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Decision

Matter of: Red Cedar Harmonia, LLC

File: B-423829.3; B-423829.5

Date: August 27, 2026

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Emily J. Chancey, Esq., and Hunter M. Drake, Esq., Maynard Nexsen PC, for BridgePhase, LLC; Gregory R. Hallmark, Esq., David S. Black, Esq., John M. McAdams III, Esq., and Ben R. Smith, Esq., Holland & Knight LLP, for Peregrine Digital Services, LLC, the intervenors.

Richard W. Postma, Esq., Department of Homeland Security, for the agency.

Glenn G. Wolcott, Esq., Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency's evaluation of protester's quotation was reasonable and consistent with the terms of the solicitation and the protest allegations regarding that evaluation are denied.
2. Protester's allegations regarding alleged flaws in the agency's evaluation of the awardees' quotations fail to state sufficient bases for protest and are dismissed.

DECISION

Red Cedar Harmonia, LLC (RCH) of Leesburg, Virginia, protests the issuance of task orders to Peregrine Digital Services, LLC, of Arlington, Virginia, and BridgePhase LLC, of Mount Jackson, Virginia, pursuant to request for quotations (RFQ)

No. 70SBUR24Q00000106, issued by the Department of Homeland Security, United States Citizenship and Immigration Services, to support the agency's enhancement of its information technology (IT) systems. RCH challenges the agency's evaluation of its quotation and speculates that the agency's evaluation of the awardees' quotations was flawed.

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

BACKGROUND

On August 5, 2024, pursuant to subpart 8.4 of the Federal Acquisition Regulation (FAR), the agency issued the resources for innovation and enterprise readiness solicitation, or the “RIVER RFQ,” as a total small business set-aside to contractors holding General Services Administration’s multiple-award schedule IT professional services contracts. See AR, Tab 11, RFQ amend. 9 at 1-2.¹ The solicitation sought IT services and support for two agency portfolios: benefits and mission services. *Id.* This protest pertains only to the procurement for the benefits portfolio, under which the agency “provides quality systems to process immigrant applications and benefit requests.” AR, Tab 6, Performance Work Statement (PWS) at 6.

With regard to the benefits portfolio, the solicitation contemplated issuance of “up to three” time-and-materials and fixed-price task orders, and provided that the agency’s source selection decisions would be based on a best-value tradeoff between the following evaluation factors, listed in descending order of importance: corporate experience, code challenge, and price. AR, Tab 11, RFQ amend. 9 at 46, 60. The solicitation further provided for a two-phase procurement process, with vendors submitting quotations that addressed the corporate experience requirements in phase one and, thereafter, submitting quotations that addressed the code challenge and price requirements in phase two.² *Id.* at 55-56. In evaluating vendors’ quotations under the non-price factors, the solicitation provided that the agency would assign ratings of high confidence, some confidence, or low confidence, reflecting the agency’s level of confidence that the vendor “understands the requirement . . . and will be successful in performing the task order.”³ *Id.* at 65.

With regard to the code challenge, the solicitation provided that vendors would be given a “problem statement” and, during a 14-day period, would be required to “propose a solution . . . that demonstrates their abilities to successfully accomplish the [required]

¹ The page numbers referenced in this decision are PDF page numbers for the various pleading and documents submitted.

² The solicitation provided that vendors submitting the most highly rated quotations in phase one would be invited to proceed to phase two. AR, Tab 11, RFQ amend. 9 at 55.

³ More specifically, the solicitation defined a high confidence rating as applicable where “[t]he Government has High Confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with little or no Government intervention,” and defined a some confidence rating as applicable where “[t]he Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with some Government intervention.” *Id.* at 65.

design, programing, testing and deployment,” followed by a live demonstration.⁴ *Id.* at 56. The solicitation provided that, during the live demonstrations, each vendor would present its proposed solution, respond to questions from the agency, and implement requested enhancements or changes.⁵ *Id.* In this context, the solicitation advised offerors that, as part of the demonstration, “[t]he government will provide a product owner and observers,” and further stated: “[t]he product owner will answer relevant questions.” *Id.* at 58. Finally, the solicitation identified specific aspects of a vendor’s proposed solution and live demonstration that the agency would consider in its evaluation under the code challenge factor, including “[t]he extent to which the quoter produces . . . code that correctly implements desired functionality and follows current industry standard” and “[t]he extent to which the quoter provides a high-quality user experience by understanding user needs.” *Id.* at 62-63.

On August 12, 2025, following the submission and evaluation of quotations by multiple offerors, including RCH, Peregrine, and BridgePhase,⁶ the agency issued task orders to three vendors. AR, Tab 30, Source Selection Decision Document (SSDD) at 2. On August 15, an unsuccessful vendor filed a protest with our Office, challenging the agency’s evaluation and source selection decision. *Id.* at 2-3. On August 22, the agency elected to take corrective action by “tak[ing] a second look at the quotations, the evaluation and the notifications” and “mak[ing] a new source selection decision if necessary;” accordingly, we dismissed the protest as academic. *LightFeather IO, LLC*, B-423829, Sept. 3, 2025 (unpublished decision).

Thereafter, the agency amended the solicitation and sought revised phase one and phase two quotations from the vendors. AR, Tab 30, SSDD at 4. In December 2025 and January 2026, quotations were again submitted by multiple offerors, including RCH, Peregrine, and BridgePhase, and code challenge demonstrations were conducted. The quotations were subsequently evaluated as follows:

⁴ As ultimately amended, the problem statement assumed the agency’s need to create a “lottery system” for selecting applicants to fill 50 available positions. Vendors were directed to create a “web interface” that “allows individuals to apply for the lottery online.” AR, Tab 15, Code Challenge Instructions at 1.

⁵ The problem statement and subsequently-requested enhancements were the same for all vendors.

⁶ The other vendors’ quotations are not relevant to this protest and are not further discussed.

	Corporate Experience	Code Challenge	Price
RCH	High Confidence	Some Confidence	\$225,019,750
Peregrine	High Confidence	High Confidence	\$219,949,556
BridgePhase	High Confidence	High Confidence	\$205,782,017

Id. at 4.

The agency's assessment of a "some confidence" rating for RCH's quotation under the code challenge factor reflected the agency's identification of seven areas of "increased confidence," and six areas of "decreased confidence" in RCH's quotation.⁷ *Id.* at 8; AR, Tab 27, Technical Evaluation Team (TET) Report at 37-38.

For example, in identifying areas of the quotation that decreased the agency's confidence in RCH's demonstrated solution, the agency noted that "[RCH] had no interaction with the government's designated Product Owner . . . and many assumptions were made" which "the Product Owner could have clarified if asked." AR, Tab 27, TET Report at 37; AR, Tab 30, SSDD at 9. The agency further noted that RCH's demonstrated solution "was overly simplistic and did not deliver an effective user experience"; "bypassed testing . . . and pushed the code directly to production"; imported data manually rather than "us[ing] any data migration tools"; and "did not function as required," elaborating that "team members were able to enter incorrect addresses, which were validated as successful and subsequently saved . . . despite being erroneous."⁸ AR, Tab 27, TET Report at 38.

On May 12, the agency issued task orders to Peregrine and BridgePhase. On May 22, following receipt of a brief explanation, RCH submitted this protest.

DISCUSSION

RCH first challenges the evaluation of its own quotation, asserting that each of the various areas the agency identified as decreasing the agency's confidence was "unreasonable," and further complaining that the agency "failed to recognize" aspects of the quotation that "merited . . . positive recognition." Protest at 14, 20. Next, RCH

⁷ In evaluating quotations under the non-price factors, the agency identified "elements of the quoter's submissions that either increase[d] or decrease[d] the Government's confidence." AR, Tab 27, TET Report at 3.

⁸ The vendors were instructed that an applicant's "mailing address" and "physical address" were to be "validated against USPS [United States Postal Service]." AR, Tab 15, Code Challenge Instructions at 2.

asserts that the agency's evaluation of the awardees' quotations was flawed.⁹ As discussed below, we deny or dismiss all of RCH's allegations.¹⁰

Evaluation of RCH's Quotation

RCH challenges each of the agency's assessments of decreased confidence under the code challenge evaluation factor. Protest at 14-20. With regard to each assessment, RCH maintains that the agency applied unstated evaluation criteria. *Id.*

For example, RCH asserts that the agency's criticism of RCH for failing to engage with the product owner "reflects the application of an unstated evaluation criterion" because "[n]owhere did the RFQ announce any expectation that quoters interact or engage with the Product Owner." *Id.* at 15. Further, RCH asserts that "[n]o one identified themselves as the Product Owner during introductions," elaborating that "the only indication that a Product Owner was even present came . . . late in the three-hour implementation period [when RCH was advised] that the Product Owner was stepping away." *Id.*

The agency responds to RCH's assertion that the product owner was not identified by pointing to the transcript of the recorded demonstration where, just prior to beginning the 3-hour implementation period, the agency stated, "[t]he government will provide a

⁹ RCH raises arguments that are in addition to, or variations of, the specific protest allegations discussed below. We have considered all of RCH's allegations, specifically including its complaints regarding the agency's evaluation of RCH's quotation under the corporate experience factor (under which RCH's quotation received the highest possible rating), and find no basis for sustaining its protest.

¹⁰ On August 3, another unsuccessful vendor in this procurement, LightFeather IO, LLC, filed a protest at the Court of Federal Claims. On August 5, the agency responded by stating that it would take corrective action by considering whether to issue a third task order to LightFeather, and characterized that action as a "supplemental source selection decision"; the agency subsequently elaborated that its "supplemental" decision would not include consideration of any other unsuccessful vendor, including RCH. Def.'s Notice of Intent to Take Corrective Action, *LightFeather IO, LLC v. United States*, No. 26-1104, Aug. 5, 2026, at 1; Agency Supp. Briefing at 2; Agency Resp., Aug. 13, 2026, at 2. Upon receiving notification of the agency's pending corrective action, RCH asserted that "GAO should not resolve RCH's protest on the merits while the procurement is open"; noted that "generally," GAO will decline to rule on a protest where an agency takes corrective action that will "potentially alter prior procurement actions," see, e.g., *Odyssey Sys. Consulting Grp., Ltd.*, B-418440.8, B-418440.9, Nov. 24, 2020, at 8; and further noted that "RCH can file a new protest if the Agency ultimately makes an award to LightFeather." RCH Resp. to Notice of Supp. Briefing, Aug. 10, 2026, at 3. Nonetheless, RCH has not filed a protest challenging the agency's stated intent to exclude RCH from consideration in its pending action. Accordingly, we are considering RCH's protest allegations as discussed below.

product owner, which is [redacted],” a named individual,¹¹ adding that “the product owner will answer relevant questions during the exercise.” AR, Tab 4, TET Chair’s Statement at 5; AR, Tab 23, Transcript Pt. 1 at 31. In response to RCH’s assertion that the solicitation gave no indication that contractors were to “interact or engage” with the product owner, the agency points out that, under the headings “User Story Collaboration” and “User Centered Design,” the PWS specifically stated that the contractor will be required to “[w]ork with the . . . product owner . . . to refine and groom user stories”¹² and “design application solutions.” AR, Tab 4, TET Chair’s Statement at 3-4; AR, Tab 6, PWS at 13. Further, the agency notes that the solicitation advised vendors that, in evaluating quotations under the code challenge factor, the agency would make assessments regarding the agency’s level of confidence that the vendor “understands the requirement . . . and will be successful in performing the task order.” See AR, Tab 11, RFQ amend. 9 at 65. Accordingly, the agency maintains that its criticism of RCH for failing to interact with the product owner during the live demonstration was based on RCH’s failure to demonstrate the approach that will be required of the successful vendor and, therefore, the criticism was consistent with the terms of the solicitation and formed a reasonable basis for decreasing the agency’s confidence in RCH’s potential for successful task order performance.

By way of another example, RCH complains that the agency “unreasonably downgraded” its quotation on the basis that RCH’s “address resolution did not function as required.”¹³ Protest at 19. RCH does not dispute that its solution permitted the entry of incorrect addresses, but asserts that the agency’s criticism was unwarranted because the solicitation did not specify *when* addresses were to be validated. *Id.* In this context, RCH asserts that “under [its] plan,” the addresses were to be “validated later”—that is, at some point after the information had been entered and saved to the applicant’s profile. Comments at 17.

The agency responds by first noting that the code challenge instructions provided specific steps for an applicant to follow, including: (1) entering information; (2) uploading supporting documentation; and (3) submitting the application. See AR, Tab 15, Code Challenge Instructions at 2. The agency further points out that, under the first heading, “Enter Applicant information,” the instructions stated: “Mailing address (validated against USPS),” and “Physical address (validated against USPS).” *Id.* Accordingly, the agency maintains that the solicitation clearly sought address validation at the time the information was entered and, because RCH’s proposed solution permitted the entry of incorrect addresses, which were then saved to the applicant’s file despite being erroneous, the agency reasonably determined that RCH’s solution did not

¹¹ [Redacted], the same named individual, had previously introduced himself as a member of the TET team. AR, Tab 23, Transcript Part 1 at 3.

¹² The PWS defines “user stories” as “a prioritized list of tasks and issues the user is trying to address.” AR, Tab 6, PWS at 11.

¹³ As noted above, vendors were instructed that certain addresses were to be “validated against USPS.” AR, Tab 15, Code Challenge Instructions at 2.

function as required. Contracting Officer's Statement (COS) at 7; AR, Tab 4, TET Chair's Statement at 13-14.

Finally, RCH asserts that the agency "failed to recognize several aspects of RCH's Code Challenge performance that merited--but did not receive--positive recognition." Protest at 20. In this context, RCH refers to "Microservices Architecture," "DevSecOps [development, security, and operations] and Security," "Authentication and Authorization," "API [application programming interface] Integration," and "Innovative Features Exceeding Requirements," as areas of its solution for which the agency was obligated to have made "increased confidence" assessments. *Id.* at 20-22.

In response, the agency states that it has reviewed RCH's assertions and stands by its prior determinations that each of the areas identified in RCH's protest met, but did not exceed the solicitation requirements in a manner warranting the "positive recognition" RCH's asserts was appropriate. More specifically, the agency identifies various specific "sub areas" the agency considered--including "configuration, logging, and communication" under "Microservices Architecture"; "automated test execution, automation, deployment configuration, and vulnerabilities" under "DevSecOps and Security"; "RBAC [role-based access control] and encryption" under "Authentication and Authorization"; and "documentation, error handling, authentication and security" under "API Integration." COS at 8. After reviewing each of these areas, the agency maintains that RCH's solution "did not go beyond what would be expected, and/or was simply not remarkable enough" to warrant recognition. *Id.*

Where, as here, an agency issues an RFQ to holders of FSS contracts under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, at 5. In this regard, a protester's disagreement with the agency's judgment, by itself, is insufficient to establish that the agency acted unreasonably. *Id.* at 6. Further, when evaluating proposals or quotations in a task order competition, an agency may properly take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. *Technology Info. Sys., LLC*, B-424087, B-424088, Jan. 26, 2026, at 5. Finally, an agency's judgment that aspects of a proposal or quotation did not significantly exceed the solicitation's requirements is a matter within an agency's discretion, and the agency is not required to document determinations of adequacy. *See, e.g., Reston Consulting Grp., Inc.*, B-423493 *et al.*, Aug. 1, 2025, at 4-5; *Deloitte & Touche LLP*, B-420038, Oct. 28, 2021, at 9.

Based on our review of the entire record, we find no basis to question any aspect of the agency's evaluation of RCH's quotation. For example, the solicitation's PWS clearly advised vendors that the awardee will be expected to coordinate and "work with" the customer, through the product owner, in order to facilitate a "high-quality user experience by understanding user needs." *See* AR, Tab 11, RFQ amend. 9 at 63; AR, Tab 6, PWS at 12-13. The record further establishes that, contrary to the protester's

assertions, the agency clearly identified both the presence and the identity of the agency-provided product owner, and specifically reminded RCH that he was there to answer RCH's questions; yet, RCH failed to engage with him during its live demonstration. Accordingly, the agency reasonably determined that RCH's failure to interact with the product owner during the demonstration decreased the agency's confidence that RCH understood the solicitation requirements and would be successful in performing the task order.

Similarly, in its various protest submissions, RCH has provided no meaningful basis to question the agency's determination that RCH's approach to validating applicants' address information was inconsistent with the terms of the solicitation and the agency's instructions. Specifically, the validation requirement was clearly presented as part of the information entry requirements and, as noted above, the solicitation provided that the agency would assess "the extent to which the quoter produces . . . code that correctly implements desired functionality." See AR, Tab 11, RFQ amend. 9 at 62. Accordingly, the agency reasonably determined that this aspect of RCH's demonstration decreased the agency's confidence that RCH would be successful in performing the task order.

Finally, RCH's various complaints regarding aspects of its quotation that it believes warranted "positive recognition" fails to establish that the agency's evaluation was unreasonable. To the contrary, the record supports the agency's assertion that it gave thorough consideration to RCH's quotation, including the aspects identified by RCH's protest, but concluded that the quotation met, but did not exceed the solicitation requirements. The agency's judgments in this regard were within the reasonable exercise of its discretion and, as noted above, procuring agencies are not required to document determinations of adequacy.

Overall, based on our review of the record here, we reject all of RCH's various complaints regarding the agency's evaluation of its quotation. Accordingly, its protest challenging that evaluation is denied.

Evaluation of Awardees' Quotations

In challenging the agency's evaluation of the awardees' quotations, RCH first alleges that the agency's evaluation under the corporate experience factor was flawed because RCH's internet search regarding one of the awardee's (BridgePhase) showed that its "federal contract awards . . . are predominantly small, discrete task orders" that are less than \$30 million and, therefore, should have not been deemed relevant under the terms of the solicitation.¹⁴ Protest at 22.

¹⁴ The solicitation provided that the agency would evaluate vendors' corporate experience "based on three (3) recent and relevant corporate experiences . . . within the government or the private sector"; stated that assessment of relevance would be "based on size, scope, and complexity"; and, with regard to size, stated that an experience
(continued...)

The agency responds that this portion of RCH's protest is based on what RCH knew to be an "inaccurate assumption"--that is, that corporate experience references were limited to contracts awarded directly to the vendor. COS at 8. To the contrary, the solicitation specifically permitted a vendor's corporate experience examples to reflect experience obtained pursuant to contractor teaming arrangements (CTAs), joint ventures (JVs), and as major subcontractors (see AR, Tab 11, RFQ amend. 9 at 54)--something that RCH clearly knew, since all of its corporate experience references were based on the experience of joint ventures or subcontractors. COS at 8. Accordingly, the agency maintains that the foundation for RCH's protest allegation--that is, the size of "federal contract awards" made to BridgePhase (see Protest at 22)--reflected application of a purported requirement that RCH knew to be inaccurate. COS at 8.

Additionally, following receipt of the agency report, RCH filed a supplemental protest asserting, among other things, that the agency "made only a perfunctory determination that the [awardees'] experience references were relevant." Supp. Protest at 4. The "support" RCH relies upon for this allegation is that, in the process of assigning a "high confidence" rating to RCH's quotation under the corporate experience factor, the TET report contained only a "superficial conclusion" that RCH's references were relevant.¹⁵ That is, based on the agency's allegedly limited documentation supporting the positive determination of relevance regarding RCH's corporate experience, RCH asserts that, the agency's relevance determinations regarding the awardees' quotations must have been flawed.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4) and (f). This requirement contemplates that protesters will 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 action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4.

Here, RCH's allegations regarding the agency's evaluation of the awardees' quotations under the corporate experience evaluation factor fail to meet the required standard. That is, RCH's allegations regarding the agency's evaluation of the awardees' quotations reflect the protester's reliance on inaccurate assumptions or unreasonable speculation and, as such, reflect insufficient bases for protest; accordingly, those allegations are dismissed.

example "will be deemed relevant if [among other things] [it] represents a total contract value of at least \$30M[illion]." AR, Tab 11, RFQ amend. 9 at 54, 61.

¹⁵ RCH characterizes itself as the incumbent contractor and acknowledges that, after determining that RCH's experience was recent and relevant, the agency "identif[ied] 27 confidence increasers" under the corporate experience factor." Protest at 10.

Finally, on the basis of the awardees' "significantly lower prices,"¹⁶ RCH asserts that the agency "failed to evaluate the awardees' level of effort and labor mix as required by FAR 8.405-2(d)," and maintains that the agency "was obligated to investigate . . . how . . . the awardees arrive[d] at [their] prices." Protest at 23-24. In short, RCH asserts that the agency was required to perform a price realism analysis.

We have held that, in fixed-price or time-and-materials procurements conducted pursuant to FAR subpart 8.4, a protester's reliance on an offeror's low price, without more, does not constitute a sufficient basis to assert that the agency failed to evaluate that offeror's level of effort and labor mix. *Trademasters Serv., Inc.*, B-418522.2 *et al.*, Apr. 2, 2021, at 5; *PricewaterhouseCoopers Public Sector LLP*, B-415129.3, July 31, 2018, at 2-3. Similarly, in conducting such procurements, absent a solicitation provision advising offerors that the agency intends to conduct a price realism analysis, agencies are neither required nor permitted to perform such analysis. *PricewaterhouseCoopers Public Sector LLP*, *supra*; *IR Techs.*, B-414430 *et al.*, June 6, 2017, at 6-7. Finally, as discussed above, our Bid Protest Regulations require that protesters provide sufficient bases for protest. 4 C.F.R. §§ 21.1(c)(4) and (f); *Warfighter Focused Logistics, Inc.*, *supra*.

Here, there is no dispute that the solicitation did not contain a provision advising vendors that the agency would conduct a price realism analysis. While RCH claims that this allegation "does not implicate price realism," Resp. to Req. for Partial Dismissal at 3 n.2, its protest expressly states: the agency's alleged "failure [to evaluate the awardees' level of effort and labor mix] renders the Agency's price evaluation unreasonable." Protest at 23. Further, the only support that RCH presents for the agency's purported failure to evaluate the offerors' level of effort and labor mix is the fact that the awardees' prices are lower than the protester's own price (the highest of the eight quoters that participated in phase 2), and the agency's alleged "obligat[ion] to investigate" those prices. *Id.* at 24. On this record, RCH's complaints are not grounded on sufficient bases for protest and, accordingly, are dismissed.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

¹⁶ The agency notes that "of the eight quoters who participated in Phase 2, . . . [RCH's] proposed price was the highest." MOL at 39. We note that Peregrine's and BridgePhase's prices are approximately 2.2 and 8.9 percent lower than RCH's price, respectively.