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

Comptroller General
of the United States

Decision

Matter of: Patriot Contract Services, LLC

File: B-424396; B-424396.2

Date: June 8, 2026

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DIGEST

1. Protest challenging the agency's price reasonableness analysis is denied where the agency evaluated price proposals and made its source selection decision in accordance with the solicitation and procurement statutes and regulations.

2. Protest that the agency engaged in disparate treatment with regard to its price reasonableness analysis is denied where the record shows the difference in evaluations was a result of differences in proposals.

DECISION

Patriot Contract Services, LLC, a small business of Concord, California, protests the award of indefinite-delivery, indefinite-quantity (IDIQ) contracts to multiple awardees under request for proposals (RFP) No. 70Z02326R93280001, issued by the Department of Homeland Security, United States Coast Guard for transportation and logistics support services.[1] The protester contends that the agency conducted an unreasonable price reasonableness evaluation or, in the alternative, disparately evaluated offerors' respective proposed prices.

[1] The awardees are: Bordelon Marine, LLC, of Lockport, Louisiana; Federated Maritime, LLC, of Boca Raton, Florida; Galliano Marine Services, of Cut Off, Louisiana; Hornbeck Offshore Operators, LLC, of Covington, Louisiana; and ThayerMahan, Inc., of Groton, Connecticut.

We deny the protest.

BACKGROUND

On December 8, 2025, the agency issued the RFP for "transportation and logistics support services to enhance Coast Guard operations via Time Charter Lease." Agency Report (AR), Tab B.1, Original RFP at 4; Tab B.2 Statement of Work (SOW) at 1.[2] Under the RFP, offerors were to submit proposals to operate and maintain vessels and "assist the Coast Guard both underway and in-port by enabling personnel to effectively execute U.S. Coast Guard [] missions and objectives." SOW at 1. The RFP was issued under Federal Acquisition Regulation (FAR) part 12 and FAR subpart 16.5, and contemplated the issuance of multiple-award IDIQ contracts. AR, Tab B.10, Conformed RFP at 3. Awards were to be made to "all [q]ualified [o]fferors with a [f]air and [r]easonable [p]rice." *Id.* at 56. Furthermore, to be eligible for award, an offeror must have proposed at least two vessels evaluated as being supported by complete and reasonable pricing. *Id.* at 53.

Concurrent with the award of the IDIQ contracts, the agency also intended to issue initial task orders under the IDIQ contracts. *Id.* at 3. Task orders issued under the IDIQ contracts were to be hybrid fixed-price and cost-reimbursable. *Id.* The RFP provided that award would be made considering price and three non-price evaluation factors: technical capability; management plan; and past performance. *Id.* at 56. Only the offerors found to be technically compliant under the non-price factors would be evaluated under the price factor. Memorandum of Law (MOL) at 6; *see* AR, Tab D.1 Price Evaluation Team Report at 2. Only the price factor is directly relevant to the issues in this protest.

For the price factor, the RFP instructed offerors to complete an IDIQ pricing worksheet. AR, Tab B.10, Conformed RFP at 51. The worksheet required offerors to list each vessel they proposed along with the associated day rate for each vessel. AR, Tab B.8, amend. 1 Pricing Sheet. The RFP provided that each proposal would be evaluated under the price factor for completeness and reasonableness. AR, Tab B.10, Conformed RFP at 53. To determine completeness, the agency would examine whether an offeror's proposed price complied with the instructions outlined in the RFP. *Id.* To evaluate reasonableness, the agency stated the following:

> The Government will evaluate the proposed pricing schedule for reasonableness in accordance with FAR 16.505(b)(3). Proposed prices will be assessed for reasonableness by comparing them to the Independent Government Cost Estimate (IGCE), historical prices paid for similar services, and other relevant pricing data. The pricing schedule will be used to establish maximum ceiling rates or prices for task orders

[2] References to page numbers herein are to the electronic pagination.

> issued under the resulting IDIQ contracts. In the event a vessel day rate cannot be determined reasonable, the vessel will be deemed to have a ceiling rate that is not considered fair and reasonable, and the vessel would not be eligible to be included on the IDIQ.

Id.

The agency prepared IGCE rates for vessels depending on their respective size: small; medium; or large.[3] AR, Tab D.1, Price Evaluation Team Report at 1. Under the agency's price reasonableness assessment, if an offeror's proposed rate for a vessel was 20 percent or more above the agency's IGCE for that vessel, the agency would evaluate whether the additional benefits the vessel provided were worth the associated price premium. *Id.* The IGCE daily rates for each type of vessel for the base period of performance (April 1, 2026 through March 31, 2027) were as follows:

Daily Rate (Small)	Daily Rate (Medium)	Daily Rate (Large)
$24,084.49	$36,410.50	$50,176.45

Id.

The agency received proposals from 18 offerors proposing over 100 different vessels. AR, Tab D.2, IDIQ Price Combined Sheet at 8. Of the 18 proposals the agency received, seven offerors' proposals included 71 vessels that were evaluated for price reasonableness, which included the protester's three proposed vessels: [REDACTED]; [REDACTED]; and [REDACTED]. *Id.* at 16, 18. The agency determined that under its specifications [REDACTED] and [REDACTED] were small vessels and [REDACTED] was a large vessel. *Id.* The protester's proposed rates in comparison to the agency IGCE were as follows:

IGCE Daily Rate Small	$24,084.49
[REDACTED] (Small)	$53,000.00
[REDACTED] (Small)	$53,000.00

IGCE Daily Rate Large	$50,176.45
[REDACTED] (Large)	$62,220.00

[3] The size of each ship was determined based on its available working deck area. AR, Tab D.1, Price Evaluation Team Report at 1. The agency classified a vessel with a deck space in excess of $900m^2$ as large; deck space between $500m^2$ - $750m^2$ as medium; and deck space less than $500m^2$ as small. MOL at 3-4. The agency's size classifications were, in part, based on third-party commercial offshore support vessel (OSV) data that was provided by the Department of the Navy. *Id.* at 3*; see* AR, Tab A.3, NavSea OSV Emails at 2; Tab A.4, October 2025 OSV at 6.

Id. at 5.

The agency calculated that both of the protester's small vessels were 120 percent above the IGCE day rate for a small vessel.[4] AR, Tab D.1, Price Evaluation Team Report at 4. Because the protester's rates for its respective small vessels were more than 20 percent above the IGCE, the agency evaluated both vessels to determine whether any additional benefits associated with the vessels were worth the associated price premium. *Id.* In its evaluation, the agency found that both of the small vessels provided 11 additional accommodations (beds) but ultimately found that these additional accommodations were not enough to justify the price premiums. *Id.* Therefore, because Patriot did not propose at least two vessels with complete and reasonable pricing, the agency found the protester ineligible for award pursuant to the terms of the solicitation. *Id.*

On March 27, the agency notified the protester that it was not selected for award and provided a written debriefing. AR, Tab E.1, Notification to Unsuccessful Offeror at 1; Tab E.2, Patriot Written Debriefing at 1. On March 30, the protester submitted questions to the agency regarding the IDIQ awards. AR, Tab E.3, Debrief Follow Up Questions & Answers at 2-3. The next day, the contracting officer sent a response with answers to the protester's questions. *Id.* at 1-2. On April 6, the protester filed its protest with our Office.

DISCUSSION

Patriot raises two principal grounds of protest.[5] First, the protester argues that the agency conducted a flawed price reasonableness evaluation when it concluded that the

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[4] In its briefing in response to the protest, the agency concedes that its contemporary evaluation report and debriefing materials provided to the protester erroneously stated that the protester's large vessel price was 24 percent below the IGCE. MOL at 7 n.3. According to the agency, "the price evaluation team [PET] [had mistakenly] inverted the percentage difference calculation when comparing the day rates for [REDACTED] to the IGCE day rate for a large vessel. The PET incorrectly found the proposed [REDACTED] day rate to be 24% lower than the IGCE when it was actually 24% higher than the IGCE." *Id.* As reflected in the above calculations, however, the [REDACTED] proposed day rate actually exceeds the IGCE rate for large vessels.

[5] The protester raises other collateral arguments. While this decision does not specifically address all of the protester's arguments, we find that none provide a basis on which to sustain the protest. As one example, the protester argues that the agency's price calculation error described in the debriefing regarding the protester's large vessel price difference from the IGCE misled the protester as to the likelihood of success in filing a protest. Comments at 3. On this point, the protester asserts that it relied on the agency's mistake to its detriment and, therefore, the protester is entitled to at least the cost of filing its protest. *Id.* We find no merit to this argument. Here, Patriot's argument (continued...)

protester's proposed rates were unreasonable.[6] The protester also contends that the agency disparately treated Patriot's proposal with respect to the agency's price reasonableness assessment as compared to other offerors with similar rates above the IGCE day rates that were found reasonable. For the reasons that follow, we find no basis on which to sustain the protest.

Price Reasonableness Assessment

The protester challenges the agency's price reasonableness evaluation on two grounds. First, the protester asserts that the IGCE was flawed because the agency's high-end estimate for the IDIQ ceiling and its 20 percent price premium threshold were arbitrary and represented an unstated evaluation criterion. Comments at 4. Second, the protester argues that the agency failed to meaningfully compare Patriot's proposed prices to other offerors' proposed rates submitted in response to the RFP. *Id.* at 5.

The agency counters that its price analysis methodology aligns with applicable procurement regulations and the RFP's stated evaluation criteria. MOL at 13-14. Moreover, the agency was not required to disclose its 20 percent price premium threshold and the agency did not rely alone on a mechanical threshold to determine price reasonableness. *Id.* at 14-15. Therefore, the agency's price reasonableness analysis was reasonable and in accordance with procurement laws and regulations.

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.--Western Operations*, B-291793 *et al.*, Mar 25, 2003, at 27-28. It is up to the agency to decide upon the appropriate method for evaluation of cost or price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the cost of

(...continued)
is not grounded in an asserted violation of procurement law or regulation, but rather, is derivative of a proclaimed detrimental reliance upon an evaluation error that was favorable to the protester and representations made by the agency contracting officer during the debriefing. Accordingly, because Patriot's argument is not founded upon an alleged violation of a procurement statute or regulation, we conclude that our jurisdiction to resolve bid protests under the Competition in Contracting Act (CICA) does not encompass this cause of action. *See GlobAL Eng'g Servs., LLC*, B-421866, Oct. 2, 2023 at 4 (dismissing protest challenging a proposed award of a contract to the next-lowest bidder where the protester claimed that it relied to its detriment on the agency's assurance that the agency would cancel the solicitation if the protester did not extend its bid acceptance period).

[6] The protester also initially alleged that the agency failed to compare the protester's pricing to historical prices paid for the same or similar vessels. Protest at 11. The protester subsequently withdrew this allegation. Comments at 3.

performance under the competing proposals. *OBX-MCR All., LLC*, B-422266.4, Feb 18, 2025, at 3-4. In reviewing a protest against the propriety of an evaluation, we will review the evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations. *Decisive Analytics Corp.*, B-410950.2, B-410950.3, June 22, 2015, at 11.

Beginning in June 2025, five months before the agency issued the instant RFP, the agency conducted market research to determine an appropriate IGCE to evaluate price. AR, Tab A.1, Market Research Report at 1. To develop the IGCE, the agency first established a high-end estimate for the IDIQ ceiling. MOL at 3. The agency's market research included responses from potential offerors received in response to a request for information (RFI), third-party commercial OSV cost data provided by the Navy, and historical prices from National Science Foundation charters, including lease rates for the Laurence M. Gould (LMG), a 230-foot, ice-strengthened research and supply vessel. *Id.*; AR, Tab A.1, Market Research Report at 3-5. Relevant here, the responses from firms received in response to the RFI ranged from $28,000-$80,000/day, with an average of about $54,000/day. MOL at 3. The average of the RFI responses and the third-party commercial cost reports was $39,000/day. *Id.* Based on its market research and its known requirements, the agency set the ceiling for the IDIQ at $45,000/day. AR, Tab A.2, IGCE HSC-Ocean at 3. After establishing a high-end estimate, the agency used the market rates from the third-party commercial cost reports to create its initial IGCE. MOL at 3. From there, the agency revised the IGCE to account for different sized vessels using the size categories used in the third-party commercial cost reports. *Id.* The agency then finalized the IGCEs by adding $9,000 per day to each size category to account for specific agency requirements. The agency also included a 3 percent escalation rate to the base and each subsequent ordering period to account for inflation. *Id.* at 4.

In challenging the agency's price reasonableness evaluation, the protester first argues that the high-end estimate for the IDIQ ceiling and the 20 percent price premium limit were arbitrarily set and represented unstated evaluation criterion. Comments at 5. Regarding the agency's ceiling estimate, the protester asserts that the midpoint between the low-end and high-end of RFI responses was $54,000 and, thus, the agency's establishment of the ceiling at $45,000 was unreasonable. *Id.* Further, the protester argues that the agency fails to explain why it set its percentage threshold at 20 percent or why 20 percent was meaningful to the price analysis. *Id.* at 4-5.

In response, the agency argues that the high-end estimate for the IDIQ ceiling was not only based on RFI responses, but also on historical rates and data from third-party commercial reports. MOL at 12-14. Further, based on the totality of research the agency used to set the ceiling, it was more than reasonable for the agency to set the ceiling at $45,000 rather than at the midpoint of the RFI responses. *Id.*

As a general rule, a solicitation must be drafted in a fashion that enables offerors to intelligently prepare their proposals in a manner that allows offerors to compete on a common basis. *Raymond Express Int'l*, B-409872.2, Nov. 6, 2014, at 9. A solicitation's evaluation factors and subfactors must be tailored to the acquisition in question. FAR 15.304(a). Agencies are not required, however, to disclose their methodology for evaluating proposals under the stated evaluation criteria. FAR 15.304(d); *360 IT Integrated Sols.*; *VariQ Corp*, B-414650.19 *et al.*, Oct. 15, 2018, at 12. With respect to price, our decisions generally have not required agencies to disclose their specific methods of price analysis in the solicitation so long as the methods are reasonable. *Aspen Ridge Constr. & Consulting*, B-422274, Mar. 28, 2024, at 5.

We find that the protester's arguments are unpersuasive. The protester's principal argument emphasizes the difference between the average of the RFI responses and the agency's high-end ceiling. However, the protester does not address the day rates from the agency's two other market research resources: commercial day rates; and other historical government charter lease day rates. These additional sources had average day rates of $39,715 and $41,350 per day, respectively. MOL at 3. Based on the totality of the agency's market research, which included the commercial day rates, as well as other historical government lease rates, we find it reasonable for the agency to have set the high-end estimate at $45,000. We also find the agency's 20 percent price premium threshold and follow-on price analysis to also be reasonable. As stated above, an agency is not required to disclose its specific method of price analysis in the solicitation so long as the method is reasonable. *Aspen Ridge Constr. & Consulting*, *supra* at 5. Here, we find no basis to conclude that the agency's 20 percent threshold was unreasonable. Furthermore, the record demonstrates that the 20 percent threshold was not mechanically applied, but, rather, was a trigger for additional scrutiny. In this respect, where the price threshold predicated further analysis under another set of criteria, we have generally found the agency's price analysis to be reasonable. *See OBXtek, Inc.*, B-417880 *et al.*, Nov. 25, 2019, at 5 (denying challenge to agency's price realism analysis where the agency was not required to disclose its method of price analysis and the method was reasonable under the circumstances). If a vessel was more than 20 percent of the applicable IGCE threshold, the agency then considered whether the vessel offered additional benefits beyond the requirements under the RFP to justify the price premium. We find this additional criteria and the agency's price analysis as a whole to be reasonable and therefore find no basis to object to the agency's evaluation.

The protester next argues that the agency failed to meaningfully compare the protester's price to the other prices submitted in response to the RFP. Comments at 5-6. Specifically, the protester contends that the RFP's assertion that the price analysis would include "other relevant pricing data" should have included a comparison between offerors' respective prices. *Id.* The protester argues that FAR 15.404-1 specifies that price comparison between offerors is a preferred method of price analysis and that the agency's decision not to do so under these circumstances was unreasonable. *Id.* Had the agency compared the protester's prices to the other awardees' prices, the protester argues that the agency would have found that the protester's prices "were within a reasonable overall range of comparison." *Id.* at 6. The agency argues that it was not required to compare the offerors' prices to each other and that the price methodology that it adopted was reasonable and in accordance with procurement laws and regulations. MOL at 9.

As mentioned above, our Office will not disturb an agency's price analysis unless the analysis lacks a reasonable basis. While, as the protester argues, FAR 15.404-1 provides that comparison of proposed prices is one of two preferred price analysis techniques (along with comparison to historical prices paid), the FAR does not explicitly require an agency to do so. FAR 15.404-1(b)(3). Moreover, FAR 15.404-1(c) allows contracting officers to use a list of price analysis methods as appropriate to the circumstances applicable to the acquisition, including comparison to historical prices, independent government cost estimates, and prices obtained through market research for same or similar items. FAR 15.404-1(b)(2)-(3). Indeed, here the government's IGCE was informed by historical and commercial prices for similar services, as well as market research conducted through an RFI, all of which are expressly contemplated by the FAR as reasonable price analysis techniques. Where the agency's price analysis methods are permitted under FAR 15.404-1 and otherwise reasonable, we find no reason to conclude that the agency's failure to utilize all available price analysis techniques was unreasonable.

Disparate Treatment

The protester's second primary contention is that the agency disparately treated the protester's proposal with respect to the price reasonableness assessment. Specifically, the protester contends that two of the awardees proposed multiple vessels with rates more than 20 percent greater than the IGCE, yet both were assessed as having additional capabilities adding sufficient value beyond the IGCE to warrant their respective associated price premiums. Comments at 6-7. The protester asserts that its vessels also offered additional benefits, but that the agency unreasonably failed to find that these additional benefits warranted the vessels' respective associated price premiums.[7] *Id.* The agency responds that the difference in outcomes between the protester's proposed vessels and the awardees' respective vessels was not due to disparate treatment, but because the awardees' vessels demonstrated additional benefits beyond the RFP's specifications that justified their higher price, unlike the protester. MOL at 15-16.

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[7] To this point, the protester argues that the additional benefits for the [REDACTED] are that it "has a stern-mounted A-Frame and deck winch, removable side bulwarks, a 22' wide open transom, GPS-assisted dynamic positioning, and zero discharge capability;" for the [REDACTED] the protester highlights the ship's partnership with Ryan Marine which the protester argues provides the ship a "geographic premium that the IGCE's Gulf average ignores entirely." Comments at 7.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Insight Tech. Sols., Inc.*, B-420133.2 *et al.*, Dec. 20, 2021, at 11. When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations or proposals. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, at 10; *Deloitte Consulting, LLP; Softrams, LLC*, B-421801.2 *et al.*. Jan. 30, 2024, at 5. To prevail on a claim of disparate treatment, the protester must demonstrate that an agency unreasonably failed to assess strengths for aspects of its submission that were substantively indistinguishable from, or nearly identical to, those contained in the awardee's submission. *Trax Int'l Corp.*, B-424271 *et al.*, May 14, 2026, at 11.

Patriot has not provided our Office with a basis on which to conclude that the agency engaged in disparate treatment. The record does reflect that two awardees submitted proposals with vessels that were priced at least 20 percent above the IGCE. AR, Tab D.1, Price Evaluation Team Report at 3. For both awardees, the agency evaluated the proposed vessels to determine whether they possessed additional capabilities to justify their higher prices. The record shows that each of the awardees' vessels provided significant advantages which reasonably led the agency to find each awardee's higher price to be sufficient. For example, for one awardee's three proposed vessels priced in excess of 20 percent of the IGCE, the agency credited the vessels for not only for having additional accommodations (beds), but also with "additional deck equipment, a higher capacity crane, and flight deck which exceed the [statement of work] requirements and the IGCE basis." *Id.* Similarly, the second awardee proposed six vessels with prices more than 20 percent of the IGCE rates, but the agency similarly found that the vessels had larger cranes and additional accommodations that justified the vessels' price premiums. *Id.* at 3-4.

The protester does not contend that its ships, other than additional accommodations, offer the same benefits that the agency credited to these two awardees' vessels. Instead, the protester argues that its ships offered separate benefits that the agency should have found warranted the vessels' associated price premiums. *See* Comments at 6-7. While the protester may disagree with the agency's assessment over which different, additional features were sufficient to warrant the payment of an associated price premium, mere disagreement over such preferences does not render the assessment unreasonable or serve as sufficient evidence of disparate treatment. Accordingly, we find the record does not reflect disparate treatment. *See Herman Constr. Grp., Inc.*, B-416778.2, B-416778.4, Dec. 21, 2018, at 4 (denying protest ground that protester's proposal deserved a higher rating where the protester's argument amounted to only disagreement with the agency's judgment); *see also Oracle Am., Inc.*, B-417046, Jan. 31, 2019, at 10 n.15 (denying protest alleging that the agency applied an unstated evaluation preference where the agency reasonably found that the awardee's unique approach was preferable to (and, therefore, was more positively evaluated than) the protester's proposed approach); *Cerner Corp.*, B-293093, B-293093.2, Feb. 2, 2004, at 8-11 (same).

The protest is denied.

Edda Emmanuelli Perez
General Counsel