U.S. GOVERNMENT ACCOUNTABILITY OFFICE
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Washington, DC 20548
Comptroller General
of the United States

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Decision

Matter of: American Veteran Contracting Solutions, LLC

File: B-424389.2; B-424389.3

Date: November 9, 2026

Thomas A. Pettit, Esq., Michael D. McGill, Esq., and Sarah A. Belmont, Esq., Arnold & Porter Kaye Scholer LLP, for the protester.
Krishon Gill-Edmond, Esq., and Catherine R. Gilabert, Esq., Department of Veterans Affairs, for the agency.
Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's decision to select the lowest-priced, technically acceptable offer for award is denied where the agency's selection was in accordance with the plain language of the solicitation.

2. Protest challenging the agency's evaluation of the awardee's technical proposal is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.

3. Protest that agency held unequal discussions is sustained where the record shows that the agency engaged in an additional round of discussions with only the awardee.

DECISION

American Veteran Contracting Solutions, LLC, a service-disabled veteran-owned small business (SDVOSB) of Mesa, Arizona, protests the award of a contract to Veterans Monument Company, LLC, an SDVOSB of Caledonia, Mississippi, under request for proposals (RFP) No. 36C78626R0015, issued by the Department of Veterans Affairs (VA), National Cemetery Administration, for the manufacture and distribution of upright headstones. American Veteran argues that the agency inappropriately treated the competition as a lowest-priced, technically acceptable (LPTA) procurement; Veterans Monument's proposal is not technically acceptable; and the agency engaged in unequal discussions.

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

BACKGROUND

By way of background, the National Cemetery Administration furnishes headstones, markers, and monuments for deceased veterans worldwide. Agency Report (AR), Tab 1.1, RFP at 5. On January 23, 2026, the agency issued the solicitation for the manufacture, packaging, and nationwide distribution of blank marble upright headstones. *Id*. at 1, 5; Contracting Officer's Statement (COS) at 2. The solicitation anticipated the award of a firm-fixed-price, indefinite-quantity contract with a 1-year base period and four 1-year option periods. RFP at 14-15, 50.

The solicitation established a tiered evaluation methodology and advised that the agency would award a contract to "the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government," considering three factors: (1) technical; (2) past performance; and (3) price. *Id.* at 56. The solicitation advised that the technical and past performance factors, when combined, were less important than price. *Id*.

The solicitation instructed offerors to submit a marble headstone sample and, as relevant here, address three parts under the technical factor: (1) experience; (2) key personnel; and (3) quality control plan. *Id*. at 58, 60. For the quality control plan, the RFP required that offerors submit, at a minimum, the individual(s) responsible for quality control, the specific procedures and methods used to ensure compliance with the product specifications and requirements, and details about accountability methods, including documentation and reports. *Id*. at 60. Also relevant here, the statement of work required both that "[a]ll of the awardee's managerial/supervisory employees including those on site in supervisory roles shall be direct hires of the Prime Contractor[,]" and that "[l]abor shall be employed such that 50 [percent] of the actual salaries and wages for time attributed on this contract are from actual Prime Contractor employees." *Id*. at 12.

The RFP stated that the agency would evaluate proposals within four tiers, listed in descending order of importance: (1) an SDVOSB tier; (2) a veteran-owned small business tier; (3) a small business tier; and (4) a large business tier. *Id*. at 56. The solicitation advised offerors that the agency would evaluate proposals from each tier sequentially, beginning with the highest-priority tier for SDVOSB concerns, and would consider proposals from the next tier only if award could not be made in the higher-priority tier "at a fair and reasonable price[.]" *Id*.

The RFP warned offerors that the agency would first evaluate proposals' price for balance and reasonableness before considering non-price factors and that, within each tier, proposals would be considered "in order of lowest total evaluated price." *Id*. at 57. Relatedly, the solicitation advised that "[a]ward may be made to the lowest-priced proposal that is determined to be technically acceptable within that tier, without further evaluation of higher-priced proposals." *Id*. The solicitation added that the agency

"reserves the right" to evaluate additional or all proposals when in the agency's best interest. *Id*.

By the February 23 closing date for receipt of proposals, the agency received four responsive proposals, with Veterans Monument and American Veteran being the only responsive firms that submitted proposals in the SDVOSB tier. COS at 3. The remaining two firms were small business concerns. *Id*. Veterans Monument offered a price of $43,799,500, and American Veteran offered a price of $47,515,140. *Id.* The agency determined that Veterans Monument's price was fair and reasonable when compared to the $43,992,500 independent government cost estimate (IGCE) and the prices of other offerors.[1] AR, Tab 1.8a, Initial SSDD at 3. The agency then evaluated the awardee's proposal under the non-price factors and determined that Veterans Monument's proposal was acceptable under the technical and past performance factors. *Id*. at 4. Because the awardee submitted the lowest-priced proposal in the SDVOSB tier and received acceptable ratings under the technical and past performance factors, the VA did not evaluate any other proposals, in accordance with the solicitation. *Id*. at 5.

On March 24, the agency notified the protester that its proposal had not been selected for award, informed the protester of the awardee's price, and explained that the award decision was based on the solicitation's "Lowest Price Technically Acceptable (LPTA) source selection methodology." AR, Tab 1.8, Notice of Unsuccessful Offeror at 1; *see* COS at 4. That same day, American Veteran requested a debriefing, which the agency provided on March 30. COS at 4. On March 31, the protester filed a size protest challenging the awardee's eligibility for award, and the VA referred that protest to the Small Business Administration (SBA) on April 3. *Id*.; *see generally* AR, Tab 1.11, Size and Status Protests Against Awardee. On April 3, American Veteran also filed a protest with our Office, alleging that the awardee's proposal was not technically acceptable, the awardee was not a responsible offeror, and the agency deviated from the solicitation's source-selection methodology. COS at 4. We dismissed that protest as academic due to the agency's decision to take corrective action to rescind the award, consider the SBA's determination, and reevaluate proposals. *American Veteran Contracting Sols., LLC*, B-424389, Apr. 21, 2026 (unpublished decision).

After SBA closed the size protest without a written determination, and pursuant to the VA's decision to take corrective action, the VA opened discussions and gave both offerors the opportunity to submit a best and final offer, reevaluated both proposals for price reasonableness, and reevaluated Veterans Monument's entire proposal. COS

[1] The agency's contemporaneous evaluation documented that "[p]ricing from the [] responsive proposals across all tiers ranged from $43,435,000 to $47,515,445" and noted that "Veterans Monument's proposed price was not only the lowest within the SDVOSB tier but also competitive when compared against all offers received across all tiers." AR, Tab 1.8a, Initial Source Selection Decision Document (SSDD) at 3. American Veteran's price was the highest. *See id*. at 9.

at 4. Specifically, the agency entered into discussions with both offerors on April 30 to raise technical concerns with Veterans Monument and to address price concerns with American Veteran. *Id*. at 5. The agency raised concerns with the awardee about the employment status of identified managerial/supervisory personnel and the awardee's proposed compliance with the solicitation requirement that 50 percent of actual salaries and wages come from prime contractor employees. AR, Tab 1.17, Veterans Monument Discussions at 5-6; *see* RFP at 12. The agency informed the protester that its price was "high in relation to the Government's estimate for the required effort" and encouraged the protester to review and adjust its price. AR, Tab 1.16, American Veteran Discussions at 2.

On May 7, the protester submitted a revised price of $47,127,500, and the awardee confirmed that its managerial/supervisory personnel would be direct hires and also provided additional information concerning its proposed workforce and compliance with the salaries and wages requirement. *Id*. at 1; AR, Tab 1.17, Veterans Monument Discussions at 3; COS at 5. Based on the awardee's response, the agency conducted what it characterizes as "a second round of discussions" only with Veterans Monument to request follow-up information on the resumes and qualifications of the three proposed direct hires that the awardee identified in its May 7 response. COS at 5; AR, Tab 1.17, Veterans Monument Discussions at 3. The agency also notified Veterans Monument that it "may revise [its] pricing at this time should [it] choose to do so." AR, Tab 1.17, Veterans Monument Discussions at 4. In response, the awardee provided resumes for the three proposed personnel it identified in the first round of discussions. *Id*. at 7-10.

On May 15, the agency provided both offerors with the opportunity to submit best and final offers by May 20; the protester offered a revised price of $47,031,425 and the awardee offered a revised price of $42,995,000. *Id*. at 11-13; AR, Tab 1.16, American Veteran Discussions at 4-5; COS at 5.

The agency determined that Veterans Monument's price, which was $997,500 below the IGCE, was fair and reasonable, and that American Veteran's price, which was $3,038,925 above the IGCE, was not fair and reasonable. AR, Tab 1.24, Corrective Action SSDD at 4. Specifically, the VA found that "[d]espite being afforded two opportunities to revise its pricing, [the protester's] final evaluated price remained significantly higher than both the IGCE and [the awardee's best and final offer] price"; as a result, the agency determined that American Veteran's price was "not [] fair and reasonable when compared to the IGCE." *Id*. at 5. Because Veterans Monument's price was the lowest, the agency reevaluated the awardee's proposal under the technical and past performance factors and found it acceptable. *Id*. at 5-8. Because the protester's proposal was not the lowest-priced in the SDVOSB tier, the agency did not evaluate that proposal under the non-price factors, in accordance with the solicitation. *Id*. at 5.

The agency reaffirmed its award to Veterans Monument and issued an unsuccessful offeror notice to American Veteran on July 29. On August 4, this protest followed.

DISCUSSION

The protester raises several challenges to the agency's evaluation. First, American Veteran argues that the VA's award decision violates the terms of the solicitation because the agency improperly treated this procurement as if the solicitation established an LPTA evaluation scheme. The protester essentially argues that the solicitation required the agency to make award based on a price-technical tradeoff and comparison of the offerors' proposals. Next, the protester contends that the awardee's proposal was technically unacceptable. Finally, American Veteran asserts that the agency engaged in unequal discussions. For the reasons discussed below, we deny the protester's first two arguments and sustain the argument about unequal discussions.[2]

Evaluation Scheme

American Veteran argues that the agency's award decision was inconsistent with the terms of the solicitation. Protest at 17. Specifically, the protester asserts that the agency "erred by treating this procurement as an LPTA competition." Comments and Supp. Protest at 20. American Veteran contends that the solicitation does not use the exact phrase "lowest-price technically acceptable" and points to the solicitation language advising that the agency would award a contract to "the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government[.]" *Id*. (quoting RFP at 56). The protester argues that the agency could not conclude which proposal was the "most advantageous" without evaluating American Veteran's proposal for technical acceptability in addition to Veterans Monument's proposal. *Id*. at 21. The protester points to the solicitation language reserving the right for the agency to evaluate additional or all proposals and asserts that if the agency had evaluated its proposal under the non-price factors, the VA would have recognized the strength of American Veteran's proposal as compared to Veterans Monument's proposal. *Id*. at 21-23 (citing RFP at 57). Ultimately, the protester complains that, at minimum, the agency should have provided an explanation for why it chose not to evaluate any proposals under the non-price factors beyond Veterans Monument's proposal. Supp. Comments at 26.

[2] In its various protest submissions, American Veteran has raised arguments that are variations of, or in addition to, those specifically discussed below. While we do not specifically address all of the protester's other arguments, we have considered them and conclude that they do not provide a basis to sustain the protest.

In addition, the protester raised, but subsequently withdrew, its arguments asserting that Veterans Monument is not a responsible offeror and that the awardee's discussion of headstone lettering rendered its quality control plan noncompliant. Protest at 16-17; Comments and Supp. Protest at 2 n.2, 27; Supp. Comments at 23 n.67.

The agency responds that its decision not to conduct a comparative tradeoff between the protester's and awardee's proposals was consistent with the solicitation's evaluation scheme. COS at 11-13; Supp. COS at 13. In support of this assertion, the VA points to the solicitation language advising that award could be made to the lowest-priced, technically acceptable proposal within a certain tier (here, the SDVOSB tier) "*without further evaluation of higher-priced proposals*." Memorandum of Law (MOL) at 6 (quoting RFP at 57). The agency rejects the protester's assertion that the VA could not determine which proposal was "most advantageous" without evaluating multiple proposals under the non-price factors established in the solicitation, and the agency argues that the solicitation language reserving the right for the agency to evaluate multiple proposals is discretionary, not mandatory. Supp. COS at 13.

When an evaluation is challenged, our Office will not reevaluate proposals but will instead examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Pivotal Point LLC*, B-423072.2, Nov. 25, 2025, at 5. Further, for example, our Office has found that solicitation language specifying the selection of the "most advantageous" offer is consistent with making award on an LPTA basis; in other words, the lowest-priced, technically acceptable proposal is deemed to be the most advantageous to the agency. *See Platinum Servs., Inc.; WIT Assocs., Inc.*, B-409288.3 *et al.*, Aug. 21, 2014, at 6; *see also* Federal Acquisition Regulation (FAR) 15.101[3] (both tradeoff process and LPTA process are part of best value continuum).

On this record, we agree with the agency that its decision to select the lowest-priced, technically acceptable proposal for award was consistent with the solicitation's evaluation criteria. The plain language of the solicitation advised that the agency would "first evaluate total price for balance and reasonableness" and, within the applicable tier, would consider proposals "in order of lowest total evaluated price." RFP at 57. The solicitation also stated that the agency would "evaluate the remaining non-price factors of the lowest-priced proposal" within the applicable tier and expressly advised that "[a]ward may be made to the lowest-priced proposal that is determined to be technically acceptable within that tier, without further evaluation of higher-priced proposals." *Id*. In other words, given the plain language of the solicitation, we reject the protester's assertion that the agency erred in selecting Veterans Monument--the lowest-priced, technically acceptable offeror--for award. *See* Comments and Supp. Protest at 20.

[3] The agency explains that "the terms and conditions governing the instant procurement arise from a combination of provisions" in the FAR and the Revolutionary FAR Overhaul (RFO), and it states that the solicitation includes FAR clauses as well as clauses from VA deviations implementing the RFO. Supp. MOL at 1-2. The parties have not alleged or established that any distinctions between the prior FAR and the RFO affect the analysis of the agency's actions in this procurement. *See, e.g.,* Supp. Comments at 1.

We also reject the protester's assertion that the agency could not conclude which proposal was the "most advantageous" without evaluating American Veteran's proposal for technical acceptability in addition to Veterans Monument's proposal. *Id*. at 21. As previously stated, the solicitation expressly provided the process for the agency's evaluation and used discretionary language to state that the agency "reserves the right to evaluate additional proposals or all proposals" when in the agency's best interest. RFP at 57. This solicitation language is not only discretionary, rather than mandatory; it also fails to include any requirement that the VA document why evaluating only the lowest-priced proposal for technical acceptability was in the agency's best interest, as the protester argues the agency should have done. *See id*.; Supp. Comments at 26.

Finally, we disagree with the protester's reading of the solicitation as requiring the agency to make award using a best-value tradeoff process rather than making award to the lowest-priced, technically acceptable proposal. In support of its position, the protester points to the language in the solicitation stating that the agency would make award to the proposal that was "most advantageous" to the agency. *See* Protest at 17. Selecting the "most advantageous" offeror based on consideration of price, technical, and past performance factors does not automatically mean that the evaluation was to include a comparative best-value tradeoff. *See Platinum Servs., supra* (solicitation use of the term "most advantageous" did not require the agency to conduct a best-value tradeoff rather than make award to the lowest-priced, technically acceptable proposal). Rather, the plain language of the solicitation expressly provided for the agency to select the lowest-priced, technically acceptable proposal for award. This protest ground is denied.[4]

Technical Acceptability

Next, the protester asserts that the awardee's proposal is technically unacceptable. Protest at 10-16. We have considered the variety of challenges raised by American Veteran and conclude that they are without merit. We address one representative example here. The protester argues that Veterans Monument's proposal failed to meet the solicitation's quality assurance requirements. *Id*. at 14; Comments and Supp.

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[4] Relatedly, the protester challenges the agency's decision to use an IGCE to measure price reasonableness. Comments and Supp. Protest at 17-20. The agency responds that its price evaluation was reasonable and comparison with an IGCE "is an expressly authorized price-analysis technique under FAR 15.404-1." Supp. COS at 5. We agree with the agency and note that the manner and depth of an agency's price analysis is a matter committed to the discretion of the agency, which we will not disturb provided that it is reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Mustang Survival Mfg., Inc.*, B-424336, June 4, 2026, at 4-5. Moreover, FAR 15.404-1 allows contracting officers to use a list of price analysis methods as appropriate to the circumstances applicable to the acquisition, including independent government cost estimates. FAR 15.404-1(b)(2)-(3)*; see Patriot Contract Servs., LLC*, B-424396, B-424396.2, June 8, 2026, at 8.

Protest at 16. The protester contends that the awardee's quality control plan was inconsistent in identifying the individuals responsible for quality control, as required by the solicitation. Comments and Supp. Protest at 16; RFP at 60. American Veteran points to areas in the awardee's proposal that associate three different individuals with ensuring quality and quality standards in some way and argues that this conflicts with the quality control plan portion of its proposal, which identifies only one of these individuals. Comments and Supp. Protest at 16.

The agency responds that the awardee's proposal satisfied the solicitation's quality control plan requirements. Supp. COS at 10; AR, Tab 1.24, Corrective Action SSDD at 6-7 (documenting that the agency evaluated the awardee's technical proposal, including its quality control plan, which "identif[ied] responsible personnel," and found the technical proposal acceptable). The VA asserts that Veterans Monument's proposal is not inconsistent because its quality control plan identifies one individual while assigning quality control-related responsibilities to two other individuals in other parts of the proposal. Supp. COS at 11. The agency notes that the solicitation required "identification of the 'individual(s)' responsible for quality control" and argues that the awardee met this requirement. *Id*.; RFP at 60.

As previously mentioned, our Office will not reevaluate proposals but will instead examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Pivotal Point LLC*, *supra*. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Seventh Dimension, LLC*, B-415311.4, Nov. 29, 2018, at 5.

On this record, we cannot conclude that the agency's evaluation of the awardee's proposal under the technical factor was unreasonable. Under the quality control plan subfactor, the RFP required offerors to submit the "[i]ndividual(s) responsible for quality control[.]" RFP at 60. The solicitation did not expressly require offerors to identify every person involved in ensuring quality standards in the quality control plan section of the proposal. In response to the solicitation, Veterans Monument specifically identified the owner of the firm as the individual responsible for quality control in the quality control plan and also referenced two other individuals involved in aspects of quality control elsewhere in the proposal. AR, Tab 1.4, Veterans Monument Proposal at 14, 16. In other words, the awardee responded to the solicitation's requirement to submit the individual(s) responsible for quality control. The agency reviewed and found the awardee's approach met the requirements and was not inconsistent, and the protester's disagreement does not make the agency's evaluation of the awardee's proposal unreasonable. This protest ground is denied.

Discussions

Finally, American Veteran asserts that the agency engaged in unequal discussions when it conducted a second round of discussions with the awardee, while only conducting one round of discussions with the protester. Comments and Supp. Protest

at 4. While the protester acknowledges that the first round of discussions was meaningful, Supp. Comments at 7, the protester argues that if the agency, in the second round of discussions, had again informed American Veteran that its revised price was unreasonably high, the protester would have again reduced its price. Comments and Supp. Protest at 7. The protester asserts that it "may have reduced its price to be equal to or lower than Veterans Monument's price, which would have given [American Veteran] a substantial chance to receive the award." Supp. Comments at 9. While the protester acknowledges that it did have another opportunity to reduce its price when it submitted its best and final offer, American Veteran contends that the amount by which it reduced its price was "not even close to the same degree" that it would have reduced its price if it had known the agency still considered the protester's initially reduced price to be unreasonably high. *Id*. at 8.

The agency responds that it properly conducted discussions. The VA reasons that, during discussions, it raised the areas of concern applicable to each offeror's proposal and provided both SDVOSB offerors with the opportunity to revise their proposals. Supp. COS at 3. The agency argues that it gave the protester multiple opportunities to revise its price, but that despite these opportunities American Veteran's price "remained substantially higher than" Veterans Monument's price. Supp. MOL at 4; *see* Supp. COS at 4. The agency also asserts that the protester could not have suffered competitive prejudice from any alleged unequal discussions because it continued to propose a "substantially higher" price. Supp. MOL at 4.

Agencies have broad discretion to determine the content and extent of discussions, and we limit our review of the agency's judgments in this area to a determination of whether they are reasonable. *InfoPro, Inc.,* B-408642.2, B-408642.3, Dec. 23, 2014, at 9. Discussions must be meaningful, equitable, and not misleading. *See Integrated Med. Sols., LLC,* B-418754, B-418754.2, Aug. 20, 2020, at 5. When holding discussions, procuring agencies are not permitted to engage in conduct that favors one offeror over another. FAR 15.306(e)(1); RFO 15.201(d); *see Ohio KePRO, Inc.*, B-417836.4, B-417836.5, Nov. 4, 2020, at 6.

Here, the agency entered into discussions with both offerors on April 30 to raise technical concerns with Veterans Monument and to address price concerns with American Veteran. COS at 5. The agency raised concerns with the awardee regarding the proposed workforce in its technical proposal and raised concerns with the protester about its high price. AR, Tab 1.17, Veterans Monument Discussions at 5-6; AR, Tab 1.16, American Veteran Discussions at 2. The agency then conducted a follow-up round of discussions, which it characterizes as "a second round of discussions," with only the awardee to request additional information concerning the resumes and qualifications of the proposed direct hires that Veterans Monument identified during the first round of discussions. COS at 5; AR, Tab 1.17, Veterans Monument Discussions at 3. In short, the agency conducted one round of discussions with the protester and two rounds of discussions with the awardee before ultimately allowing both offerors an additional opportunity to lower their prices and submit best and final offers.

Under these circumstances, we find that the agency conducted unequal discussions. It is not in dispute that the agency held an additional round of discussions with Veterans Monument that it did not hold with American Veteran. Further, the protester had not resolved the issue of its high price when the agency conducted a second round of discussions with the awardee, as evidenced by the VA's contemporaneous documentation that the protester's best and final offer price "was determined not to be fair and reasonable when compared to the IGCE." AR, Tab 1.24, Corrective Action SSDD at 4. In other words, the agency gave the awardee a second opportunity to resolve issues with its technical proposal but did not advise the protester a second time with respect to its price. The agency's discussions were unfair in this respect.[5]

We also cannot conclude that the protester was not competitively prejudiced by the agency's actions. Competitive prejudice is an essential element of a viable protest. *SRA Int'l, Inc.*, B-410973, B-410973.2, Apr. 8, 2015, at 7. Where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *YWCA of Greater Los Angeles*, B-414596 *et al.*, July 24, 2017, at 6. In the context of unequal discussions, the focus of our inquiry is on whether the protester, had it been afforded meaningful discussions, could have revised its proposal in a manner that would result in a substantial chance of the protester receiving the award. *Id*. Where an agency fails to properly conduct discussions and argues that the protester was not prejudiced as a result of that failure, we will not substitute speculation for discussions, and we will resolve any doubts concerning the prejudicial effect of the agency's actions in favor of the protester. *Id.*

Here, if the protester had also been afforded a second round of discussions, and the agency had informed American Veteran that its price was unreasonably high, which was the agency's core concern with the protester's proposal, we cannot eliminate the

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[5] As previously stated, the agency explains that "the terms and conditions governing the instant procurement arise from a combination of provisions" in the FAR and the RFO. Supp. MOL at 1-2. We note that RFO provision 15.204-2(b)(2) states that "[c]ontracting officers may further negotiate with an offeror, *if necessary*"; and it adds that "[h]aving further negotiations with a particular offeror does not obligate contracting officers to have further negotiations with any other offerors." (Emphasis added). The agency never argues that this RFO provision allowed the agency to engage in an additional round of discussions only with the awardee under the circumstances here, and it is not otherwise apparent that it was "necessary" for the agency to have had discussions with only the awardee. For example, we have previously found it appropriate to reopen discussions with only one offeror where the agency's prior discussions with that firm failed to raise issues that should have been raised in a prior round of discussions held with all offerors. *See, e.g., AVMAC LLC*, B-424201.3, B-424201.4, June 15, 2026, at 9-10. Indeed, as previously stated, the parties have not alleged or established that any distinctions between the prior FAR and the RFO affect the analysis of the agency's actions in this procurement. *See, e.g.,* Supp. Comments at 1.

possibility that the protester may have lowered its price to be equal to or lower than Veterans Monument's price. *See* Supp. Comments at 9. Even without being told that its price was still unreasonably high, the protester reduced its price a second time--after it had reduced its price in response to the first round of discussions--when it submitted its best and final offer, in total reducing its price by only $484,020. *Compare* AR, Tab 1.10, March 30 Debriefing at 2 *with* AR, Tab 1.26, July 29 Debriefing at 2; *see* COS at 6. While the agency argues that the protester cannot establish competitive prejudice due to its "business decision" not to submit a competitively priced offer, Supp. MOL at 8, the problem with the agency's argument is that the business decision was not informed by discussions with the protester and thus does not provide a basis to conclude that the protester did not suffer prejudice.

In short, we cannot eliminate the possibility that a second round of discussions would have given the protester a substantial chance to receive the award. We will resolve any doubts concerning the prejudicial effect of the agency's actions in favor of the protester. *YWCA of Greater Los Angeles, supra* (also stating that a reasonable possibility of prejudice is a sufficient basis for sustaining a protest). As a result, we sustain this protest ground.

RECOMMENDATION

We recommend that the VA reopen discussions and allow for the submission of revised proposals. We further recommend that the VA perform a new evaluation and make a new selection decision consistent with the terms of the solicitation. We also recommend that the agency reimburse the protester the reasonable costs of 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 the costs incurred, must be submitted to the agency within 60 days after receipt of this decision. *Id*. at § 21.8(f)(1).

The protest is sustained in part and denied in part.

Edda Emmanuelli Perez
General Counsel