



# Decision

## DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

**Matter of:** Kearney & Company, P.C.; NextGen Federal Systems LLC;  
Integral Federal, Inc.; Alpha Tech Alliance, LLC

**File:** B-424433.14; B-424433.16; B-424433.17; B-424433.20; B-424433.21;  
B-424433.25

**Date:** September 21, 2026

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Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest challenging the sufficiency of the agency's consolidation determination is denied where it complies with applicable statutory and regulatory requirements.
2. Protest alleging improper bundling is denied where there is no basis to conclude the consolidated requirement is unsuitable for award to small businesses.
3. Protests arguing the solicitation suffers from ambiguities and internal inconsistencies that prevent offerors from competing intelligently and on a common basis are denied where the solicitation is sufficiently clear and provides adequate information.

4. Protests alleging the solicitation contains unduly restrictive requirements are denied where the requirements reasonably relate to the agency's needs and withstand logical scrutiny.

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## **DECISION**

Four firms<sup>1</sup> protest the terms of request for proposals (RFP) No. W15P7T26RA006, issued by the Department of the Army for a variety of professional services. The protesters argue, among other things, that the agency failed to comply with statutory requirements for consolidating or bundling procurements. Additionally, the protesters contend various parts of the solicitation are ambiguous, and that these flaws prevent offerors from competing intelligently and on a common basis. Finally, the protesters allege several requirements of the solicitation unduly restrict competition.<sup>2</sup>

We deny the protests.

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<sup>1</sup> The four protesters are: Kearney & Company, P.C. (Kearney), of Alexandria, Virginia; Integral Federal, Inc. (Integral), of McLean, Virginia; Alpha Tech Alliance, LLC (Alpha Tech), a small business joint venture of Purcellville, Virginia; and NextGen Federal Systems LLC (NextGen), of Morgantown, West Virginia. NextGen represents it intended to submit multiple proposals under different North American Industry Classification System (NAICS) codes in response to the solicitation, under some of which NextGen is a large business offeror while under others it qualifies as a small business offeror. NextGen Protest at 7.

<sup>2</sup> This decision consolidates six protests and supplemental protests challenging the terms of the solicitation in which our Office issued a protective order. Our Office intends to issue a separate decision that addresses a protest filed by a *pro se* protester where we did not issue a protective order. Our Office previously issued three published decisions involving the same solicitation that were filed by different protesters. See *The JAAW Group, LLC*, B-424433.22, July 31, 2026 (dismissed for failing to state a factually sufficient basis of protest); *Intelligence Consulting Enterprise Solutions, Inc.*, B-424433.3, B-424433.7, August 11, 2026 (sustaining in part and denying in part challenges to the terms of the MAPS solicitation); *Aim for AdVantage, LLC*, B-424433.23, August 31, 2026 (dismissed for abuse of our bid protest process). Several other protests involving this solicitation have been withdrawn, dismissed as academic, or dismissed for other reasons in unpublished decisions issued by our Office. See B-424433; B-424433.2; B-424433.4; B-424433.5; B-424433.6; B-424433.8; B-424433.9; B-424433.10; B-424433.11; B-424433.12; B-424433.13; B-424433.15; B-424433.19; B-424433.24.

## BACKGROUND

On April 1, 2026, the Army issued the solicitation using the procedures of Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) part 15.<sup>3</sup> Base Contracting Officer's Statement (COS) at 1 n.1, 6; Agency Report (AR), Tab 15, RFP at 1.<sup>4</sup> The solicitation contemplates the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts to establish a marketplace for the acquisition of professional services (MAPS), which will combine services currently procured under two different sets of multiple-award IDIQ contracts into a single procurement vehicle intended to provide "uncommon knowledge-based professional services and support [for] the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide. . . . including [in] hostile areas."<sup>5</sup> RFP at 2-3. The MAPS IDIQ contracts will be available for use by not just Army customers but across Department of Defense (DOD) agencies and by "other federal agencies." *Id.* at 3.

The MAPS solicitation divides intended awards into five "domains" covering the following technical support areas: (1) engineering, logistics and operational services; (2) research, development, test and evaluation (RDT&E) services; (3) management and advisory services; (4) emerging IT services; and (5) foundational IT services. RFP at 3. The Army "intends to make 70 awards per Domain (30 Large Businesses, 25 Small Businesses, and 15 Commercial-Sector Vendors in each)" for up to 350 awards, "but

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<sup>3</sup> The Department of Defense (DOD) issued a DOD-wide class deviation adopting the policies and procedures of RFO part 15 effective March 16, 2026. AR, Tab 18, RFO DOD Deviation Table, attach., Class Deviation No. 2026-O0048. The solicitation also incorporates policies, procedures, clauses, and provisions from other parts of the RFO, for which similar DOD-wide class deviations have been issued. See *generally* AR, Tab 18, RFO DOD Deviation Table with attaches.

<sup>4</sup> Our citations are to the PDF pagination of documents, and, unless otherwise noted, references to the solicitation are to RFP amendment 10 found in tab 15 of the agency report. The agency reports filed by the Army in each protest use a uniform tab numbering structure, permitting our Office to uniformly cite the "AR" across each protest. The Army also filed in each protest the same COS setting forth the history and other background facts about the MAPS procurement; which we cite to as "Base COS." In addition, the Army filed a protest-specific COS and protest-specific memorandum of law (MOL) in each agency report addressing the specific allegations of the separate protests; we cite to these protest-specific documents as "[Protester Name] COS" and "[Protester Name] MOL," respectively.

<sup>5</sup> The two multiple-award IDIQ contract vehicles being combined to form MAPS are the Army's Responsive Strategic Sourcing for Services (RS3) contracts and the Information Technology Enterprise Solutions-3 Services (ITES-3S) contracts. RFP at 3.

reserves the right to adjust the number of awards up or down without limit.”<sup>6</sup> *Id.* at 243. The types of orders permitted under the awarded IDIQ contracts will include fixed price, time-and-materials, cost reimbursement, and hybrids “of all types.” *Id.* at 5. The awarded IDIQ contracts will have a base ordering period of 5-years with one 5-year optional ordering period. *Id.* at 4, 20. The maximum contract ceiling, including the optional ordering period, will be \$50 billion, and the minimum guarantee for each awarded contract will be \$100. *Id.* at 2, 29.

The solicitation provides that awards will be made to the “Highest Rated Technical Offerors,” proposing fair and reasonable prices in each domain without tradeoffs between price and non-price factors. RFP at 243. The agency will use a phased and rolling evaluation process that takes into consideration offerors’ verified scorecards, past performance qualifying projects (QPs), price (assessed for reasonableness), and, for large business offerors, their small business subcontracting plans. *Id.* at 243-246, 256-257.

The scorecards required to be submitted by offerors consist of two sections. RFP at 206. Section 1 is a series of screening questions that will be evaluated on a pass/fail basis; if an “Offeror answers ‘No’ to any of the Screening Questions, the [offeror’s] proposal will not be evaluated further for award.” *Id.* at 206, 208, 246. Section 2 “contains Government Approved Systems and Certifications, and Past Performance” questions under which offerors can earn points, and for which offerors are required to “provide substantiating documents” that the agency will use to validate offerors’ self-scores. *Id.* at 206, 211, 247.

In essence, section 1 of the scorecard establishes mandatory minimum requirements offerors must meet to be deemed technically acceptable, while section 2 of the scorecard establishes evaluation criteria under which offerors can, but are not required to, earn points. The maximum total points available is 122,500, and under the phased rolling evaluation procedure established in the solicitation a higher point total increases an offeror’s likelihood of contract award. RFP at 247-256; AR, Tab 14, RFP attach. 2, Large Business Scorecard at row 65; Tab 14a, RFP attach. 2, Small Business Scorecard at row 65; Tab 14b, RFP attach. 2, Commercial Sector Vendor Scorecard at row 62.

The agency explains the four-phased rolling evaluation process as follows:

In Phase 1, proposals are organized in descending order based strictly on the Offeror’s self-assigned scorecard total. During Phase 2, the Government conducts a Verification Review, systematically examining the

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<sup>6</sup> The MAPS solicitation defines the term “commercial-sector vendor” as including “all offerors except those that have performed, within the four (4) years preceding the final solicitation date or are currently performing, Government contracts or agreements for other than ‘commercial services’ as defined in RFO 2.101.” RFP at 28.

submitted supporting documentation to validate the Offeror's self-scores. Crucially, the Army will never increase an Offeror's score--only downwardly adjust Offerors' self-scores, potentially to zero points, for unsubstantiated or undocumented claims. This verification results in a "Verified Score" that is equal to or less than the Offeror's initial self-score.

If an Offeror's score is reduced, a Rolling Evaluation Procedure is triggered, whereby the proposal is re-organized by the Verified Score, and the Government pulls the next-highest scored proposal into the verification process. This iterative verification continues until the top 70 Verified Scores are established within each Domain. In the event of a tie, the Solicitation provides a progressive tie-breaker methodology based initially on the highest percentage of "Exceptional" CPARS [contractor performance assessment reporting system] or PPQ [past performance questionnaire] ratings. In Phase 3, the preliminary prospective awardees undergo a formal responsibility determination, added by the Determination of Responsibility Assistant (DORA) bot, alongside a review of any required subcontracting plans. If a prospective awardee is deemed ineligible during Phase 3, it is eliminated from consideration and replaced by the Offeror holding the next-highest Verified Score. Finally, Phase 4 formally designates the top 70 eligible, verified Offerors per Domain as the final contract awardees.

Base COS at 16 (internal citations to RFP at 243-246 omitted).<sup>7</sup>

The solicitation required offerors to submit proposals "through the Digital Market Portal" (Portal). RFP at 200. The agency received over 1,300 timely proposals via the Portal. Base COS at 14. Also, prior to the solicitation's June 22 closing, these protests were filed with our Office.

## DISCUSSION

The protesters raise a myriad of challenges to the terms of the MAPS solicitation. We address below a sampling of the protest arguments related to consolidation and bundling, alleged ambiguities or internal inconsistencies in the solicitation, and purportedly unduly restrictive requirements. While we do not address each argument,

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<sup>7</sup> The DORA bot is an automation tool Army contracting officials are required to use to assist them in making responsibility determinations. Army Federal Acquisition Regulation Supplement (AFARS) 5109.103(b); AFARS Procedures, Guidance, and Information (PGI) 5109.103(b)-1. The bot pulls information from the System for Award Management (SAM.gov) and Federal Awardee Performance and Integrity Information System and creates summary reports, populates a memorandum template with a summary of results, and sends all attachments to contracting personnel. AFARS PGI 5109.103(b)-1(a), (b).

or variation thereof, raised by Kearney, NextGen, Integral, and Alpha Tech, we have considered, in their entirety, the challenges raised and find none provides a basis to sustain the protests.

### Consolidation and Bundling

Alpha Tech argues the agency failed to comply with the statutory and regulatory requirements applicable to solicitations for consolidated contracts as well as those applicable to solicitations for bundled contracts. *See generally* Alpha Tech Protest at 9-13; Alpha Tech Comments & Supp. Protest at 7-9, 12-14; Alpha Tech Supp. Comments at 7-13. For the reasons explained below we dismiss as untimely a portion of Alpha Tech's consolidation challenges, and we deny the firm's remaining consolidation allegations, as well as its bundling challenges.

#### Consolidation

As noted above, the MAPS procurement combines the requirements of two existing multiple-award IDIQ contracts--RS3 and ITES-3S--into a single multiple-award IDIQ contract vehicle. RFP at 3. The Army does not dispute that this constitutes consolidation of contract requirements, as defined by the Small Business Jobs Act of 2010.<sup>8</sup> Pub. L. No. 111-240, 12 Stat. 2504 (2010), codified at 15 U.S.C. § 657q. The Small Business Jobs Act defines consolidation of requirements as soliciting to obtain offers for a single contract or a multiple award contract:

(A) to satisfy 2 or more requirements of the Federal agency for goods or services that have been provided to or performed for the Federal agency under 2 or more separate contracts lower in cost than the total cost of the contract for which the offers are solicited . . .

15 U.S.C. § 657q(c); *see also* RFO at 2.101.

The Small Business Jobs Act requires that before an agency undertakes an acquisition strategy that consolidates contract requirements with a total value of more than \$2 million, the agency must conduct market research, identify possible alternative contracting approaches that involve lesser degrees of consolidation, issue a written determination in support of the consolidation, identify negative impacts on small businesses, and ensure steps will be taken to include small business concerns in the acquisition strategy. 15 U.S.C. §§ 657q(c)(1)(A)-(E). These requirements are similar to those of the Small Business Act, prior to its amendment by the Small Business Jobs

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<sup>8</sup> The Small Business Jobs Act of 2010, Pub. L. No. 111-240, 124 Stat. 2504 (2010) (codified at 15 U.S.C. §§ 644 (multiple subparagraphs), 657q), amended and expanded the Small Business Act of 1953, codified at 15 U.S.C § 631 *et seq.* *See Financial & Realty Servs., LLC*, B-422858, Nov. 25, 2024, at 4 (explaining that in 2010 Congress enacted the Small Business Jobs Act to amend the Small Business Act).

Act, which prescribes that before proceeding with an acquisition strategy with consolidated or bundled procurement requirements, an agency must conduct market research and determine whether the benefits to be achieved by such consolidation or bundling substantially exceed the benefits of not consolidating or bundling. 15 U.S.C. § 644(e)(2)(A)-(B).

The requirements of both Acts are echoed in the implementing regulations of the RFO, which also mandate that an agency coordinate with its Office of Small Disadvantaged Business Utilization or Office of Small Business Programs. RFO 7.107-1(a)(1)-(6), (b)(1). Further, if an agency determines consolidation of contract requirements is necessary and justified, it must publish the determination at least seven days before issuing a solicitation for the consolidated requirement. RFO 7.107-3(b)(1)-(2).

Alpha Tech maintains that “[b]ased on the Solicitation and the public record provided to offerors, the Agency has not identified, published, or otherwise made available any written consolidation determination or acquisition strategy documentation demonstrating compliance with [the] RFO.” Alpha Tech Protest at 10. Alpha Tech’s protest states the firm “does not yet know whether [the required] determination exists, and if it does, whether it addresses the statutory elements,” because “[t]he Protester has not located any such public notice for MAPS.” *Id.* at 10-11. If “the determination does not exist,” Alpha Tech contends this “renders the acquisition facially unlawful.” *Id.* at 10.

The agency responds that the Army has undertaken the required analysis, conducted the required coordination with the relevant small business office, and published the required consolidation determination. Alpha Tech COS at 2; Alpha Tech MOL at 12. The record shows the contracting officer coordinated with the cognizant agency small business professional and cognizant Small Business Administration (SBA) procurement center representative by sharing a “document detailing the Market Research conducted” and a draft acquisition plan, which included a preliminary consolidation analysis. AR, Tab 27b, DD2579 Small Business Coordination Form at 1-2; Tab 27c, DD2579 attach., Internal Market Research Memo; Tab 27d, DD2579 attach., Draft Acquisition Plan at 13-14. On December 16, 2025 and January 29, 2026, respectively, the agency’s small business professional and SBA’s procurement center representative concurred with the contracting officer’s determination to proceed with the MAPS acquisition as a consolidated, but not bundled, procurement. AR, Tab 27b, DD2579 Small Business Coordination Form at 1-2.

In March of 2026, the Army approved the final MAPS acquisition plan, which included a final consolidation analysis and determination. Base COS at 5; AR, Tab 16, Acquisition Plan at 1, 14-18, 30. On March 20, the Army published a notice of its intent to consolidate the RS3 and ITES-3S requirements on SAM.gov.<sup>9</sup> Base COS at 6; AR,

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<sup>9</sup> SAM.gov is the governmentwide point of entry (GPE), which serves as “the single point where Government business opportunities, including synopses of proposed  
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Tab 27e, SAM.gov Posting of Consolidation Notice at 1-2. The Army attached to this notice a redacted copy of the acquisition plan, containing the agency's consolidation analysis and determination. AR, Tab 27e, SAM.gov Posting of Consolidation Notice at 3; Tab 27f, Consolidation Notice attach., Acquisition Plan (redacted) at 1, 14-18. Thus, the Army maintains, "Alpha Tech's assertion that the acquisition is 'facially unlawful' due to a lack of documentation collapses entirely." Alpha Tech MOL at 12.

In response to the agency report, Alpha Tech states it "accepts that the consolidation notice was posted." Alpha Tech Comments & Supp. Protest at 7. The protester asserts, however, that "[t]he issue is not procedural timing but substantive insufficiency," and argues "[t]he determination now in the record is legally deficient for at least seven independent reasons." *Id.* In its comments to the agency report, the protester now takes issue with: (1) the quantifiable savings identified by the agency being too small to justify consolidation; (2) the quantifiable savings identified by the agency being solely administrative in nature; (3) the non-quantifiable benefits being conclusory and unsupported; (4) the analysis of less consolidated alternatives being truncated; (5) the SBA coordination occurring prior to finalization of the acquisition plan; (6) the consolidation determination not being approved by an agency official with the appropriate authority; and (7) a purported "framework" mismatch between the solicitation being conducted under the RFO yet the consolidation analysis being conducted under the FAR because RFO part 7 had not yet been adopted via DOD class deviation at the time Army prepared its analysis and determination. *Id.* at 7-9. The Army requests that we dismiss, as untimely, Alpha Tech's supplemental protest challenges to the sufficiency of the consolidation determination. Alpha Tech Supp. COS/MOL at 6-7.

Our Bid Protest Regulations require that a protest based on alleged improprieties in a solicitation that are apparent prior to the time set for receipt of proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). Further, our regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *Quality Tech., Inc.*, B-420576.3, June 30, 2022, at 7 n.7. Rather, protesters are obligated to set forth in their protest filings all of the known legal and factual grounds supporting their allegations because piecemeal presentation of evidence unnecessarily delays the procurement process and our ability to resolve protests within the 100-day period statutorily mandated by the Competition in Contracting Act of 1984 (CICA). *Battelle Memorial Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, at 9; 31 U.S.C. § 3554(a)(1). Our Office will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. *American Roll-On Roll-Off Carrier Group, Inc.*, B-418266.9 *et al.*, Mar. 3, 2022, at 11 n.12.

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contract actions, solicitations, and associated information, can be accessed electronically by the public." RFO 2.101.

Additionally, as decisions of our Office have explained consistently, protesters are charged with constructive notice of procurement actions published on the GPE. *Worrell Contracting Co., Inc.*, B-423208, Jan. 22, 2025, at 4; *FD Inc.*, B-422920, B-422920.2, Oct. 4, 2024, at 6; *Phoenix Data Sec., Inc. et al.*, B-419956.200 *et al.*, July 10, 2023, at 12 n.11; *Allosense, Inc.*, B-420201, Dec. 27, 2021, at 5; *Prudential Protective Servs., LLC*, B-418869, Aug. 13, 2020, at 3-4. The doctrine of constructive notice creates a presumption of notice in law that cannot be rebutted. *Boswell & Dunlap, LLP*, B-416623, Oct. 10, 2018, at 3, *citing Townsend v. Little and Others*, 109 U.S. 504, 511, 3 S. Ct. 357, 27 L. Ed. 1012 (1883) (“Constructive notice is defined to be in its nature no more than evidence of notice, the presumption of which is so violent that the court will not even allow of its being controverted.”). By definition this doctrine imputes knowledge to a party without regard for the party’s actual knowledge of the matter at issue. *Boswell & Dunlap, supra*. Thus, Alpha Tech is charged with constructive knowledge of the agency’s consolidation analysis and determination, which was posted to the GPE in March of 2026.

Alpha Tech still objects to dismissal, arguing that because the acquisition plan posted with the Army’s consolidation notice in March of 2026 was redacted, four of the seven substantive deficiencies it raised in its supplemental protest (quantifiable savings being too small to justify consolidation; analysis of less consolidated alternatives being truncated; improper timing of the SBA coordination; and lack of signatory authority) are timely because the allegations are based on information that appeared only in the unredacted acquisition plan produced in the agency report under a protective order. Alpha Tech Supp. Comment at 3. As the protester does not claim the remaining three substantive challenges to the sufficiency of the agency’s consolidation determination (quantifiable savings solely administrative in nature; non-quantifiable benefits conclusory and unsupported; purported “framework” mismatch) could not have been raised based on the redacted acquisition plan published on SAM.gov in March of 2026, we dismiss these challenges as untimely. See e.g., *Worrell Contracting, supra* at 6 (dismissing challenge to terms of solicitation amendment as untimely where protest was not filed before solicitation closing); *Navarre Corp.*, B-414505.4, Jan. 4, 2018, at 4 (dismissing as untimely arguments that agency improperly consolidated and bundled requirements where protester failed to challenge these alleged improprieties before the solicitation’s closing).

With respect to the four challenges Alpha Tech insists could not have been gleaned from the redacted version of the acquisition plan published with the Army’s March 2026 consolidation notice, even if we assume, for the sake of argument, that these arguments are timely, none provide a basis to sustain the protest. When reviewing a challenge that an agency has failed to comply with the consolidation analysis requirements of the Small Business Jobs Act or Small Business Act, we will look to whether the agency conducted market research, has reasonably found that consolidation is “necessary and justified,” and that the benefits “substantially exceed” those of other contracting approaches. 15 U.S.C. § 657q(c)(2); § 644(e)(2); *American Toner & Ink et al.*, B-409528.7 *et al.*, June 9, 2014, at 7.

Here, the record shows the agency conducted market research by publishing two requests for information (RFIs), publishing iterative drafts of the solicitation, holding multiple industry days, and conducting one-on-one meetings with industry. AR, Tab 16, Acquisition Plan at 13-14; Tab 27c, DD2579 attach., Internal Market Research Memo at 1-2. In response to its industry outreach, the agency received 352 responses, of which 168 were from small businesses that favored the proposed consolidation. AR, Tab 16, Acquisition Plan at 15. The record also shows the agency considered alternative contracting approaches such as: maintaining separate follow-on efforts for the RS3 and ITES-3S contract vehicles; performing the RS3 and ITES-3S requirements with in-house government personnel; or fulfilling the RS3 and ITES-3S requirements through other existing governmentwide contract vehicles, such as General Services Administration's (GSA) One Acquisition Solution for Integrated Services Plus (OASIS+) contract, or GSA's Alliant 3 contract.<sup>10</sup> *Id.* at 15-16.

Based on these considerations, the Army concluded that consolidating the requirements "would result in both quantifiable and non-quantifiable benefits." AR, Tab 16, Acquisition Plan at 16. The quantifiable benefits include approximately \$81 million in savings from not having to pay access fees to order from GSA-administered contract vehicles. *Id.* at 17. Non-quantifiable benefits include standardization of ordering procedures and contract terms, which will result in procurements proceeding more quickly and lead to "faster fielding of services to support the Army's readiness" and "ability to respond to emerging mission requirements." *Id.* The agency noted a streamlined, quicker acquisition process also would permit critical projects to get underway faster, thereby "enhancing the agency's agility and responsiveness." *Id.*

Further non-quantifiable benefits would be realized through the reduction of "administrative redundancies and fragmented oversight" associated with managing multiple IDIQ contract vehicles, whereas a single vehicle would permit use of "a unified contract management framework." AR, Tab 16, Acquisition Plan at 17. Additionally, the agency found consolidating the requirements into a "single contract vehicle can improve transparency and accountability in the procurement process which allows the Army to mor[e] effectively track spending and monitor performance," which can "lead to better data for future decision-making." *Id.* The agency concluded, based on the combined quantifiable and non-quantifiable benefits, that "MAPS consolidation is necessary and justified as the benefits of the consolidation substantially exceed the benefits of alternative contracting approaches." *Id.* at 18.

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<sup>10</sup> GSA's OASIS+ is a suite of IDIQ contract vehicles through which agencies can order a variety of non-IT professional services (e.g., management and advisory services, technical and engineering services; research and development services *etc.*). [www.gsa.gov/buy-through-us/products-and-services/professional-services/buy-services/oasis-plus](https://www.gsa.gov/buy-through-us/products-and-services/professional-services/buy-services/oasis-plus) (last visited Aug. 31, 2026). GSA's Alliant 3 contract is a governmentwide procurement vehicle for IT services. [www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/gwacs/alliant-3](https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/gwacs/alliant-3) (last visited Aug. 31, 2026).

Alpha Tech challenges the sufficiency of the agency's analysis, arguing, among other things, the \$81 million of quantifiable monetary benefits identified by the agency are too small to be considered "substantially greater than the benefits . . . that would be derived from each of the component contracts," as required to justify consolidation. Alpha Tech Comments & Supp. Protest at 7 (citing 15 U.S.C. § 657q(c)(2); RFO 7.107-2(c)(3)).

The protester's argument, in this regard, ignores the fact that agencies are not restricted to considering only quantifiable monetary benefits in considering whether the benefits of a consolidated acquisition strategy substantially exceed the benefits of less consolidated alternative contracting approaches. Rather, the Small Business Jobs Act provides the benefits to be considered "may include cost and, regardless of whether quantifiable in dollar amounts--(A) quality; (B) acquisition cycle; (C) items and conditions; and (D) any other benefit." 15 U.S.C. § 657q(c)(3). Similarly, the Small Business Act allows agencies to consider benefits that include: cost savings; quality improvements; reduction in acquisition cycle times; better terms and conditions; and "any other benefits." 15 U.S.C. § 644(e)(B)(i)-(v). With regards to the identified benefits, the regulations implementing these statutory provisions provide the following:

Benefits may include cost savings, price reduction, or, regardless of whether quantifiable in dollar amounts--

- (i) Quality improvements that will save time or improve or enhance performance or efficiency;
- (ii) Reduction in acquisition cycle times;
- (iii) Better terms and conditions; or
- (iv) Any other benefit.

RFO 7.107-2(c)(2).

Here, the Army based its consolidation determination on a combination of quantifiable and non-quantifiable benefits, as permitted by the applicable statutory and regulatory provisions. Alpha Tech Supp. COS/MOL at 13-14. Alpha Tech disagrees with the agency's determination that the combined quantifiable and non-quantifiable benefits "substantially exceed" those of other contracting approaches. On the record before us, however, the protester provides no basis for us to conclude that the agency's determination was clearly unreasonable or otherwise inconsistent with the requirements of section 7.107-2 of the RFO.<sup>11</sup> See e.g., *McGoldrick Constr. Servs.*, *supra* at 7-8

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<sup>11</sup> Alpha Tech does not assert that the consolidation here is inconsistent with CICA's similar limitation on unnecessary consolidation of agency requirements, 10 U.S.C. § 3206(a)(1)-(2). We have concluded that an agency's compliance with the above-referenced Small Business Act and Small Business Jobs Act requirements may constitute compliance with the similar requirements of CICA. *McGoldrick Constr. Servs. Corp.*, B-419327, Jan. 15, 2021, at 5 n.5; *Encompass Group, LLC*, B-410726, Feb. 2, 2015, at 5 n.6; *American Toner & Ink*, *supra* at 7 ("Our Office has addressed the  
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(denying protest argument that non-quantifiable benefits identified by agency were illusory); *U.S. Electrodynamics, Inc.*, B-403516, B-403516.2, Nov. 12, 2010, at 7-8 (denying protest challenging consolidation of requirements where agency reasonably found a combination of quantifiable and non-quantifiable benefits--such as improved performance, efficiency, and less redundancy--substantially exceeded the benefits of less consolidated alternatives).

Alpha Tech also argues that the Army official who approved the final MAPS acquisition plan--including the consolidation determination--lacked the requisite authority. The protester contends the consolidation determination was required to be approved by the agency's senior procurement executive (SPE) on a non-delegable basis, but the MAPS determination was, instead, approved by a delegatee of the SPE. Alpha Tech Supp. Comments at 7-8. In support of this contention, Alpha Tech cites section 7.107-2(e) of the RFO, which provides:

When the expected benefits are not substantial[,] but the requirements are critical to the agency's mission success, and the procurement strategy provides for maximum practicable participation by small business, the Deputy Secretary or equivalent (or for DoD the SPE), on a non-delegable basis, may determine that consolidation or bundling is necessary and justified.

RFO 7.107-2(e); Alpha Tech Supp. Comments at 7-8. To make its argument, Alpha Tech references a sentence in the acquisition plan, which states, in part, that MAPS is "critical to the agency's mission success" and "provides for maximum practicable participation by small business." Alpha Tech Supp. Comments at 7 (quoting AR, Tab 16, Acquisition Plan at 18). Thus, the protester argues, because the Army based its determination on the consolidation being critical to mission success, and not on benefits that substantially exceed the benefits of other alternatives, the determination had to be approved by the SPE, but was instead approved by a delegatee, rendering the determination invalid. Alpha Tech Supp. Comments at 8.

Alpha Tech's arguments, in this regard, are without merit because they are based on an overly selective reading of the record; a reading which wholly ignores the analysis's conclusion that the benefits of consolidation *do substantially exceed* the benefits of considered alternative approaches. In fact, the very sentence that Alpha Tech cites as purportedly supporting its allegation, directly contradicts the protester's claim that the

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bundling or consolidation of contract requirements with regard to the Small Business Act, . . . and the Competition in Contracting Act of 1984 . . . Although our Office has not previously addressed the consolidation analysis requirements under the [Small Business] Jobs Act, we conclude that the statute requires an inquiry similar to that set forth in our decisions concerning consolidation or bundling under the Small Business Act and CICA.”).

determination was based on mission criticality, rather than substantial benefits. The sentence, in its entirety, states:

MAPS consolidation is necessary and justified *as the benefits of the consolidation substantially exceed the benefits of alternative contracting approaches* as outlined in this [acquisition plan] and the requirements are critical to the agency's mission success, and the procurement strategy provides for maximum practicable participation by small business as outlined in this [acquisition plan]. In addition, the SBA reviewed and approved the DD2579 on January 29, 2026.

AR, Tab 16, Acquisition Plan at 18 (emphasis added).

Accordingly, contrary to the protester's contention, there was no requirement for the agency SPE to sign the consolidation analysis on a non-delegable basis. Rather, the signatory authority rested with the agency's SPE or chief acquisition officer, and was not prohibited from being delegated as the determination here was based on consolidation benefits that substantially exceed the benefits of alternative approaches.

RFO 7.107-2(a). The agency avers that the Army official who approved the consolidation determination--the Deputy Assistant Secretary of the Army for Procurement--possessed the appropriate delegated authority to issue such an approval under section 7.107-2(a) of the RFO. Alpha Tech Supp. COS/MOL at 19-20. Based on our review of the record, we have no basis to question this explanation, and the protester's challenge provides no basis to sustain the protest. Alpha Tech's various challenges to the sufficiency of the agency's consolidation analysis determination are denied, to the extent they have not already been dismissed.

### Bundling

Alpha Tech also alleges the MAPS procurement constitutes substantial bundling, which triggers a separate determination requirement that has not been met. Alpha Tech Protest at 12. The agency responds that the MAPS solicitation does not constitute bundling. Alpha Tech MOL at 15.

As we explained in our recent decision sustaining a separate challenge to the terms of the MAPS solicitation, "[b]y its express terms the MAPS solicitation does constitute consolidation; but while all bundling is a form of consolidation, not all consolidation is a form of bundling." *Intelligence Consulting Enterprise Solutions, supra* at 22 n.21. In this respect, bundling is a subset of consolidation, and substantial bundling is a further subset of bundling. The Small Business Act, as amended, requires agencies to "avoid unnecessary and unjustified bundling of contract requirements that precludes small business participation in procurements as prime contractors." 15 U.S.C. § 631(j)(3).

The Small Business Act defines "bundling of contract requirements" as:

[C]onsolidating 2 or more procurement requirements for goods or services previously provided or performed under separate smaller contracts into a solicitation of offers for a single contract that is likely to be unsuitable for award to a small-business concern due to--

- (A) the diversity, size, or specialized nature of the elements of the performance specified;
- (B) the aggregate dollar value of the anticipated award;
- (C) the geographical dispersion of the contract performance sites; or
- (D) any combination of the factors described in subparagraphs (A), (B), and (C).

15 U.S.C. § 632(o); *see also* RFO 2.101. Substantial bundling is further defined as bundling of requirements with a cumulative estimated value, including options, of \$8 million or more for DOD acquisitions. RFO 7.107-1(b)(3).

As discussed above, the Army does not dispute the MAPS solicitation constitutes consolidation. The agency's acquisition plan concludes, however, that MAPS "is not a bundled requirement because under the MA [multiple-award] IDIQ contract structure, MAPS will be suitable for award to small business concerns," and "that ample small business opportunities are available on the MAPS contract." AR, Tab 16, Acquisition Plan at 18. In contrast, Alpha Tech asserts the MAPS solicitation constitutes bundling because "a \$50 billion multiple-award IDIQ spanning five professional services Domains is almost certainly unsuitable for award to a small business concern as a prime contractor due to aggregate dollar value alone; no small business could serve as the prime contractor on a \$50 billion procurement vehicle." Alpha Tech Protest at 12. The agency responds that Alpha Tech's assertion is belied by the plain language of the solicitation, which reserves 25 of the 70 awards in each of the five domains--or 125 of the intended 350 total awards--for small business offerors. Alpha Tech MOL at 16 (citing RFP at 243).

The protester replies that a reservation of 125 awards for small businesses is insufficient to preclude a finding that the MAPS solicitation constitutes substantial bundling because the two predecessor IDIQ contract vehicles that are being combined to form the MAPS solicitation have more than 125 small business prime contractors, with the RS3 contract vehicle alone having 196 small business primes. Alpha Tech Comments & Supp. Protest at 13. Thus, Alpha Tech maintains, the reduced small business prime capacity of the MAPS solicitation relative to the two contract vehicles it is replacing means the solicitation constitutes substantial bundling. *Id.* We disagree. As decisions of our Office have explained, a necessary predicate for application of the Small Business Act's anti-bundling provision is the issuance of a solicitation that effectively "precludes small business participation" or one that is unsuitable for award to small businesses. 15 U.S.C. §§ 631(j)(3), 632(o); *Encompass Group, supra* at 5. Here, however, the MAPS solicitation reserves approximately 35 percent of the anticipated awards for small business offerors. RFP at 243.

Moreover, we find unavailing the protester's contention that MAPS "is almost certainly unsuitable for award to a small business concern" because "no small business could serve as the prime contractor on a \$50 billion procurement vehicle." Alpha Tech Protest at 12. This contention inaccurately conflates the \$50 billion total ordering ceiling of all 350 estimated MAPS awards, including options, with the value of a single IDIQ contract award resulting from the solicitation, which could be as low as \$100--the minimum guarantee for each individual IDIQ MAPS contract. RFP at 2, 29. Even if we assume for purposes of resolving the protester's argument that the \$50 billion ordering ceiling will be divided evenly among the 350 anticipated IDIQ awards, each resulting contract would have a value of just under \$143 million--which is not only orders of magnitude less than the \$50 billion price tag upon which Alpha Tech attempts to build its argument, but also is less than the \$200 million value of the OASIS IDIQ contract currently held by the small business protégé member of the Alpha Tech joint venture.<sup>12</sup> Alpha Tech Protest at 4. Thus, Alpha Tech cannot reasonably argue that a contract value of \$143 million makes the individual MAPS IDIQ contracts unsuitable for award to small business offerors, when its own small business member holds--and successfully performs, according to Alpha Tech--a contract well over that value. *Id.* ("Synertex's CPARS ratings on the OASIS contract are Exceptional across all evaluation areas and all years of performance.").

In short, while the protester has expressed its dissatisfaction with the agency's decision to potentially reduce the number of small business prime contractors through the consolidation of two multiple-award IDIQ contract vehicles into a single multiple-award IDIQ contract vehicle, the record here simply does not show that the IDIQ contracts contemplated by the MAPS solicitation are unsuitable for award to small businesses. Rather, the record reflects 168 small businesses responded to the agency's industry outreach with expressions of support for, and interest in, a consolidated MAPS procurement; the MAPS solicitation reserves approximately 35 percent of the anticipated awards for small business offerors; and Alpha Tech, itself a small business joint venture offeror, was able to submit a MAPS proposal. AR, Tab 16, Acquisition Plan at 15; RFP at 243; Alpha Tech MOL at 3. Accordingly, we conclude the MAPS procurement does not constitute bundling, or substantial bundling, and deny this line of protest argument.<sup>13</sup> See e.g., *Phoenix Scientific Corp.*, B-286817, Feb. 22, 2001, at 9

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<sup>12</sup> Alpha Tech is an SBA-approved mentor-protégé joint venture between Synertex LLC, the small business protégé, and Titan Technologies, the large business mentor. Alpha Tech Protest at 4. Alpha Tech represents that Synertex qualifies as a small business offeror under the foundational IT domain NAICS code. *Id.*

<sup>13</sup> NextGen also initially argued the MAPS solicitation constitutes substantial bundling as defined by section 644(q) of the Small Business Act, and that, as a result, the agency is required to permit small business offerors to compete using teaming arrangements. NextGen Protest at 11. In response to the agency's report, NextGen withdrew this argument. NextGen Comments at 5 n.3. As discussed above, we do not find the MAPS solicitation to be a bundled, or substantially bundled, procurement. We note, however, that in our recent decision sustaining a separate challenge to the terms of the

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(finding solicitation for multiple-award IDIQ contracts did not constitute bundling where agency reserved at least two of the six anticipated awards for small business offerors).

### Alleged Ambiguities and Internal Inconsistencies

The protesters argue the solicitation suffers from ambiguities and internal inconsistencies that prevent offerors from competing intelligently and on a common basis. Having reviewed the MAPS solicitation in detail, we recognize that the solicitation is not a model of clarity. As explained below, however, we find the solicitation to be sufficiently clear under the relevant terms to overcome the protesters' various challenges, of which we discuss two representative examples.

As a general rule, a solicitation must be drafted in a fashion that enables offerors to intelligently prepare their proposals and must be sufficiently free from ambiguity so that offerors may compete on a common basis; however, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective offeror. *Seventh Dimension, LLC*, B-417630.2, B-417630.3, Dec. 26, 2019, at 5-6. 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 its provisions. *The Electronic On-Ramp, Inc.*, B-421229.4, Feb. 22, 2023, at 8. An ambiguity exists in a solicitation when two or more reasonable interpretations are possible; if, however, the solicitation language is unambiguous, our inquiry ceases. *Id.*

### FAR versus RFO Framework

Relevant here, the regulations governing federal procurements--*i.e.*, the FAR--are currently being revised by the Office of Federal Procurement Policy (OFPP) and the FAR Council; OFPP refers to this process as the revolutionary FAR overhaul or RFO.<sup>14</sup> As noted above, the Army issued the MAPS solicitation under the auspices of the RFO, as implemented by multiple DOD-wide class deviations, rather than under the provisions of the currently codified FAR appearing in title 48 of the Code of Federal Regulations (CFR). Base COS at 1 n.1.

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MAPS solicitation, we found the Small Business Act also requires agencies to permit small business offerors to compete using teaming arrangements when soliciting for consolidated procurements--not just bundled, or substantially bundled, procurements. *Intelligence Consulting Enterprise Solutions, supra* at 27-28; 15 U.S.C. § 644(e)(4)(A).

<sup>14</sup> <https://www.acquisition.gov/far-overhaul> (last visited Sept. 4, 2026); Executive Order No. 14275, 90 Fed. Reg. 16,447 (Apr. 18, 2025); Office of Management and Budget Memo M-25-26, Overhauling the Federal Acquisition Regulation (May 2, 2025).

In its initial protest, Alpha Tech argued the MAPS solicitation “is defective because it expressly directs offerors to comply with baseline FAR provisions in areas where binding DoD class deviations that implement [the] RFO control.” Alpha Tech Protest at 7. Specifically, the protester claimed that FAR subparts 9.5 and 37.104 differ materially from their corresponding subparts in the RFO, and, as a result, “the solicitation impose[s] obligations that differ in substance, not merely form, from those that apply under the governing RFO deviations.” *Id.* at 8.

The Army responds that “Alpha Tech merely articulates general, hypothetical differences between standard FAR provisions and the corresponding RFO sections,” and that “[c]rucially, none of the FAR sections referenced by Alpha Tech are incorporated into, or form a part of, the MAPS Solicitation.” Alpha Tech MOL at 10. Specifically, the agency notes “Alpha Tech makes no mention of where it finds any reference to FAR 9.5 in the solicitation,” because there is no such reference, instead the solicitation correctly cites to RFO subpart 9.5 when discussing organizational conflicts of interest. *Id.* (citing RFP at 15, 34). Similarly, the agency points out that “Alpha Tech fails to identify where the Army references FAR 37.104,” again “because this FAR Subpart is entirely absent from the MAPS Solicitation.” *Id.*

Alpha Tech’s comments on the agency report provide no response to the Army’s substantive reply to the protester’s claims regarding FAR versus RFO subparts 9.5 and 37.104. *See generally* Alpha Tech Comments & Supp. Protest at 14-16. Accordingly, we consider these aspects of Alpha Tech’s protest to have been abandoned and do not address them further, other than to note that our review of the solicitation confirms the agency’s assertion that there is no FAR versus RFO framework mismatch in the solicitation for the subparts identified in Alpha Tech’s initial protest. 4 C.F.R. § 21.3(i)(3); *see e.g., Aspen Ridge Constr. & Consulting*, B-422274, Mar. 28, 2024, at 9 (dismissing a challenge as abandoned where agency substantively responded to challenge and protester did not rebut or otherwise respond in its comments).

Instead of furthering its initial protest arguments or affirmatively withdrawing them, Alpha Tech’s comments present an entirely new supplemental argument. The protester contends the solicitation inconsistently “tags” part 52 clauses and provisions as being from the standard FAR while others are tagged as being from the deviated RFO. Alpha Tech Comments & Supp. Protest at 15. Specifically, the protester contends the solicitation improperly incorporates the following untagged--*i.e.* standard FAR--clauses and provisions despite being issued under the RFO: 52.227-14, Rights in Data--General (May 2014); 52.249-2, Termination for Convenience, Fixed-Price (Apr. 2012); and 52.216-8, Fixed Fee (June 2011). *Id.* Further, the protester maintains the solicitation improperly incorporates both the FAR and RFO versions of clause 52.233-4,

Applicable Law for Breach of Contract Claim. *Id.* (citing AR, Tab 12, RFP amend. 8 at 43, 71).<sup>15</sup>

As an initial matter we note Alpha Tech's supplemental protest argument is based entirely on--and was therefore knowable from--the face of the solicitation, yet the protester did not raise this challenge to the terms of the solicitation until August 3, when it submitted its comments on the agency report. As August 3 is more than a month after the solicitation closed on June 22, Alpha Tech's supplemental challenge constitutes impermissible and untimely piecemeal presentation of protest issues. 4 C.F.R. § 21.2(a)(1); see e.g., *Aspen Ridge Constr. & Consulting*, *supra* at 7-8 (dismissing challenge to solicitation's price evaluation methodology when basis of argument was known from the face of the solicitation but not raised in initial protest).

Notwithstanding Alpha Tech's untimely piecemeal presentation of protest issues, we consider the issue raised to be a significant one that should be decided on the merits. Accordingly, we find that the issue is appropriate for consideration under the "significant issue" exception to our timeliness rules. 4 C.F.R. § 21.2(c); see e.g., *Pernix Fed., LLC*, B-422122.2, Mar. 22, 2024, at 11 (considering untimely challenge to patent solicitation defect where issue presented was one our Office had not previously considered and could be expected to arise in future procurements). The intermingling of the codified FAR and class deviations implementing the RFO in acquisitions being conducted by agencies amidst the ongoing overhaul of the FAR is an issue of widespread interest to the procurement community, and one which our Office has not yet squarely addressed.

With respect to the three clauses and provisions Alpha Tech maintains are improperly incorporated into the solicitation--as the standard FAR versions, rather than the deviated RFO versions--52.227-14, 52.249-2, and 52.216-8, the agency responds that these clauses and provisions "are in fact unchanged by the RFO, and the Solicitation's cites to those unchanged clauses are accurate." Alpha Tech Supp. COS/MOL at 11. The Army explains the "cites appear in 'baseline form with pre-RFO dates and no deviation tag' because there is no deviation for those clauses and the original FAR language is controlling." *Id.* Our review of the RFO version of FAR part 52 confirms that the RFO includes the extant FAR versions of these clauses from 2014 (52.227-14), 2012 (52.249-2), and 2011 (52.216-8). See RFO.<sup>16</sup>

With respect to the clause Alpha Tech maintains improperly appears in the solicitation as both the FAR version and the RFO version--52.233.4--the agency explains that

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<sup>15</sup> The protester gives no reason for why it cites to the version of the solicitation issued via amendment 8 rather than the final version issued via amendment 10. In this instance, however, the cited pages from RFP amendment 8 correspond to the same pages in RFP amendment 10. Compare AR Tab 12 at 43, 71 with AR Tab 15 at 43, 71.

<sup>16</sup> The text of the deviated RFO is available at <https://www.acquisition.gov/far-overhaul> (last visited Sept. 4, 2026).

where the clause is directly incorporated into the solicitation, it is correctly cited to as the RFO version. Alpha Tech Supp. COS/MOL at 11 (citing RFP at 43). The Army further explains that the second instance of a citation to clause 52.233-4 is inside another clause (52.212-5). Alpha Tech Supp. COS/MOL at 11 (citing RFP at 52-53). We note that clause 52.233-4 also appears in the solicitation a third time, as referenced inside an additional clause (52.213-4). RFP at 70-71.

The RFP clauses that reference clause 52.233-4 are: (i) 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Deviation 2025-O0003 and 2025-O0004); and (ii) clause 52.213-4, Terms and Conditions--Simplified Acquisitions (Other than Commercial Products and Services) (Deviation 2025-O0003 and 2025-O0004). RFP at 52, 70. As relevant here, when referencing clause 52.233-4, both clauses 52.212-5 and 52.213-4 cite to the FAR version--rather than the deviated RFO version--of clause 52.233-4, Applicable Law for Breach of Contract Claim (Oct. 2004). *Id.* at 53, 71. The Army contends it lacks the “authority to independently make changes to the language” in these clauses (52.212-5 and 52.213-4), and, as a result, “[t]he internal citation[s] to FAR 52.233-4 [rather than RFO 52.233-4] had to remain the same.” Alpha Tech Supp. COS/MOL at 11.

To the extent the solicitation’s citation to both the FAR and RFO versions of clause 52.233-4 is internally inconsistent, the agency argues the two versions of the clause are substantively identical, such that “there is no *material* inconsistency.” Alpha Tech Supp. COS/MOL at 11-12 (emphasis added). We agree. The FAR version of clause 52.233-4 reads:

As prescribed in 33.215(b), insert the following clause:

Applicable Law for Breach of Contract Claim (Oct. 2004)  
United States law will apply to resolve any claim of breach of this contract.

FAR 52.233-4, as codified at 48 C.F.R. § 52.233-4 (emphasis added). The RFO version of this clause reads:

As prescribed in 33.205-9(b), insert the following clause.

Applicable Law for Breach of Contract Claim (Deviation Date)  
United States law will apply to resolve any claim of breach of this contract.

RFO 52.233-4 (emphasis added). Thus, there is no change in the text of the clause itself; the only change made by the RFO is to update the section of the acquisition regulation that prescribes insertion into a solicitation of clause 52.233-4.

The protester responds:

Alpha Tech's point was never that the operative text differs materially, but that the Solicitation supplies contradictory regulatory signals (a deviation tag versus a baseline date) with no rule for choosing between them. The Army's own "compare the two versions" retort concedes that the offeror must self-resolve the conflict, which is itself the competitive-prejudice harm: offerors cannot determine from the four corners of the Solicitation which regime binds them.

Alpha Tech Supp. Comments at 5-6.

We recognize the class deviation process through which the RFO has proceeded may result in situations whereby offerors cannot determine based solely on the information contained in the four corners of a solicitation which version of a clause or provision--the FAR version or RFO version--applies to a particular procurement.<sup>17</sup> As Alpha Tech's challenges primarily express frustration with the systemic lack of clarity in solicitations created by the manner in which the RFO process has unfolded, rather than identifying any concrete regulatory deficiency in the MAPS solicitation, we find no basis to sustain the protest where, as here, the record shows the specific solicitation provisions challenged by the protester are neither ambiguous nor materially inconsistent.

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<sup>17</sup> See e.g., *LJR Solutions, LLC*, B-424487, Aug. 14, 2026, at 2 n.2 (noting solicitation contained both FAR and RFO provisions and clauses, including two different versions of the same clause, but parties did not establish "that any distinctions between the FAR and RFO versions of the provisions and clauses in the solicitation affect the analysis of the agency's actions in this procurement"); *E-Logic, Inc.*, B-424566, B-424566.2, Sept. 9, 2026, at 2 n.1 (where contracting officer stated procurement was conducted under the RFO, but the solicitation made no mention of the RFO, instead incorporating "FAR provisions and clauses," GAO found that FAR/RFO inconsistencies had "no bearing" on resolution of protest).

We note the FAR Council has begun formal notice and comment rulemaking to formally amend some sections of the FAR to align with the RFO. See Federal Acquisition Regulation: Revolutionary Federal Acquisition Regulation Overhaul Parts 1, 2, 4, 33, 39, 40, and 53, 91 Fed. Reg. 37,550 (June 23, 2026); Federal Acquisition Regulation: Revolutionary Federal Acquisition Regulation Overhaul Parts 6, 7, 10, 18, 26, 37, and 41, 91 Fed. Reg. 37,636 (June 23, 2026); Federal Acquisition Regulation: Revolutionary Federal Acquisition Regulation Overhaul Parts 5, 24, and 29, 91 Fed. Reg. 37,676 (June 23, 2026); and Federal Acquisition Regulation: Revolutionary Federal Acquisition Regulation Overhaul Parts 3 and 49, 91 Fed. Reg. 37,698 (June 23, 2026). Notably absent from these four proposed rules are FAR/RFO parts 8, 12, 13, 14, 15, and 16, which set forth the regulations prescribing the manner in which federal agencies conduct the vast majority of acquisitions (e.g., federal supply schedule procurements, simplified acquisitions, invitations for bid, negotiated procurements, and competition for task and delivery orders under multiple award IDIQ contracts).

Accordingly, we deny Alpha Tech's contention that the solicitation is ambiguous or inconsistent with regards to the regulatory framework applicable to the MAPS procurement. See e.g., *ODP Bus. Solutions*, B-424044, Feb. 9, 2026, at 7-8 (denying protest where contract clause in question was not facially inconsistent with solicitation terms); *Advanced Scientific Applications, Inc.*, B-400312.2, Feb. 5, 2009, at 3-4 (denying protest where challenged agency FAR supplement clause did not conflict with any of the FAR provisions specified by protester).

### Definition of Financial Services

Kearney contends the solicitation's definition of financial services is ambiguous, leaving competing firms without a sufficient understanding of whether the agency intends to procure accounting or financial auditing work under the MAPS IDIQ contracts. Kearney Protest at 30-31.<sup>18</sup> As explained above, the MAPS solicitation contemplates the award of approximately 70 IDIQ contracts per domain in each of the RFP's five domains of "uncommon knowledge-based professional services," one of which is management and advisory services. RFP at 3, 243. The solicitation includes examples of service areas contractors will be required to provide under each of the five domains. *Id.* at 5-9. Relevant here, under the management and advisory services domain, one of the included service areas is "financial services." *Id.* at 7.

At the time Kearney filed its initial protest, the solicitation defined financial services as follows:

Financial Services: Financial services encompass a broad range of service sector activities, especially as concerns financial management and finance. *Some examples include accounting, budgeting, cost analysis and estimating, financial advice, financial and performance audits, and financial planning.*

AR, Tab 13, RFP amend. 9 at 7 (emphasis added).

Subsequent to the filing of Kearney's initial protest, "the Army determined that accounting and auditing services were never intended to be procured under MAPS," and issued RFP amendment 10 to revise the definition of financial services. Kearney COS at 3. When publishing amendment 10 on SAM.gov, the agency stated:

Amendment 0010 Update: This notice announces the issuance of Amendment 0010 to the MAPS Solicitation (Solicitation W15P7T26RA0006). This Amendment clarifies the scope in Section C, specific to financial services. This change can be found on page 7 of the

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<sup>18</sup> Our citations to Kearney's protest are to the firm's consolidated initial and supplemental protest. See Kearney Protest at 2 n.2.

Solicitation. No other aspects of the solicitation have changed and remains as is from the Amendment 009.

AR, Tab 23, SAM.gov MAPS Amends. Postings at 4. As amended, the final version of the solicitation defines financial services as follows.

Financial Services: Financial services encompass a broad range of service sector activities. Some examples include budgeting, budgetary planning, cost analysis and estimating, and financial advice.

AR, Tab 15, RFP amend. 10 at 7. Of import here, RFP amendment 10 specifically removed “accounting” and “financial and performance audits” from the list of example services encompassed by the solicitation’s definition of financial services under the management and advisory services domain.

In its supplemental protest filed after the issuance of RFP amendment 10, Kearney acknowledges “the amended definition for ‘financial services’ suggests that the Army may have intended to remove accounting and financial audit work from the procurement and procure these services under a separate vehicle.” Kearney Protest at 31. Kearney insists, however, the agency’s efforts in this regard were insufficient, because the solicitation still defines financial services as encompassing a “broad range of service sector activities” and then provides a non-exhaustive list of examples. *Id.* Thus, Kearney maintains, the broad nonspecific definition can still be read to cover accounting and financial audit services. *Id.* As a result, the protester argues, the solicitation’s definition of financial services is subject to at least two reasonable interpretations, rendering it impermissibly ambiguous. *Id.*

The agency responds that Kearney’s argument that the definition of financial services “might still implicitly include the very services the Army expressly removed is not a reasonable interpretation of the Solicitation’s plain language or the underlying Agency record.” Kearney MOL at 29. We agree. Here, RFP amendment 10 clearly and unambiguously removed accounting and financial auditing work from the solicitation’s definition of financial services. Kearney’s argument to the contrary is unpersuasive, and we deny it accordingly.<sup>19</sup> See e.g., *Northwest Airport Mgmt., L.P.*, B-404098,

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<sup>19</sup> As noted above, our Office recently issued a decision sustaining a separate challenge to the terms of the MAPS solicitation, in which we recommended that the agency amend and reopen the solicitation. *Intelligence Consulting Enterprise Solutions, supra* at 28. Notwithstanding our finding that RFP amendment 10 unambiguously removed accounting and financial auditing services from the RFP’s scope, if the Army amends the RFP as recommended in our separate decision, it may want to consider further amending section 1.2.2 to add accounting and financial auditing services to the express list of “Services Not Within Scope” of the MAPS procurement. RFP at 3-4. Such an addition would help ensure the contracting officials who will place orders under the MAPS IDIQ contracts--but were not involved with the solicitation drafting process, and, (continued...)

B-404098.2, Jan. 5, 2011, at 7-8 (denying contention that design standards in solicitation were ambiguous where agency issued an amendment clarifying the challenged provision).

Kearney further argues the amended definition of financial services is so broad as to be impermissibly vague. Kearney Protest at 33. Specifically, Kearney claims “[n]o means exist for an offeror to know from such a limitless definition what services the Agency might deem covered within the scope of the procurement for potential competitive purposes,” and that “[a]bsent such basic information, offerors cannot make informed decisions about how to compete or even whether to compete.” *Id.* The agency responds that the definition’s examples of “budgeting, budgetary planning, cost analysis and estimating, and financial advice” provide a sufficiently clear description of the scope of financial services included in the MAPS procurement, especially where, as here, the solicitation seeks to award multiple IDIQ contracts under which precise technical requirements will be prescribed for each task order. Kearney MOL at 30.

Here, in this procurement for the award of multiple IDIQ contracts, we find the solicitation’s definition of financial services is sufficient to inform offerors about the types of financial services intended to be procured under the resulting IDIQ contracts, especially when read in conjunction with the solicitation’s listing of NAICS codes under which offerors can submit past performance QPs that will be considered relevant to the management and advisory services domain.<sup>20</sup> See RFP at 220-221. Accordingly, we

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thus, are not likely to be aware of the history of the amended definition of financial services--will be put on notice unequivocally that accounting and financial auditing services are not within the scope of the MAPS IDIQ contracts.

<sup>20</sup> With respect to determining whether a submitted past performance QP is relevant, the solicitation provides offerors can submit projects that were performed under any of the overarching domain-specific NAICS codes for the five domain service areas, or various additional NAICS codes listed for each of the domains. RFP at 220-221. The overarching NAICS code for the management and advisory services domain is 541611--Administrative Management and General Management Consulting Services. *Id.* at 221; <https://www.census.gov/naics/> (last visited Sept. 14, 2026). One of the two additional NAICS codes under which QPs will be considered relevant to the management and advisory services domain is 611430--Professional and Management Development Training. RFP at 220; <https://www.census.gov/naics/> (last visited Sept. 14, 2026). The second additional relevant NAICS code listed for the management and advisory services domain--541712--does not appear to be a valid NAICS code under the most recent list of codes maintained by the U.S. Census Bureau; we note this as it could be a typographical error the agency may want to consider correcting if it reopens and amends the solicitation, as discussed above. RFP at 220; <https://www.census.gov/naics/?input=541712&year=2022> (last visited Sept. 14, 2026).

(continued...)

deny this protest ground. See e.g., *Coast to Coast Computer Prods., Inc.*, B-419624.2, June 28, 2021, at 6 (denying contention that solicitation should provide additional information about work where RFP reasonably defined the scope of work to be performed).

### Purportedly Unduly Restrictive Requirements

The protesters, variously, contend the solicitation contains numerous requirements that are unduly restrictive of competition. Based on our review of the record, we find no basis to sustain. Below, we address two representative examples.<sup>21</sup>

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Importantly, the solicitation does not include among the list of relevant NAICS codes either 541219--Other Accounting Services (for accounting services provided by other than certified public accountings)--or 541211--Offices of Certified Public Accountants (for accounting, auditing, and other services provided by certified public accountants); further indicating the solicitation's definition of "financial services" does not encompass accounting and financial auditing services. RFP at 220-221; <https://www.census.gov/naics/?input=541219&year=2022&details=541219>; <https://www.census.gov/naics/?input=541211&year=2022&details=541211>; see also Kearney Protest at 24-25 (arguing that the NAICS codes included in the solicitation are too limiting for certified public accounting firms, such as Kearney, and that the solicitation should include NAICS code 541211 to permit such firms to submit their most relevant past performance).

<sup>21</sup> In addition to the various requirements challenged as unduly restrictive by other protesters, Kearney contends certain requirements are unduly restrictive as applied to firms that provide accounting and financial auditing services. See generally, Kearney Protest at 16-30. Specifically, Kearney challenges: (1) the requirement for large business offerors to provide proof of certain ISO (International Organization for Standardization) certifications at time of proposal submission; (2) the solicitation's relevancy criteria for past performance QPs for being limited to a too narrow set of NAICS codes; and (3) the requirement for past performance QPs to be 100 percent complete. *Id.* As discussed above, however, we find the types of accounting and financial auditing services at issue in Kearney's protest are not within the scope of the MAPS solicitation. Accordingly, we need not address Kearney's contentions that these three requirements unduly restrict competition for firms that provide such services.

To the extent Kearney's contentions apply outside the specific context of firms providing accounting and financial auditing services, we have considered all of Kearney's arguments and find none provides a basis to sustain the protests as the Army has demonstrated the three challenged requirements are reasonably related to the agency's needs. See e.g., AR, Tab 20, Contracting Officer's Memo for Record Re: ISO Certification and NAICS Codes at 1-2 (explaining agency's need for ISO certification at time of proposal submission as a "critical risk-mitigation strategy" that ensures the agency "only awards contracts to vendors with a mature, independently audited Quality Management System" and also ensures an offeror has an "institutionalized, repeatable

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In preparing a solicitation, a contracting agency must solicit offers in a manner designed to achieve full and open competition, and “include restrictive provisions or conditions only to the extent necessary to satisfy the needs of the agency.” 10 U.S.C. § 3206(a)(1)-(2). The determination of the government’s needs and the best method of accommodating them is primarily the responsibility of the procuring agency, as its contracting officials are most familiar with the conditions under which supplies, equipment, and services have been employed in the past and will be utilized in the future; for this reason, a procuring agency “is entitled to great discretion in establishing its needs.” *Pitney Bowes, Inc.*, B-413876.2, Feb. 13, 2017, at 3, 6.

When a protester challenges a solicitation requirement as unduly restrictive of competition, we will examine the agency’s justification for a challenged provision to ensure it is rational and can withstand logical scrutiny. *InterImage, Inc.*, B-418733, B-418733.2, Aug. 10, 2020, at 6. Where, as here, however, a requirement relates to national defense or human safety, an agency has the discretion to define solicitation requirements to achieve not just reasonable results, but the highest possible reliability and/or effectiveness. *Spatial Front, Inc.*, B-420377, Mar. 7, 2022, at 6. Our Office will not question an agency’s determinations of its minimum needs--or the best method to meet them--unless there is a clear showing that the determination has no reasonable basis. *CHE Consulting, Inc.*, B-297534.4, May 17, 2006, at 3-4. A protester’s disagreement with an agency’s judgment concerning its needs and how to best accommodate them does not show that the agency’s judgment is unreasonable. *Nexagen Networks, Inc.*, B-411209.7, June 20, 2016, at 4.

Similarly, in general, agency acquisition officials have broad discretion in the selection of evaluation criteria that will be used in an acquisition; the fact that the evaluation criteria may be burdensome, or otherwise makes a firm’s offer less competitive, is not objectionable, provided the agency’s criteria have a reasonable basis and are not otherwise contrary to law or regulation. *Intelligence Consulting Enterprise Solutions, supra* at 12; *The Electronic On-Ramp, supra* at 3. In constructing its procurements, an agency is not required to equalize a competitive advantage that a firm may enjoy--or a disadvantage it may experience--because of that firm’s particular business circumstances, where that advantage or disadvantage does not result from improper preference or unfair action by the government. *International Bus. Machines (IBM) Corp.*, B-421841, Oct. 11, 2023, at 6.

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framework for managing resources, executing deliverables, and resolving performance deficiencies”); *KPaul Props., LLC*, B-419893, B-419893.6, Sept. 15, 2021, at 5-6 (denying challenge to requirement for ISO certification to be submitted with proposals where the agency reasonably explained certification was part of evaluation scheme to provide an objective measure of offeror’s quality management processes).

## CPARS Screening

Integral challenges what it characterizes as the solicitation's "rigid CPARS screening."<sup>22</sup> Integral Protest at 9. As noted above, the solicitation requires offerors to submit scorecards that consist of two sections, with a series of pass/fail questions comprising scorecard section 1. RFP at 206, 208, 246. Additionally relevant here, the solicitation assigns each of the five domains of solicited services a domain-specific NAICS code. *Id.* at 220-222. As part of the scorecard section 1 screening process, the solicitation provides the agency will pull CPARS "for all five (5) NAICS codes under the acquisition over the last three (3) years" for large and small business offerors (but not for commercial sector vendors). *Id.* at 209-211, 246-247. With respect to the CPARS review for large business offerors, the solicitation states: "If 5 [percent] or more of the element ratings are MARGINAL or below, the Offeror will be excluded from evaluations." *Id.* at 210-211. Any ratings of "N/A" (not applicable) "will not negatively impact an Offeror's score," nor will a lack of CPARS ratings negatively impact an offeror. *Id.* Further, the solicitation limited the CPARS elements to which the screening criterion would be applied, stating that the "Regulatory Compliance" and "Small Business Subcontracting" elements would not be included.<sup>23</sup> *Id.* at 208.

Integral contends the CPARS screening criterion is "irrational on its face" as it "is inconsistent with the purpose of any past performance evaluation because it does not" relate to assessing whether an offeror is likely to succeed in performing the solicited requirements, "and will therefore produce misleading evaluation results." Integral Protest at 11-12. Additionally, the protester takes issue with "the Solicitation's treatment of all CPARS element ratings as having equal weight by engaging in a raw mathematical exercise" without considering whether the element is relevant or looking at the context of the rating. *Id.* at 12. Moreover, the protester argues, the solicitation "itself demonstrates the lack of necessity of the CPARS screening criteria" because section 2 of the scorecard already provides for a qualitative, rather than mechanical, evaluation of an offeror's past performance. *Id.* at 13 (citing RFP at 250-256). Integral represents the CPARS screening criterion is prejudicial to the firm because its current "CPARS record is likely to reveal that the number of ratings of 'Marginal' or below

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<sup>22</sup> NextGen initially argued the solicitation's CPARS screening evaluation criterion was ambiguous, but later withdrew this argument. See *generally* NextGen Protest at 19-21; NextGen Comments at 5 n.3.

<sup>23</sup> The RFO establishes that each CPARS must evaluate the following elements, at a minimum: (i) technical (quality of product or service); (ii) cost control (except for firm-fixed-price or fixed-price with economic price adjustment arrangements); (iii) schedule/timeliness; (iv) management or business relations; (v) small business subcontracting, when RFO Part 19 (Small Business) required submission of a subcontracting plan; and (vi) "Other (as applicable)." RFO 42.1103(b)(2).

constitutes between [DELETED] [percent] and [DELETED] [percent] under the collection methodology prescribed by the RFP.”<sup>24</sup> Integral Protest at 14.

The agency responds that the “use [of] CPARS ratings as part of the screening questions reasonably relates to the Army’s needs by providing the basis for assessing Offerors’ historical performance” because “CPARS ratings provide an objective, standardized Government record of actual contract execution.” Integral MOL at 5. The agency maintains “[o]verall, CPARS ratings provide a reliable indicator of performance--and performance risk--and the likelihood of future successful contract performance.” *Id.* The Army notes the RFO defines a CPARS rating of marginal as indicating a contractor’s performance “does not meet some contractual requirements,” and “*reflects a serious problem* for which the contractor has not yet identified corrective actions.” *Id.* at 5 (citing RFO Table 42.1). Further, the RFO instructs contracting officers that in order to justify a CPARS rating of marginal, they should “identify a significant event in each category that the contractor had trouble overcoming.” *Id.* Additionally, the agency notes that the only CPARS rating below marginal is a rating of unsatisfactory, which indicates the contractor did “*not meet most contractual requirements and recovery is not likely in a timely manner*” and that the contractor’s performance “contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.” *Id.*

Based on these definitions, “[t]he Army determined a CPARS rating of Marginal or below [*i.e.*, unsatisfactory] introduced an unacceptable level of risk for the MAPS procurement,” which “will provide uncommon knowledge-based professional services in support of enterprise information technology requirements worldwide, including both CONUS and OCONUS locations, to include hostile environments.”<sup>25</sup> Integral MOL at 6. The agency explains the services to be procured via MAPS are “mission-critical operations” and that due to “the complexity, technical sophistication, and operational importance of these services, contractor performance deficiencies present substantially greater risk than would be associated with routine commercial services.” *Id.* The Army details a number of negative effects that could result from schedule delays or performance shortfalls on MAPS task orders, including, for example, delayed deployment of mission-essential IT capabilities; and increased likelihood of agency end users experiencing “degraded technical performance, increased rework, schedule disruption, and additional oversight requirements.” *Id.*

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<sup>24</sup> Integral explains there is a range of possible percentages of CPARS ratings of marginal or below due to “recent corporate acquisitions” and the unknown aspects of how and when various contract novation actions stemming from these acquisitions will be reflected in CPARS. Integral Protest at 14 n.8.

<sup>25</sup> The acronyms denote descriptions of geographic locations: inside the contiguous United States (CONUS); and outside the contiguous United States (OCONUS). RFP at 3.

Additionally, the agency explains that because some MAPS task orders supporting enterprise IT services will involve national security systems “[f]ailures involving cybersecurity, cloud services, systems integration, network infrastructure, or other critical IT capabilities may adversely affect mission readiness, operational continuity, information assurance, and the confidentiality, integrity, and availability of sensitive Government information.” Integral MOL at 6. Given the importance of the solicited work, “[t]he Army elected to structure the CPARS screening criterion as a Pass/Fail assessment to ensure MAPS contract awardees have consistently demonstrated the capability to successfully perform contracts without exhibiting recurring performance deficiencies.” *Id.* at 7. Further, the agency explains the use of screening questions enables the Army to establish the MAPS contracting vehicle “as a true rapid-acquisition vehicle rather than a purely administrative shell.” AR, Tab 21, Contracting Officer’s Memo for Record Re: Basis of Acquisition Decisions for MAPS at 6. In this way, “[w]hen a critical mission requirement emerges” having a “pre-screened vendor pool” will enable ordering components “to execute task orders with the agility required to maintain operational readiness and technological superiority.” *Id.* at 6-7.

According to the agency, the Army chose to use a screening threshold “because of the high complexity, technical sophistication, and operational importance of MAPS services.” Integral MOL at 7. The Army notes the initial draft of the MAPS solicitation released for industry review in November of 2024, included a more stringent screening threshold that would have excluded from the competition any offeror with even a single CPARS rating of marginal or below. *Id.* After receiving industry feedback highlighting that the use of such strict gate criterion could artificially restrict competition, the agency refined the screening criterion, ultimately choosing a 5 percent threshold. *Id.*; see also AR, Tab 17a-2, Industry Feedback, Nov. 2024.<sup>26</sup> *Id.* at 7.

The agency contends the 5 percent “threshold is mathematically and operationally sound because it effectively distinguishes isolated, localized performance issues, from a systemic, enterprise-wide pattern of poor contract execution,” as “[t]he Army recognized that even highly capable, sophisticated Offerors performing a vast volume of complex work may occasionally receive an isolated Marginal (or below) rating.”<sup>27</sup> Integral MOL

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<sup>26</sup> See e.g., AR, Tab 17a-2, Industry Feedback, Nov. 2024, at cells L55, M56, L63, N89, N94, L117, N119-122, M123, L126, L153, L156, L160, N181, L184, M200-202, M208, M221, M227, L250, L297-298, N299, M301, N317, L325, M337, M343, M348, L360, L367, L394, M420. We note that, as discussed above, the agency conducted market research for the MAPS procurement consisting of multiple RFIs, releases of iterative versions of the draft solicitation, industry days, and one-on-one industry meetings; this research went on from approximately August of 2024 into March of 2026. Base COS at 2-6; see generally, AR, Tabs 17-1 through 17f-3, Tab 24b, Tab 27, Tabs 28-3 through 28-7 (reflecting the Army’s market research outreach to industry).

<sup>27</sup> The record reflects that at least two offerors responded to the draft solicitation’s initial screening criterion’s zero-tolerance threshold for any CPARS ratings of marginal or below by suggesting the agency use a percentage threshold instead; one offeror  
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at 8. Additionally, the agency notes it balanced this threshold by limiting the CPARS screening to only the four CPARS elements “most predictive of successful contract execution: Technical Quality, Schedules/Timeliness, Cost Control, and Management or Business Relations,” while excluding from the screening other areas rated by CPARS, such as small business subcontracting, that “are not as directly indicative of an Offeror’s ability to execute the operational requirements of the MAPS Performance Work Statement.” *Id.* at 7. The agency further explains that it chose to use both a CPARS threshold screening in section 1 of the scorecard and a qualitative assessment of past performance in section 2 of the scorecard, as “[t]his two-tiered approach prevents Offerors from relying solely on a small number of highly rated, self-selected QPs to mask broader performance deficiencies.”<sup>28</sup> *Id.* at 9.

The record here provides no basis for us to question the agency’s determination that including a 5 percent screening threshold for CPARS ratings of marginal or below as part of two-tiered evaluation of past performance is reasonably related to its need to ensure contractors awarded MAPS IDIQ contracts have consistently demonstrated successful performance capability and do not have a record that potentially indicates systemic poor performance. Integral’s disagreement with the Army’s method of meeting this need is insufficient to demonstrate the agency’s rationale is unreasonable or fails to withstand logical scrutiny. Further, we note that to the extent Integral argues the CPARS screening criterion is unduly restrictive because it is likely to preclude the protester from the competition, this argument is misplaced. A solicitation is not unduly restrictive merely because the chosen evaluation criteria might adversely impact some offerors. *IBM, supra* at 6.

Accordingly, we deny the protester’s challenge to the CPARS screening criterion. See e.g., *IBM, supra* at 4 (denying challenge to solicitation’s “all-or-nothing” evaluation of offerors financial liquidity and solvency where agency’s explanation that the acquisition at issue was for a long-term 10-year contract and that offerors without solid financial footing posed higher risks of unsuccessful performance over such a lengthy period of performance was reasonably related to the agency’s needs and withstood logical scrutiny); *North Shore Med. Labs, Inc.*, B-310747, Feb. 6, 2008, at 4 (denying challenge to solicitation’s experience magnitude requirements where agency reasonably determined very high volume testing was an indicator of successful performance needed for important HIV testing requirement); *SML Innovations*, B-402667.2, Oct. 28, 2010, at 2-3 (denying challenge to past performance relevancy size threshold where

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specifically recommended a 5 percent threshold. AR, Tab 17a-2, Industry Feedback, Nov. 2024, at cells N94, L367.

<sup>28</sup> We note that for the qualitative assessment of past performance in section 2 of the scorecard, the agency will consider CPARS for past performance QPs that have CPARS records and will consider PPQs for past performance QPs that do not have CPARS records. RFP at 252.

agency reasonably determined threshold was necessary to meet its needs to ensure awardees would be able to successfully manage task orders under the awarded IDIQ contracts).

#### Cybersecurity Maturity Model Certification (CMMC)<sup>29</sup> Level Evaluation Criteria

NextGen contends the solicitation's CMMC level requirements are unduly restrictive of competition because they favor offerors that received, or scheduled assessments to receive, their CMMC level 2 certifications early. NextGen Protest at 24-25. The agency explains "[t]he CMMC Program is designed to enforce the protection of sensitive unclassified information shared by [DOD] with its contractors and subcontractors." AR, Tab 21, Contracting Officer's Memo for Record Re: Basis of Acquisition Decisions for MAPS at 7. In September 2025, the DOD published a final rule implementing the CMMC program using a 4-phase approach. *Id.* Phase 1 implemented a requirement for CMMC level 2 self-assessment, which went into effect in November of 2025. *Id.* Phase 2, scheduled to go into effect on November 10, 2026, will require CMMC level 2 certified C3PAO certification. *Id.*

Relevant here, one of the pass/fail screening questions in section 1 of the MAPS scorecard requires all offerors to "provide documentation to demonstrate their CMMC Final Level 2 (self) or higher CMMC Certification." RFP at 209-211, 247. The Army explains this screening requirement was included in the MAPS solicitation based on the

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<sup>29</sup> DOD's CMMC program seeks to ensure that defense industrial base (DIB) companies comply with applicable requirements to safeguard federal contract information and controlled unclassified information (CUI). Relevant here, level 2 assessment and certification is intended for contracts that require DIB companies to handle CUI. Under level 2, DIB companies that handle CUI must conduct a self-assessment of their systems every 3 years and affirm annually that they meet 110 applicable security requirements for protecting CUI. However, if the CUI information used is defense related, a DIB company cannot conduct a self-assessment but instead must undergo a successful assessment conducted by an accredited outside organization--known as a CMMC Third Party Assessment Organization (C3PAO)--every 3 years, and then affirm annually that it meets the applicable security requirements for protecting CUI. See, e.g., DEFENSE CONTRACTOR CYBERSECURITY: DOD SHOULD ADDRESS EXTERNAL FACTORS THAT COULD IMPEDE PROGRAM IMPLEMENTATION, GAO-26-107955, March 2026, at 2-3, 10.

Level 3 is intended for contracts that require DIB companies to handle critical CUI information, which needs a higher level of protection than for Level 2. This level requires that the company meet the 110 Level 2 cybersecurity requirements and an additional 24 requirements for protecting critical CUI from advanced persistent threats. To achieve Level 3 certification, a DIB company must undergo a successful assessment of its systems conducted by DOD's Defense Industrial Base Cybersecurity Assessment Center (DIBCAC) every 3 years, and then annually affirm that it continues to meet the requirements. *Id.* at 10.

November 2025 implementation of the CMMC program's phase 1 requirement. AR, Tab 21, Contracting Officer's Memo for Record Re: Basis of Acquisition Decisions for MAPS at 7. NextGen does not challenge the CMMC level 2 self-assessment certification screening criterion.

The CMMC evaluation criterion NextGen challenges is set forth in section 2 of the scorecard. In this section, offerors are not required to have, but "may receive additional points for demonstrating they either have a current CMMC Conditional Level 2 Certification [from a C3PAO], a current CMMC Final Level 2 [from a C3PAO], a current Conditional Level 3 [DIBCAC certification], or a current Final Level 3 [DIBCAC certification]." RFP at 214-215. The possible additional points range from 1,000 to 3,500 depending on which type of CMMC certification the offeror has, at what stage in the certification process the offeror is, and what type of business the offeror is (*i.e.*, large, small, or commercial sector). *Id.* at 248-249. For example, a large business offeror that "has a scheduled Conditional or scheduled Final CMMC Level 2 (C3PAO) Certification" can receive 1,000 points; a large business offeror that "has an active and approved Conditional CMMC Level 2 (C3PAO)" can receive 1,500 points; and a large business offeror that "has an active and approved Final CMMC Level 2 (C3PAO) or higher Certification" can receive 2,500 points. *Id.* at 248.

NextGen maintains this "scoring system unreasonably favors early CMMC-certified firms without any justification that this timing preference is necessary to meet the Army's actual needs for the MAPS requirement." NextGen Protest at 25. The protester further argues this scoring system is contrary to "the DFARS [Defense Federal Acquisition Regulation Supplement] clauses implementing the CMMC program," which "make clear that current CMMC certification status is not even required until the time of award." *Id.*

The agency responds that because phase 2 of the CMMC implementation process--requiring contractors to have CMMC level 2 C3PAO certification--was scheduled to begin on November 10, 2026, the Army determined that awarding optional additional points to "companies [that] have started the C3PAO certification process" would be advantageous as award of the MAPS IDIQ contracts was projected to occur close to the November 2026 start date for CMMC phase 2. AR, Tab 21, Contracting Officer's Memo for Record Re: Basis of Acquisition Decisions for MAPS at 7.

More specifically, the agency proffers that because the heightened requirement for a CMMC level 2 C3PAO certification, rather than just a CMMC level 2 self-assessment, was scheduled to go into effect so close in time to the projected award of the MAPS IDIQ contracts, any awardee with only a self-certification would "have a narrow few month window to secure a third-party audit" before November 10, and if the awardee failed "to secure it in time, they [would] become legally ineligible to compete for or receive the majority of MAPS Task Orders." AR, Tab 22, CO Memo for Record Re: CMMC and Passthrough Rate at 2. As "industry anticipates a massive bottleneck of defense contractors attempting to schedule third-party audits with a limited number of certified C3PAO assessors," the Army cannot assume that MAPS IDIQ contract holders would be able to obtain the necessary certifications in the short time between contract

award and November 10. *Id.* at 2-3.; see also NextGen Protest at 27 (noting “the limited number of C3PAOs [is] creating a substantial backlog in assessments”). Further, because the primary purpose of the MAPS contract vehicle is “acquisition velocity,” the agency “needs contractors ready to receive CUI and execute complex task orders immediately upon issuance.” AR, Tab 22, CO Memo for Record Re: CMMC and Passthrough Rate at 3. Thus, the Army maintains, awarding higher points to offerors “who are already C3PAO certified guarantees the Government is building a pool of highly capable contractors who can legally execute work for the full life of the vehicle, rather than carrying ‘dead weight’ contractors who stall out in Year One.” *Id.* at 2.

Based on this record, we conclude the scorecard section 1 screening questions appropriately include, as a mandatory requirement, only that offerors have the CMMC level 2 self-assessment certification currently implemented by CMMC program phase 1. We also find unobjectionable the MAPS solicitation’s awarding of a higher number of scorecard section 2’s optional additional points for early compliance with--what was at the time of the solicitation’s issuance--the imminent requirement for a higher level of CMMC certification. In this regard, the record demonstrates that the available optional scoring points are reasonably related to the agency’s needs to avoid having a large number of MAPS IDIQ contract holders unable to compete for task orders while they await CMMC level 2 C3PAO certification.

Accordingly, we deny NextGen’s contention that the solicitation’s two-tier CMMC certification evaluation and scoring system unduly restricts competition. See e.g., *ADVENTureOne LLC*; *Apogee Eng’g, LLC*, B-408685.23, B-408685.26, Sept. 20, 2019, at 5-6 (denying challenge that terms of solicitation allowing offerors to earn points under evaluation scoring criteria were unduly restrictive of competition where terms were not minimum requirements and were reasonably related to the agency’s needs). Nor does the fact that NextGen may be unable to earn the maximum number of available points for CMMC certification provide a basis to conclude the solicitation’s CMMC scoring system is unreasonable or unduly restrictive of competition, as an agency is not required to equalize a competitive advantage that a firm may enjoy--or a disadvantage it may experience--because of the firm’s particular business circumstances where that advantage or disadvantage does not result from an improper preference or unfair action by the government. *Id.* at 6.

As noted by NextGen in its comments on the agency report, however, a few weeks after the MAPS solicitation closed, DOD suspended the CMMC program phase 2 requirements that were scheduled to go into effect on November 10. NextGen Comments at 6; NextGen Comments, exh. D, DOD CMMC Suspension Memo, July 13, 2026, at 2. In this connection, DOD issued a memorandum on July 13, 2026 pausing the rollout of the CMMC program and suspending the phase 2 implementation schedule. NextGen Comments, exh. D, DOD CMMC Suspension Memo at 2. In relevant part, the memo states: “Program Managers and requiring activities must only include the need for CMMC Level 1 (Self) or Level 2 (Self) assessments in procurement request and requirement documents. Program Managers and requiring activities may *not* designate CMMC Level 2 (C3PAO) or Level 3 (DIBCAC) assessments during this

period.” *Id.* at 3. Further, the memo directed that if a current solicitation “included a CMMC Level 2 (C3PAO) or CMMC Level 3 (DIBCAC) requirement, Program Managers and requiring activities *must* initiate amendments to active solicitations.” *Id.* NextGen argues that, in light of the CMMC suspension memo, “the Army is imposing requirements that the [DOD] is not requiring and unduly restricting competition as a result.” NextGen Comments at 7.

The Army characterizes NextGen’s comments in this respect as a supplemental protest argument, and requests that we dismiss it as untimely because it was not filed within 10 days of the July 13 issuance of the CMMC suspension, but was instead submitted in the protester’s August 3 comments on the agency report. NextGen Supp. COS/MOL at 1. Substantively, the agency notes that the MAPS solicitation closed prior to the pause in CMMC requirements and at the time the solicitation closed “the Army fully anticipated that the CMMC 2 requirements would be implemented in accordance with the applicable regulations.” NextGen Supp. COS/MOL at 2. The agency maintains that the July 13 DOD CMMC Suspension Memo “has absolutely no relevance to whether it was reasonable for the Army to include in the MAPS Solicitation a provision essentially providing ‘extra credit’ for having the certification already at the time of proposal submission, given the applicable regulatory requirements at the time.” *Id.*

As discussed above, our regulations require that a protest based on alleged improprieties in a solicitation that are apparent prior to the time set for receipt of proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). For all other bases of protest, our regulations require a protest to be filed not later than 10 days after the basis of protest is known or should have been known, whichever is earlier. 4 C.F.R. § 21.2(a)(2). Further, where a protester initially files a timely protest, and later supplements it with new grounds of protest, the later-raised allegations must independently satisfy our timeliness requirements, as our regulations do not contemplate the piecemeal presentation or development of protest issues. *Medical Staffing Solutions USA*, B-415571, B-415571.2, Dec. 13, 2017, at 3.

NextGen contends its argument based on the CMMC suspension does not constitute a supplemental protest ground, but is instead additional support for the protester’s original challenge to the solicitation’s CMMC scoring system. NextGen Supp. Comments at 4-5. We disagree. Whereas NextGen’s initial challenge to the solicitation’s CMMC scoring system was predicated on the RFP’s terms and the CMMC rubric in place at the time the RFP closed, NextGen’s contentions in its comments are a distinct line of argument predicated on a change in the CMMC rubric that occurred after the RFP closed. Furthermore, NextGen’s later-raised allegations are incapable of providing support for the original allegations as the two sets of allegations are rooted in two different CMMC rubrics—one that existed prior to July 13 and the one that exists after that date. Nor does the July 13 CMMC suspension memo have any bearing on whether the Army’s CMMC evaluation criteria were reasonably related to the agency’s needs as understood against the backdrop of the applicable CMMC regulatory rubric in place *prior* to the July 13 memo. Accordingly, we dismiss as untimely NextGen’s new argument based on the CMMC suspension where it was raised more than 10 days after it was known or

should have been known.<sup>30</sup> 4 C.F.R. § 21.2(a)(2); see e.g., *Medical Staffing Solutions USA, supra* at 4 (dismissing as untimely later-raised allegations where those grounds did not independently satisfy our timeliness requirements).

The protests are denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>30</sup> Nonetheless, as noted above our Office recently issued a decision sustaining a separate challenge to the terms of the MAPS solicitation, in which we recommended that the agency amend and reopen the solicitation. *Intelligence Consulting Enterprise Solutions, supra* at 28. If the Army follows our recommendation and reopens the MAPS solicitation, then the RFP will become an “active solicitation[.]” NextGen Comments, exh. D, DOD CMMC Suspension Memo at 3.

We acknowledge that the MAPS solicitation does not establish CMMC Level 2 (C3PAO) or CMMC Level 3 (DIBCAC) certification as a mandatory requirement, instead making these higher-level certifications optional scorecard items for which offerors can earn additional points. In light of the suspension memo’s apparent intent for agencies to stop including these higher-level CMMC certifications in active solicitations, however, if the Army reopens the MAPS solicitation, we encourage the agency to consider whether the existing CMMC evaluation criteria reasonably reflect the agency’s current requirements.