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Decision

Matter of: ProteQ

File: B-424419.2

Date: July 24, 2026

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DIGEST

Protest that agency improperly found the protester's proposal ineligible for award is denied where the agency reasonably concluded that the protester's proposal omitted required information and the solicitation advised that failure to submit that information would render a proposal ineligible for award.

DECISION

KENTCO Corporation, doing business as ProteQ, of Herndon, Virginia, protests the issuance of a task order to Systems Planning and Analysis, Inc. (SPA), of Alexandria, Virginia, under request for proposals (RFP) No. N0016425R3005, issued by the Department of the Navy, for professional, administrative, engineering, and technical support services. The protester contends that the agency improperly found its proposal unacceptable for failure to include required documentation, and that the agency unreasonably failed to permit the protester to address any oversights through clarifications.

We deny the protest.

BACKGROUND

The agency issued the RFP on April 18, 2025, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5, to firms holding the Navy's Seaport-Next

Generation indefinite-delivery, indefinite-quantity (IDIQ) contracts. Contracting Officer's Statement (COS) at 1-2. The RFP, which the agency amended four times, sought proposals for professional, administrative, engineering, and technical support services across the spectrum of acquisition and program management functions performed by or within Naval Sea Systems Command, Naval Special Warfare, the extended Special Operations Force community, and other Navy Expeditionary Warfare programs. COS at 2; Agency Report (AR), Tab 2, Amended RFP at 10.¹

The RFP contemplated issuance of a single, cost-plus-fixed-fee task order with a 1-year base period and four 1-year options. Amended RFP at 3. The agency would issue the task order to the offeror whose proposal presented the best value to the agency on the basis of three factors: technical; past performance; and cost. *Id.* at 91. The RFP also included a contract documentation factor, which the agency would evaluate on a pass/fail basis. *Id.* Only the contract documentation factor is relevant here.

The RFP's instructions for the contract documentation factor directed offerors to submit information relevant to various matters, including an organizational conflict of interest (OCI) mitigation plan. *Id.* at 88-89. Regarding the OCI plan, the instructions stated as follows:

Offerors shall submit a statement in affirmation or negation whether they have an OCI . . . regarding this solicitation. If OCI issues are present or anticipated, [o]fferors shall provide details and submit an OCI mitigation plan and its corporate policy for resolving as part of their proposal submission. If it is believed that no conflicts of interest exist, then the [o]fferor shall clearly state this, in addition to providing their corporate policy for resolving OCIs.

Id. at 89.

The RFP's evaluation criteria for the contract documentation factor stated, in relevant part:

¹ Citations to the agency report are to the electronic page numbers.

The Government will evaluate the submitted contract documentation to ensure that all the required information has been provided and to verify compliance with all requirements. The Government will assign an adjectival rating of “pass” or “fail” indicating whether the requirements have been fully satisfied. If the Offeror has failed to meet any of the pass/fail requirements, the proposal is ineligible for award and will be eliminated from further consideration. . . . The Government reserves the right to not evaluate other proposal volumes . . . if [an o]fferor is assigned a “fail” adjectival rating under [the contract documentation factor].

Id. at 94.

The agency received three timely proposals in response to the RFP, including from the protester and SPA. COS at 8. The agency evaluated the proposals submitted by the protester and SPA as follows:

	ProteQ	SPA
TECHNICAL	Not Evaluated	Outstanding
PAST PERFORMANCE	Not Evaluated	Substantial Confidence
PROPOSED COST	\$160,029,390	\$126,395,584
TOTAL EVALUATED COST	Not Evaluated	\$130,769,097
CONTRACT DOCUMENTATION	Fail	Pass

Id. at 8-9.

The agency assigned a rating of “fail” to the protester’s proposal under the contract documentation factor for three reasons: (1) the protester had failed to complete all “fill-ins”; (2) the protester had failed to provide its corporate policy for resolving OCIs; and (3) a proposed subcontractor had failed to provide an affirmative statement that it had no OCI. *Id.* at 8. Because of that rating, the agency did not evaluate the protester’s proposal under the other factors and eliminated it from consideration. *Id.*

On March 31, 2026, the agency issued the task order to SPA. *Id.* at 9. After a debriefing, the protester filed a protest with our Office on April 15. *Id.* We dismissed that protest as academic following the agency’s notice of corrective action. *ProteQ*, B-424419, Apr. 24, 2026 (unpublished decision).

Thereafter, the agency reevaluated proposals and again concluded that the protester had failed to submit the information discussed above. COS at 9-10; AR, Tab 6, Contract Documentation Evaluation at 7. On May 11, the agency notified the protester that its proposal again had been found ineligible for award, and that the agency had selected SPA for receipt of the task order. AR, Tab 4, Post-Award Debriefing Letter. The agency further informed the protester that the results of the reevaluation were as follows:

	ProteQ	SPA
TECHNICAL	Not Evaluated	Outstanding
PAST PERFORMANCE	Not Evaluated	Substantial Confidence
TOTAL EVALUATED COST	Not Evaluated	\$129,036,767
CONTRACT DOCUMENTATION	Fail	Pass

Id. at 1.

After completion of a debriefing, the protester filed the instant protest with our Office.²

DISCUSSION

The protester contends that the agency improperly found its proposal ineligible for award for failure to submit information required under the contract documentation factor, challenging all three of the reasons the agency assigned a failing rating to the protester's proposal under the contract documentation factor.³ We conclude that the agency's rejection of the protester's proposal for failure to include the protester's

² As the value of the issued task order exceeds \$35 million, this protest is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

³ The protester also initially alleged that SPA should have been found ineligible for receipt of the task order because it failed to notify the agency that at least one key person proposed by SPA subsequently had become unavailable to perform on the resulting task order. See Protest at 10-12. Our Office previously dismissed the allegation as legally and factually insufficient. Electronic Protest Docketing System No. 20. In this regard, the protester alleged that SPA knew that its proposed program analyst was unavailable based upon a job vacancy announcement posted by SPA during the agency's corrective action for a policy analyst, which the protester alleged matched the RFP's qualification and location requirements for the program analyst position. Protest at 11. Such allegations fail to meet our requirement that protesters must provide, at a minimum, credible allegations that are supported by evidence and are 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 n.3; see, e.g., *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). Moreover, in support of the agency's request for partial dismissal, the intervenor demonstrated that the qualifications and location of performance listed in the announcement cited in the protest matched those listed for a strategy policy analyst--a non-key position--in the RFP's personnel qualifications that were attached as an exhibit to the protest. See Intervenor Resp. to Req. for Partial Dismissal at 5-6 (citing Protest at 10, exhs. 6, 7).

corporate policy for resolving OCIs was reasonable and consistent with the RFP, and the protester therefore cannot demonstrate competitive prejudice with respect to other alleged errors.

The protester alleges that the agency improperly found its proposal to be ineligible for award for failure to include, *inter alia*, its corporate policy for resolving OCIs, contending that the RFP did not contemplate exclusion of a proposal for failure to include that policy. Protest at 12-14; Comments at 2-4. The agency responds that the RFP both required submission of an offeror's corporate policy for resolving OCIs and contemplated exclusion based on the failure to submit that policy, and that the agency therefore reasonably excluded the protester's proposal from consideration in accordance with the RFP's terms. Memorandum of Law (MOL) at 7-11.

In reviewing protests of an agency's evaluation and source selection decision, even in a task or delivery order competition as here, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *INDUS Tech., Inc.*, B-424002, B-424002.2, Feb. 17, 2026, at 4. A protester's disagreement with the agency's judgment, by itself, is not sufficient to establish that an agency acted unreasonably. *Id.* Additionally, where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Tele-Consultants, Inc.*, B-408465 *et al.*, Sept. 27, 2013, at 11.

In its proposal, the protester certified that it had no actual or potential OCI with respect to the solicited requirement. AR, Tab 3, Protester Proposal, Vol. IV, at 7. The protester did not provide its corporate policy for resolving OCIs. See *generally* AR, Tab 3, Protester Proposal, Vol. IV. The protester argues, however, that the RFP did not contemplate exclusion of a proposal for failure to include that policy, pointing to the language of the RFP's instructions. In particular, the protester points to the statement in the instructions that "[f]ailure by an [o]fferor to disclose a potential OCI or to submit an OCI mitigation plan with its proposal may render itself no longer being considered for award." Protest at 12-13 (quoting Amended RFP at 89); Comments at 3 (quoting same). Based on this statement, the protester contends that the RFP contemplated exclusion only for failure to disclose an OCI or to submit an OCI mitigation plan, not failure to submit a corporate policy for resolving OCIs. *Id.*

As the agency and intervenor point out, however, the protester's argument fails to give effect to all of the RFP's provisions. MOL at 9; Intervenor Comments at 3. As an initial matter, the RFP instructed offerors to submit their corporate policy for resolving OCIs, even where they provided a statement that they believed no OCI existed. See Amended RFP at 89 ("If it is believed that no conflicts of interest exist, then the [o]fferor shall clearly state this, *in addition to providing their corporate policy for resolving OCIs.*") (emphasis added). While the protester is correct that the instructions section of the RFP stated that failure to disclose a potential OCI or submit an OCI mitigation plan may result in exclusion of a proposal, see *id.*, the RFP's evaluation criteria for the contract

documentation factor further stated that “[t]he [g]overnment will evaluate the submitted contract documentation to ensure that all the required information has been provided and to verify compliance with all requirements[.]” *id.* at 94. The evaluation criteria also stated that “[i]f the [o]fferor has failed to meet any of the pass/fail requirements, the proposal is ineligible for award and will be eliminated from further consideration.” *Id.* Thus, when read as a whole, the RFP contemplated exclusion of a proposal for failure to provide any of the information required under the contract documentation factor, including an offeror’s corporate policy for resolving OCIs. Consistent with the RFP’s terms, the agency therefore reasonably found the protester’s proposal ineligible for award for failure to include a corporate policy for resolving OCIs.⁴

The protester further alleges that the agency unreasonably refused to permit the protester to address the information missing from its proposal through clarifications. Protest at 18-19; Comments at 7-8. The agency responds that it had no obligation to seek clarifications, and furthermore, that the omissions in the protester’s proposal could not be resolved through clarifications because they were deficiencies that rendered the protester’s proposal ineligible for award. MOL at 15-16.

The provisions at FAR section 15.306 describe a spectrum of exchanges that may take place between a contracting agency and an offeror during a negotiated procurement.⁵ Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. FAR 15.306(a); *Satellite Servs., Inc.*, B-295866, B-295866.2, Apr. 20, 2005, at 2 n.2. Clarifications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. *A. G. Cullen Constr.*,

⁴ While the protester suggests that the RFP was latently ambiguous as to whether a proposal could be eliminated for failure to include a corporate policy for resolving OCIs, Protest at 12; Comments at 4, we conclude that to whatever extent the RFP was ambiguous on this point, any such ambiguity was apparent on the face of the RFP. Accordingly, any ambiguity was patent, and any post-award challenge to those solicitation terms would be untimely. *Patrona Corp.*, B-423282, Apr. 18, 2025, at 13 n.12; 4 C.F.R. § 21.2(a)(1).

⁵ While FAR section 16.505 does not establish specific requirements for discussions in a task order competition, where an agency conducts a task order competition as a negotiated procurement, our analysis will, in large part, reflect the standards applicable to FAR part 15 procurements. See *IBM Corp.*, B-417664, Sept. 18, 2019, at 10; *Ohio KePRO, Inc.*, B-417836.4, B-417836.5, Nov. 4, 2020, at 5. Here, the RFP expressly referenced discussions where it provided that “the [g]overnment reserves the right to award a task order without discussions with respective [o]fferors” but that “the [g]overnment may conduct discussions if deemed in its best interest.” Amended RFP at 90.

Inc., B-284049.2, Feb. 22, 2000, at 5-6. Discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal, or provides the offeror with an opportunity to revise or modify its proposal in some material respect. *ADNET Sys., Inc. et al.*, B-408685.3 *et al.*, June 9, 2014, at 16.

There is no merit to the protester's contention that the agency was required to engage in clarifications with it regarding its corporate policy for resolving OCIs. As discussed above, the RFP's instructions directed offerors to submit that policy as part of their contract documentation volume, and the RFP's evaluation criteria stated that failure to provide all required information under the contract documentation factor--including an offeror's corporate policy for resolving OCIs--would result in a determination that the proposal was ineligible for award. Accordingly, to make its proposal acceptable, the protester would have had to revise its proposal to provide the required policy. Such a material revision to the protester's proposal would have required the agency to conduct discussions, rather than clarifications. *Vysnova Partners, Inc.*, B-420654 *et al.*, July 7, 2022, at 7, *recon. denied*, *Vysnova Partners, Inc.--Recon.*, B-420654.4, Oct. 25, 2022. Consequently, the agency could not have resolved the deficiency through clarifications, as the protester alleges.⁶ Additionally, the RFP advised that the agency "intend[ed] to evaluate proposals and award based upon initial offers[.]" and "reserve[d] the right to award a task order without discussions with respective [o]fferors." Amended RFP at 90. The agency therefore was not required to engage in discussions with the protester to allow the firm to cure the material deficiency that existed in its initial proposal. See, e.g., *CACI Techs., Inc.*, B-411282, June 18, 2015, at 3-4 (denying protest that agency was required to engage in discussions to permit protester to submit missing documents where solicitation advised that the agency intended to issue a task order based on initial proposals without discussions).

For the reasons stated above, we conclude that the agency's determination that the protester's proposal was ineligible for award for failure to include the protester's corporate policy for resolving OCIs was reasonable and consistent with the RFP. We further conclude that the agency did not err in failing to engage in clarifications with the protester to permit it to resolve that deficiency. Accordingly, the agency did not err in excluding the protester's proposal for failure to include the protester's corporate policy for resolving OCIs. Since this one deficiency alone rendered the protester's proposal unacceptable, we do not need to address the protester's challenges to the agency's assignment of the other two deficiencies under the contract documentation factor. In this regard, even if the agency erred in assigning any of the other remaining deficiencies, the protester could not demonstrate it was prejudiced by any error. Competitive prejudice is an essential element of any viable protest; where, as here, the record establishes no reasonable possibility of competitive prejudice we will not sustain a protest even if a defect in the procurement is found. See, e.g., *CAE USA, Inc.*,

⁶ Moreover, as we have stated, an agency is permitted, but not required, to engage in clarifications with offerors. *Vysnova Partners, supra* at 7.

B-414259.6, B-414529.7, Dec. 19, 2017, at 7 (finding no reasonable possibility of prejudice and declining to consider other assessed deficiencies where the assignment of at least one of the deficiencies was reasonable and rendered the protester ineligible for award).

The protest is denied.

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