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Decision

Matter of: Integrity Management Consulting, Inc.

File: B-424613; B-424613.2

Date: October 1, 2026

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Daniel J. Strouse, Esq., Cordatis LLP, for ASET Partners Corp., the intervenor.
Michael Noyes, Esq., Department of Homeland Security, for the agency.
Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that solicitation contained a latent ambiguity is denied where the protester's interpretation of the solicitation language in question is not reasonable.
2. Protester is not an interested party to challenge other aspects of the evaluation where its quotation was reasonably evaluated as ineligible for award.

DECISION

Integrity Management Consulting, Inc., a small business of McLean, Virginia, protests the issuance of a task order to ASET Partners Corp., a small business of Alexandria, Virginia, under request for quotations (RFQ) No. 70US0926Q70092599, issued by the Department of Homeland Security (DHS), United States Secret Service (USSS), for geospatial information and technology services. The protester argues that the solicitation was latently ambiguous, resulting in the agency's unreasonable evaluation of Integrity's corporate experience quotation. The protester further contends that the agency unreasonably evaluated the protester's technical quotation and made a flawed best-value determination.

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

BACKGROUND

On February 12, 2026, USSS issued the RFQ to the holders of DHS's Geospatial Technical Support Services (GTSS) 3.0 multiple-award Blanket Purchase Agreement

(BPA) pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 8.4.¹ Agency Report (AR), Exh. 2, RFQ at 183, 229.² The RFQ anticipated the issuance of a single labor-hour task order with a 12-month base period and four 12-month option periods. RFQ at 183, 198.

The RFQ specified that the government intended to issue the task order on a best-value tradeoff basis “to the GTSS 3.0 BPA holder” whose quotation demonstrates a sound approach, an understanding of the requirement, and “provides the government confidence that the GTSS 3.0 BPA holder will be successful in performing the task order” at a fair and reasonable price. *Id.* at 229. The agency would evaluate quotations using three factors: 1) technical-scenario responses; 2) corporate experience; and 3) price. *Id.* The solicitation explained that the technical-scenario responses factor was more important than corporate experience, and when the two non-price factors were combined, they were more important than price. *Id.* at 234. The RFQ also notified vendors that the agency intended to evaluate quotations and issue the task order without conducting discussions. *Id.* at 224.

For the technical-scenario responses factor, the RFQ included four different technical scenarios and specified that the “Quoter shall provide a white paper that discusses the Quoter’s responses to all four [] scenarios[.]” RFQ at 232. The agency would then evaluate the contractor’s responses to the four scenarios to assess the government’s level of confidence that the technical approach would allow the vendor to successfully perform the requirements. *Id.* at 233.

For the corporate experience factor, the RFQ instructed vendors as follows:

The Quoter shall submit a listing of at least three (3), but no more than five (5), relevant contracts held with the Federal Government within the past five (5) years in which similar services have been performed. The Quoter

¹ We note that although the RFQ also indicates that it was issued pursuant to the DHS class deviation implementing Revolutionary FAR Overhaul subpart 8.4, *see, e.g.*, RFQ at 183, the parties have not alleged or established that any distinctions between the prior FAR part 8 and the Revolutionary FAR Overhaul versions of FAR part 8 affect the analysis of the agency’s actions in this procurement.

² The agency produced the AR with four total combined exhibits, which include multiple distinct documents under each numbered exhibit. *See* Memorandum of Law (MOL) at 19 (providing an index of each document, by name, included within the four exhibits). The agency also assigned sequential numbers, commonly known as BATES numbers, to each page in the AR, beginning with number 1 for the first page of exhibit 1 and concluding with the number 352 for the last page of exhibit 4. Accordingly, when citing the AR, our decision identifies the AR exhibit number, the document title of the specific document referenced within the exhibit, and the BATES number of the specific page within that document and exhibit.

must be the prime contractor holder for the submitted relevant contract, or the contractor performing the relevant work if operating as a joint venture.

Id. at 232. The corporate experience evaluation criteria indicated that the agency would “assess its level of confidence that the Quoter will successfully perform the requirements based upon the information provided by the Quoter describing their relevant experience performing similar services.” *Id.* at 233.

For each of the non-price factors, quotations would be assigned one of four confidence ratings: “High Confidence;” “Some Confidence;” “Low Confidence;” or “No Confidence,” with the solicitation providing definitions for each rating. *Id.* at 234. As relevant to this protest, the solicitation’s definition of “Low Confidence” provides:

The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the task order even with Government intervention. A Quoter receiving a low confidence rating is not eligible for award without conducting exchanges[.]

Id.

Prior to the date that quotations were due, the agency received various questions, which the agency then answered and published in the RFQ. RFQ at 242-247. Among these was a question concerning the corporate experience factor and whether the agency would consider projects performed by major subcontractors:

Corporate Experience states that ‘The Quoter must be the prime contractor holder for the submitted relevant contract, or the contractor performing the relevant work if operating as a joint venture.’ Can the Government confirm whether major subcontractors in a Prime/Sub teaming arrangement, as defined under FAR Part 9.6, may also submit relevant contracts in which they served as the prime contractor?

RFQ at 245. The agency answered the question by paraphrasing the RFQ’s corporate experience instructions, noting that “per the solicitation, the Quoter shall submit relevant contracts in which they served as the Prime contractor, or contracts where they performed the relevant work as part of a joint venture.” *Id.*

Quotations were due on March 27, and four BPA holders, including ASET and Integrity, submitted timely quotations. AR, Exh. 3, Technical Evaluation Team (TET) Report at 253, 267. When evaluating Integrity’s corporate experience submission, the agency noted that Integrity’s experience revealed limited technical depth and concluded that the “TET has low confidence that this Quoter understands the requirement, proposes a sound approach, or will be successful in performing the task order even with Government intervention.” *Id.* at 261-262; MOL at 11. Accordingly, the agency assigned Integrity’s quotation a rating of “Low Confidence.” *Id.*

Additionally, the agency noted that one of the five projects that Integrity included in its corporate experience submission was experience performed by Integrity's major subcontractor and not Integrity. AR, Exh. 3, Business Evaluation Committee Report at 273. The evaluators explained that the agency excluded this example from consideration because the RFQ specified that "[t]he Quoter must be the prime contractor holder for the submitted relevant contract, or the contractor performing the relevant work if operating as a joint venture." *Id.* As a result, the agency did not consider the "non-compliant subcontractor Corporate Experience submission" during the evaluation of Integrity's corporate experience. *Id.* at 273-274.

The summary of the agency's evaluation of quotations is reflected below:

	Technical - Scenario Responses	Corporate Experience	Total Evaluated Price
ASET	High Confidence	High Confidence	\$20,388,479
Vendor C³	Some Confidence	Some Confidence	\$15,242,158
Integrity	Some Confidence	Low Confidence	\$18,361,195

AR, Exh. 3, SSDD at 290.

After concurring with the TET's evaluation findings for each evaluation factor, the contracting officer excluded Integrity from further consideration, noting that "[t]he uncertainty regarding the vendor's understanding of the requirements and soundness of approach, and increased risk of unsuccessful performance, combined with Integrity's relatively high offered price prevents Integrity's [quotation] from providing the best value." *Id.* at 296. Thereafter, the contracting officer conducted a tradeoff between the two highest-rated vendors, ASET and vendor C, and concluded that ASET's "far superior approach" with "significantly less risk of unsuccessful performance" justified the price premium of ASET's quotation. *Id.* at 297-298. The agency then selected ASET as offering the best value to the government. *Id.* at 298.

After being notified of the agency's selection decision and receiving a brief explanation of the award, Integrity filed this protest.

³ Although four BPA holders submitted quotations, the agency redacted from the record all evaluation details concerning vendor A. The agency included the confidence ratings and price for vendor C, however, as the agency's best-value tradeoff analysis compared the two most highly rated quotations--submitted by vendor C and ASET--after Integrity's quotation was excluded from further consideration. See AR, Exh. 3, Source Selection Decision Document (SSDD) at 290, 297.

DISCUSSION

The protester challenges the agency's evaluation of Integrity's quotation under the technical-scenario responses and corporate experience factors, and contends that USSS conducted a flawed best-value decision when selecting the higher-priced quotation submitted by ASET. Comments & Supp. Protest at 1-12.

Where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, we do not conduct a new evaluation or substitute our judgment for that of the agency. *Lamb Informatics, Ltd.*, B-418405.5, B-418405.6, Mar. 5, 2021, at 6. Rather, we will review the record to ensure the agency's evaluation and award decision were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *TechGlobal, Inc.*, B-424287, B-424287.2, June 1, 2026, at 4.

For the reasons discussed below, we find no basis to sustain Integrity's protest.⁴

Latent Ambiguity

Integrity argues that the solicitation's instructions for the submission of relevant experience references were latently ambiguous. Comments & Supp. Protest at 2-8. Specifically, the protester contends that "the RFQ contained less than clear instructions

⁴ The protester raised various ancillary arguments in addition to, or in variation of, those addressed below. Although our decision does not address each argument, we have considered them all and find no basis to sustain the protest. For example, after the protester filed its comments on the agency report, the agency and intervenor argued that Integrity abandoned all but one of the allegations Integrity raised in its initial protest. Supp. MOL at 15-17; Intervenor Supp. Comments at 1-3. Our Office considers a protest allegation abandoned where the agency substantively responded to the allegation, but the protester's comments fail to substantively address the agency's response. 4 C.F.R. § 21.3(i)(3); *Yang Enters., Inc.*, B-415923, Mar. 12, 2018, at 2.

Here, apart from its broad challenge to the agency's best-value tradeoff decision, the protester did not substantively address the agency's responses to Integrity's initial protest allegations--instead advancing new challenges concerning the agency's failure to consider a proposed corporate experience reference based on an alleged latent ambiguity and weaknesses assigned to Integrity's technical proposal. *Compare* Protest at 19-25 *with* Comments & Supp. Protest at 1-12. Although the protester purported to incorporate its earlier arguments by reference, see Comments & Supp. Protest at 2, such a general statement does not preserve allegations when the protester fails to substantively respond to the agency's position. See, e.g., *MIRACORP, Inc.*, B-410413.2, Feb. 23, 2015, at 6 n.2. Accordingly, we dismiss as abandoned Integrity's initial protest allegations other than the protester's broad challenge to the agency's best-value tradeoff decision, which we address below.

regarding the submission of corporate experience references as it never defined the term ‘Quoter’ as it related to the source of corporate experience examples that could be included in [quotations].” *Id.* at 5. The protester asserts that the RFQ’s lack of clarity led Integrity to assume the agency would accept an example of relevant prime contractor experience performed by Integrity’s major subcontractor, the current incumbent contractor. *Id.* at 5-6. Integrity further contends that the question submitted to the agency concerning which entities could submit relevant experience (and the agency’s answer essentially repeating the evaluation criteria) demonstrates that the solicitation was unclear. See *id.* at 5-6; Supp. Comments at 2, 7. The protester contends that it only realized the agency’s “strained” interpretation of which entities constituted the “Quoter” when Integrity received the evaluation record as part of this protest. Comments & Supp. Protest at 5.

The agency responds that the term “Quoter,” as used in the criteria for the corporate experience factor, and throughout the RFQ, is clear and unambiguous--and referred to the prime contractor holder of the GTSS 3.0 BPA. Supp. Contracting Officer’s Statement at 1-2; Supp. MOL at 2-6. In this regard, the agency argues that the RFQ repeatedly and unambiguously identified the “Quoter” as the BPA holder submitting the quotation. *Id.* The agency contends that Integrity’s interpretation is unreasonable because the term “Quoter” is clear and there is no language in the RFQ suggesting that the agency requested, or would accept, examples of subcontractor experience of any kind under the corporate experience factor. Supp. MOL at 5.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Zolon PCS II, LLC; Polaris Consulting Grp., Inc.*, B-420745.2 *et al.*, Sep. 20, 2023, at 11. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison, JV, LLC*, B-416741.2, Nov. 21, 2018, at 3-4. An ambiguity exists when two or more reasonable interpretations of a solicitation’s terms are possible. *KMK Constr., Inc.*, B-418639.2, Dec. 29, 2020, at 5. If the solicitation language is unambiguous, our inquiry ceases. *Desbuild, Inc.*, B-413613.2, Jan. 13, 2017, at 5.

Here, we reject Integrity’s latent ambiguity argument because the protester has not demonstrated that its interpretation of the term “Quoter” is reasonable. As an initial matter, beyond various assertions, Integrity identifies no provision of the RFQ supporting its assumption that the term “Quoter” encompassed both the entity submitting the quotation and its proposed subcontractors. Integrity emphasizes that the RFQ did not expressly define the term “Quoter”--but the absence of a definition does not, by itself, establish a latent ambiguity. Instead, the term must be considered in the context of the solicitation as a whole. See *Constructure-Trison, JV, LLC, supra*.

In our review of the record, we see no basis to find that the RFQ contemplated the evaluation of prime contractor experience performed by proposed subcontractors, as urged by Integrity. Although the RFQ did not expressly define the term “Quoter,” we

find that its meaning is clear when the solicitation is read as a whole. In this regard, we note that the agency uses “BPA holder” and “Quoter” interchangeably throughout the RFQ. For example, in the “Instructions to Quoters,” the RFQ specified that the task order competition was limited to “GTSS 3.0 BPA holders” and repeatedly identified the BPA holder as the entity submitting the quotation. RFQ at 229-230. The solicitation also explicitly connected the term “Quoter” to the entity holding the GTSS 3.0 BPA, for example by referring to the “Quoter’s DHS GTSS 3.0 Contract” when specifying which clauses and provisions will apply to the task order. *Id.* at 203. As a further example, the RFQ’s pricing instructions directed “Quoters” to complete a worksheet describing the BPA holder’s proposed pricing, which was required to be consistent with the “rates set forth in the DHS GTSS 3.0 BPA holder’s underlying BPA.” *Id.* at 232-233. The evaluation criteria then specified that prices must be consistent with the “Quoter’s master DHS GTSS 3.0 contract[.]” *Id.* at 234. In each instance, the term “Quoter” is used to identify the BPA holder submitting the quotation.

Read in the context of the entire solicitation, we find that under the corporate experience factor, the term “Quoter” referred to the corporate entity that holds the GTSS 3.0 BPA. Accordingly, we find that the corporate experience instructions and evaluation criteria advised vendors that the agency would evaluate prime contractor experience of the BPA holder submitting the quotation.⁵ Put simply, the solicitation did not suggest that the term “Quoter” refers to any entity other than the prime contractor BPA holder, and we thus find the agency’s interpretation to be the only reasonable interpretation of the solicitation. See *Atlantic Sys. Grp., Inc.*, B-413901, B-413901.2, Jan. 9, 2017, at 7 (rejecting argument that the term “offeror” was ambiguous and could encompass both the prime contractor and subcontractors).

We also reject the protester’s argument that the “less than clear instructions regarding the submission of corporate experience references” suggested a latent ambiguity or affirmed Integrity’s interpretation as reasonable. Comments & Supp. Protest at 5. To the extent that Integrity asserts that the RFQ’s use of the term “Quoter” was unclear or vague, such an allegation does not pertain to ambiguities in the RFQ--but is instead more properly a challenge to the terms of the solicitation that should have been raised

⁵ Indeed, the instructions and criteria for the corporate experience factor did not suggest that the agency was requesting, or intended to evaluate, the experience of the BPA holder’s subcontractors--or any subcontractor experience whatsoever. In this regard, the protester’s reliance on our decision in *RELI Group, Inc.*, B-412380, Jan. 28, 2016, is misplaced. There, the solicitation expressly permitted subcontractor past performance references and required such references to concern the same projects submitted under the relevant experience factor. *Id.* at 6-7. Read together, those provisions reasonably supported the protester’s interpretation that it could submit experience references from its proposed subcontractor. *Id.* Here, the RFQ contains no comparable language indicating the agency sought, or intended to evaluate, a proposed subcontractor’s experience. Thus, the textual basis supporting the finding of ambiguity in *RELI Group* is absent here.

before the closing date for receipt of quotations. 4 C.F.R. § 21.2(a)(1); *ConsortiEX, Inc.*, B-422078, B-422078.2, Dec. 22, 2023, at 6-7 (rejecting latent ambiguity argument based on alleged lack of specificity in the solicitation as an untimely challenge to the terms of the solicitation); *see also Glock, Inc.*, B-414401, June 5, 2017, at 14 (finding a lack of clarity apparent on the face of the solicitation was a patent ambiguity).

Here, the alleged omission--the absence of an explicit definition or further explanation specifying the entities encompassed by the term "Quoter"--was apparent from the RFQ before the deadline for submission of quotations. The protester's decision to assume that the term included experience obtained by a major subcontractor does not render that alleged lack of clarity latent--nor does the protester's characterization of this alleged ambiguity as latent render such a challenge timely. *ConsortiEX, Inc., supra.*; *IBM Corp., IBM Consulting--Federal*, B-421471 *et al.*, June 1, 2023, at 13 (dismissing allegation as untimely challenge to the solicitation when latent ambiguity challenge was based on alleged lack of clarity of a critical solicitation term).

We are likewise unpersuaded by the protester's suggestion that the agency's failure to clarify the definition of the term "Quoter" during the question-and-answer period indicates that the term was latently ambiguous. In this regard, the protester argues that because the term "Quoter" was not defined in the RFQ, "the ambiguity would have been erased with a short yes/no answer as to whether the [a]gency would accept corporate experience examples from a competitor's proposed subcontractor where they performed work as a prime contractor." Supp. Comments at 7; *see also* Comments & Supp. Protest at 5-6. Even accepting that characterization, the alleged inadequacy of the agency's response was apparent before quotations were due. If Integrity believed that the agency's response left the solicitation insufficiently clear concerning which entity's experience would be considered, it was required to challenge that alleged defect before the solicitation's closing date. *See Strategic Mgmt. Sols., LLC*, B-416598.3, B-416598.4, Dec. 17, 2019, at 15-16 (dismissing as untimely a challenge concerning an undefined solicitation term where the agency responded to a clarification request by repeating existing instructions). The agency's alleged failure to provide more clarity does not permit the protester to defer its challenge until after award. *See id.*

In sum, the protester identifies no solicitation language supporting its contention that the term "Quoter" also encompassed a proposed subcontractor--nor does Integrity explain how its interpretation aligns with the RFQ language as a whole. The protester's assumption, without more, does not demonstrate that the solicitation was susceptible to two reasonable interpretations. *ConsortiEX, Inc., supra* at 5-6. Because we see no basis to find that the term "Quoter" is susceptible to two or more reasonable interpretations, we do not find the term to be ambiguous, latent or otherwise. *See Atlantic Sys. Grp., Inc., supra.* Accordingly, we deny this protest ground.

Remaining Allegations

The protester also contends that the agency applied unstated evaluation criteria and improperly assigned weaknesses in each of the four scenarios under the technical-

scenario responses factor. Comments & Supp. Protest at 8-12. Additionally, Integrity argues that because the agency's underlying evaluation was flawed, the agency's best-value tradeoff decision was also unreasonable. *Id.* at 12; Protest at 2, 22. We dismiss these allegations because Integrity is not an interested party to pursue them.

Under our Bid Protest Regulations, a protester must be an interested party, that is, an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award a contract. 4 C.F.R. §§ 21.0(a)(1), 21.1(a). Determining whether a party is interested involves consideration of a variety of factors, including the party's status in relation to the procurement. *Ardmore Consulting Grp., Inc.*, B-423916.2, B-423916.3, July 23, 2026, at 8. A protester lacks the requisite interest where sustaining its allegation would not place it in line for award. *Id.*; *Lamb Informatics, Ltd.*, *supra* at 7-8.

Here, the agency determined that Integrity's corporate experience quotation merited a rating of "Low Confidence" as defined by the RFQ. AR, Exh. 3, SSDD at 296. As discussed above, the solicitation specified that "[a] Quoter receiving a low confidence rating is not eligible for award without conducting exchanges[.]" RFQ at 234. The agency did not conduct any exchanges here, and Integrity does not argue that the agency was obligated to do so. Nor does Integrity challenge any other aspect of the agency's corporate experience evaluation. Accordingly, even if we found the protester's remaining allegations had merit, Integrity's quotation would still be ineligible for award. On this record, Integrity lacks the direct economic interest necessary to be an interested party to protest the evaluation of its technical quotation or the agency's resulting best-value award decision.⁶ 4 C.F.R. § 21.0(a)(1); *Lamb Informatics, Ltd.*, *supra*. We thus dismiss the remaining allegations.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

⁶ Integrity did not allege that the agency misevaluated ASET's quotation or the quotation submitted by vendor C--nor do we see any basis to disagree with the agency's decision to exclude Integrity, an ineligible vendor, from the agency's best-value tradeoff analysis. Accordingly, even if we were to sustain the protester's remaining challenges, Integrity would not be in line for award because its quotation was otherwise reasonably found ineligible for award and both the awardee and vendor C would remain eligible. See *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 5.