factor because the agency concluded that the proposal failed to explain the methodology for Metro and its subcontractors using the same indirect rates, and it did not provide the source of and rationale for one of the subcontractor's direct labor rates. AR, Tab 9, FODD at 15. The protester contends that the price narrative requirement applied only to the prime contractor's pricing--and not the pricing of any proposed subcontractors--and it was therefore unreasonable to downgrade Metro's proposal for not explaining the methodology used for the subcontractors using Metro's indirect rates or the source of and rationale for one of the subcontractor's direct labor rates. Protest at 10-14; Comments at 4. Additionally, according to the protester, "the Price Narrative must identify the indirect rates applied in the pricing model and explain how those rates operate mathematically within it." Protest at 15. Metro continues: "[t]he FOPR thus asks offerors to show how rates function within the pricing model, not to justify where those rates came from." *Id.*

The Air Force responds that the FOPR "required a comprehensive Price Narrative from the prime offeror explaining the entire proposed price, which necessarily includes all subcontractor pricing. The requirement for a detailed explanation of the methodology used in developing the price proposal was not optional but a clear and integral part of the FOPR's terms." MOL at 11.

When, as here, parties 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. *Resicum Int'l LLC*, B-421383, Mar. 22, 2023, at 4. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.*; *Patronus Sys., Inc.*, B-418784, B-418784.2, Sept. 3, 2020, at 5. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *ICF, Inc., L.L.C.*, B-421850 *et al.*, Nov. 7, 2023, at 7. A patent ambiguity exists where the

solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle.⁸ *Id.* at 7-8. A party's particular interpretation need not be the most reasonable to support a finding of ambiguity; rather, a party need only show that its reading of the solicitation is reasonable and susceptible of the understanding that it reached. *Id.* at 8.

Based on the plain terms of the FOPR, we find Metro's interpretation of the FOPR unreasonable. As set forth above, the FOPR provided that the price narrative should explain the methodology used to develop the offeror's price proposal, including the data relied upon, the mathematical factors applied, and the rationale for any judgmental factors applied. FOPR at 15. The FOPR did not limit the price narrative requirement to the prime contractor's pricing. Rather, the price narrative requirement applied to the "Offeror's Price Proposal." If an offeror elected to use subcontractors in its proposal, then the subcontractors' pricing is part of the offeror's proposal, and the price narrative requirements applied to the subcontractors' pricing.

Moreover, Metro's contention that offerors were required to show how rates function--and not explain how the rates were developed--is inconsistent with the express terms of the solicitation. As noted above, the FOPR stated that the price narrative shall address, among other things, the sources of pricing data relied upon, why the data was reasonable for the requirement, an explanation of the mathematical factors applied, and the rationale for any judgmental factors applied. FOPR at 15. The price narrative requirement was not limited to demonstrating "how rates function within the pricing model." See Protest at 15.

Finally, as mentioned above, as an alternative argument, Metro claims that the FOPR was latently ambiguous. Protest at 14-15; Comments at 8-9. In this regard, the protester notes that the FOPR stated that "[t]he Price Narrative *should* explain the methodology used in developing the Offeror's Price Proposal," and Metro asserts "[t]he use of 'should' rather than 'shall' indicates a recommendation rather than a mandatory requirement." Protest at 14. We disagree. As noted above, a solicitation must be read as a whole and in a manner that gives effect to all of its provisions. *Resicum Int'l LLC, supra*. We have stated that in some cases, the use of the ordinarily permissive words "may" or "should" does not render a provision other than mandatory when the context in which those words are used is considered. *USIA Underwater Equip. Sales Corp.*, B-292827.2, Jan. 30, 2004, at 4 (citing *All Star Maint., Inc.*, B-244143, Sept. 26, 1991, at 4-5). Here, the statement in the FOPR that the "[t]he Price Narrative should explain . . ." is followed by the statement that "[t]he Price Narrative shall address, at a minimum," with a list of three elements the price narrative was required to address.

⁸ A patent ambiguity, which is considered to be apparent from the face of the solicitation, must be protested prior to the closing date for submission of proposals to be considered timely. 4 C.F.R. § 21.2(a)(1). A protest of a latent ambiguity "shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required." 4 C.F.R. § 21.2(a)(2).

FOPR at 15. Given this context, Metro's proposed interpretation that the price narrative was a recommendation and not a requirement is unreasonable and does not constitute a latent ambiguity, and we reject it accordingly.

In sum, on this record, we find that the FOPR was unambiguous, and the FOPR's requirement to explain the methodology used to develop the offeror's price proposal necessarily included explaining the basis for any subcontractor's direct and indirect rates. We agree with the agency's view that the evaluation was reasonable and consistent with the solicitation where Metro failed to submit required pricing information and was therefore ineligible for award. Accordingly, we deny this protest allegation.⁹

Remaining Allegations

Metro also argues that Vector was ineligible for award. Specifically, Metro contends that Vector's representations and certifications were inaccurate because the firm's business status had changed under state law in North Carolina and, therefore, the firm did not qualify as a valid "concern" when proposals were submitted and when the task order was issued. Protest at 16-20; Comments at 13-19. We need not address Metro's allegations because the protester is not an interested party to raise them.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective vendor whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for contract award if its protest were sustained. *See, e.g., Guidehouse Inc.*, B-422115.2, Jan. 19, 2024, at 7-8.

Here, as discussed above, the FOPR provided that a proposal that failed to provide all information required by the FOPR may be deemed ineligible for award, and the agency reasonably determined that the protester's proposal was ineligible for award because Metro did not provide the price narrative information required by the FOPR. *See* FOPR at 15-16; AR, Tab 9, FODD at 13-15. In addition, the record shows at least one other proposal in addition to Vector's was eligible for award. AR, Tab 9, FODD at 8. Since

⁹ As a corollary argument, the protester argues it was arbitrary and unreasonable to rate Metro's price proposal on a pass/fail basis because, according to the Metro, the FOPR did not contemplate such a rating. Protest at 16; Comments at 12-13. The agency responds: "Metro fails to recognize that the FOPR plainly states 'each volume' will be reviewed on a 'pass/fail basis.'" MOL at 13 (quoting FOPR at 16). We have reviewed the record and agree with the agency. The FOPR unequivocally states that the agency would evaluate "each volume of the Offeror's proposal on a pass/fail basis," and failing to provide all required information may result in a proposal being deemed ineligible for award. FOPR at 16. Here, as discussed above, Metro's price proposal did not include all required information, and we have no basis to object to the agency's assignment of a fail rating.

Metro is not eligible for award, Metro would not be in line for award even if we were to sustain its other challenges concerning the awardee's eligibility for award. Accordingly, the protester is not an interested party to raise these other protest challenges, and we will not consider them. See *Tetra Tech Tesoro, Inc.*, B-403797, Dec. 14, 2010, at 6.

The protest is denied.

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General Counsel