U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Ardmore Consulting Group, Inc.

File: B-423916.2; B-423916.3

Date: July 23, 2026

Aron C. Beezley, Esq., Patrick R. Quigley, Esq., Elizabeth A. Brown, Esq., and Winni Zhang, Esq., Bradley Arant Boult Cummings LLP, for the protester.
Maxwell S. Smart, Esq., Department of Homeland Security, for the agency.
Glenn G. Wolcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency failed to hold meaningful discussions with protester regarding omission of information in the price proposal is denied where agency's communications with offerors did not constitute discussions.

2. Protest challenging evaluation of protester's price proposal is denied where protester's proposal failed to comply with the solicitation provisions regarding submission of a price breakdown.

3. Protest challenging other aspects of the agency's evaluation and source selection decision are dismissed where agency reasonably determined that protester's price proposal was unacceptable.

DECISION

Ardmore Consulting Group, Inc., of Atlanta, Georgia, protests the Department of Homeland Security's award of a contract to T47 International, Inc., of Bowie, Maryland, pursuant to request for proposals (RFP) No. 70LGLY25RGLB00005, to provide uniform and equipment issuance and laundry services for the Federal Law Enforcement Training Centers at Glynco, Georgia. Ardmore protests that the agency failed to conduct meaningful discussions, improperly evaluated Ardmore's proposal, and performed an unreasonable best-value tradeoff determination.

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

BACKGROUND

On August 16, 2025, pursuant to parts 12 and 15 of the Federal Acquisition Regulation (FAR), the agency issued the RFP as an 8(a) small business set-aside,[1] seeking fixed-price proposals to perform uniform and equipment issuance and laundry services for a 12-month base period and four 12-month option periods. Agency Report (AR), Tab 2, RFP at 3.[2] The solicitation provided that source selection would be based on a best-value tradeoff between the following evaluation factors: experience, management/technical approach, past performance, and price. *Id.* at 131-32. The solicitation contemplated a two-phase procurement process; offerors would first submit proposals for evaluation under the experience factor (phase one) and, subsequently, submit proposals for evaluation under the management/technical approach, past performance, and price factors (phase two). *Id.* at 129. The solicitation also advised offerors that the agency "intends to evaluate offers and award a contract without [conducting] discussions." *Id.* at 127.

With regard to evaluation under the non-price factors, the solicitation provided that the agency would assess ratings of low confidence, some confidence, or high confidence under each factor to reflect the agency's level of confidence regarding the offerors' potential for successful contract performance. *Id.* at 133-35.

With regard to price, the solicitation directed offerors to submit fixed-price proposals that "[i]nclude[d] complete identification of all resources required to accomplish the work." *Id*. at 131. More specifically, the solicitation stated: "Offerors shall provide a detailed breakdown of how it arrived at proposed costs as follows: . . . Direct Labor Categories and Rates, . . . Burdened Labor Rates, Site and Individual *Other Direct costs, Overhead,* G&A [general & administrative], and Profit." *Id.* (Emphasis added.) In this context, the solicitation explicitly warned offerors that "**noncompliance with the terms and conditions of this solicitation may cause [an offeror's] proposal to be determined unacceptable.**" *Id.* Finally, with regard to evaluation of price, in addition to providing that prices would be evaluated to determine if they were "reasonable, complete, and balanced," the solicitation stated: "The Government reserves the right to perform a price realism analysis if necessary." *Id.* at 135.

---

[1] Section 8(a) of the Small Business Act authorizes the Small Business Administration (SBA) to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small businesses concerns; this program is commonly referred to as the 8(a) program. *See* 15 U.S.C. § 637(a); 13 C.F.R. § 124.501(a); FAR 19.800.

[2] The page numbers referenced in this decision are PDF page numbers for the various pleadings and documents submitted.

On August 22, several offerors, including Ardmore and T47, provided phase one submissions regarding their prior experience.[3] On September 15, following an agency-level protest, Ardmore filed a protest with our Office, asserting that the period for consideration of prior experience should be extended. On November 18, based on the agency's statement that it would take corrective action by extending the period, we dismissed the protest. *Ardmore Consulting Grp., Inc.*, B-423916, Nov. 18, 2025 (unpublished decision).

On November 26, following the agency's issuance of RFP amendment No. 0004 (which expanded the period for consideration of an offeror's experience from five years to ten years), proposals for evaluation under the experience factor were resubmitted and, thereafter, evaluated. AR, Tab 2, RFP at 166. Ardmore's and T47's proposals both received ratings of high confidence under the experience evaluation factor. AR, Tab 15, Source Selection Decision at 5.

On December 2, the agency issued RFP amendment No. 0005, in which the agency provided instructions to offerors regarding their submission of phase two proposals to be evaluated under the technical/management approach, past performance and price evaluation factors. AR, Tab 2, RFP at 167-84. On December 9, Ardmore and T47 submitted phase two proposals. Upon receipt of the proposals, the agency performed a compliance check to ensure that each proposal had been timely submitted, by an 8(a) firm, with an active SAM (systems for award management) registration, and had been properly signed; thereafter, the phase two proposals were forwarded to the various evaluation teams. Supp. Contracting Officer's Statement/Memorandum of Law (COS/MOL) at 4-5.

On December 3, the Department of Labor issued a revised wage determination applicable to this procurement. AR, Tab 2, RFP at 187-96. On December 17, the agency issued RFP amendment No. 0006, which incorporated the new wage determination and, thereafter, sent the amendment to the offerors. COS/MOL at 4; *see* AR, Tab 2, RFP at 185-86. Specifically, by letter to Ardmore dated December 19, the agency directed Ardmore to "[r]eview this [wage determination] revision and confirm if the revision changes your price proposal."[4] Comments and Supp. Protest, exh. 1, Clarification to Price Proposal at 3. The letter also sought "clarification and/or additional information" regarding two limited aspects of Ardmore's proposal. First, the letter noted that Ardmore's proposal reflected performance by a team comprised of Ardmore and another company, [redacted], and stated: "[i]f a teaming arrangement document exists, provide a copy to be included in [Ardmore's] proposal submission file." *Id.* Next, the letter requested that Ardmore "identify work being performed by both [Ardmore] and [redacted] and the percentage splits" in order to assess compliance with the

---

[3] The other offerors' proposals are not relevant to this protest and are not further discussed.

[4] The other offerors also received this instruction. COS/MOL at 4.

solicitation's "Limitation on Subcontracting" clause. *Id.* Finally, the letter stated that if "any of the above requires a change to [Ardmore's] submitted pricing proposal, provide a revised Amendment 0005 complete with pricing, a revised Excel spreadsheet, and a written narrative explaining the changes." *Id.* at 4.

On December 22, Ardmore responded to the agency's December 19 letter. In its response, Ardmore provided the requested teaming agreement; stated that "[w]e have updated the [p]ricing using the [revised] Wage Determination"; provided a pricing narrative and an updated Excel workbook; and "reiterated" the "work distribution between [Ardmore] and [redacted]." Comments and Supp. Protest, exh. 2, Ardmore Resp. to Clarification to Price Proposal at 19-25.

In January 2026, the agency completed its evaluation of proposals with the following assessments:

	Experience	Management/ Technical Approach	Past Performance	Price
Ardmore	High Confidence	Some Confidence	Some Confidence	$10,957,395
T47	High Confidence	High Confidence	High Confidence	$12,430,564

AR, Tab 15, Source Selection Decision at 5.

In evaluating Ardmore's price proposal, the agency noted that Ardmore's proposal was not responsive to the solicitation requirements. Specifically, the agency noted that Ardmore's proposal "did not provide a breakdown of all costs associated with total price." AR, Tab 14, Price Evaluation Report at 9. More specifically, the agency stated that the price proposal "does not include any overhead cost and does not apply other direct cost (ODC) for the outlaying years as required by the solicitation." *Id.* In this context, the agency added the following analysis:

> The omission [of] ODCs cost elements present a significant risk to contract performance, as the proposed price may not fully account for indirect business expenses or anticipated increases in costs over the contract period. Without overhead, the price may fail to account for essential administrative and operational expense.

Id.

Further, under the heading "Realism/Realistic," the agency stated:

> [Ardmore] submitted a total evaluated price of $10,957,395, which is the lowest price received--approximately [redacted] lower than the Independent Government Cost Estimate (IGCE) target range . . . .

> The lower price could indicate an underestimation of required resources, possible omissions in cost elements, and pricing strategy that may not be sustainable for contract performance.
>
> Based on this analysis, and in accordance with FAR 15.404-1(b) and (d),[5] [Ardmore's] proposed pricing structure is not realistic and does not comply with the solicitation requirements. The proposal is therefore considered unacceptable for award.

Id. at 11-12.

On February 5, the agency selected T47's proposal for award. Following a debriefing, Ardmore filed this protest.[6]

DISCUSSION

In its protest, Ardmore asserts that the agency's communications with offerors following issuance of RFP amendment No. 0006 constituted discussions, and further asserts that because the agency did not advise Ardmore of its failure to comply with the solicitation requirements, the discussions were not meaningful. Ardmore also asserts that the agency's price evaluation was flawed; complains that the agency failed to assess high confidence ratings to Ardmore's proposal under the management/technical approach and past performance evaluation factors; and challenges the agency's best-value tradeoff determination. As discussed below, we find no basis to sustain any portion of Ardmore's protest.

Communications Following RFP Amendment No. 0006

First, Ardmore asserts that the agency engaged in discussions when it requested that Ardmore provide a copy of its teaming agreement and invited resubmission of price proposals due to the revised wage determination. Comments and Supp. Protest at 12. More specifically, Ardmore asserts that, because the agency "affirmatively furnished a revised Wage Determination and explicitly requested a revised proposal," the agency "engaged in discussions with [Ardmore]." Supp. Comments at 4-5. Accordingly,

---

[5] These FAR sections provide for price analysis and cost realism analysis.

[6] Ardmore filed its initial protest on February 12. On February 17, the agency advised our Office that it was "currently shut down due to a lapse in appropriations"; on May 1, the agency advised our Office that it had "resumed normal operations." Letter from Agency Counsel to GAO, Feb. 17, 2026; Letter from Agency Counsel to GAO, May 1, 2026. On May 29, the agency filed its report responding to Ardmore's initial protest. On June 8, Ardmore filed a supplemental protest. Our decision here responds to the allegations raised in both the initial and supplemental protests.

Ardmore maintains that the agency was obligated to advise Ardmore during those "discussions" that its proposal was unacceptable for failing to comply with the solicitation requirements regarding price breakdown.

The agency responds that it "did not hold discussions with any offeror," maintaining that, consistent with the provisions of the solicitation, "award was made without discussions." Supp. COS/MOL at 4; *see* AR, Tab 2, RFP at 127. More specifically, the agency responds that the agency's communication with Ardmore following issuance of RFP amendment No. 0006 constituted "minor clarifications and confirmations." Supp. COS/MOL at 19. In short, the agency maintains that, pursuant to FAR 15.306, the communications "constituted clarifications, not discussions." *Id.* at 19-20. We agree.

Pursuant to FAR 15.306, discussions are exchanges with offerors after the establishment of a competitive range that are tailored to each offeror's proposal, with the intent of obtaining proposal revisions through bargaining, give and take, attempts at persuasion, the alteration of assumptions and positions, and negotiations. FAR 15.306(d). In contrast, clarifications are "limited exchanges" between an agency and an offeror for the purpose of eliminating minor uncertainties or irregularities in a proposal. FAR 15.306(a); *see, e.g., Presidio Networked Sols., Inc. et al.*, B-408128.33 *et al.*, Oct. 31, 2014, at 9-12. In this context, where a solicitation amendment has been issued to all offerors and the agency's communication with offerors does not involve bargaining, attempts at persuasion, altering positions, or negotiations, we do not view the submission of proposal revisions as constituting discussions. *See*, *e.g.*, *Equa Sols., Inc.*, B-409848.2, B-409848.3, Nov. 20, 2014, at 9-10 (acknowledging that "generally, the 'acid test' for deciding whether discussions have been held is whether it can be said that an offeror was provided the opportunity to modify or revise its proposal" but, nonetheless, concluding that the agency's issuance of an amendment to all offerors that "did not involve bargaining, give and take, attempts at persuasion, the alteration of assumptions and positions, or negotiations" did not constitute discussions).

Here, we reject Ardmore's assertion that the agency's request that Ardmore submit a copy of its teaming agreement, identify the division of work between itself and its subcontractor, or resubmit its price proposal to reflect the new wage determination constituted discussions. Specifically, the requests regarding Ardmore's relationship with its subcontractor, or the division of work between the two companies, constituted the agency's request that Ardmore clarify information it had already provided in its proposal--not a request to alter its proposal. Similarly, with regard to resubmission of price proposals to reflect compliance with the new wage determination, the agency was merely providing all offerors an opportunity to update their proposals to reflect the solicitation's most recent requirements; in that context, we do not view the agency's communication as reflecting an attempt to bargain, persuade, or negotiate with the offerors. Rather, we view it as being similar to an agency uniformly allowing offerors to update their proposed prices due to the passage of time. *See Presidio Networked Sols., supra.*

Accordingly, we reject Ardmore's assertion that the agency's communications with Ardmore or the other offerors following issuance of RFP amendment No. 0006 constituted discussions--and, similarly, we reject its argument that the procurement was flawed because the "discussions" were less than meaningful, as the agency was not obligated under these circumstances to advise Ardmore of its failure to meet the requirements in its price proposal. Ardmore's protest in this regard is denied.

Price Evaluation

Next, Ardmore asserts that the agency's price evaluation was flawed for various reasons. Among other things, Ardmore complains that "[submissions of] below-cost price[s] on fixed-price contracts are not prohibited"; there was only a "small price delta" between Ardmore's price and T47's price; and the agency did not show how "cost risk would result in performance risk."[7] Protest at 14; Comments and Supp. Protest at 14. What Ardmore does *not* dispute is that its proposal failed to comply with the solicitation requirements regarding a breakdown of its proposed price--and that the solicitation expressly warned that: "**Offerors are cautioned that any noncompliance with the terms and conditions of this solicitation may cause their proposal to be determined unacceptable.**" *See* AR, Tab 2, RFP at 131.

The agency responds that Ardmore's failure to comply with the solicitation requirements left agency evaluators with insufficient information to evaluate Ardmore's proposed price. COS/MOL at 11-14. Accordingly, the agency maintains that it reasonably concluded that Ardmore's proposal was unacceptable for award. *Id.* at 14; *see* AR, Tab 14, Price Evaluation Report at 12. In short, the agency maintains that its evaluation of Ardmore's price proposal was reasonable and consistent with the terms of the solicitation. We agree.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *The Spectrum Grp. Members, LLC,* B-423756, Dec. 4, 2025, at 5. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated

---

[7] Ardmore also asserts that the agency's evaluation constituted a nonresponsibility determination that required referral to the SBA. Comments and Supp. Protest at 21. We disagree. Where an agency rejects a proposal because it was noncompliant with the solicitation instructions, referral to the SBA is not required. *See*, *e.g.*, *Los Alamos Tech. Assocs., Inc.*, B-421034, Nov. 30, 2022, at 5-7. Similarly, where a solicitation provides for a price realism analysis, an agency's concerns regarding an offeror's low price constitutes an assessment of the offeror's understanding of the solicitation requirements--not a determination of nonresponsibility. *See*, *e.g.*, *Mombo Grp. Int'l*, B-420269, Jan. 11, 2022, at 5-6. Finally, Ardmore asserts that the agency's price evaluation contained minor mathematical errors. Comments and Supp. Protest at 24. Ardmore's allegations in this regard do not provide a basis for sustaining its protest.

evaluation criteria and with applicable procurement statutes and regulations. *Id.* Further, it is an offeror's responsibility to submit a well-written proposal with adequately detailed information that responds to and complies with the solicitation requirements. *See, e.g.*, *Microwave Monolithics, Inc.,* B-413088, Aug. 11, 2016, at 6. In this context, agencies are not required to infer information from an inadequately detailed proposal or to supply information that an offeror did not provide. *See, e.g., Leach Mgmt. Consulting Corp.*, B-292493.2, Oct. 3, 2003, at 5.

Based on the record here, we find no basis to question the agency's evaluation of Ardmore's price proposal. As discussed above, the solicitation specifically directed Ardmore to provide a detailed breakdown of its proposed costs to include "Other Direct costs [and] Overhead," and warned that noncompliance could be a basis for rejecting its proposal as unacceptable. AR, Tab 2, RFP at 131-35. Further, there is no dispute that Ardmore's proposal failed to comply with these requirements. Finally, the agency's contemporaneous evaluation record documents the agency's determination that, due to Ardmore's omission of the required information, its proposed price "may not fully account for indirect business expenses or anticipated increases in costs," "may fail to account for essential administrative and operational expense," and "could indicate an underestimation of required resources." AR, Tab 14, Price Evaluation Report at 9-12. On this record, the agency reasonably concluded that "[Ardmore's] proposed pricing structure is not realistic and does not comply with the solicitation requirements . . . [and] is therefore considered unacceptable for award." *Id.* at 12. Ardmore's complaints regarding the agency's evaluation of its price proposal are without merit, and its protest challenging that evaluation is denied.

Other Allegations

Finally, Ardmore complains that its proposal should have received "the highest possible ratings for the non-price factors" and that the agency's best-value tradeoff decision "was materially flawed." Protest at 11, 18.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an interested party may protest a federal procurement. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the party's status in relation to the procurement. *DNC Parks & Resorts at Yosemite, Inc.*, B-410998, Apr. 14, 2015, at 12. In a post-award context, a protester is generally considered to be an interested party to challenge an agency's evaluation and source selection decision only where there is a reasonable possibility that it would be in line for award if its protest were sustained. *CACI, Inc.-Fed.*, B-419499, Mar. 16, 2021, at 5; *OnSite Sterilization, LLC*, B-405395, Oct. 25, 2011, at 4.

As discussed above, we conclude that, consistent with the terms of the solicitation, the agency did not conduct discussions in making its source selection decision here, and that, due to Ardmore's failure to provide the pricing information required by the solicitation, the agency reasonably found Ardmore's proposal to be unacceptable for award. *See* AR, Tab 14, Price Evaluation Report at 9-12. Further, the record reflects that the agency, in making its source selection decision, reasonably considered that Ardmore's proposal "present[s] a higher risk of unsuccessful contract performance" due to the omissions in Ardmore's price proposal. AR, Tab 15, Source Selection Decision at 26. On this record, Ardmore is not an interested party to further challenge this procurement. 4 C.F.R. § 21.0(a)(1); *see RELM Wireless Corp.*, B-405358, Oct. 7, 2011, at 2-3. Accordingly, Ardmore's remaining protest allegations are dismissed.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel