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Decision

Matter of: Spatial Front, Inc.

File: B-424251; B-424251.2; B-424251.3

Date: May 28, 2026

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DIGEST

1. Protester's various challenges to the agency's evaluation of its technical and management approach are denied where the record shows the evaluation was reasonable, or where the record shows that even if the agency erred, the protester has not established competitive prejudice.
2. Protest that the agency failed to consider the effect of the corporate transaction involving the acquisition of the awardee is denied where the agency reasonably determined that it did not affect the awardee's quotation.
3. Protest that the agency improperly found awardee's quotation eligible for award under the terms of the blanket purchase agreement is dismissed as untimely where the protester had all the information needed to raise this protest ground more than 10 days before raising it in a supplemental protest.
4. Protest alleging exchanges conducted solely with the awardee were unreasonable and unfair is denied where the exchanges did not amount to discussions and therefore the agency was not required to have exchanges with all vendors.

5. Protest challenging the agency's best-value determination is denied where the record shows the agency reasonably determined that the technical superiority of the awardee's quotation warranted the associated price premium.

DECISION

Spatial Front, Inc. (SFI), a small business of Bethesda, Maryland, protests the issuance of a task order to GAMA-1 Technologies, LLC, of Greenbelt, Maryland, under request for quotations (RFQ) No. 1332KP25Q0010, issued by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for various commercial information technology services. The protester contends that the agency miscalculated the protester's technical and management approach; failed to evaluate a corporate transaction involving the awardee; unreasonably determined that the awardee's quotation was eligible for award in violation of the underlying blanket purchase agreement (BPA) terms; engaged in disparate treatment when the agency only conducted exchanges with the awardee; and conducted a flawed best-value determination.

We deny the protest in part, and dismiss it in part.¹

BACKGROUND

On May 29, 2025, NOAA issued the RFQ as a 100 percent small business set-aside to holders of the NOAA mission information technology services (NMITS) multiple-award BPA pursuant to procedures of Federal Acquisition Regulation (FAR) subpart 8.405-3. Agency Report (AR), Tab 1, RFQ at 2, 4.² The RFQ anticipated the issuance of a

¹ Following review of the agency's and intervenor's requests for dismissal and responses, we dismissed SFI's challenge to the availability of key personnel. See Electronic Protest Docketing System (Dkt.) No. 20. The protester alleged that the awardee misrepresented its proposed key personnel availability based on job announcements for certain key personnel positions posted on GAMA-1's website. Protest at 40-44. Based on the existence of these job postings, SFI asserts that at least one key personnel proposed by GAMA-1 is unavailable. *Id.* at 40. We dismissed this protest ground on the basis that SFI failed to provide, at a minimum, credible allegations that were supported by evidence and were sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. In this regard, SFI alleged, without providing evidence, that GAMA-1 will not be able to provide key personnel based solely on job postings. Protest at 40; See *Magellan Fed., Inc.*, B-422803, B-422803.2, Nov. 13, 2024, at 8 (dismissing protest alleging the awardee failed to disclose unavailable proposed key personnel based on job postings). Accordingly, we found that SFI's unsubstantiated allegation that proposed key personnel became unavailable failed to meet our pleading standards. *Warfighter Focused Logistics, Inc.*, *supra*.

² Citations in the record are to the PDF page numbers.

hybrid fixed-price and time-and-materials (T&M) order for a one-year base period and up to four one-year options. *Id.* at 16, 111. The agency is seeking a vendor to provide common services supporting the transition of the National Environmental Satellite Data and Information Service's (NESDIS) scientific software and applications portfolio into NOAA's cloud environment. *See id.* at 87.

The RFQ established a two-phase submission process. Across the two phases, the agency would evaluate three non-price factors and price. Specifically, under phase I, the agency would evaluate two non-price factors: (1) experience and expertise; and (2) recruitment, staffing, and retention strategy. *Id.* at 67-68, 80. Following phase I, some vendors would be invited to submit phase II quotations, which would be evaluated under an additional non-price factor (management and technical approach) and price. *Id.* at 80-81. The RFQ instructed vendors to submit slide decks and advised that they would participate in an oral briefing with respect to the three non-price factors.³ *Id.* at 67-68. The non-price factors were assigned the following order of importance: experience and expertise was the most important factor, followed by the management and technical approach factor, and the recruitment, staffing, and retention strategy factor was the least important of the non-price factors. *Id.* at 81. The non-price factors, when combined were significantly more important than price, but as non-price factors were more equal, price would be more important. *Id.*

Relevant here, under the technical and management approach factor, the RFQ required vendors to address 12 questions during oral briefings. Among other things, vendors had to describe their approach to management of the order, their approach to tracking costs associated with multiple activities, they had to describe their staffing plan, describe their understanding of software engineering activities associated with transitioning science application to operations, whether on premises or in the cloud, and describe their approach for migrating science applications to cloud platforms.⁴ *Id.* at 76-77.

The RFQ stated that for each non-price factor, the agency would assess confidence ratings of high confidence, some confidence, or low confidence, based on a determination of whether a vendor's response increased or decreased confidence in the vendor's ability to perform the task order requirements. *See id.* at 81; *see also* AR, Tab 13, Phase II Consensus Report at 5, 13-18. The agency would issue the task order on a best-value tradeoff basis considering price and non-price factors. RFQ at 80-81.

³ Furthermore, the RFQ advised vendors that oral briefings would be evaluated, including vendors' responses during a question-and-answer period. *Id.* at 68-69. The RFQ further cautioned that while slides would not be "directly evaluated," the agency would review the slide deck content to ensure it aligns with the vendor's oral briefing. *Id.* at 69.

⁴ For example, under question 1, vendors were to describe "their approach to managing this order containing multiple work activities across multiple organizations[.]" *Id.* at 76.

The agency received six quotations under phase I. AR, Tab 15, Source Selection Decision Document (SSDD) at 3. On July 21, the agency invited three vendors, including SFI and GAMA-1 to participate in phase II. *Id.* After phase II evaluations, the agency rated the protester and awardee as follows:

	SFI	GAMA-1
Experience and Expertise	High Confidence	High Confidence
Technical and Management Approach	Low Confidence	High Confidence
Recruitment, Staffing, and Retention Strategy	High Confidence	High Confidence
Price	\$72,078,620	\$122,555,783

AR, Tab 13, Phase II Consensus Report at 4; AR, Tab 15, SSDD at 4.

Relevant here, in evaluating SFI's quotation under the technical and management approach factor, the technical evaluation team (TET) identified five aspects of SFI's quotation that decreased the agency's confidence in the vendor's ability to successfully perform work. See AR, Tab 13, Phase II Consensus Report at 13-17. As a result, the TET assigned SFI a low confidence rating under the technical and management approach factor. *Id.* at 4.

Based on the evaluation summarized above, the TET recommended that the task order be awarded to GAMA-1. AR, Tab 13, Phase II Consensus Report at 23. When performing the best-value tradeoff, the source selection authority (SSA) concurred with the TET and price teams and concluded that GAMA-1 represented the best value and selected GAMA-1 for award. AR, Tab 15, SSDD at 11; Tab 16, Task Order Award at 3. Following its debriefing, SFI filed this protest. Protest at 1.

DISCUSSION

The protester challenges several aspects of the agency's evaluation. Protest at 11-47; Supp. Protest at 5-9; 2nd Supp. Protest at 5-9. SFI challenges the decreased confidence ratings assessed to its quotation under the technical and management approach factor. SFI also argues that the agency failed to reasonably consider the fact that the awardee had undergone a corporate transaction prior to award that should have rendered the awardee's quotation ineligible for award, and that the agency awarded the task order contrary to requirements of the underlying BPA. Furthermore, the protester asserts that the agency engaged in unequal discussions, and conducted a flawed best-

value determination.⁵ Although we do not discuss every argument raised, we have reviewed each issue and conclude that none presents a basis to sustain the protest.

Evaluation of SFI's Confidence under Technical and Management Approach

SFI challenges all five of the decreased confidence findings assessed to its quotation under the technical and management approach factor. SFI asserts that the agency unreasonably assigned the decreased confidence ratings under this factor and argues that the agency "failed to follow the stated evaluation criteria and reached unreasonable conclusions" for its quotation. Protest at 11. The protester also contends that some of the decreased confidence findings were for reasons not contemplated by the 12 questions that the protester responded to in its oral briefing. *Id.* at 14. The agency maintains that it reasonably evaluated the protester under the RFQ and that the "stated evaluation criteria did not limit [the agency's] evaluation to only" the vendor responses to the 12 questions, but that the solicitation's broad language allowed the agency to consider aspects of SFI's approach in areas that were logically encompassed by the 12 questions. See Memorandum of Law (MOL) at 8-9, 14.

Where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, we do not conduct a new evaluation or substitute our judgement for that of the agency. *Washington Business Dynamics, LLC*, B-421953, B-421953.2, Dec. 18, 2023, at 13. Rather, we will review the record to ensure the agency's evaluation and award decision were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Appsential, LLC*, B-419046.2 *et al.*, Jan. 22, 2021, at 10. A protester's disagreement with the agency's judgments, without more, does not establish that an evaluation was unreasonable. *Id.*

Furthermore, while a solicitation must disclose evaluation factors, it need not specifically identify every element an agency may consider during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated factors. *Appsential, supra* at 13. When a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informed vendors of the basis for the evaluation. *ERP Servs., Inc.*, B-419315, Feb. 24, 2021, at 3.

On this record, we conclude that SFI's challenges to its overall low confidence rating resulting from the five decreased confidence findings do not provide our Office with a basis to sustain the protest as the evaluation was reasonable or SFI otherwise fails to demonstrate competitive prejudice. We discuss three examples below.

⁵ SFI initially alleged that the agency failed to mitigate an unfair competitive advantage organizational conflict of interest but withdrew this protest ground after the agency filed its supplemental agency report. See 2nd Supp. Comments at 2.

Decreased Confidence Finding Under Question 3

As detailed above, the agency assigned confidence ratings under the technical and management approach factor based on how vendors addressed 12 questions during oral briefings. RFQ at 76-77, 80, 82. The 12 questions required vendors to describe their approach to management of the order, costs associated with multiple activities, staffing plan, understanding of software engineering activities, and cloud migration, among other requirements. *Id.* at 76-77. In responding to the 12 questions, the RFQ stated that the vendor’s “management and technical approach should be presented in as much detail as practical and include principles and techniques, which may have been applied in performing the work.” *Id.* at 76.

The agency would evaluate a vendor’s “management and technical approach . . . and its propos[ed] key personnel and phase-in approach to determine the Government’s level of confidence that the [vendor] will be able to successfully perform the requirements[.]” *Id.* at 82. Specifically under question 3, the RFQ instructed vendors to “describe their staffing breakdown” under a plan that provides a “high-level summary, a breakdown of the proposed level of effort, and an explanation of the staffing rationale.” MOL at 16; see *also* RFQ at 76.

The TET assigned SFI a decreased confidence rating for question 3 because the number of personnel that SFI proposed for the base year and each option year was below the government estimate; in some cases, the number of proposed personnel was [DELETED] percent lower than the government estimate. The agency explained that the protester’s proposed reduction in staffing “due to the [DELETED]⁶ and [DELETED] [was] not discussed in detail on how these efficiencies would be implemented over the life of the contract and how they arrived at their projections.” AR, Tab 13, Phase II Consensus Report at 14.

The protester argues that the decreased confidence finding is unreasonable because the agency “overlooked pertinent information” in its oral briefing presentation, and instead improperly based its evaluation only on SFI’s slide deck. Protest at 19, 22, 27. SFI provides several examples from its quotation to dispute the agency’s findings that SFI failed to explain its staffing rationale and level of effort. *Id.* at 23-27. In one example, the protester asserts that it explained during the oral briefing how it would use [DELETED] to deliver everything faster, create [DELETED] and have a [DELETED] for each product. *Id.* at 23-24 (citing Protest, exh. E, Oral Briefing Slide Deck at 15-16); AR, Tab 8, SFI Phase II slides at 23-24. The protester also repeatedly pointed to language in the quotation stating that in each option year, SFI would “[c]ontinu[e] to leverage [DELETED]” and that “in anticipation of the increased adoption of [DELETED]” SFI would reduce the number of personnel. Protest at 26-27; Comments at 20.

⁶ The protester describes [DELETED] as an [DELETED] approach to “[DELETED].” Protest at 24 n.10.

On this record, we find no basis to conclude that the agency overlooked “pertinent information” in SFI’s staffing approach. As noted above, the RFQ required that vendors provide a staffing plan that provided a “high-level summary, a breakdown of the proposed level of effort, and an explanation of the staffing rationale.” MOL at 16, see *also* RFQ at 76. The TET explained that SFI failed to explain in detail how efficiencies associated with [DELETED] and [DELETED] would be implemented during the contract and how SFI arrived at their projections for reducing staff. The example provided by SFI does not explain how delivering products faster or [DELETED] would allow them to reduce staff. Furthermore, the statements that increased adoption of [DELETED] would allow for reductions in personnel do not provide detail on how [DELETED] itself would allow SFI to reduce the number of personnel. Indeed, the SSA also stated that SFI failed to explain how these staffing efficiencies will be implemented and as a result, the agency does not have sufficient information to evaluate SFI’s proposed staffing reduction. AR, Tab 15, SSDD at 11. Since SFI did not explain its staffing efficiencies in detail, on this record we find that the agency reasonably concluded that the protester did not adequately address the issue and the agency had a reasonable basis for having decreased confidence in the protester’s ability to perform. This protest ground is denied.

SFI also contends that the agency improperly evaluated only SFI’s slide deck because the language used to describe the decreased confidence finding was in both SFI’s oral briefing script and its slide deck. Comments at 18. SFI maintains that because the agency allegedly ignored other information in the briefing script, this must mean the agency evaluated only the slide deck. We disagree. As explained above, the agency reasonably found that SFI’s plan to reduce staffing led to a decreased confidence finding. The fact that the contemporaneous evaluation documents did not address other aspects of what SFI included in its oral briefing does not demonstrate that the agency evaluated only the slide deck. Indeed, SFI admits that the reason for the decreased confidence finding was included in the oral briefing script, which undermines its argument. On this record, we deny this protest ground.

Decreased Confidence Finding Under Question 1

With respect to question 1, the RFQ advised vendors to describe “their approach to managing this order containing multiple work activities across multiple organizations[.]” RFQ at 76. The agency assigned SFI’s response to this question a decreased confidence finding because the protester failed to demonstrate integration with NESDIS’ product governance and software lifecycle processes.⁷ AR, Tab 13, Phase II

⁷ NESDIS provides “environmental products, information and services to promote and protect the Nation’s security, environment, economy, and quality of life.” RFQ at 86. Furthermore, NESDIS “develops, acquires, and leverages a diverse suite of satellite and in-situ observing system platforms to create products and reports for their stakeholder user community. This includes developing, launching and operating NOAA’s flagship weather satellites, leveraging non-satellite NOAA measurements and
(continued...)

Consensus Report at 13. The TET explained that SFI did not show a “clear understanding” of its role “within the NESDIS product processes and lifecycle standards.” *Id.*

The protester asserts that the agency utilized an unstated evaluation criterion when assigning SFI a decreased confidence rating for its failure to consider how a vendor integrates with “product governance and software lifecycle processes.” Protest at 12, 14-15. SFI contends that “the question (and evaluation criteria regarding the same) relates to managing work across multiple organizations, *i.e.*, the stakeholders, and not how a vendor integrates with product governance and software lifecycle processes.” *Id.* at 15.

The agency responds that the RFQ evaluation criteria permitted NOAA to evaluate all information provided with respect to the vendors’ management and technical approach. MOL at 8. The agency maintains that evaluation of SFI’s role within the NESDIS product process and lifecycle support was included in the broad evaluation scheme in the RFQ or otherwise logically encompassed under question 1, which required vendors to “address the underlying processes and procedures of each organization as well as how it will manage the interaction of such processes and procedures.” *See id.* at 9-10. The agency states that “[i]nherent in the concept of ‘managing’ the order across multiple activities and organizations is how a[] [vendor] is going to address the underlying processes and procedures of each organization as well as how it will manage the interaction of such processes and procedures.” *Id.* at 10.

As noted above, we will review the record to ensure the agency’s evaluation is reasonable and consistent with the solicitation criteria. *Appsential, LLC, supra* at 10. While agencies are not permitted to use unstated evaluation factors in evaluating quotations, an agency properly may consider specific matters that are logically encompassed by, or related to, the stated evaluation criteria, even when they are not expressly identified as evaluation criteria. *AECOM Tech. Servs., Inc., B-422030, B-422030.2, Jan. 2, 2024, at 6.*

On this record, the agency’s evaluation of SFI’s quotation under this question was consistent with the evaluation criteria and the decreased confidence finding was reasonable. Question 1 advised vendors to “describe their **approach to managing this order** containing multiple work activities across multiple organizations[.]” RFQ at 76 (emphasis added). Thus, vendors were expected to explain how they would manage the order, which would encompass more than just explaining how to work with or manage multiple different organizations. SFI’s response focused on each organization’s role, how it would manage communications with the multiple

observations, utilizing partner observing system data from national and international governmental agencies, and acquiring commercial data.” *Id.*

organizations, and how it would engage and understand the various stakeholders.⁸ As the agency found, however, SFI did not provide detail on integrating product governance and lifecycle processes relevant to those organizations. As a result, we find the agency's evaluation reasonable and consistent with the RFQ. *Appsential, LLC, supra* at 10. Furthermore, given the broad language of the question, in our view, the agency's consideration of SFI's role under the NESDIS product process is logically encompassed in considering a vendor's overall ability to manage the order with multiple organizations. See RFQ at 76. Accordingly, we find this evaluation unobjectionable.

Decreased Confidence Finding Under Question 2

SFI challenges the agency's finding that the protester "failed to discuss how the [integrated milestone schedule] IMS and [work breakdown structure] WBS are used to manage work, schedule, and costs as described in the [performance work statement] PWS elements 4.6.2.1.4 and 4.6.2.1.5." AR, Tab 13, Phase II Consensus Report at 13. Relevant to question 2, the RFQ instructed vendors to "describe their approach for capturing, tracking and managing costs associated with multiple work activities." RFQ at 76.

To support its finding, the agency explains that the assigned decreased confidence finding is "consistent with the RFQ's broad evaluation criteria and more specifically is captured by Question 2's explicit language [which] seek[s] a[] [vendor's] approach for capturing, tracking, and managing costs associated with multiple work activities." MOL at 12. In this regard, the agency explains that the PWS required vendors to address its "processes to control, plan, identify issues, monitor and track all work activities" and to "perform an analysis of program costs and milestone performance, utilize processes, documentation, and reporting for all [WBS] elements and Agile-derived elements."⁹ MOL at 11; RFQ at 92. Thus, the agency contends that to the extent the decreased confidence finding assigned to question 2 is not directly tied to solicitation requirements, its evaluation of SFI's approach to implement IMS and WBS to manage "work, schedule, and cost was logically encompassed within Question 2." See MOL at 11-12.

The protester argues that the decreased confidence finding is unreasonable and based on unstated criteria because "[m]anaging work and schedules are different than managing costs and implicate different tools, processes, and procedures." Protest at 18.

⁸ In fact, the agency assessed two increased confidence findings based on SFI's "good understanding of the NESDIS organizations" and for SFI's detailed approach to its proposed engagement with stakeholders. AR, Tab 13, Phase II Consensus Report at 13.

⁹ Furthermore, the agency states there is an "underlying requirement to '[p]rovide and maintain an integrated milestone schedule (IMS) that 'shall span the entire period of performance' and be mapped to 'the [Office of Common Services] OCS IMS and the [] WBS in order to capture and report costs.'" MOL at 11.

On our review of the record, we agree with the protester that the agency improperly assessed its decreased finding based on a requirement that was not contemplated under the evaluation scheme. Here, the question specifically asked vendors to describe their approach for “capturing, tracking and managing **costs** associated with multiple work activities.” RFQ at 76 (emphasis added). Thus, the question was focused on costs incurred by vendors. The agency’s decreased confidence finding, however, focused on managing work and schedule, which are additional considerations not contemplated by the terms of the question. Accordingly, we find that the agency unreasonably assessed this decreased confidence finding to SFI’s response to question 2.

However, based on our review of the record, we find that even with this error there is no possibility of competitive prejudice on this basis. Competitive prejudice is an essential element of a viable protest. *Ruchman & Assocs., Inc.*, B-415400 *et al.*, Jan. 2, 2018, at 6 (no prejudice where the presence of numerous remaining significant weaknesses and weaknesses would support the ultimate evaluation conclusions). Where competitive prejudice is not demonstrated or otherwise evident, we will not sustain a protest, even where a protester may have shown that the agency’s actions arguably were improper. *Enterprise Res. Planned Sys. Int’l, LLC*, B-419763.2, B-419763.2, Nov. 15, 2021, at 7 n.7.

The record demonstrates that the decreased confidence finding related to SFI’s failure to address how IMS and WBS would manage costs and costs was not the only issue affecting the analysis of SFI’s quotation. In evaluating SFI’s approach here, the TET rated the quotation as low confidence based on five findings which decreased the agency’s confidence. See *generally* AR, Tab 13, Phase II Consensus Report at 13-17. Aside from this single decreased confidence finding, we find that the agency reasonably assessed the four remaining decreased confidence findings. Thus, even if the decreased confidence finding related to question 2 were to be removed, four decreased confidence findings would remain.

Furthermore, in finding the awardee a better value than SFI for the best-value tradeoff, the selection decision reflects that the SSA primarily focused on the protester’s “lack of integration with NESDIS processes, not showing a clear understanding of the role of their team within the NESDIS product processes and lifecycle standards, and an unsubstantiated [DELETED]% staff reduction, and an Agile Release Train structure that did not align with existing frameworks.” AR, Tab 15, SSDD at 10. The SSA did not otherwise discuss the decreased confidence finding associated with question 2 in comparing the two vendors.

Accordingly, even where the agency erred in assessing SFI’s quotation with a decreased confidence finding under question 2, correcting this error would not change the results of the competition. We fail to see how removal of this one decreased confidence finding would have changed SFI’s standing in such a way as to put it in line

for award. Therefore, we find that SFI has failed to demonstrate competitive prejudice. Accordingly, we deny this protest ground.

GAMA-1's Corporate Transaction

SFI raises three protest grounds related to a corporate transaction involving the awardee. As background, on January 16, after submission of its quotation but prior to award, GAMA-1 notified the agency that it had entered into a securities purchase agreement under which Axle Ventures LLC would acquire “all of the issued and outstanding equity interests” of GAMA-1. AR, Tab 20, Notice of Corporate Transaction at 3. The notice stated “there will be no change to [GAMA-1's] assets or capabilities[,]” GAMA-1 remains the same legal entity with the “same Unique Entity ID, [commercial and government entity (CAGE)] Code, and Tax Identification Number.”¹⁰ GAMA-1 explained that the corporate transaction “will not result in any change to the current business systems or operations, and all staff resources proposed for this effort, including any key personnel, will remain in place and committed to successful contract performance as proposed.” *Id.* GAMA-1 also informed the agency that as a result of the transaction, it no longer qualified as a small business.

Agency Evaluation of Awardee's Corporate Transaction

The protester alleges the agency failed to evaluate the impact of Axle Venture LLC's acquisition of the awardee, GAMA-1. Protest at 34-35; Comments at 26-33. In this regard, the protester asserts that the acquisition will have drastic effects on GAMA-1's approach under various factors, including experience and expertise; recruitment, staffing and retention strategy; management and technical approach; and price. *Id.* at 34. More specifically, SFI contends “there was no representation that the Transaction did not change the policies, procedures, and practices presented in GAMA-1's quot[ation]; the tools or approaches to how GAMA-1 staffs and deploys its team; GAMA-1's recruitment, retention, and onboarding approaches as proposed; its cost management or timekeeping systems; the tools proposed for operational and security requirements, release management, and test automation; or how GAMA-1 priced the fully burdened hour rates for its employees.” Comments at 33.

The agency states it reasonably concluded the transaction did not impact its underlying evaluation. MOL at 25. Specifically, as noted above, the awardee notified the agency of the acquisition where Axle Ventures would “acquire all of the issued and outstanding equity interests[.]” AR, Tab 20, Notice of Corporate Transaction at 3. Moreover, the

¹⁰ There is a dispute as to the name of the company that acquired GAMA-1. GAMA-1 and the agency refer to the entity as Axle Ventures, LLC, while the protester contends that Axle Informatics, LLC is listed as the “immediate owner” of GAMA-1 in the system for award management (SAM) registration system, and that Axle Ventures does not have a SAM profile. See MOL at 5; see *also* Comments at 26-27; see Dkts. 47 and 48. Because our decision does not turn on the name of the acquiring company, we need not address this factual dispute to resolve the protester's challenges.

awardee stated that GAMA-1 remained the same legal entity and that the acquisition would not change the proposed business systems, operations, staffing resources and key personnel under this requirement. *Id.* Based on this information, the agency determined that the corporate transaction did not impact its evaluation of GAMA-1's quotation because "GAMA-1 remained the same entity, with the same CAGE Code, and . . . all aspects of its proposed performance would be unaffected by the transaction." MOL at 26.

Our protest decisions regarding matters of corporate status and restructuring are highly fact-specific and turn largely on the individual circumstances of the proposed transactions and timing. *VSE Corp.*, B-417908, B-417908.2, Nov. 27, 2019, at 8. Our decisions on the subject generally focus on the reasonableness of an agency's conclusions regarding a corporate transaction. *L3Harris Technologies, Inc.*, B-422006, B-422006.2, Dec. 20, 2023, at 12. Where a corporate acquisition or restructuring does not appear likely to have a significant cost or technical impact on contract performance, the corporate transaction does not render the agency's evaluation and award decision improper. *Enterprise Servs., LLC et al.*, B-415368.2 *et al.*, Jan. 4, 2018, at 19.

As noted above, the agency learned of the transaction directly from GAMA-1, prior to award, and GAMA-1 affirmatively represented that there would be no changes to its assets, capabilities, staffing, or key personnel. COS at 14; AR, Tab 20, Notice of Corporate Transaction at 3. Based on this representation, the agency explains that the transaction did not impact GAMA-1's proposed performance. See MOL at 26; see also COS at 14. Because the transaction involved only an equity sale and change in ownership, and no change in the underlying assets used to perform the work, we find that the agency properly determined that GAMA-1 remained the best-value vendor. Indeed, the same entity that submitted the quotation--GAMA-1--will perform the resulting order and the transaction did not result in a different entity performing the work. See MOL at 26; see also *VSE Corp.*, *supra*. Accordingly, we deny this protest ground.

Awardee's Eligibility Under the BPA Terms

The protester asserts in a supplemental protest filed more than a month after its initial protest that the agency improperly made award to GAMA-1 in violation of the terms of the BPA under which the task order was awarded. Specifically, SFI contends that GAMA-1 was not eligible for award after the corporate transaction because the BPA's plain language provided that holders that recertify to "other than [s]mall are required to notify the contracting officer and will no longer be able to compete for new awards." Supp. Protest at 5; Supp. Comments at 10; AR, Tab 24, BPA at 29. Thus, the protester asserts that award to GAMA-1 was improper because GAMA-1 recertified as an other than small business prior to award. Supp. Comments at 9.

The agency contends that this challenge is untimely and should be dismissed, citing 4 C.F.R. § 21.2(a)(2). Supp. MOL at 3. The agency argues that the protester, as a NMITS BPA holder, was aware of the BPA's terms before its supplemental challenge

was filed. Also, given that SFI had filed a size protest with the Small Business Administration (SBA) challenging GAMA-1 eligibility at the time it filed its initial protest with our Office, the agency argues that SFI was clearly aware of GAMA-1's size status change at that time. See *id.* at 3 (citing Protest at 34 n.14).

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolve protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, at 4. Under these rules, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2).

SFI maintains that its protest is timely. While SFI was aware of the corporate transaction, SFI argues that it did not know the date of the actual transaction or whether GAMA-1 had actually recertified to the agency that it was "other than small" as a result of the transaction. Supp Comments at 7. Thus, SFI asserts that it was not "put on notice" until March 2, 2026, when the intervenor filed its partial request for dismissal, which included as an exhibit the awardee's recertification submitted to the agency. *Id.* at 8.

Our decisions have repeatedly concluded that a protester need not await perfect knowledge before filing a protest. *Wright Brothers Aero, Inc.*, B-423326.2, July 7, 2025, at 4. Moreover, our timeliness rules do not hinge on whether a protester definitively knew of the basis for its protest but rather, as discussed above, require that a protest be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2); *Magnum Multimedia*, B-420227, Nov. 2, 2021, at 5.

We are not persuaded by SFI's argument that it required knowledge of the *actual* dates of GAMA-1's corporate transaction or recertification, because as noted above, a protester need not have perfect knowledge before filing a protest. *Wright Brothers Aero, Inc.*, *supra*. In fact, SFI's initial protest asserted that GAMA-1 had either already recertified, or at least was required to recertify and used this claim to support its initial bases of protest. For example, in its initial protest, SFI stated "[w]hat is certain, however, is that GAMA-1 needed to recertify its small business status when Axle acquired it and could not receive the award given its size status." Protest at 37. The protester further noted that BPA holders were required to notify the contracting officer when they go through a corporate restructuring resulting in a change to other than small, and that "GAMA-1 needed to, and likely did, notify the [a]gency of this change at the BPA level, putting the [a]gency on notice of the restructuring" *Id.* at 35. Because SFI filed its initial protest based on its understanding that GAMA-1 was required to--and likely did--recertify, SFI had all the information it needed to allege that the BPA language quoted above rendered GAMA-1 ineligible for award.

Thus, in order to be timely, SFI was required to file this challenge when it filed its initial protest on February 6, within 10 days of the award notice to GAMA-1. 4 C.F.R. § 21.2(a)(2). Because SFI filed this challenge as a supplemental protest ground on March 12, the protest allegation is dismissed as untimely.

Exchanges with Awardee

The protester argues that the agency acted improperly when it engaged in discussions with GAMA-1 “to address a deficiency” but did not similarly provide SFI the same opportunity to address the decreased confidence findings assessed to its own quotation. Supp. Protest at 6; see *also* Supp. Comments at 12, 14. The protester points to communication between the agency and GAMA-1 that occurred after GAMA-1 had informed the agency about its corporate transaction and that it was no longer a small business. Supp. Comments at 13-14. The record shows that after GAMA-1 informed the agency of its new status as other than a small business, the agency communicated to GAMA-1 that it would begin “off-ramp” proceedings from the BPA. AR, Tab 25, Email from Agency to GAMA-1, Jan. 20, 2026. In response, GAMA-1 explained to the agency why it believed it was still eligible to receive the order despite its new status as being other than small.¹¹ *Id.*, Email from GAMA-1 to Agency, Jan. 20, 2026. The protester argues that these communications amounted to discussions regarding GAMA-1’s eligibility and that the agency improperly considered this information in making the award. SFI maintains that because the agency failed to

¹¹ In one of these communications, the agency emailed GAMA-1 asking whether the acquiring company was “a private equity” firm. AR, Tab 23, Email from Agency to GAMA-1, Jan. 20, 2026, at 3. This email was part of an email string that included an internal agency email exchange, which generally discussed GAMA-1’s eligibility to perform task orders that had already been issued and also stated that the agency was “currently determining the potential impact on [this procurement] and will provide an update shortly.” *Id.* The protester argues that revealing this internal email string provided GAMA-1 with “source selection information” that was “competitively useful and provided GAMA-1 an unfair competitive advantage” because it advised GAMA-1 that the agency had not yet determined its eligibility for award. 2nd Supp. Comments at 2. We disagree. The information at issue concerned GAMA-1’s size status and its potential impact on its eligibility to receive the order. The fact that the agency had not yet determined the effect of the change in size status on GAMA-1’s eligibility for award was not source selection information as identified in the FAR. See FAR 2.101. The FAR defines source selection information by listing types of information “that is prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract.” *Id.* The list includes such things as technical evaluations of proposals, or as here quotations, and reports and evaluations of source selection panels, boards, or advisory councils. *Id.* A statement that the agency had not yet determined GAMA-1’s eligibility for award does not meet this definition. The information also did not provide GAMA-1 with an unfair competitive advantage as it was already aware the agency considered the change in size status as potentially requiring GAMA-1 to off-ramp from the BPA. We therefore deny this protest ground.

advise SFI of its decreased confidence findings, the discussions were unequal and SFI was prejudiced because its overall low confidence rating “proved significant” in the agency’s best-value decision. See Supp. Comments at 14.

The agency contends that it did not engage in discussions with any vendors. The agency asserts that it never communicated to GAMA-1 that it had a deficiency in its quotation, was ineligible for award, or otherwise requested that GAMA-1 submit information discussing its eligibility. Supp. MOL at 8. Instead, GAMA-1 sent the email regarding its eligibility unprompted by the agency. *Id.* The agency also argues that the exchanges were at most a clarification because they did not allow the awardee an opportunity to modify or revise its quotation and the eligibility question would not have required the awardee to change its quotation. *Id.*

Where an agency chooses to conduct exchanges with vendors in a FAR subpart 8.4 procurement, the exchanges, like all other aspects of such a procurement, must be fair and equitable; our Office has looked to the standards in FAR part 15 for guidance in making this determination. *Aurotech, Inc.*, B-413861.4, June 23, 2017, at 10. In this regard, FAR part 15 defines clarifications as “limited exchanges” that agencies may use to allow offerors to clarify certain aspects of their proposals (or in this case, quotations), or to resolve minor clerical mistakes. See FAR 15.306(a)(1),(2); *Sky Solutions, LLC*, B-421139.2, B-421139.3, June 30, 2023, at 6. In contrast, under FAR part 15, discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determining the acceptability of a proposal or quotation or provides the offeror with an opportunity to revise or modify its proposal or quotation. *Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, at 8.

On this record we find that the agency did not engage in discussions at all, let alone unequal discussions. The record shows that GAMA-1 notified the agency about its corporate transaction, which it was required to do, and informed the agency that as a result it was no longer considered a small business. Subsequent to this notification, GAMA-1 communicated with the agency about its change in size status and the impact of this change on its eligibility to receive orders under the BPA. The record does not contain any communication from the agency asking GAMA-1 for input on its quotation or informing GAMA-1 that its quotation had a significant weakness or a deficiency. Moreover, GAMA-1 did not need to revise or modify its quotation in any way to explain why it believed it was still eligible for award or for the agency to make award. In other words, there were no problems with the quotation itself that needed to be resolved; rather the question was whether GAMA-1 as a business entity was eligible for award given its recent change in size status. We find that these communications did not amount to discussions and therefore deny this protest ground.

Best-Value Determination

The protester challenges the agency's best-value decision, arguing that it was unreasonable to select GAMA-1's quotation because SFI offered a lower price, and its quotation met the agency's needs. Protest at 45; Comments at 36-37. SFI asserts that the agency failed to properly justify its decision to issue the task order to GAMA-1 at a price premium of \$50 million. Comments at 38. Furthermore, the protester alleges that the agency's primary reason to withhold award to SFI was the budget risk created by SFI's proposed staffing that was [DELETED] percent less than the government estimate. In this regard, SFI points to the SSA's statement that accepting SFI's quotation and decreased staffing "would necessitate the Government securing additional funding to increase staffing--a prospect that is unlikely due to current and projected budgetary constraints, which introduces budgetary risks to the contract." *Id.* (quoting AR, Tab 15, SSDD at 11). The protester argues the agency's explanation is inconsistent with its decision to award to GAMA-1 at a \$50 million price premium, because if the agency did not have funding to support potential price adjustments to SFI's pricing, then the agency did not have adequate funds to pay GAMA-1's price premium. *Id.* at 39. In response, the agency contends that GAMA-1's quotation was the better value to the government even with its price premium. MOL at 21-22.

When, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for source selection on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to decide whether one quotation's technical superiority is worth its higher price. *Professional Analysis, Inc.*, B-419239, B-419239.2, Jan. 8, 2021, at 8. Agency officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and the extent to which one is sacrificed for the other is governed by the test of rationality and consistency with the solicitation's established evaluation scheme. *Recogniti, LLP*, B-410658, Jan. 21, 2015, at 6. An agency may properly select a more highly rated quotation over one offering a lower price where it reasonably has concluded that the technical superiority outweighs the price difference. *Id.*

Based on our review of the record, we conclude that the SSA performed a comprehensive review and comparison of quotations. Specifically, in its tradeoff determination, the SSA explained:

Overall, GAMA-1's quot[ation] offers a better value than SFI's, despite being \$50,477,163 more than SFI's total evaluated price. The Government determined GAMA-1 to be superior in Factors 1 and 3, with additional benefits during contract performance that justify the higher cost. While the Factor 1 overall confidence rating is the same, the underlying observations for GAMA-1 were superior to SFI's. More importantly, for Factor 3, the Government has significant concerns about SFI's proposed level of effort, which could increase risks during contract performance. Selecting GAMA-1's higher-priced solution is in the Government's best interest because the strengths in their Experience and Expertise, and Management and Technical Approach are expected to reduce overall contract risks. Given the risks associated with SFI's Management and

Technical Approach and the significant importance of non-price factors over price, GAMA-1's superior non-price factors outweigh its additional cost when compared to SFI. Therefore, GAMA-1's quot[ation] represents a better value to the Government.

AR, Tab 15, SSDD at 11.

While SFI complains that the agency based its best-value selection primarily on budgetary concerns, we disagree. As noted above, the SSA conducted a comprehensive review and analysis, considered more than “budget risks,” and reasonably explained the benefits associated with GAMA-1’s higher-rated quotation warranting a \$50 million price premium. Moreover, the agency explains that the risk associated with SFI’s decreased staffing and the potential for the agency to secure additional funding during contract performance “extends beyond budgetary concerns and potentially encompasses gaps in service and a failure to meet the goals and objectives of the PWS.” MOL at 30. In sum, we conclude that the agency’s source selection decision was reasonable and in accordance with the RFQ. SFI’s disagreement with the SSA’s determination does not provide a basis to sustain the protest. *Recogniti, LLP, supra*.

The protest is denied in part and dismissed in part.

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