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Decision

Matter of: Reliance Test & Technology

File: B-424203.3; B-424203.4

Date: October 13, 2026

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DIGEST

1. Protest challenging the agency's conclusion that the disclosure of offerors' pricing information did not compromise the integrity of the procurement is sustained where the agency's conclusion is not supported by the record.
2. Protest challenging various aspects of the agency's evaluation of the offerors' technical proposals is denied where the evaluation was reasonable and consistent with the terms of the solicitation.

DECISION

Reliance Test & Technology (Reliance),¹ of Crestview, Florida, protests the award of a contract to Strategic Test Solutions, LLC (STS),² of Huntsville, Alabama, under request for proposals (RFP) No. FA248824RB003, issued by the Department of the Air Force,

¹ Reliance is a joint venture comprised of InDyne Inc. and Amentum Corp. Protest at 4. Citations to the record use the PDF pagination of the documents produced, unless otherwise paginated.

² STS is a joint venture comprised of AI Signal Research, Inc. and Sierra Lobo, Inc. Agency Report (AR), Tab 20, STS Technical Proposal at 12.

for operation and maintenance services to support research, development, testing, evaluation, and training missions at Eglin Air Force Base, Florida, and other test locations. The protester primarily challenges the Air Force's conclusion that the disclosure of the offerors' pricing information did not impair the integrity of the procurement. The protester also challenges various aspects of the agency's evaluation of the offerors' proposals and the best-value tradeoff decision.

We sustain the protest in part and deny the protest in part.

BACKGROUND

On March 25, 2025, the agency issued the solicitation pursuant to the procedures of Federal Acquisition Regulation (FAR) part 15, seeking a contractor to provide operation and maintenance services to support research, development, testing, evaluation, and training missions associated with military aerospace equipment and weapons at Eglin Air Force Base, Florida, and other test locations. AR, Tab 4, RFP at 1. The agency refers to the procurement as Elgin Operations and Maintenance Services II or EOMS II. Contracting Officer's Statement (COS) at 2. The RFP contemplated the award of a cost-plus award fee contract, with a base period and option periods providing for up to 10 years of performance. *Id.*; see also RFP at 13-15. Reliance is the incumbent contractor for the requirement.

The RFP established that source selection would be made using a best-value tradeoff considering two evaluation factors--technical and cost/price--with the technical factor as the more important factor. AR, Tab 3, RFP § M at 4-5.³ The technical factor was comprised of the following five subfactors: (1) management approach, (2) technical sustainment and modernization, (3) staffing plan, (4) transition, and (5) subcontracting. *Id.* at 4. The RFP provided that the first two subfactors were of equal importance, and when combined, were significantly more important than the other technical subfactors. *Id.* at 5. The staffing plan subfactor was more important than the transition subfactor. *Id.* With the exception of the subcontracting subfactor, which would be evaluated on an acceptable/unacceptable basis, the agency would assign one of the following technical/risk ratings for each subfactor: outstanding, good, acceptable, marginal, and unacceptable. *Id.* at 5-6. The agency would also assess significant strengths, strengths, excesses, uncertainties, weaknesses, significant weaknesses, and deficiencies.⁴ *Id.* at 6-7.

³ The agency issued the solicitation instructions (submitted as agency report tab 8) and evaluation factors (submitted as agency report tab 3) as attachments to the RFP. The instructions and evaluation criteria are cited herein as section L and section M, respectively.

⁴ As relevant here, the RFP defined a strength as "[a]n aspect of the proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." RFP § M at 7.

As relevant here, for the management approach subfactor, the agency would evaluate “the extent to which the Offeror’s proposal demonstrates a comprehensive and proficient understanding of operational, management and improvement and modernization experience necessary to execute the requirements described in the [performance work statement (PWS)].” RFP § M at 7. The management approach subfactor was comprised of two elements: workload management and prior experience. *Id.* at 7-8. When evaluating prior experience, the agency would assess whether the offeror demonstrated experience in various areas, including with personnel management and staffing. *Id.* at 8.

For the technical sustainment and modernization subfactor, the agency would evaluate “the extent to which the Offeror’s proposal demonstrates a comprehensive and proficient understanding of the system engineering and planning processes” needed to successfully execute projects in accordance with the PWS. RFP § M at 8. The Air Force would also assess whether the offeror “demonstrate[d] innovative strategies for agile manpower surges while sustaining current equipment and facilities.” *Id.*

For the cost/price proposal, the RFP instructed offerors to complete a cost model spreadsheet, provided as an attachment to the RFP, which contained certain limitations and prepopulated information. AR, Tab 8, RFP § L at 19. The cost model spreadsheet was prepopulated with labor categories and labor hours, and the RFP advised offerors not to propose different labor categories or hours. *Id.* Offerors were required to adhere to minimum labor rates provided for each labor category, as well as other minimum rates. AR, Tab 10, RFP attach. L-4, Cost Model Spreadsheet at Instructions. Offerors were also required to use agency-provided plug-in values for material and travel costs, and the minimum award fee was five percent. *Id.* The solicitation established that the Air Force would evaluate cost/price proposals for completeness, reasonableness, realism, unbalanced pricing, and total evaluated price (TEP). RFP § M at 10.

Procurement & Procedural History

This protest follows several prior rounds of protests and agency voluntary corrective action. The Air Force received three proposals prior to the solicitation’s May 13 closing date, including the proposals submitted by Reliance and STS. COS at 5. The agency evaluated the offerors’ proposals, established a competitive range consisting of the three offerors, and opened discussions. *Id.* at 5-6.

On September 30, the contracting officer closed discussions and requested final proposal revisions. COS at 6. When the agency sent the request for final proposals to the offerors, the agency included briefing slides that summarized the source selection evaluation board’s (SSEB) evaluation of each offeror’s respective proposal. *Id.* When the agency sent the briefing slides to Reliance, the Air Force inadvertently included a pricing overview slide, which contained agency-generated total evaluated cost roll-ups

for all offerors.⁵ *Id.*; see also AR, Tab 36, Pricing Overview Slide. The slide disclosed that Reliance had the lowest TEP, and STS had the highest TEP. AR, Tab 36, Pricing Overview Slide.

The next day, Reliance notified the Air Force that it had received the pricing overview slide, with the pricing information of its competitors.⁶ AR, Tab 30, Email from Reliance to Agency, Oct. 1, 2025, at 1. After receiving notification from Reliance, the contracting officer investigated the disclosure, considered potential mitigation measures, and determined that providing the pricing information to all offerors was the preferred option because it “ensure[d] parity, eliminate[d] any potential advantage to [Reliance], and maintain[ed] the integrity of the competition without unduly delaying the schedule.” AR, Tab 51, Memorandum for Record at 3.⁷ The contracting officer found that with this approach, “[a]ny potential advantage to [Reliance] or competitive harm to [the third offeror] or STS has been eliminated or is negligible.” *Id.* at 4.

On October 3, the contracting officer released the pricing overview slide to all three competitive range offerors. COS at 7. When the agency provided the slide to the offerors, the agency stated that the TEP for each offeror had been inadvertently disclosed to one offeror, and the agency continued:

In the interest of fairness and to maintain the integrity of the competition, the Government is providing the same information to all offerors. Accordingly, attached is the total evaluated price overview that was previously released in error. This information does not contain underlying proprietary information such as direct labor rates, indirect rates, award fee percentages, or other detailed pricing structures, nor does it contain any necessary information to derive underlying proprietary information.

⁵ For each offeror, the pricing overview slide depicted: evaluated labor cost, set costs (*i.e.*, the mandatory plug-in values), and unevaluated fees, overtime, and overhead. AR, Tab 36, Pricing Overview Slide. The agency states that the rows for fees, overtime, and overhead “represent total Government-calculated adjustments to cost” and “were **summary roll-ups** of multiple sub-line items and factors within the Government cost model.” AR, Tab 51, Memorandum for Record at 2.

⁶ When Reliance notified the agency that the firm had received the pricing information, Reliance identified the six personnel who received it and noted all personnel had been instructed to delete it. AR, Tab 30, Email from Reliance to Agency, Oct. 1, 2025, at 1.

⁷ Although the memorandum is dated October 6--a few days later, and after the agency took additional disclosure action--it is our understanding that the memorandum reflects the contracting officer’s assessments and decision-making that occurred when he learned of the disclosure and decided to release the information to all offerors. See AR, Tab 41, Procurement Integrity Act (PIA) Reinvestigation Report at 3-4 (stating information regarding the initial investigation was documented in the memorandum).

AR, Tab 33, Letter to Reliance, Oct. 3, 2025. The Air Force wrote: “[o]fferors may consider this disclosure in their [final proposal revision].”⁸ *Id.*

The agency received final proposal revisions from Reliance and the other two offerors prior to the October 16 submission deadline. COS at 7. Some of the proposals reflected price reductions--specifically, STS’s proposed cost/price was approximately \$72 million less than the cost/price offered in its initial proposal, and Reliance reduced its cost/price by approximately \$9 million. *Id.* The SSEB evaluated the offerors’ proposals, the source selection authority (SSA) conducted a best-value tradeoff decision, and the agency awarded the contract to STS on December 31. *Id.*

Subsequently, on January 12, 2026, Reliance filed a protest with our Office, challenging the agency’s evaluation and alleging an organizational conflict of interest (OCI). *Id.*; *Reliance Test & Tech.*, B-424203, Feb. 3, 2026 (unpublished decision). Concurrently, the third offeror filed a pre-filing notice with the Court of Federal Claims, alleging a PIA violation stemming from the disclosure of the pricing overview slide the previous October.⁹ COS at 8. The agency elected to take corrective action by reevaluating the offerors’ technical proposals, investigating the alleged OCI and the alleged PIA violation, and making a new award decision. *Id.*; *Reliance Test & Tech.*, *supra* at 1. We dismissed Reliance’s protest as academic. *Reliance Test & Tech.*, *supra* at 2.

On February 12, the contracting officer initiated the PIA reinvestigation by sending letters of inquiry to the three offerors. COS at 8; AR, Tab 44, PIA Letter to Reliance, Feb. 12, 2026; AR, Tab 46, PIA Letter to STS, Feb. 12, 2026. The agency asked Reliance and STS to respond to five items about the development of their proposed cost/price.¹⁰ For example, the agency wrote:

⁸ On October 6, Reliance sent the agency a letter, expressing concern with the agency’s response to the disclosure and disagreeing with the Air Force’s statement that the disclosed information did not constitute proprietary information. AR, Tab 58, Reliance Letter to Agency, Oct. 6, 2025, at 1. Reliance stated that releasing the offerors’ total evaluated prices was “particularly harmful” to Reliance because it had offered the lowest evaluated price, and it wrote: “the Agency should not permit offerors to make material changes to their cost estimating approaches, methodologies, and/or rates in response to the cost/pricing information the Agency released to offerors.” *Id.*

⁹ The Office of Federal Procurement Policy Act, 41 U.S.C. §§ 2101-2107 (also known as the PIA) provides, among other things, that a federal government official “shall not knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates.” 41 U.S.C. § 2102(a)(1).

¹⁰ The third offeror did not change its proposed cost/price when it submitted its final proposal revision, and the agency’s letter to that offeror focused on the decision not to adjust its proposed cost/price. AR, Tab 48, PIA Letter to Third Offeror.

If the release of the information **had no impact** on your decision to adjust, provide verifiable evidence (e.g., internal emails, draft financial models, meeting agendas dated *prior* to your receipt of competitive price information[]]) demonstrating that the pricing strategy and the specific reductions that formed your final price were being actively contemplated and analyzed by your company *before* that date.

AR, Tab 44, PIA Letter to Reliance. If the release impacted the price in the final proposal, the offeror was instructed to provide a narrative explaining how the information affected the pricing strategy. *Id.* The agency noted that the purpose of the inquiry was “to determine if and how your firm utilized this information in the development of your [final proposal revision].” *Id.*

As relevant here, STS began its February 19 response to the inquiry letter by stating that “the released initial proposal pricing was of negligible value for developing final proposal prices” because initial prices would be revised based on multiple other factors. AR, Tab 47, STS PIA Inquiry Resp. at 1. STS wrote that when it developed its initial proposal, STS knew it would need to reduce its proposed price if its proposal was included in the competitive range. *Id.* at 2. STS stated that in July 2025, the firm “decided to reduce our proposed fee, reduce our proposed escalation, and to reassess proposed costs for all cost elements that were within our ability to reduce,” but it had “not settled on the exact amount of reductions in the various cost categories by that time.” *Id.* at 2-3. With respect to the impact of the disclosure on STS’s proposed cost/price, STS wrote that it considered the slide in accordance with the agency’s instructions,¹¹ the “information was but one of multiple factors” considered in preparing the final proposal, and STS elaborated:

Because the Government issued the slide before our cost/price revisions were complete, it is impossible to quantify what impact the slide had on our proposed [final proposal revisions] cost/price. We also have no way to quantify the impact of the slide on any particular cost element or fee contained in our [final proposal revisions] cost/price.

Id. In response to the Air Force’s request for evidence regarding price reductions considered prior to the disclosure, STS stated it had not located written documentation memorializing specific cost/price reductions. *Id.* at 4.

Subsequently, in March 2026, while the PIA reinvestigation was ongoing and in response to a request for additional information from the contracting officer, STS submitted a declaration from a company representative with additional explanations for the reductions, along with supporting exhibits. AR, Tab 52, STS Decl. ¶¶ 6-15; AR,

¹¹ Reflecting the Air Force’s prior statement that offerors may consider the pricing information in developing their final proposals, STS wrote: “[w]e presume [our competitors] also reviewed, considered, and were influenced by the same information.” AR, Tab 47, STS PIA Inquiry Resp. at 3.

Tab 41, PIA Reinvestigation Report at 6. For example, STS's representative explained that the company had planned to reduce its proposed award fee when STS submitted the firm's final proposal revisions, as shown in notes from a meeting held in September 2025, but STS did not finalize its proposed fee until after receipt of the pricing overview slide. AR, Tab 52, STS Decl. ¶¶ 6-10. As an additional example, STS stated that the firm decided to reduce the proposed escalation rate for labor from [DELETED] percent to [DELETED] percent, citing projections from the Federal Open Market Committee. *Id.* ¶ 12.

The contracting officer reviewed the offerors' responses and the other investigation findings and prepared a report concluding that no "prejudicial violation" of the PIA occurred.¹² AR, Tab 41, PIA Reinvestigation Report at 24. In reaching this conclusion, the contracting officer cited to "the solicitation's pricing architecture and the nature of the disclosed information," and wrote: "[t]he procurement was intentionally designed to minimize price as the primary competitive differentiator, and the disclosed TEP slide did not reveal competitively useful proprietary strategy."¹³ *Id.* at 12. The contracting officer elaborated that the disclosed information was of limited value, as the pricing overview slide contained agency-calculated summary information, and not "raw, offeror-generated proposal data." *Id.* at 12-13.

Relevant here, the contracting officer considered the explanations that STS provided for the firm's price reductions and wrote: "STS's final price reduction was the result of a deliberate, pre-planned business strategy and was not materially influenced by the accidental disclosure of competitor pricing information." AR, Tab 41, PIA Reinvestigation Report at 20. The contracting officer acknowledged that STS had stated that it was "impossible to quantify" the impact of the disclosure, and then he concluded that STS's "consistent narrative is that their price reduction was a proactive and strategic business decision, not a reaction to gaining a competitive advantage from the price disclosure." *Id.* at 21.

As for the decision to provide the pricing information to all offerors, the contracting officer wrote that the "symmetrical disclosure of the same information to all offerors-- was the most rational and equitable course available," and "[b]y ensuring that all

¹² Although the RFP was issued under the codified version of the FAR, the agency cited to the Revolutionary FAR Overhaul (RFO) when discussing the PIA reinvestigation. See, e.g., AR, Tab 41, PIA Reinvestigation Report at 3-4, 6, 14-15, 21-23. Our Office asked the agency to clarify the discrepancy, and in response, the agency states that the FAR applies to this procurement, and because "the RFO did not substantively change the relevant provisions . . . application of the FAR will not impact the analysis of the PIA issues." Agency Resp. to GAO. The protester and intervenor do not express any disagreement with the agency's position.

¹³ The contracting officer noted the RFP included fixed labor hours and categories, mandatory minimum labor rates, government-provided plug numbers, and a minimum award fee. AR, Tab 41, PIA Reinvestigation Report at 12.

competitors possessed identical information prior to submission of Final Proposal Revisions, the Contracting Officer eliminated any potential informational asymmetry and restored the level playing field that is fundamental to a negotiated procurement.” *Id.* at 25. The contracting officer wrote that although the initial disclosure was “a regrettable procedural error,” the integrity of the procurement had been preserved by providing the information to all offerors.¹⁴ *Id.* at 24-25.

With the reinvestigation concluded, the Air Force reevaluated the offerors’ final proposal revisions as follows:

	Reliance	STS
Technical		
Management Approach	Outstanding	Outstanding
Technical Sustainment & Modernization	Good	Outstanding
Staffing Plan	Outstanding	Outstanding
Transition	Good	Good
Subcontracting	Acceptable	Acceptable
Total Evaluated Price¹⁵	\$1,856,591,150	\$1,868,802,857

AR, Tab 39, SSD at 18.

As relevant here, when the SSEB evaluated Reliance’s and STS’s proposals under the management approach subfactor, the evaluators found that each proposal met the requirements, and the SSEB assessed three strengths in each proposal related to the offerors’ approaches to workload management. AR, Tab 38, SSEB Report at 205-06, 217-19. The SSEB did not assess any strengths related to prior experience. As also relevant here, when the SSEB evaluated the offerors’ proposals under the technical sustainment and modernization subfactor, the agency identified one strength in Reliance’s proposal for the firm’s proposed reach back tool for [DELETED]. *Id.*

¹⁴ On April 1, the senior contracting official (SCO) reviewed the contracting officer’s determinations and although he disagreed with the contracting officer’s conclusion that the intentional disclosure of the pricing overview slide did not impact the procurement, as it was impossible to ascertain the extent of the price reductions offerors made after the disclosure, the SCO did not conclude that the integrity of the procurement had been compromised. AR, Tab 62, SCO Determination and Findings at 7. On May 1, the head of the contracting activity reviewed the investigation findings and determinations, and he concluded that although a PIA violation occurred, the integrity of the procurement was not compromised. AR, Tab 63, Head of Contracting Activity Memorandum. The head of the contracting activity advised the contracting officer to continue with the procurement. *Id.*

¹⁵ The agency did not make any cost adjustments to either offeror’s proposal. AR, Tab 39, Source Selection Decision (SSD) at 19.

at 224-25. On the other hand, the agency assessed two strengths in STS's proposal for STS's approach to implementing [DELETED], as well as STS's [DELETED] program. *Id.* at 211-12; see also AR, Tab 39, SSD at 9-10.

The source selection authority (SSA) reviewed the SSEB's evaluation findings, as well as a comparative analysis report prepared by the source selection advisory council. See generally AR, Tab 39, SSD at 4-18. For example, the SSA compared the strengths identified under the technical sustainment and modernization subfactor and found that the strength assessed in Reliance's proposal for its reach back tool was similar to the strength assessed to STS's proposal for the firm's [DELETED] programs. *Id.* at 11. After reviewing all of the evaluation findings, the SSA determined that STS had the most advantageous proposal under the two most important technical subfactors (management approach, and technical sustainment and modernization), and the SSA concluded that the "negligible" price difference between STS and Reliance was "decisively outweighed by the technical superiority demonstrated in STS's proposal." *Id.* at 20-21. The SSA selected STS's proposal for award. *Id.* at 23.

On June 15, the Air Force notified Reliance that its proposal had not been selected for award, and award had been made to STS. AR, Tab 67, Notice of Award at 1. After requesting and receiving a debriefing, Reliance filed this protest.

DISCUSSION

Reliance primarily protests the agency's conclusion that the disclosure of the pricing overview slide did not impair the integrity of the procurement. In addition, the protester challenges the agency's evaluation of the offerors' technical proposals and the best-value tradeoff decision.¹⁶ As set forth below, we sustain the protest of the Air Force's determination that the disclosure of the pricing overview slide did not impact the integrity of the procurement because the agency's conclusion is not supported by the record. We have reviewed Reliance's evaluation challenges, and although we do not specifically address every argument, or permutation thereof, raised by the protester, we fully considered them all and find none provides a basis to sustain the protest.

The Agency's Response to the Pricing Disclosure

We first address the protester's allegation that the agency failed to reasonably assess the impact of the pricing information disclosure.¹⁷ Protest at 34-35; Comments & Supp.

¹⁶ Initially, Reliance argued that the agency failed to assess strengths under two of the technical subfactors. Protest at 23-30. After reviewing the protester's comments to the agency report, our Office asked Reliance to identify where it addressed these protest allegations. Notice of Potentially Abandoned Allegations. In response, the protester affirmatively withdrew the allegations. Protester Resp. to GAO at 1.

¹⁷ In Reliance's initial protest, the protester raised a collateral challenge to the agency's cost realism evaluation, asserting the Air Force failed to reasonably consider the realism (continued...)

Protest at 20-24. As noted above, after the agency inadvertently sent the pricing overview slide to Reliance, the contracting officer elected to mitigate the disclosure by providing the pricing overview slide to all of the offerors and advising the offerors they could consider the disclosed information in their final proposals. AR, Tab 33, Letter to Reliance, Oct. 3, 2025. When STS submitted its final proposal, it reduced its proposed cost/price by approximately \$72 million--resulting in what the agency then characterized as a “negligible” price difference between STS and Reliance. COS at 7; AR, Tab 39, SSD at 21. The Air Force requested information from STS about the bases for its cost deductions, considered the information provided by STS, as well as the other information obtained in the PIA reinvestigation, and determined that the disclosure did not impair the integrity of the procurement. AR, Tab 41, PIA Reinvestigation Report at 20-21, 24; see also AR, Tab 63, Head of Contracting Activity Memorandum (further determining that a PIA violation occurred). Pertinent here, the Air Force found that STS’s pricing reductions reflected independent, pre-existing business strategy, and were not materially influenced by the disclosure. AR, Tab 41, PIA Reinvestigation Report at 20-21, 24.

An agency’s disclosure of another contractor’s proprietary or confidential information may create an unfair advantage affecting the integrity of a competition. See FAR 3.104-7(a). The disclosure of proprietary or source selection information to an unauthorized person during the course of a procurement is improper. FAR 3.104; *Propel Sols., LLC*, B-424189, B-424189.2, Mar. 25, 2026, at 7. Where an agency inadvertently discloses an offeror’s proprietary information or source selection information, the agency may take remedial steps, including canceling the procurement, if it reasonably determines that the disclosure harmed the integrity of the procurement process. *Propel Sols., supra*; *Ocean Ships, Inc.*, B-401526.4, Apr. 21, 2010, at 3. Where an agency chooses not to cancel the procurement after such a disclosure, we will sustain a protest based on the improper disclosure only where the protester demonstrates that the recipient of the information received an unfair advantage, or that it was otherwise competitively prejudiced by the disclosure. *Associated Energy Grp., LLC*, B-420857.6, B-420857.7, Jan. 10, 2024, at 10.

and risk of the reductions to STS’s proposed cost/price. Protest at 30-32. The Air Force responded to the allegation in its report, Memorandum of Law (MOL) at 20-23, and the protester did not meaningfully address the agency’s response in its comments to the agency report. Instead, the only mention of realism in Reliance’s comments is a single reference within the argument regarding the agency’s assessment of the pricing information disclosure. Comments & Supp. Protest at 24 (“The Agency’s failure to closely evaluate the documentation that it asked for calls into question its entire PIA investigation and related realism analysis.”); see also Protester Resp. to GAO at 2. Accordingly, to the extent that Reliance seeks to separately challenge the agency’s cost realism evaluation, we consider the argument abandoned. 4 C.F.R. § 21.3(i)(3) (GAO will dismiss any protest allegation or argument where the agency’s report responds to the allegation or argument, but the protester’s comments fail to address that response).

The protester argues that the Air Force's conclusion that disclosing the pricing information to all offerors "had no impact on either the outcome of the competition or the integrity of the procurement is facially unreasonable." Protest at 35. Reliance contends that "the limited evidence STS provided did not reliably demonstrate that its cost adjustments were pre-planned and were not made in direct response to the Agency's improper pricing disclosure." Comments & Supp. Protest at 20.

The Air Force responds that the agency reasonably determined that the disclosure did not impair the integrity of the procurement and it was reasonable to proceed with the procurement. MOL at 27. The agency states that "[t]he reinvestigation established that STS did not rely on or alter its pricing strategy in response to the October 3, 2025, disclosure." *Id.* at 29. The Air Force continues: "declarations signed by the [chief executive officer] of STS's managing joint venture member demonstrated STS's final proposed price adjustments . . . had already been planned, drafted, and internally considered in July and September 2025, long before the TEP slide release, and were made independent of the release." *Id.*

Here, the record does not support the agency's determination that the disclosure of the pricing overview slide had no impact on STS's final proposed cost/price. Of note, when the Air Force questioned STS about the price reductions, STS stated: "[w]hen the Government issued the slide, our cost/price reduction activities were underway but had not yet been completed." AR, Tab 47, STS PIA Inquiry Resp. at 3. STS explained that it had decided to reduce its proposed fee, escalation, and proposed costs elements within its control. *Id.* at 2. STS wrote that it considered the pricing overview slide when it prepared its final proposal revisions, and that "it [was] impossible to quantify what impact the slide had." *Id.* at 3. STS reiterated: "[a]s noted above, we cannot ascertain what impact the released pricing slide had on our final cost/price, or on any adjustment we made to any cost element or fee." *Id.* at 4.

In other words, the record shows that STS had identified the elements that would be the focus of cost reductions prior to the disclosure, but STS had not determined the amount of the deductions. See AR, Tab 47, STS PIA Inquiry Response at 2-4. When the agency considered STS's explanations for the cost reductions as part of the PIA investigation, the Air Force centered its analysis on STS's statement that the firm started identifying areas for cost reductions prior to the disclosure, but the agency gave no meaningful consideration to when STS finalized the adjustments to its proposed costs.¹⁸ AR, Tab 41, PIA Reinvestigation Report at 20-21. That was unreasonable

¹⁸ On this point, we note that it is unsurprising that STS would have already identified the cost elements that could be reduced given the agency's view that "[a] substantial majority of the total evaluated cost was fixed across the board" and "the Solicitation created constraints that limited price variability across proposals." MOL at 28. We also note that the solicitation contemplated the award of a cost-plus award fee contract, see RFP at 13-15; in this context, when an agency evaluates a proposal for the award of a cost-reimbursement contract, an offeror's proposed costs are not considered controlling (continued...)

given that the amount of the adjustments was what determined STS's proposed cost/price. In this context, the agency had no way to determine that the disclosure had no impact on STS's proposed cost/price.¹⁹ Indeed, given STS's position that "it [was] impossible to quantify what impact the slide had," AR, Tab 47, STS PIA Inquiry Resp. at 3, the agency's conclusion to the contrary--that there was no impact--strains credulity.

Of significance here, the reductions STS made--characterized by the agency as "corporate and accounting adjustments"--were matters of business judgment and not mandated by outside forces, *i.e.*, a wage determination or a finding from the Defense Contract Audit Agency. See MOL at 21. For example, STS reduced its direct labor escalation rate by [DELETED] percent, citing data that it elected to follow from the Federal Open Market Committee, resulting in a \$[DELETED] million reduction to its proposed cost/price. COS at 30. As an additional example, in its final proposal revision, STS reduced its proposed award fee from [DELETED] percent to [DELETED] percent. *Id.* The awardee did not advance any explanations for these discretionary adjustments that can be divorced from the disclosure. See AR, Tab 41, PIA Reinvestigation Report at 20-21; AR, Tab 47, STS PIA Inquiry Resp. at 2-4; AR, Tab 52, STS Decl. ¶¶ 4-15. Accordingly, we find the agency's conclusion that STS's adjustments were pre-planned decisions unrelated to the disclosure to be without a reasonable basis.

Furthermore, we are not persuaded by the Air Force's argument that there was no unfair competitive advantage because "the intentional disclosure resulted in all offerors having the same information." MOL at 28. In other words, the agency's reliance on one disclosure (to all offerors) to mitigate an earlier disclosure (to one offeror) is unavailing and superseded by its commitment to reinvestigating the ultimate impact on the procurement. Moreover, notwithstanding the agency's statement that offerors could consider the disclosed information in developing their final proposal revisions, AR, Tab 33, Letter to Reliance, Oct. 3, 2025, the fact remains that the agency disclosed the pricing information while the procurement was ongoing, and after the offerors had submitted their initial proposals. The offerors were not similarly situated when the information was disclosed, and the agency has not explained how providing the pricing information mid-procurement leveled the playing field as the Air Force suggests it did.

Finally, we also reject the Air Force's argument that the disclosed pricing information was not competitively useful because, according to the agency, "[t]here was no disclosure of direct labor rates, indirect rate structures, fee breakdowns, cost element

because, regardless of the costs proposed, the government is bound to pay all actual, allowable costs. FAR 15.305(a)(1), 15.404-1(d); see *George G. Sharp, Inc.*, B-408306, Aug. 5, 2013, at 4 n.4.

¹⁹ We note that when the SCO reviewed the reinvestigation report, the SCO concluded that "[e]ach offeror likely made business decisions that were, at least in part, based upon information contained in the TEP slide." AR, Tab 62, SCO Determination and Findings at 7.

detail, or proprietary methodologies.” MOL at 28. For one, the agency’s position is contradicted by the record where, as part of the PIA reinvestigation, the agency’s statisticians were able to reverse engineer various cost elements from the disclosed information. See AR, Tab 41, PIA Reinvestigation Report at 9-10. Moreover, the disclosure resulted in each offeror knowing its relative position in the competition. The Air Force’s assertion that pricing information was not competitively useful in a procurement where cost/price was a factor is implausible.

In sum, the record does not support the agency’s conclusion that the disclosure of the pricing overview slide had no impact on the integrity of the procurement. Here, the agency improperly disclosed the offerors’ pricing information first to one offeror and then to all of the offerors. Then, the agency committed to reinvestigating the impact of the disclosure on the procurement. When faced with the totality of the circumstances, we cannot conclude that the integrity of the procurement was preserved. Accordingly, we sustain the protest on that basis.

Technical Evaluation

Next, Reliance challenges the agency’s evaluation of the offerors’ proposals under the technical subfactors, arguing that the Air Force disregarded the terms of the RFP and engaged in disparate treatment. Below, we address representative examples of the protester’s allegations.

At the outset, we note that in reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, at 9. Rather, we will review the record to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* A protester’s disagreement with the agency’s judgment, without more, is insufficient to establish that the agency acted unreasonably. *Ecolog Deutschland GmbH*, B-421531, May 9, 2023, at 3.

Management Approach Subfactor Evaluation

We first address the protester’s argument that the Air Force failed to evaluate the offerors’ proposals in accordance with the evaluation criteria for the management approach subfactor. By way of background, as also noted above, the management approach subfactor consisted of two elements: workload management and prior experience. Under this subfactor, the Air Force would evaluate “the extent to which the Offeror’s proposal demonstrates a comprehensive and proficient understanding of operational, management and improvement and modernization experience necessary to execute the requirements described in the PWS,” as well as whether the offeror demonstrated experience in various areas, including with personnel management and staffing. RFP § M at 7-8. As noted above, the agency rated both proposals outstanding for this subfactor. AR, Tab 39, SSD at 18. The debriefing presentation provided to the

protester contained a slide summarizing the evaluation factors, and next to prior experience, the slide stated: "Not compared--all offerors met requirements." Protest at 16 (quoting Protest, exh. 15, Debriefing Slides at 145).

Reliance points to the notation in the debriefing presentation and contends that instead of considering the extent of the offerors' experience--as required by the solicitation--the agency evaluated experience on a pass/fail basis. Protest at 13-21; Comments & Supp. Protest at 5-6. The agency responds that the evaluators performed a qualitative assessment and "determined that all offerors had demonstrated that they had prior experience performing and managing contracts with similar requirements as that described in the EOMS II PWS which was anticipated to provide the same or similar benefit during contract performance." MOL at 10; see *also* Supp. COS/MOL at 2-4.

We have reviewed the record and find no basis to object to the agency's evaluation. The record shows that when the SSEB evaluated the offerors' proposals, the evaluators assessed the offeror's demonstrated experience under each of the areas identified in the RFP. For example, in discussing how the protester demonstrated experience in recruiting, managing, and retaining qualified personnel, the SSEB noted that Reliance highlighted the firm's rapid recruiting and retention program and its success in staffing prior contracts. AR, Tab 38, SSEB Report at 221. The SSEB observed that Reliance's proposal "shows specific [DELETED], providing quantifiable evidence of successful personnel management." *Id.* The SSEB also referenced the protester's proposed approach to mitigate [DELETED] and wrote: "[t]his proactive approach, combined with a [DELETED], aims to [DELETED], ensure [DELETED], and maintain consistent staffing levels to support the PWS requirements. Their experience of EOMS and similar contracts further strengthens their ability to effectively manage personnel." *Id.* As such, contrary to the protester's assertions otherwise, the agency did "not merely check the box that an offeror had general experience." See Comments & Supp. Protest at 4. The record demonstrates that the agency considered the extent to which the offeror demonstrated experience necessary to execute the requirements, and the evaluation was consistent with the solicitation.

We also find no basis to object to the agency's conclusion that the offerors' proposals were essentially equal with respect to prior experience. In this regard, while the Air Force acknowledges that the slide provided to Reliance as part of the debriefing referenced not comparing the offerors' prior experience, the agency states that the source selection advisory council and the SSA performed a comparative analysis, found that all offerors demonstrated prior experience, and determined the offerors' experience provided the same or similar benefit to the agency. Supp. COS/MOL at 3; see *also* COS at 15; MOL at 10-11.

To elaborate, the Air Force also submitted a declaration from the technical evaluation team (TET) lead, who stated that the agency assessed the depth of the offerors' experience and "concluded both proposed plans to leverage that experience were thorough and left the offerors equal in merit." AR, Tab 71, TET Supp. Decl. ¶ 3. For example, for maintenance and sustainment of facilities, the TET lead explained that

both offerors demonstrated “baseline experience” in the area and wrote: “[w]hile [Reliance’s] experience directly covered the EOMS infrastructure, STS successfully demonstrated comparable, robust experience operating and sustaining similar large-scale propulsion and test facility infrastructure, including engineering and maintenance skills that are directly transferable to this effort.” *Id.* ¶ 3(b). The TET lead continued: “[Reliance’s] decision to [DELETED] did not offer a unique, exceeding technical advantage that would warrant a standalone strength.” *Id.*

Although the protester claims that we should give no weight to the agency’s explanations, our Office generally considers post-protest explanations, such as these, where the explanations merely provide a detailed rationale for contemporaneous conclusions and fill in previously unrecorded details, so long as the explanations are credible and consistent with the contemporaneous record. *RTI Int’l*, B-420577, June 13, 2022, at 9. In this case, we conclude that the TET lead’s explanations are credible and consistent with the SSEB report conclusions and the contents of the offerors’ proposals, and the evaluation was reasonable and consistent with the terms of the solicitation. Accordingly, we deny this protest allegation.

Alleged Disparate Evaluation

We next address Reliance’s allegation that the agency engaged in disparate treatment in assessing strengths under the technical sustainment and modernization subfactor.²⁰ Comments & Supp. Protest at 12-16; Supp. Comments at 9-12. As noted above, for this subfactor, the agency assigned a rating of outstanding to STS’s proposal and a rating of good to Reliance’s proposal. AR, Tab 39, SSD at 18.

When the SSEB evaluated STS’s proposal under the technical sustainment and modernization subfactor, the evaluators assessed a strength for STS’s “approach to perform innovative strategies for [DELETED] while sustaining current equipment and facilities . . . through their [DELETED], [DELETED], and [DELETED].” AR, Tab 38, SSEB Report at 211. The SSEB noted that, as a result, STS would have “a highly responsive [DELETED] readily accessible within a relevant timeline.” *Id.* The SSEB concluded that this aspect of STS’s proposal “significantly reduces the risk of delays or disruptions in contract execution while including the government as a collaborate partner, providing greater operational agility, and potentially lowering costs associated with [DELETED].” *Id.* at 212.

Reliance contends that its proposal offered “the same surge staffing capability,” and the agency treated the offerors unequally by not assessing a strength in Reliance’s proposal. Comments & Supp. Protest at 14. The protester argues that like STS, Reliance proposed to leverage a [DELETED]. *Id.* at 15 (quoting AR, Tab 26, Reliance

²⁰ Initially, Reliance also argued that the Air Force disparately evaluated the offerors’ proposed use of artificial intelligence/machine learning under the management approach subfactor, but the protester withdrew the protest ground. Supp. Comments at 2 n.1.

Technical Proposal at 95-96). The protester elaborates that it proposed a [DELETED] in which Reliance would [DELETED]; then [DELETED]; and, [DELETED]. *Id.* at 16 (quoting AR, Tab 26, Reliance Technical Proposal at 106-07). Reliance argues that the offerors' approaches "were virtually indistinguishable, except that [Reliance's] approach is more robust." *Id.*

The agency responds that the SSEB assessed a strength in STS's proposal under the technical sustainment and modernization subfactor "because the [DELETED] program, in conjunction with their [DELETED] and [DELETED], was proposed as an [DELETED] to execute the complex systems engineering, range design modeling, and modernization projects required under the [RFP]." AR, Tab 71, TET Supp. Decl. ¶ 7; *see also* AR, Tab 20, STS Technical Proposal at 94-96. The agency found that STS's approach would "reduce the risk of delays in contract execution during [DELETED]," and this was advantageous for [DELETED] and [DELETED] surges. AR, Tab 71, TET Supp. Decl. ¶ 7; *see also* Supp. COS/MOL at 13. The Air Force explains that Reliance's proposal differed because the protester "did not propose any distinct [DELETED] capability, new [DELETED], or subfactor specific application." AR, Tab 71, TET Supp. Decl. ¶ 7. The Air Force states that it did not assess a strength for this aspect of Reliance's proposal because "[Reliance's] approach did not offer a distinct advantage *within the context of technical sustainment and modernization*."²¹ Supp. COS/MOL at 12.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Abacus Tech. Corp.; SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, at 11. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, at 10. To prevail on an allegation of disparate treatment, a protester must show that an agency unreasonably failed to assess strengths for aspects of its submission that were substantively indistinguishable from, or nearly identical to, those contained in other submissions. *See Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, at 5.

²¹ The protester argues that we should not credit the agency's explanations regarding the evaluation, asserting the Air Force's statements amount to post hoc explanations unsupported by the record. Supp. Comments at 11-12. As noted above, in reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence, but consider all of the information provided, including the parties' arguments and explanations. *RTI Int'l, supra*. Additionally, agencies are not required to document determinations of adequacy. *Konica Minolta Bus. Sols. USA, Inc.*, B-418800, B-418800.2, Sept. 4, 2020, at 6 n.4. Here, the Air Force's explanations as to why the protester's approach did not merit a strength are credible and consistent with the contemporaneous record, and we reject the protester's argument.

Here, the record does not support the protester's allegation of unequal treatment, as the record demonstrates that the offerors' proposals were not substantively indistinguishable. As the agency states, STS's proposed approach included "an [DELETED]" that would support [DELETED], and the protester's proposal did not offer a comparable [DELETED] capability. AR, Tab 71, TET Supp. Decl. ¶ 7; Supp. COS/MOL at 12-13. In other words, Reliance fails to demonstrate that the evaluation was unequal or otherwise unreasonable. Accordingly, we deny this protest ground.²²

RECOMMENDATION

For the reasons discussed above, we find the agency's conclusion that the disclosure of the offerors' pricing information did not compromise the integrity of the procurement is not supported by the record. Accordingly, we recommend that the agency reasonably reconsider the impact of the pricing information disclosure and implement effective mitigation measures, for example, including but not limited to: reevaluating the offerors' pre-disclosure initial proposals and making a new award decision on the basis of those proposals; or canceling the solicitation and resoliciting the agency's requirement in a manner that restores the integrity of the procurement. We also recommend that the agency reimburse the protester's reasonable costs associated with filing and pursuing the protest, including attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester's certified claim for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained in part and denied in part.

Edda Emmanuelli Perez
General Counsel

²² Based on our conclusion above and recommendation below, we need not address Reliance's protest allegations about the agency's best-value tradeoff decision as they are rendered academic. Generally, when an agency undertakes corrective action that will supersede and potentially alter prior procurement actions, our Office will decline to rule on a protest challenging the agency's prior actions on the basis that the protest is rendered academic. See, e.g., *Odyssey Sys. Consulting Grp., Ltd.*, B-418440.8, B-418440.9, Nov. 24, 2020, at 8; see also *American Tech. Sols., LLC--Recon.*, B-421585.5, July 25, 2023, at 3. Because we are recommending that the agency reconsider the impact of the disclosure and make a new award decision, we need not address Reliance's protest of the best-value tradeoff decision.