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Decision

Matter of: Altus Technology Solutions

File: B-424316; B-424316.2

Date: June 12, 2026

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DIGEST

1. Protest challenging the agency's evaluation of proposals under the program management and price factors is denied where the protester has not demonstrated that the agency's evaluation was unreasonable or inconsistent with the solicitation's terms.
 2. Protest arguing that awardee was ineligible for award for failure to comply with the solicitation's System for Award Management registration requirements is denied where argument is based on errors in the awardee's registration that were, at most, minor informalities that did not undermine the validity of the award.
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DECISION

Altus Technology Solutions, a small business of Hanover, Maryland, protests the award of a contract to VetPride-EMI Maintenance Solutions, LLC, a small business of Raleigh, North Carolina, under request for proposals (RFP) No. FA4890-25-R-0006, issued by the Department of the Air Force for operations, maintenance, and support services for primary training ranges. The protester alleges that the agency's evaluation and award decision were unreasonable.

We deny the protest.

BACKGROUND

The Air Force issued the solicitation as a set-aside for small businesses on July 30, 2025, pursuant to Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 3a, RFP at 1.¹ The solicitation sought proposals for the provision of operations, maintenance, and support services for the Air Force Air Combat Command's primary training ranges. Contracting Officer's Statement (COS) at 2; AR, Tab 5, Statement of Work (SOW) at 5. The RFP contemplated award of a fixed-price contract with a 9-month base period and four 1-year option periods. SOW at 1, 5.

The solicitation advised that award would be made on a best-value tradeoff basis considering technical evaluation factors and price.² RFP at 75. Three of the technical subfactors (facility clearance, transition strategy, and technical experience) would be evaluated on an acceptable/unacceptable basis. *Id.* at 76-78. The fourth technical subfactor (program management) would be evaluated and assigned a combined technical/risk rating based on proposed approaches to staffing, quality control, and contractor equipment.³ *Id.* at 76-79. Under the RFP, the price factor would be evaluated based on total overall evaluated price. *Id.* at 79. The solicitation further advised that the agency would consider only the program management subfactor and price in the best-value tradeoff, with the program management subfactor weighted as significantly more important than price. *Id.* at 75.

The Air Force received five proposals by the September 5, 2025, submission deadline. COS at 10. Following discussions and submission of final proposal revisions, the Air Force found Altus and VetPride-EMI to be acceptable under the first three technical subfactors. See AR, Tab 10, Source Selection Decision Document (SSDD) at 2. The agency summarized the relevant evaluation of proposals as follows:

	Altus	VetPride-EMI
Program management	Good	Acceptable
Price	\$106,761,948	\$91,075,323

Id. at 5.

¹ Citations to the record refer to the documents' internal Adobe PDF pagination. The RFP was amended twice. References to the RFP are to the conformed version filed as Tab 3a of the Agency Report.

² More accurately, the RFP identified one technical evaluation factor that was comprised of four subfactors. However, evaluation would be made--and ratings would be assigned--only at the subfactor level; no overall rating would be assigned to the technical factor. RFP at 75-76.

³ The available combined technical/risk ratings were outstanding, good, acceptable, marginal, and unacceptable. RFP at 77.

The Source Selection Authority (SSA) concluded that VetPride-EMI's proposal represented the best value to the agency. *Id.* at 8-9. On February 27, 2026, the Air Force notified Altus of the award. COS at 11. This protest followed.

DISCUSSION

The protester raises a number of challenges to the agency's evaluation. According to Altus, the agency improperly evaluated proposals under the program management subfactor and price factor. Protest at 13-20; Comments & Supp. Protest at 5-27, 35-50. In addition, Altus challenges the reasonableness of the award decision and VetPride-EMI's eligibility for award. Protest at 20-26; Comments & Supp. Protest at 50-60. Although we do not discuss every iteration of every argument raised, we have reviewed each issue and conclude that none presents a basis to sustain the protest.⁴

Program Management

The protester challenges the evaluation of the awardee's proposal and Altus's proposal under the program management technical subfactor. The solicitation established three "aspects" to be considered under this subfactor: staffing, quality control, and contractor equipment. RFP at 78-79. For staffing, the RFP provided that the agency would evaluate the offeror's approach to program management execution and technical understanding based on a site staffing matrix, organizational chart, and key personnel. *Id.* at 78. Under quality control, the RFP required an "integrated quality approach" including the personnel structure, management commitment, monitoring, and testing. *Id.* at 78-79. For contractor equipment, the agency assessed a listing of equipment and the offeror's understanding of equipment status and needs. *Id.* at 79.

The Air Force evaluated Altus's proposal and assigned a combined technical risk/rating of "good." AR, Tab 9b, Final SSA Evaluation Briefing at 30. This rating was based, in part, on the Air Force's identification of a strength in Altus's proposal "for its proactive tire management plan that could prevent delays in mission execution and reducing reliance on external repair services, overall, minimizing downtime." *Id.* The Air Force identified no strengths or weaknesses in VetPride-EMI's program management proposal, and the firm was assigned a technical/risk rating of "acceptable" for this subfactor. *Id.* at 23.

⁴ For example, Altus asserts that "across two rounds of discussions," the agency "coached VetPride-EMI about certain staffing mixes and levels that the agency believed would suffice to meet Solicitation requirements." Comments & Supp. Protest at 27. Altus's argument appears to stem from the fact that the agency provided detailed evaluation notices to VetPride-EMI. *Id.* at 30-33. However, in the absence of disclosure of another offeror's solution--which the protester does not claim--there is nothing inherently improper with an agency providing detailed evaluation notices during discussions. See *Zin Techs., Inc.*, B-422405, B-422405.2, June 13, 2024, at 10 (denying protest alleging inadequate discussions where discussions were necessarily different because they were tailored to offerors' proposals).

VetPride-EMI's Proposal

The protester alleges that the agency's evaluation of VetPride-EMI's proposal under the program management subfactor was unreasonable for several reasons. The gravamen of the allegation is focused on the contention that the Air Force "overlooked" the fact that the awardee did not propose employees dedicated to quality control, but instead proposed to assign responsibility for various elements of the quality control program to employees with other duties such as [DELETED] and staff VetPride-EMI's proposal identified as "[DELETED]." Comments & Supp. Protest at 35-40. The agency responds that its evaluation of VetPride-EMI's approach to quality control as acceptable was reasonable. Supp. COS/Memorandum of Law (MOL) at 36-40.

The evaluation of technical proposals, including determinations regarding the magnitude and significance of evaluated strengths and weaknesses, is a matter largely within the agency's discretion, and a protester's disagreement with the agency's judgment, without more, does not establish a basis for our Office to sustain a protest. *MicroTechnologies, LLC*, B-420196.3, B-420196.4, Jan. 6, 2023, at 5-6; *Automation Precision Tech., LLC*, B-416078, June 5, 2018, at 4. Further, an agency is not required to document determinations of adequacy or explain in the evaluation record why it did not assess a strength, weakness, or deficiency for a particular item. *MicroTechnologies, LLC, supra* at 6. Our Office will not disturb an agency's evaluation of technical proposals unless it is shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *Id.*

Here, Altus's contention--that the agency ignored VetPride-EMI's quality control plan, which relied on employees assigned to quality control in addition to other tasks--is not supported by the record. Rather, the record shows that the Air Force understood and evaluated the awardee's proposal for quality control--including assigned duties for identified personnel--and we find nothing unreasonable with the agency's assessment that there were no weaknesses. See, e.g., AR, Tab 8b, Source Selection Evaluation Board (SSEB) Final Evaluation Report at 22 (discussing VetPride-EMI's "independent Quality Control function" as adequate). Without question, Altus doubts that the awardee can meet the requirements for "continuous" and "autonomous" quality control processes. Comments & Supp. Protest at 35-40. The protester's basis for these doubts, however, is not rooted in any provision of the solicitation that calls for the provision of full-time personnel dedicated to the quality control function. Instead, it is based on the protester's assessment that VetPride-EMI's approach "stands in stark contrast to Altus's quality control approach" of "a full-time Quality Manager" and "dedicated Quality Control Inspectors and Quality Control Representatives at each range, with multiple of those individuals being full-time (or near-full-time) employees." *Id.* at 37-38.

The protester's arguments therefore represent nothing more than its disagreement with the evaluators' judgments, which, without more, is insufficient to establish that the agency acted unreasonably. *Guidehouse LLP; Jacobs Tech., Inc.*, B-420860 *et al.*, Oct. 13, 2022, at 16 (denying protest alleging that agency should have assessed risk in

awardee's proposal based on subcontracting approach that was not prohibited by the solicitation). Accordingly, this protest allegation is denied.

Altus's Proposal

In challenging the agency's evaluation of proposals, Altus contends also that the agency failed to recognize multiple strengths in the firm's proposal. Comments & Supp. Protest at 40-50. Among others, the protester alleges that the Air Force should have awarded a strength under the staffing aspect of the program management subfactor for Altus's proposed use of "its experienced management team currently performing the required services for the agency under the solicitation." *Id.* at 41.

Our review of the record, however, finds nothing in the solicitation required the Air Force to assess a strength for proposing incumbent personnel to staff the requirement. The agency notes that the evaluators did not believe Altus's personnel experience would result in the performance of work at a higher level of quality than would be expected, and Altus fails to explain how its personnel would increase the quality of performance where that experience is "derived from" the current contract and "the broad experience gleaned from other similar contracts." COS at 18. In this regard, the agency evaluators concluded that the personnel Altus identified in its proposal did not significantly exceed the requirements of the RFP to the agency's benefit, and thus, did not warrant the assessment of unique strengths. AR, Tab 18, SSEB Chair Declaration at 6.

The protester takes issue with the Air Force's "post hoc" explanation and argues that it "deserves little or no weight." Comments & Supp. Protest at 41. An agency, however, is not required to explain in the evaluation record why it did not assess a strength for a particular item. *Booz Allen Hamilton, Inc.*, B-420116.6, B-420116.7, Aug. 22, 2022, at 9. In this instance, we find the agency's post-protest explanations provide a detailed rationale that fill in previously unrecorded details and provide credible explanations that are consistent with the contemporaneous record. Accordingly, we find Altus's assertion that the firm should have been assessed strengths under the program management subfactor to be nothing more than disagreement with the agency's evaluative conclusions, which, without more, provides no basis to object to the agency's evaluation. *Trilogy Secured Servs., LLC*, B-420833.9; B-420833.10, July 18, 2024, at 9-10 (denying protest contending that agency failed to assess multiple strengths in protester's proposal).

Price

Altus also raises several challenges to the Air Force's evaluation of price. Primarily, the protester argues that VetPride-EMI failed to propose labor pay rates consistent with the collective bargaining agreements (CBAs) applicable at the various primary training ranges and that the awardee proposed a price too low "to procure, maintain, and service the [DELETED] and [DELETED] the Solicitation requires." Comments & Supp. Protest at 5-27. The agency responds that price, consistent with the solicitation's terms,

was properly evaluated at the total overall evaluated price level. Supp. COS/MOL at 3-24.

At the outset, we note that the manner and depth of an agency's price analysis is a matter within the sound exercise of the agency's discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *Gentex Corp.-W. Operations*, B-291793 *et al.*, Mar. 25, 2003, at 27-28. In reviewing a protest challenging the propriety of an evaluation, we will review to ensure that the evaluation was reasonable and consistent with the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, at 11. In addition, where a solicitation contemplates the award of a fixed-price contract, price realism is not ordinarily considered, since a fixed-price contract places the risk and responsibility for costs and resulting profit or loss on the contractor. *General Dynamics Info. Tech., Inc.*, B-417616.2 *et al.*, Mar. 31, 2020, at 13.

For the price proposal, the RFP here required offerors to only complete the RFP's Section B, "Schedule of Supplies or Services and Prices or Costs." RFP at 71. By individual line items, the Schedule required offerors propose overall fixed prices for program management and prices for each training range for the base and option periods. *Id.* at 3-4. For example, Schedule line item 0002 required a fixed price for the Dare County primary training range for the 9-month base period. *Id.* at 3. Although the solicitation included an Excel spreadsheet with addition details (Attachment 7 to the RFP), the spreadsheet was provided only as "an example . . . to assist with completing" the Schedule, and offerors were not required to use the sample spreadsheet.⁵ *Id.* at 71.

The solicitation advised offerors that the price analysis would be performed "to ensure the Government receives a fair, reasonable, complete, and balanced price" and that the "price of each offeror" would "be evaluated on the" total overall evaluated price (TOEP), "which will be determined by totaling" all Schedule line items. *Id.* at 79. The RFP provided that "[a]ny inconsistency, whether real or apparent between promised performance/technical approach and price, shall be explained in the proposal. Any

⁵ This was reemphasized in the question and answer (Q&A) portion of the RFP when an offeror asked, "Please clarify what is required for Volume II Price." RFP at 516, Q&A No. 61. The agency answered:

offerors are only required to complete the [Section B] Schedule of Supplies or Services and Prices or Costs. No price narrative is required AT THIS TIME. A SAMPLE pricing table excel workbook has been provided to assist in populating the Schedule of Supplies or Services.

Id. Relevant here, the sample Excel workbook contained several tabs that, if completed, provided a higher level of detail and granularity to an offeror's proposed price than what was required by the RFP. AR, Tab 4, RFP, attach 7. For example, there were tabs in the workbook labeled "Escalation," "Transition," and "Overtime Labor Rates," that allowed offerors to submit those additional (non-required) pricing details. *Id.*

significant inconsistency, if unexplained, raises a fundamental issue of the offeror's proposal and may be grounds for the rejection of the proposal." *Id.* At the same time, the solicitation also explained that the agency was "not requesting back up data" and that the "price of each offeror will be evaluated on the TOEP." *Id.* at 516, Q&A No. 60.

Altus specifically disclaims that it is advancing an argument that the solicitation provided for or allowed a price realism analysis. See Supp. Comments at 12 ("Altus has not advanced a price realism argument."). Instead, because VetPride-EMI submitted a completed version of the sample pricing spreadsheet as its price proposal, Altus argues that the Air Force should have examined the detailed labor rates populated within the submitted spreadsheet to conclude that VetPride-EMI failed to adhere to solicitation instructions regarding the use of CBA rates and how to calculate overtime pay. Comments & Supp. Protest at 4-23. In addition, Altus argues that the awardee's "price proposal does not contain the significant amounts required to procure, maintain, and service the [DELETED] and [DELETED] the Solicitation requires," and that the agency should have reviewed the backup pricing information about [DELETED] to find that VetPride-EMI's breakdown was inconsistent with the awardee's "commitment to provide the required [DELETED]." *Id.* at 21.

The problem with Altus's arguments, in this respect, is that they are based on price details at a level below the TOEP, and the RFP was clear that price would be evaluated at the TOEP level only. RFP at 79. Indeed, although VetPride-EMI's price proposal included more granular pricing details, the RFP specifically stated such supporting details (or backup pricing data) were not required, and that the only required pricing information was proposed prices at the Schedule level--*i.e.*, overall fixed prices for the base and option periods for program management and each primary training range. *Id.* at 3-4. The record shows that the agency evaluated TOEPs for all offerors, comparing offerors prices using multiple methods. See AR, Tab 8b, SSEB Final Evaluation Report at 6-7. Thus, to establish that this evaluation was unreasonable, according to the solicitation here, Altus's arguments would have to be founded in the TOEPs. Because the protester's contentions are not based on the solicitation's price evaluation criterion, we see no basis to conclude that the agency should have considered labor rates and other cost breakdowns that were not required to be submitted--must less evaluated--to deem VetPride-EMI's proposal noncompliant and ineligible for award. *The Spectrum Grp. Members, LLC*, B-423756, Dec. 4, 2025, at 9 (denying protest alleging that agency should have considered whether awardee had proposed costs for various requirements in the absence of price realism challenge). To the extent that Altus's complaint is that there is no distinct analysis documenting a review for inconsistencies, we reject the assertion that such a distinct analysis was required by the solicitation.

Moreover, any claim that a different price evaluation method would have been more appropriate is, essentially, a challenge to the terms of the solicitation. To be timely, the protester was required to raise this allegation prior to the closing time for receipt of initial proposals--which Altus did not do. Any such challenge to the solicitation is, therefore, untimely. 4 C.F.R. § 21.2(a)(1); see also, *e.g.*, *American Sys. Grp.*, B-418535, June 9,

2020, at 4 (dismissing as untimely protester's contention that the agency's evaluation was unreasonable where it was consistent with solicitation).

Award to VetPride-EMS

Altus also takes issue with the agency's source selection decision, challenging the agency's tradeoff decision as well as VetPride-EMS's eligibility for award.

Best-Value Tradeoff

The protester contends that because the best-value determination was based on an unreasonable evaluation of proposals, the tradeoff decision is flawed, as a consequence.⁶ Protest at 20. The agency responds that its source selection decision was based on a reasonable underlying evaluation. MOL at 37-44.

As discussed above, we find no reason to object to the agency's evaluation of proposals. Thus, there is no basis to question the source selection authority's reliance upon those evaluations in making the source selection decision. *Thalle Constr. Co., Inc.*, B-421345 *et al.*, Mar. 27, 2023, at 18 (“[D]erivative allegations do not establish an independent basis of protest.”); *DynCorp Int'l LLC*, B-414647.2, B-414647.3, Nov. 1, 2017, at 16. Accordingly, we find no merit to Altus's objection to the agency's selection decision based upon the underlying evaluation of proposals.

Eligibility for Award

Finally, the protester argues that VetPride-EMS was ineligible for award because it did not comply with the solicitation's System for Award (SAM) registration requirements. Comments & Supp. Protest at 22-26. In response, the agency avers that the protester's “conjecture” that VetPride-EMS's SAM registration was “deficient” provides no basis to find the awardee ineligible. Supp. COS/MOL at 41-44.

The solicitation incorporated by reference FAR provision 52.204-7, System for Award Management (NOV 2024).⁷ RFP at 62. The provision states, in relevant part:

⁶ Altus also asserts that “even as evaluated, the Agency ignored discriminators in Altus's favor” as a separate basis to contest the best-value tradeoff. Comments & Supp. Protest at 59-60. The protester, however, does not identify a basis in the agency's evaluation to support its argument. Instead, Altus contends that the agency should have distinguished between VetPride-EMI's and Altus's proposals based on the same proposal features that Altus contends should have been evaluated as strengths but were not. *Id.* Altus's argument, therefore, is merely a restatement of the above allegation that the award decision was impacted by the allegedly unreasonable underlying evaluations.

⁷ After the Air Force issued the solicitation, FAR provision 52.204-7 was updated in Part 52 of the Revolutionary FAR Overhaul (RFO) issued in October 2025. The Department
(continued...)

Registered in the System for Award Management (SAM) means that–

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT [Electronic Funds Transfer] indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

* * * * *

An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

FAR provision 52.204-7(a), (b)(1).

VetPride-EMI is a mentor-protégé joint venture⁸ of VetPride Services, Inc., a service-disabled, veteran-owned small business (protégé) and TechFlow Mission Support, LLC dba EMI Services (mentor). See AR, Tab 20, VetPride-EMI Final Proposal Revision

of Defense has since issued a class deviation to follow Part 52 of the RFO effective February 2026. The solicitation here, however, was not issued pursuant to any class deviation and no party has argued that the RFO version of the clause should apply (or would change our analysis).

⁸ The Small Business Administration’s small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms in order to provide “business development assistance” to the protégé firms and to “improve the protégé firms’ ability to successfully compete for federal contracts.” 13 C.F.R. § 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture as a small business. 13 C.F.R. § 125.9(d).

(FPR) at 7. Here, unlike with other recent challenges under various versions of the FAR provision, there is no dispute that VetPride-EMI had an active SAM registration at the time of proposal submission and award. See Protest at 23 (referring to “VetPride-EMI’s SAM profile in effect” as of the time of proposal submission and award); MOL at 42-43 (VetPride-EMI “had an active SAM profile” throughout the relevant time periods); Intervenor Comments at 4 (referring to protest exhibit “showing VetPride-EMI’s active SAM registration”). In other words, following the steps identified in the definition of registered from FAR provision 52.204-7(a) above, VetPride-EMI had submitted information for the registration, and the government had validated the submission and marked the record active.

Instead, the protester asserts that errors in the information the awardee entered during the registration process render the registration so deficient that the agency should have found the awardee was not, in fact, registered in SAM. Comments & Supp. Protest at 50-58. Specifically, Altus alleges that VetPride-EMI failed to enter “mandatory information” regarding its immediate and highest-level owners and failed to accurately complete the representation and certification regarding the firm’s organization as a mentor-protégé joint venture. *Id.* Both the agency and intervenor assert that any errors in this regard do not implicate issues of the actual identity of the offeror, because VetPride-EMI’s proposal accurately (and completely) presented its organization as a mentor-protégé joint venture within SAM. MOL at 42-43; Intervenor Comments at 4-6; see also AR, Tab 20, VetPride-EMI Final Proposal Revision (FPR) at 7. We agree.

Under similar circumstances, our Office has recognized that minor informalities related to SAM registrations generally do not undermine the validity of the award and are waivable by the agency without prejudice to the other offerors. *L3 Harris Techs. Integrated Sys., L.P.*, B-422943, B-422943.2, Dec. 23, 2024, at 19 n.9; *Phoenix Env’t Design, Inc.*, B-418473, B-418473.2, May 20, 2020, at 3 (denying protest alleging inaccuracy in SAM registration because the protester had not established competitive prejudice). This includes errors, such as those alleged by Altus here, in identifying immediate and highest-level owners. *L3 Harris Techs. Integrated Sys., L.P.*, *supra*. We find no reason to deviate from our prior decisions in this respect. The allegation is therefore denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel