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Decision

Matter of: Insight Public Sector, Inc.

File: B-423306.17

Date: May 21, 2026

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DIGEST

Protest is denied where agency reasonably eliminated protester's proposal from award consideration because the proposal failed to include required information.

DECISION

Insight Public Sector, Inc. (Insight), of Chandler, Arizona, protests the elimination of its proposal from the competition under request for proposals (RFP) No. 80TECH24R0001, issued by the National Aeronautics and Space Administration (NASA), for information technology (IT) products, cloud solutions, cybersecurity, and related services. The protester contends that the agency unreasonably eliminated its proposal from the competition for failing to provide required information and improperly failed to conduct clarifications.

We deny the protest.

BACKGROUND

NASA issued the solicitation on May 23, 2024, in accordance with Federal Acquisition Regulation (FAR) part 15, seeking to award the sixth generation of the solutions for enterprise-wide procurement (SEWP VI) government-wide acquisition contract vehicle

for IT products and services.¹ AR, Exh. 1A, RFP Cover Letter at 1. The solicitation will result in government-wide indefinite-delivery, indefinite-quantity contracts under which fixed-price, time-and-materials, labor-hour, fixed-price award fee, fixed-price incentive fee, and fixed-price economic price adjustment task orders can be issued. *Id.* The solicitation contemplated awarding contracts without discussions to all qualifying offerors for an ordering period of 10 years. Conformed RFP at 40, 117. The maximum ordering value is \$20 billion. *Id.* at 44.

The solicitation advised that contracts will be awarded for three categories;² each category is self-contained with its own separate fulfillment requirements, quotation submission requirements, and evaluation criteria. *Id.* at 25-39. This protest concerns category B, enterprise-wide IT communication and audio-visual service solutions. Protest at 5.

NASA is conducting this procurement in three phases. Conformed RFP at 117. As relevant to this protest, during phase 1, offerors were required to submit valid ISO 9001 and capability maturity model integration certifications, demonstrate that they met mandatory experience requirements, and submit a North American Industry Classification System code crosswalk. *Id.* at 117-19. For the mandatory experience, the solicitation required offerors to submit four different relevant experience projects (REPs) addressing different technical areas related to the given category requirements. *Id.* at 105. Each project must be completed or ongoing within three years of this solicitation's release date and have a total value of at least \$30 million. *Id.* Offerors must submit their projects using the REP template included with the solicitation. *Id.*; AR, Exh. 15B, Conformed RFP exh. 1, REP Template.

The solicitation notified offerors that the agency would evaluate proposals on a pass/fail basis under phase 1 and that if a proposal did not meet all the requirements, the proposal would be ineligible for award and excluded from the competition. *Id.* at 118-19.

Insight timely submitted its proposal, including the four required projects for the mandatory experience requirement. AR, Exh. 17A, Insight Offer Vol. at 31-43. The agency reviewed Insight's proposal and found one of the projects submitted did not include a project value as required by the solicitation. COS at 5; AR, Exh. 19, Insight Down-Select Notice at 1. Specifically, Insight submitted an REP for a project with Texas Health and Human Services (HHS), for enterprise-wide network services, which

¹ The solicitation was amended 14 times and citations to the RFP are to the conformed version in amendment 14. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Exh. 15A, RFP amend. 14 (Conformed RFP). Citations to the record use the Adobe PDF pagination of the documents produced.

² SEWP VI consists of three categories of IT services: (1) Category A, ITC/AV Solutions (IT, Communication, and Audio Visual); (2) Category B, Enterprise-wide ITC/AV Service Solutions; and (3) Category C-ITC/AV Mission-Based. Conformed RFP at 25-39.

stated its project value was “N/A – State & Local Contract.” AR, Exh. 17A, Insight Offer Vol. at 40; see also COS at 5. Insight’s proposal also did not include a contract number or an order number for this project. AR, Exh. 17A, Insight Offer Vol. at 40; see also COS at 6. As a result, the agency was unable to determine the value of the REP or verify that the project value met the solicitation’s \$30 million minimum requirement and NASA eliminated Insight from the competition. COS at 5-6; AR, Exh. 19, Insight Down-Select Notice at 1.

On February 17, 2026, the agency notified Insight that its proposal had been eliminated from the competition and provided Insight with a written pre-award debriefing. AR, Exh. 19, Insight Down-Select Notice at 1. Thereafter, Insight timely filed this protest with our Office.

DISCUSSION

The protester alleges that NASA unreasonably eliminated its proposal. Insight argues that its failure to include the value of its HHS project in its proposal was obviously a clerical error and because of its detailed description of the project, it should have been clear to NASA that Insight would have been substantially compensated for this work. Protest at 8-10. Insight also contends that NASA could have searched the Texas HHS website to verify the project value. *Id.* Insight argues further that NASA abused its discretion by failing to seek clarifications from Insight. See *id.* at 10-11. The agency responds that the contracting officer was unable to discern the value of the project from other sections of Insight’s proposal or otherwise verify that the project met the minimum \$30 million value based on the information in Insight’s proposal, and the agency was not required to clarify the matter with the protester. Memorandum of Law (MOL) at 5. As discussed below, we find no merit to the protester’s arguments and deny the protest.³

Agency’s Evaluation

In reviewing a protest challenging an agency’s evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. See *SDS Int’l, Inc.*, B-291183.4, B-291183.5, Apr. 28, 2003, at 5-6. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *MVM, Inc.*, B-407779, B-407779.2, Feb. 21, 2013, at 5-6. In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, at 3-4. An offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *Business Integra, Inc.*, B-407273.22, Feb. 27, 2014, at 3. Where a

³ Although we do not address every argument raised by the protester, we have considered all of them and find that none provide a basis upon which to sustain the protest.

proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, at 4. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *MVM, Inc.*, *supra* at 5.

As noted above, the solicitation instructed offerors to submit four projects using the REP template provided with the RFP. Conformed RFP at 105. Each project was to be completed or ongoing within three years of the solicitation release date and have a minimum value of \$30 million. *Id.* The REP template required offerors to input the project value. AR, Exh. 15B, Conformed RFP exh. 1, REP Template; *see also* Conformed RFP at 95 ("Omission of any information from the proposal submission requirements may result in rejection of the offer."). Offerors were required to submit a narrative with the completed REP template that demonstrated the relevance of the project to the requirements of the category the offeror was competing under. *Id.* The solicitation also specifically notified offerors that proposals that did not meet all the solicitation requirements would not be eligible for award and removed from the competition. *Id.* at 118-19.

Insight's proposal identified four projects for the mandatory experience requirement. AR, Exh. 17A, Insight Offer Vol. at 31-43. For one of the projects identified--the Texas HHS project--Insight's proposal listed the project value as "N/A – State & Local Contract." AR, Exh. 17A, Insight Offer Vol. at 40; *see also* COS at 5. Insight's proposal also did not include a contract number or an order number for this project (identifying the contract number as "N/A – State and Local contract" and the order number as "N/A"). AR, Exh. 17A, Insight Offer Vol. at 40; *see also* COS at 6.

After reviewing Insight's proposal, the evaluators found that it "did not include a project value as required by the RFP" for the HHS project. AR, Exh. 19, Insight Down-Select Notice at 1; COS at 5. In response to the protest, the contracting officer explained that he also reviewed both the narrative portion of the pertinent REP, as well as Insight's past performance volume, but he "was not able to determine the required project dollar value" from elsewhere in the proposal. COS at 5. Unable to determine the value of Insight's Texas HHS project, the agency found that Insight's proposal failed to meet the solicitation's \$30 million minimum requirement, and eliminated the proposal from the competition. COS at 5-6; AR, Exh. 19, Insight Down-Select Notice at 1.

Based upon our review of the record, we conclude that the agency reasonably evaluated the disputed REP. As noted above, the solicitation instructed offerors to submit four projects using the REP template provided with the RFP and specified that each project must have a minimum value of \$30 million. Conformed RFP at 105. The solicitation also specified that any proposal that did not meet all of the solicitation requirements would not be eligible for award and removed from the competition. *Id.* at 118-19. There is no dispute that one of Insight's four submitted projects--the Texas HHS project--failed to specify the value of the project or otherwise include the order number or a contract number for the project. While the protester asserts that NASA

should have been able to ascertain the project value based on its narrative description of the work, as noted above, the contracting officer states that he reviewed other aspects of Insight's proposal, including the narrative description for this project and Insight's past performance volume, but was unable to determine the required project dollar value. COS at 5. In this regard, as the agency notes, nothing in the narrative information, including the information cited by the protester, provides the dollar value of the project or any information regarding the dollar value that would demonstrate that the project met the \$30 million requirement. MOL at 5. As referenced above, an offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *Business Integra, Inc., supra* at 3. Here, Insight failed to include the project value as required in the REP template and the agency could not determine the project value based on other information included in Insight's proposal. As such, we find nothing improper regarding the agency's evaluation.

We also find no merit to the protester's assertion that NASA should have searched the Texas HHS website to find the value of the HHS project. Insight does not dispute that its proposal did not provide a contract number or an order number for the HHS project. Indeed, Insight's proposal provided "N/A – State & Local contract" for the contract number and "N/A" for the order number on the REP template. AR, Exh. 17A, Insight Offer Vol. at 40. Because Insight did not provide this information, the contracting officer contends that "NASA could not search publicly available databases to attempt to determine a project or contract value." COS at 6. Moreover, NASA notes that it reviewed the Texas HHS website in response to the protest, but none of the contracts with Insight that were listed on the website corresponded with the performance period provided on the REP template in Insight's proposal. COS at 6; MOL at 7-8; *see also* AR, Exh. 20, Texas HHS Website Info. Accordingly, to the extent the protester argues that the agency should have searched the Texas HHS website to find the value of the project, Insight's proposal lacked the information needed to conduct such a search. We find nothing unreasonable regarding the agency's determination that Insight's HHS project failed to meet the solicitation's \$30 million value requirement. Accordingly, we find that the agency's evaluation was reasonable and deny this protest ground.

Clarifications

Insight argues that NASA should have sought clarifications regarding the value of the HHS project in Insight's proposal. Insight maintains that the agency abused its discretion by failing to conduct clarifications that could have easily resolved the missing project value which, in the protester's view, was a minor clerical error. Protest at 10-11. The agency disagrees that the omission of the value of the HHS project was a clerical error, arguing that allowing Insight to revise its proposal to correct the defect by providing the missing project value would have permitted the protester to make a material revision to its proposal, thereby constituting discussions. MOL at 10. For the reasons discussed below, we find nothing unreasonable regarding the agency's decision not to seek clarifications from Insight.

The provisions at FAR section 15.306 describe a spectrum of exchanges that may take place between a contracting agency and an offeror during a negotiated procurement. Clarifications are “limited exchanges” between the government and offerors that may occur when award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. FAR 15.306; *Satellite Servs., Inc.*, B-295866, B-295866.2, Apr. 20, 2005, at 2 n.2. Clarifications, however, cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of a proposal, or otherwise revise the proposal. *CJW-Desbuild JV, LLC*, B-414219, Mar. 17, 2017, at 3. In contrast, discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal, or provides the offeror with an opportunity to revise or modify its proposal in some material respect. *ADNET Sys., Inc. et al.*, B-408685.3 *et al.*, June 9, 2014, at 16.

Here, Insight failed to provide information that was expressly required by the solicitation and necessary to for the agency to evaluate whether its proposal met the solicitation’s pass/fail experience criteria. To the extent the agency could have resolved the matter through clarifications as the protester contends, it was not required to do so. As we have explained, agencies have broad discretion as to whether to seek clarifications from offerors, and offerors have no right to clarifications regarding proposals.⁴ *J&J Contractors, Inc.*, B-421370, Mar. 30, 2023, at 11-12. Accordingly, Insight has not established that the agency’s actions were improper.

⁴ In support of its protest, Insight cites to three U.S. Court of Federal Claims (COFC) decisions--*Level 3 Comms., LLC v. United States*, 129 Fed. Cl. 487, 504-05 (2016); *BCPeabody Constr. Servs., Inc. v. United States*, 112 Fed. Cl. 502, 512 (2013); and *Griffy’s Landscape Maint. LLC v. United States*, 46 Fed. Cl. 257, 260 (2000). Protest at 10. The protester contends that these decisions stand for the proposition that an agency may not “unreasonably deny an offeror the right to resolve minor errors via clarifications” and that an agency may be found to have abused its discretion if offerors are not permitted to clarify their proposals where errors exist that are clearly clerical or minor. *Id.* The protester maintains that the agency abused its discretion by failing to engage in clarifications here. *Id.* As an initial matter, our Office views decisions by the COFC as persuasive, but not controlling authority in our forum. *CJW-Desbuild JV, LLC, supra* at 4 n.2. In any event, those cases involved situations where the agency was making a single award and the court concluded that the agency had abused its discretion by not seeking clarification about proposals with significantly lower prices. Here, however, the agency is making numerous awards for a large multiple-award indefinite-delivery indefinite-quantity contract vehicle, the agency is in phase I of the competition when price is not a consideration, and the solicitation expressly advises offerors that if they fail to demonstrate that they met the pass/fail criteria in phase I, which included demonstration of required experience, their proposal would be eliminated from the competition.

The protest is denied.

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General Counsel