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Decision

Matter of: Business Integra Technology Solutions, Inc.

File: B-424244

Date: May 12, 2026

Gao Zhang, Business Integra Technology Solutions, Inc., for the protester.
Kayleigh Scalzo, Esq., Jason Carey, Esq., J. Hunter Bennett, Esq., Homer La Rue, Esq., and Sela Carrington, Esq., Covington & Burling LLP, for HII Mission Technologies Corporation, the intervenor.
James Todd Casey, Esq., Department of the Navy, for the agency.
Christopher Alwood, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal under the technical security and general services factor is denied where the agency's evaluation was reasonable and consistent with the solicitation criteria.
2. Protester is not an interested party to challenge the other aspects of the evaluation and best-value tradeoff where proposal was reasonably found to be ineligible for award.

DECISION

Business Integra Technology Solutions, Inc., of Bethesda, Maryland, protests the award of a contract to HII Mission Technologies Corporation, of McLean, Virginia, under request for proposals (RFP) No. 25R5032, issued by the Department of the Navy for security, information technology (IT), and other support services. Business Integra challenges various aspects of the evaluation of technical proposals and the agency's source selection decision.

We deny the protest.

BACKGROUND

On May 12, 2025, the Navy issued the RFP seeking proposals to provide security, IT, and other general services to the Navy at six locations across the United States. AR, Tab 2, RFP amend. 0001 at 2, 16, 21; Contracting Officer's Statement and

Memorandum of Law (COS/MOL) at 1.¹ The solicitation contemplated the award of a Cost-plus-fixed-fee contract with a 12-month base period and four 12-month option periods. RFP at 4-9. The RFP provided for award on a best-value tradeoff basis considering the following evaluation factors: (1) security and general services; (2) IT; (3) past performance; and (4) cost. *Id.* at 101. The solicitation stated that the security and general services factor and the IT factor were approximately of equal importance and each was significantly more important than past performance. *Id.* All evaluation factors, when combined, were approximately equal in importance to cost. *Id.*

The RFP provided that the agency would assign proposals a technical/risk rating of outstanding, good, acceptable, marginal, or unacceptable under the security and general services and IT factors.² *Id.* at 106. The solicitation specified that a proposal must be rated at least acceptable to be eligible for award.³ *Id.* at 101. As relevant here, the security and general services factor included four subfactors: (1) security technical approach; (2) security staffing approach; (3) scenario response - security; and (4) scenario response - general services.⁴ *Id.* at 102.

With regard to the security technical approach subfactor, the Navy was to evaluate the extent to which the proposals reflected “an effective and realistic approach to performing” the tasks outlined in the security section of the performance work statement (PWS). *Id.* Further, the Navy was to evaluate whether offerors’ responses to six PWS tasks identified in the submission instructions demonstrated an understanding of the PWS and the “skills and technologies required to successfully execute” special access programs (SAP) and sensitive compartmented information (SCI) programs.⁵ *Id.*

¹ The Navy amended the RFP once. Unless otherwise noted, citations to the RFP in this decision are to the amended version provided by the agency at Tab 2 of its report.

² The RFP defined a weakness as a flaw in the proposal “that increases the risk of unsuccessful contract performance,” and a significant weakness as a flaw in the proposal that “appreciably increases the risk of unsuccessful contract performance.” RFP at 109; *see also* FAR 15.001.

³ Relevant here, the RFP defined an acceptable technical/risk rating as the proposal “meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate,” and a marginal technical/risk rating as the proposal “has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.” RFP at 106.

⁴ The security technical and security staffing approach subfactors were equally important, while each was significantly more important than the security scenario response subfactor, which was significantly more important than the general services scenario response subfactor. RFP at 102.

⁵ The six PWS sections identified by the solicitation’s submission instructions were PWS
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The Navy received four proposals by the solicitation's July 14 closing date, including proposals from Business Integra and HII. *Id.* at 69; COS/MOL at 3. The Navy evaluated Business Integra's and HII's proposals as follows:

	Business Integra	HII
Security and General Services	Marginal	Good
Security Technical Approach	Marginal	Good
Security Staffing Approach	Marginal	Good
Security Scenario Response	Acceptable	Good
General Services Scenario Response	Marginal	Acceptable
Information Technology	Marginal	Outstanding
IT Technical Approach (Overall)	Marginal	Outstanding
IT Technical Approach (Specific)	Marginal	Outstanding
IT Staffing Approach	Marginal	Good
Past Performance		
Confidence	Substantial	Substantial
Recency	Recent	Recent
Relevancy	Very Relevant	Very Relevant
Evaluated Cost	\$166,226,487	\$185,344,992

AR, Tab 6, Source Selection Advisory Council Brief at 3-4; AR, Tab 7, Business Integra Technical Evaluation at 1, 16; AR, Tab 8, HII Technical Evaluation at 1, 16.

The source selection authority (SSA) conducted an independent analysis and review of the evaluation of proposals and agreed with the source selection advisory council's recommendations. AR, Tab 5, Source Selection Decision (SSD) at 1. The SSA specifically found that Business Integra's proposal under the security and general services factor "includes significant flaws that show that awarding to [Business Integra] creates a high likelihood of unsuccessful performance." *Id.* at 3. The SSA concluded that Business Integra's proposal demonstrated "a fundamental lack of understanding" of the general services scenario and noted that the resume for Business Integra's proposed security manager had not indicated knowledge, skills or experience in support of SAPs. *Id.* The SSA decided that HII's proposal, while evaluated as higher-cost than Business Integra's proposal, represented the best value to the government. The SSA explained, even considering that cost was approximately equal to the non-cost factors, "it would be unreasonable to place the program at risk by awarding to [Business Integra] with its deeply flawed proposal" for a savings of \$19 million.⁶ *Id.* at 3-4.

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sections 4.2.2, 4.2.3, 4.2.7, 4.2.8, 4.2.11, and 4.2.12. *Id.* at 82-83.

⁶ Notably, the other two proposals' evaluated costs were significantly higher than Business Integra's and HII's. AR, Tab 6, Source Selection Advisory Council Brief at 4. The SSA found that HII's proposal and the proposal of a third offeror were both "impressive" and documented the relative merits of these two proposals when conducting the best-value tradeoff. AR, Tab 5, SSD at 1-2. The SSA concluded that,
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The Navy notified Business Integra of the award to HII and subsequently provided Business Integra with a debriefing. COS/MOL at 4. This protest followed.

DISCUSSION

The protester generally challenges the Navy's evaluation of its proposal and resulting source selection decision. While our decision does not specifically address every argument, we have reviewed all arguments and find that none provide a basis to sustain the protest. As we discuss below, we find that the agency reasonably assigned Business Integra's proposal ratings of marginal under the security and general services factor, rendering the proposal ineligible for award. Consequently, we dismiss Business Integra's remaining allegations because the protester is not an interested party to maintain them.⁷

Security Staffing Approach Subfactor

The protester challenges various aspects of the Navy's assessment of Business Integra's proposed organizational structure with a significant weakness under the security staffing approach subfactor. Protest at 2-4; Comments at 2-3. In assessing the significant weakness, the Navy identified the following concern:

The Offeror's organizational structure does not accurately reflect, based on the information provided within the PWS, the level of effort (LOE) required and the understanding of the expected duties of each position. Additionally, the references from the PWS provided in the [] proposed team chart is unclear.

AR, Tab 7, Business Integra Technical Evaluation at 5. The evaluators then provided six examples where the agency found Business Integra's proposed organizational structure to be inconsistent, unclear, or not demonstrating an understanding of the expected duties of each position. *Id.* at 6.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgement for that of the agency, as the evaluation of

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based on the significance of cost in the RFP's relative importance of evaluation factors, the advantages of this other proposal compared to HII's did not justify paying an evaluated cost premium of \$62,097,446. *Id.* at 2.

⁷ This protest was subject to our Office's procedures involving classified information because a portion of the procurement record is classified. Although we do not discuss classified information in this decision, we have reviewed the entire record and find no basis to sustain the protest.

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 judgement, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, at 8.

Assistant Cognizant Security Officers

First, the protester contends that the assessed significant weakness was unreasonable where the Navy found the firm's proposal to be unclear and inconsistent with the PWS's requirement to provide five assistant cognizant security officers (ACSOs). Protest at 3; Comments at 2-3. In this regard, the protester argues that its proposal clearly met the Solicitation's requirement to provide five ACSO roles through three individuals performing the roles at different sites on a part time basis. *Id.* The agency responds that its evaluation was reasonable and consistent with the terms of the solicitation. COS/MOL at 6-7. Specifically, the agency argues that the PWS requirements mandated that the successful offeror would provide five ACSOs, and Business Integra's staffing plan was inconsistent regarding whether it intended to provide three or five ACSOs. *Id.*

Under the security staffing approach subfactor, the Navy was to evaluate each proposal's organizational structure for whether it demonstrated an understanding of the personnel required to accomplish each task within section 4.2 of the PWS. RFP at 102-103. Relevant here, section 4.2.3 of the PWS stated that the contractor "shall provide" five ACSOs to support performance locations as required by the government. *Id.* at 38. Business Integra's technical proposal narrative stated it would provide five ACSOs to support "facilities designated by the [g]overnment." AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 6. However, later in the proposal, Business Integra included a chart defining its organization structure, which only identified three full-time equivalent (FTE) ACSO positions. *Id.* at 30.

The agency found these two statements in Business Integra's proposal to be in conflict, noting that the language in the proposal stating the protester would provide five ACSOs was "seemingly ... the exact verbiage from the PWS." AR, Tab 7, Business Integra Technical Evaluation at 5-6. In assessing the significant weakness, the agency found that this was one example of how Business Integra's organizational structure could result in "missed requirements" and "uneven support" during performance. *Id.* at 6.

We see no basis to object to the evaluation finding. Here, the agency identified an aspect of the protester's proposal that was internally inconsistent, and the Navy found

the remainder of the proposal lacked sufficient detail to explain how Business Integra intended to meet the PWS requirement to provide five ACSOs.⁸ The protester does not identify--and our review of the record does not reveal--anywhere in the technical proposal where Business Integra described how its proposed three FTEs would meet the ACSO requirement. Here, the solicitation required the agency to evaluate whether the proposal demonstrated an understanding of the number of personnel required to accomplish the PWS's tasks. RFP at 102. While the protester may disagree with the Navy's evaluation, Business Integra has failed to demonstrate that the Navy's evaluation judgements were unreasonable.

Basis of Estimate

In the alternative, the protester argues the significant weakness was unreasonable because much of the information the agency could not discern—including the number of ACSOs proposed, the duties of the project coordinator positions, and staff locations—could be found by comparing the technical proposal to the basis of estimate (BOE) in Business Integra's cost proposal. Protest at 3; Comments at 3. Business Integra contends that the BOE was a "mandatory part of the proposal" that the agency had a "legal obligation" to evaluate as part of its analysis of whether offerors proposed to meet the solicitation's requirements. Comments at 3. We disagree.

An agency is not required to search other sections of an offeror's proposal to meet requirements related to a different section. See *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.10 *et al.*, July 2, 2018, at 13. Also, it is an offeror's responsibility to submit a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation's requirements and allows a meaningful review by the procuring agency. *CACI Techs., Inc.*, B-296946, Oct. 27, 2005, at 5.

Here, the RFP stated that, during the technical evaluation, "[i]f deemed appropriate by the [g]overnment, proposal information provided for one factor may be used to assess other factors." RFP at 102. The solicitation's use of the terms "if deemed appropriate" and "may," in this instance, clearly indicate that the agency was permitted, but not required, to search across proposal sections to see whether a proposal meets the solicitation's requirements. Other than broad claims that the agency had a legal obligation to evaluate the information in its BOE as part of its technical evaluation, the protester does not explain how the agency declining to do so violated any statute,

⁸ In its protest, Business Integra explains that the firm proposed to provide three ACSOs to cover the five ACSO positions and locations on a part-time basis. Protest at 3. This detail, however, is not found anywhere in protester's technical proposal. To this point, the agency responds that, contrary to resolving the significant weakness, had Business Integra clearly stated this in its proposal, the Navy would have found that the firm had failed to meet a material solicitation requirement by proposing to provide only three ACSOs. COS/MOL at 6-7.

regulation, case law, or terms of the solicitation.⁹ Accordingly, these arguments do not provide a basis to sustain the protest.

Unstated Evaluation Criteria

The protester separately argues that the significant weakness was unreasonable because the Navy applied unstated evaluation criteria in evaluating the reporting structure of Business Integra's organizational plan. Protest at 3; Comments at 3. In this regard, the protester objects to the agency's concerns with Business Integra's proposal where it provided for senior security specialists to report to counterintelligence analysts when the senior specialists and analysts supported separate and distinct PWS tasks. Business Integra argues that the Navy was not allowed to "penalize an offeror for a specific management preference" because the RFP did not mandate a specific organizational hierarchy or reporting structure. *Id.* The agency responds that the consideration of which positions reported to whom was reasonably encompassed within the solicitation's requirement to evaluate offerors' management plans and organizational structures. COS/MOL at 8-9.

It is axiomatic that in a negotiated procurement an agency must evaluate proposals based on the solicitation's enumerated evaluation factors. *SupplyCore, Inc.*, B-411648.2, B-411648.3, Feb. 21, 2017, at 9. An agency may properly apply evaluation considerations that are not expressly identified in the solicitation if those considerations are reasonably and logically encompassed within the stated evaluation criteria, so long as there is a clear nexus linking them. *Phoenix Air Grp., Inc.*, B-412796.2, B-412796.3, Sept. 26, 2016, at 11.

⁹ We note that, immediately following the statement that the agency could, but was not required to use proposal information from one factor to evaluate another, the RFP advised that the agency would review each offeror's technical proposal "to determine if it is consistent with the cost proposal, and reflect a clear understanding of the scope of work necessary to meet the solicitation requirements." RFP at 102. While Business Integra does not specifically argue that this solicitation language formed the basis of the firm's contention that the agency was legally obligated to evaluate the BOE as part of the technical evaluation, to the extent the protester's more general argument so alleges, we find no basis to sustain the protest. The language of the RFP only required the agency to compare the cost proposal to the technical proposal for consistency, not to fill in information entirely missing from the technical proposal. When reading the solicitation as a whole, we find this plain language to be advising offerors that the technical and cost proposals would be compared as part of the cost realism evaluation, even though the agency was not required to conduct an integrated evaluation across proposal volumes as part of its technical evaluation. See RFP at 105 (providing for a cost realism evaluation that would consider whether the cost proposal "reflect[ed] a clear understanding of the requirements" and was consistent with the proposed methods of performance).

Here, the solicitation stated that, when evaluating proposals under the security staffing approach subfactor, the agency would consider the “degree to which the proposed management plan’s organizational structure demonstrates an understanding of the personnel required to accomplish each task within PWS [s]ection 4.2[.]” RFP at 102. Business Integra’s proposal includes an organizational structure diagram with the senior security specialists reporting to the counterintelligence analysts. AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 30. Further, the diagram identifies that the counterintelligence analysts will be responsible for PWS task 4.2.12, while the senior security specialists will be responsible for six other PWS tasks, not including the single task assigned to the counterintelligence analysts. *Id.*

The record demonstrates that the Navy found Business Integra’s organizational structure to be unclear, in part, because “[six] [s]enior [s]ecurity [s]pecialists are reporting to the [counterintelligence] analysts when based on the references listed on the chart in the proposal[,] they are supporting [non-counterintelligence) functions in the PWS.” AR, Tab 7, Business Integra Technical Evaluation at 6. The agency explains that assigning individuals from one discipline to supervise staff from another discipline “makes little sense without an explanation.” COS/MOL at 8. Because the protester’s proposal did not provide any clarifying detail or information with its organizational diagram, the Navy found this aspect to increase the risk of unsuccessful performance if these proposed supervisors could not provide appropriate guidance or oversight for the functions performed by the security support specialists. *Id.*

On this record, we see no basis to find that the agency applied unstated evaluation criteria by considering the effectiveness of which positions would report to one another when evaluating Business Integra’s proposed organizational structure. While the RFP did not explicitly set forth certain reporting requirements or state that the agency would consider which personnel reported to others, the RFP informed offerors that the agency would evaluate the organizational structure including “the personnel required to accomplish each task.” RFP at 102. Considering how staff report to others within an organizational structure--and specifically considering what type of work each staff within that chain of command is performing--is reasonably and logically encompassed within the above RFP evaluation criterion. Accordingly, we see no merit to Business Integra’s argument that the Navy applied unstated evaluation criteria.

In sum, we have reviewed the protester’s challenges to the agency assessment of a significant weakness related to its organizational plan under the security staffing approach subfactor and find that none provide a basis to sustain the protest. Accordingly, we deny these grounds of protest.

Pre-vetted Staff

The protester also contends that the agency unreasonably assessed its proposal with a weakness under the security staffing approach subfactor for its stated ability to deploy new pre-cleared and pre-screened staff within 72 hours. Protest at 4; Comments at 3-4. Specifically, Business Integra argues that its proposal did not guarantee deployment of

new staff within 72 hours, but rather identified that its bench of pre-vetted staff could allow the firm to deploy new staff in that timeframe if the administrative processes of granting SCI and SAP access is performed by the agency reasonably quickly. Comments at 4. In the protester's view, the weakness unreasonably conflated the firm's proposed approach to have pre-cleared potential staff ready to bring onto the contract with the agency's stated concern as to how long the process to grant SCI and SAP access might take. *Id.*

The agency responds that the assessed weakness was reasonable and in accordance with the solicitation's evaluation criteria. COS/MOL at 9-10. In this regard, the Navy contends that weakness stemmed from the failure of the proposal to discuss SCI and SAP access in its approach to onboard and deploy talent, which demonstrated that the protester had failed to take into account the RFPs SCI and SAP access requirements. *Id.* The agency argues that granting SCI or SAP access to personnel is not something that can be pre-approved and there is no way to be certain requested SCI or SAP access would be granted within the 72-hour timeframe envisioned by the protester. *Id.*

The RFP clearly notified offerors that all contractor personnel had to be eligible to access SCI and SAP information, and that the PWS requirements included work supporting SAPs and the use of SCI. RFP at 26; see also RFP at 33, 42, 59-60. The RFP further informed offerors that "[a]ccess to SCI and SAP information is neither a right nor entitlement; it is wholly a discretionary security determination granted only to those individuals who meet stringent background and security standards." *Id.* at 101. As specifically relevant here, the RFP required the agency to evaluate the "degree to which the [o]fferor's (s)taffing [p]lan presents an acceptable approach to hiring and retention." RFP at 102.

In reviewing the protester's plan to provide pre-vetted backups to facilitate onboarding, the Navy found that Business Integra's proposed 72-hour deployment time frame was unrealistic, given potential delays from processing candidates' requests for access to SCI and SAPs. AR, Tab 7, Business Integra Technical Evaluation at 8. Based on the security requirements set forth in the RFP, the evaluators explained that while candidates could be cleared, they could not be pre-approved for access to SAPs they would be supporting. *Id.* The agency found Business Integra's proposal did not explain how the firm's approach to SCI and SAP access fits into its plan to deploy talent with minimal lead time, observing that the protester's proposal "does not demonstrate that [the firm] intends for all personnel to have SCI and SAP access." *Id.*

On this record, we find no basis to question the agency's assessments of the merits of Business Integra's staffing plan. In short, we find it reasonable for the agency to have considered whether an offeror's approach to hiring and onboarding personnel included addressing contractor staff access to SCI and SAPs, which were necessary to accomplish the requirements of the PWS. While the protester maintains that the agency is unreasonably focused on an administrative process "that can be completed in hours, not days," Business Integra does not point to--nor does our review of the record reveal--any discussion in the firm's staffing plan of obtaining SCI and SAP access when

discussing its approach to hiring and deploying new staff to perform on the contract. Comments at 4; see *also* AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 33-37. Business Integra's disagreement with the Agency's evaluation conclusions, without more, does not demonstrate that the conclusions were unreasonable.¹⁰ *Vertex Aerospace, LLC, supra* at 8.

Security Manager

We are similarly unpersuaded by Business Integra's argument that the Navy unreasonably assessed a significant weakness to the protester's proposed security manager because his resume failed to demonstrate knowledge, skills or experience necessary to supporting SAPs. Protest at 4-5; Comments at 4-5. The protester argues that the submitted resume demonstrated more than 20 years of experience in SCI and collateral programs which, by their nature, "inherently encompasses" knowledge and experience with SAPs. *Id.* Business Integra complains that the agency has improperly based its weakness on a mechanical search for the term "SAP" instead of a qualitative review of the resume. *Id.*

The RFP instructed offerors to submit a resume for a proposed security manager in accordance with section 4.2.2 of the PWS. RFP at 83. Section 4.2.2 of the PWS required the security manager to "maintain overall control" of security support team projects and assure the security support contract meets technical performance and security requirements. *Id.* at 37. These security requirements were set forth in section 4.2 of the PWS, including the general instruction that the successful offeror "will require knowledge and experience with SAP and SCI security." *Id.* at 36-48. Specific security requirements relating to SAPs are addressed throughout this PWS section. See *Id.* at 39 (requiring CSO to "be familiar with SAP and SCI perquisites for access"), 42-43, 45-46. The agency was required to evaluate the degree to which the resume

¹⁰ In support of its argument, the protester cites to our decision *TISTA Science and Technology Corporation* for the proposition that a weakness can be "unreasonable where the evaluators misinterpret or misconstrue proposal content, especially when the record support a reasonable alternative understanding." Protest at 4 (*citing TISTA Science and Tech. Corp.*, B-422891.2 *et al.*, Jan. 23, 2025). However, the protester's reliance on this decision is misplaced. In *TISTA*, our Office sustained a protest, in part, for disparately evaluating staffing approaches where the agency assessed a weakness to the protester's quotation for its plan to maintain a bench of pre-vetted candidates, while assessing a strength to the awardee's quotation based on a similar approach to maintain a bench of pre-vetted candidates. *TISTA Science and Tech. Corp., supra* at 14-15. In that case, our Office did not find that the agency had misread or misconstrued the protester's proposed staffing plan, or otherwise unreasonably assessed a weakness for this specific proposal aspect, but rather, that the agency had not explained how the difference in an assessed weakness and strength to the two vendors had stemmed from differences in the two quotations. Therefore, our decision in *TISTA* has no relevance to the issue presented here.

and commitment letter for the security manager “demonstrates the availability, knowledge, skills, and abilities to lead and manage” the security support work described in section 4.2 of the PWS. *Id.* at 102-103.

Accordingly, the solicitation made it clear that the agency would be evaluating proposals on the basis of how well offerors, through the submitted security manager resume, demonstrated SAP experience. The record reveals that Business Integra’s proposed security manager’s resume directly addresses SAPs only twice, both times in a section entitled “position requirements” which is comprised of a table that lists “RFP and KP Requirement[s]” in one column and “Experience [and] Supporting Examples” in the other. AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at A-1-A-3. Neither of these references to SAPs, however, specify in what role the candidate’s experience with SAPs took place. *Id.* The record also shows that, in the section of the resume that describes professional experience by position held, the resume does not specifically reference SAPs. *Id.* at A-3-A-7.

Further, contrary to the protester’s assertion that the agency merely performed a word search, the evaluators recognized that some of the demonstrated experience from more than a decade ago may have addressed some of the PWS requirements related to SAPs, but found that “due to the time that has passed, the knowledge could be rendered irrelevant due to a significant shift in policy.” AR, Tab 7, Business Integra Technical Evaluation at 9. The agency concluded that the resume “does not indicate the candidate currently has the knowledge, skills, or experience in support of SAP.” *Id.*

In light of the above, we view the protester’s arguments here as representing nothing more than disagreement as to how the agency should interpret the experience set forth in the proposed security manager’s resume. As our Office has explained, it is an offeror’s responsibility to submit a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation’s requirements and allows a meaningful review by the procuring agency. *CACI Techs., Inc., supra* at 5. While the protester’s proposed security manager may have the necessary knowledge, skills, and experience with SAPs to meet the PWS requirements, Business Integra has not shown that its proposal clearly demonstrated such. Therefore, we find the agency’s evaluation to be unobjectionable, and this allegation is denied.

General Services Scenario Response Subfactor

Business Integra challenges the agency’s assessment of a significant weakness under the “scenario response - general services” subfactor. Protest at 6; Comments at 5-6. The protester argues that the agency’s assessment of the significant weakness for its proposed schedule is arbitrary and insufficiently documented. *Id.* The protester alleges that the evaluation record is “devoid of any meaningful analysis explaining” why the agency found its proposed schedule to be unrealistic. *Id.* The agency responds that its evaluation was reasonable and consistent with the RFP’s evaluation criteria. COS/MOL at 11-12. The agency notes that the protester’s proposal describes what actions

Business Integra would take to meet the scenario's requirements, but does not describe in any detail how the firm will complete those actions within the timeframe it proposes. *Id.*

Under the scenario response subfactor, offerors were to "provide a response that describes an effective and realistic solution" to a scenario that required the offeror's knowledge management team to develop a modernization plan and efficiency report. RFP at 84-85. Each response was to include the offeror's proposed "technical approach to develop and implement the modernization plan." *Id.* at 85. Scenario responses were to include project planning for a modernization effort, which the solicitation specified could be a "series of time phased projects." *Id.* The RFP required the agency to evaluate whether responses to the general services scenario demonstrated an "effective and realistic approach." RFP at 103.

The plain language of Business Integra's proposal describes actions the firm will take in developing the modernization plan, and several modernization implementation actions it could take. See AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 50-55. What the proposal fails to do, however, is to provide meaningful detail on the timeframe for any individual effort. Specifically, the proposal's project planning for the effort consists of three broad phases with multi-month timelines, three to four listed "focus areas," and two deliverables per phase.¹¹ *Id.* at 52. Further, the proposal specified that the scenario's activities would be performed "without the need for additional staff." *Id.* at 53.

The record demonstrates that the agency assessed the proposal with a significant weakness under the scenario response, finding that the protester's proposed approach to the scenario was "unrealistic." AR, Tab 7, Business Integra Technical Evaluation at 13. The evaluators explained that the protester had proposed to accomplish full integration, rollout, and training of the implemented plan within the 12 months the Navy believed it would take to create the modernization plan. *Id.* The evaluators found that it was not reasonable to expect any offeror to accomplish "full integration and roll-out of systems described in this proposal within this timeline." *Id.* The agency further found that Business Integra had separately proposed to reduce the number of knowledge management staff, which is the unit that the scenario specified would be leading the modernization plan effort. *Id.*; RFP at 85. The agency concluded that these issues together demonstrated an unreasonable approach and a lack of understanding of the scenario. *Id.*

On this record, we have no basis to question the agency's evaluation. The RFP required the agency to evaluate whether the proposed modernization plan was realistic

¹¹ For example, phase one of the project plan is entitled "Assessment & Planning" is slated to occur during months 1-3, with the focus areas of "Process mapping, tool inventory, stakeholder input." AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 52.

and, after considering the relevant section of Business Integra's proposal, the agency found that it did not meaningfully describe the timeframes in which it would accomplish its proposed actions and the approach described was not realistic. While the protester clearly disagrees with the agency's assessment that the proposed implementation timeline is not realistic given the resources available, it has not demonstrated that the evaluation was unreasonable.¹² We deny this protest ground.

Security Technical Approach Subfactor

The protester also challenges the agency's assessment of a significant weakness under the security technical approach subfactor for assigning "an extensive amount of responsibilities" to the security support program manager (SSPM) key person. AR, Tab 7, Business Integra Technical Evaluation at 3; Protest at 1-2; Comments at 1-2. The protester contends that the evaluation "ignores the plain language of the proposal" and unreasonably reads the proposal's description of duties under the purview of the SSPM to be assigning those tasks directly to that one position. Protest at 1-2; Comments at 1-2. The agency responds that its evaluation was reasonable and in accordance with the solicitation's evaluation criteria. COS/MOL at 5-6. The agency argues that the plain language of the proposal had "the SSPM deeply involved in a wide variety of actions, and in many cases, responsible for executing actions himself." *Id.* at 5. As discussed below, the protester's arguments are not supported by the record.

Under the security technical approach subfactor, proposals would be evaluated on the

¹² The protester separately argues that the significant weakness is unreasonable because the agency found its approach unrealistic without adjusting its evaluated cost as part of the cost realism evaluation. Comments at 5. The protester alleges that it is inconsistent to find a schedule realistic for pricing but unrealistic for technical performance. *Id.* As an initial matter, we note that the protester has not demonstrated that the agency was required to consider the scenario response as part of its cost realism analysis. See RFP at 85 (noting the scenario response is not currently part of the PWS and the agency assumes the current workforce will be utilized without additional personnel). Regardless, even if the protester could demonstrate the scenario response should have been part of the cost realism analysis, Business Integra cannot demonstrate it was prejudiced by the agency's failure to increase the firm's probable cost. Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving award, there is no basis for finding prejudice and our Office will not sustain the protest. *Engility Corp., B-413120.3 et al.*, Feb. 14, 2017, at 17. Here, were the agency to have increased Business Integra's probable cost as part of the cost realism analysis, the upward adjustment to its costs would have only harmed the protester's relative competitive standing. That is, because the protester's proposal is still lower rated than the awardee's, an increase in the cost of Business Integra's proposal would have only diminished the firm's standing in any tradeoff between the cost and non-cost factors.

extent to which an offeror's "technical approach reflects an effective and realistic approach to performing" the tasks outlined in the security section of the PWS. RFP at 102. Section 4.2.2 of the PWS required the contractor to provide an SSPM to provide "general project management and supervise the security support personnel on the contract at all locations." RFP at 37. The section further described the security tasks that the SSPM was required to perform or supervise. *Id.*

In evaluating the protester's proposal under this subfactor, the agency identified specific aspects of Business Integra's proposal where the firm proposed the SSPM to directly take actions above and beyond what was required by the PWS. AR, Tab 7, Business Integra Technical Evaluation at 3. For example, the evaluators observed that Business Integra proposed to have the SSPM "lead the immediate triage, secure affected areas, initiate witness statements, and coordinate reporting" in the event of a security violation or potential compromise. *Id.* (quoting AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 5). The PWS does not require such direct action on the part of the SSPM, only that they broadly "[r]espond to any problems or issues with the security support contract." RFP at 37. The agency also noted that the protester proposed for the SSPM to "lead or assist in the development of all formal deliverables." AR, Tab 7, Business Integra Technical Evaluation at 3 (quoting AR, Tab 3, Business Integra Proposal, Vol. 2A, Technical Security and General Services at 5). The PWS only requires the SSPM to "maintain overall control and administrative cognizance for security support team projects" and does not require direct involvement in the creation of formal deliverables. RFP at 37.

We see no basis to question the agency's evaluation of Business Integra's proposed approach for the SSPM. The plain language of the proposal cited by the agency in the assessment of the significant weakness indicates that the SSPM will directly perform several duties not required of it by the PWS. The protester, for its part, maintains that the Navy should have inferred from the proposal's terminology that the SSPM would be supervising these activities, instead of directly performing them. As we have explained, it is an offeror's responsibility to submit a well-written proposal with adequately detailed information that clearly demonstrates compliance with the solicitation's requirements and allows a meaningful review by the procuring agency. *CACI Techs., Inc., supra* at 5; *GovTranz, LLC*, B-423249, Mar. 25, 2025, at 4. In this regard, the protester has not demonstrated that the agency's acceptance of the firm's proposal at face value was unreasonable. *Vertex Aerospace, LLC, supra* at 8.

Based on our review of the record, we find the agency's concerns regarding the SSPM's workload to be reasonably based. If the protester intended for the agency to understand that the SSPM would supervise these activities cited by the agency instead of directly performing them, it should have clearly stated so in its proposal. *CACI Techs., Inc., supra*. As such, this allegation is denied.

Remaining Challenges

Business Integra raises a number of additional protest allegations, including challenges to the Navy's evaluation of Business Integra's proposal under the information technology factor and to the best-value tradeoff. See Protest at 6-14; Comments at 6-12.

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 of a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party if it would not be next in line for award if its protest were sustained. *BANC3, Inc.*, B-416486, B-416486.2, Sept. 10, 2018, at 9.

Here, the RFP specified that a proposal must be rated at least acceptable to be eligible for award. RFP at 101. The protester does not meaningfully allege the agency's assignment of a rating of marginal to its proposal under the security and general services factor was improper outside of its allegations regarding the agency's assessment of weaknesses. See Comments at 12 (arguing that its ineligibility "is a direct result" of the allegedly flawed evaluation). As discussed above, we have found no basis to question the agency's evaluation of Business Integra's proposal under the security and general services factor. Thus, even if we found that Business Integra's remaining protest allegations had merit, the firm's proposal would remain ineligible for award because the proposal would still have been rated marginal under the security and general services factor. Business Integra, therefore, is not an interested party to raise these remaining challenges. See *Lamb Informatics, Ltd.*, B-418405.5, B-418405.6, Mar. 5, 2021 at 7-8 (dismissing remaining protest allegations where agency reasonably evaluated protester as ineligible for award). Consequently, these allegations are dismissed.

Inaccurate Citations

Finally, throughout its protest, Business Integra references a number of inaccurate legal citations to support its allegations. For example, the protester cites "Apogee Research, LLC, B-414829.10" for the proposition that "agencies may not use unstated sub-factors to 'mechanically' score proposals." Protest at 12 (emphasis removed). Our Office has not issued a decision with this B-number and party name combination. Our Office has issued a published decision that can be cited as *Apogee Engineering, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, however, that decision does not discuss unstated evaluation criteria, subfactors, or mechanical scoring.

As another example, the protester cites "Synergy Companies, LLC, B-419479 (2022)" for the proposition that best-value tradeoffs must be meaningfully explained. Protest at 14. Our Office has not issued a decision with that matching name, B-number, and date. The B-number corresponds to a decision called *PNS Holdings, LLC*. *PNS Holdings, LLC*, B-419479, Jan. 21, 2021 (unpublished decision). Our Office dismissed that protest as academic because the agency had agreed to provide the protester with

the only relief that our Office would recommend if the protest were sustained. *Id.* at 3. The unpublished decision did not discuss documentation requirements for best-value tradeoffs. See *id.* Separately, the case name and year cited by the protester is similar to another unpublished decision titled *Synergy Staffing, Inc. Synergy Staffing, Inc.*, B-420645.3, Oct. 20, 2022 (unpublished decision). We dismissed that protest because the matter had been raised by another protester before a court of competent jurisdiction. *Id.* at 1. The decision also did not discuss documentation requirements for best-value tradeoffs.¹³ See *id.*

We asked the protester to address the basis for the inaccurate case citations and to provide copies of the decisions cited, or, alternatively, to explain why the protester could not provide copies of the cited decisions. Notice of Required Protester Response at 2. The protester's response stated that the inaccurate case citations were the result of "several clerical errors" but maintained that the legal principles cited were "well-settled tenets of GAO jurisprudence." Resp. to GAO Notice at 1. Business Integra then provided corrected or substituted case citations for each of the inaccurate citations our Office's notice had identified. *Id.* at 1-2.

Despite its acknowledgement of errors, the protester's response to our notice fails to address the basis for the inaccurate case citations, as we expressly requested. We note that, here, the protester's erroneous citations bear the hallmarks of the use of a large-language model or other artificial intelligence (AI) tools without adequate verification that the generated results were accurate. See e.g., *Oready, LLC*, B-423524.2, Aug. 13, 2025, at 7. As courts and our Office have explained, "there is nothing inherently wrong with ... properly and competently utilizing AI or any of its subsets to practice law or litigate cases," but "the evolving technology has many glitches (including hallucinations) and does not always work properly or as expected," and therefore close and careful fact-checking and citation-checking are absolute necessities when utilizing AI or any of its subsets. *Id.*; *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 6 (both citing *Versant Funding LLC v. Teras Breakbulk Ocean Navigations Enters., LLC*, No. 17-cv-81140, 2025 U.S. Dist. LEXIS 98418 at *11 (S.D. Fl. May 20, 2025)).

In order to satisfy our statutory mandate to resolve protests expeditiously and to maintain our role as a meaningful, efficient protest forum, we expect all parties to

¹³ The protester also used multiple citations that accurately correspond to existing decisions, but those decisions do not discuss the principle or argument proffered in the protest. For example, Business Integra cites "Intercon Associates, Inc., B-298282 (2006)" for the proposition that an agency cannot "[penalize] offerors for not using the government's own wording[] or expect offerors to 'parrot' PWS language." Protest at 9. However, our *Intercon* decision does not discuss the use of specific government wording or a requirement to parrot PWS language. See *Intercon Associates, Inc.*, B-298282, B-298282.2, Aug. 10, 2006. The decision, in fact, does not reference a PWS at all because the procurement at issue utilized a statement of work. *Id.* at 2.

prepare and present their cases carefully and diligently. *Bramstedt Surgical Inc.*, B-424064, Jan. 28, 2026, at 12 (*citing Wolverton Prop. Mgmt., LLC--Recon.*, B-415295.4, June 6, 2018, at 3). The use of AI platforms or tools to draft or assist in drafting legal filings can result in the citation of non-existent decisions, such that reliance on those programs without review for accuracy wastes the time of all parties and GAO. *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025, at 4. As we have explained, our Office necessarily reserves an inherent right to dismiss any protest and to impose sanctions against a protester, where a protester's actions undermine the integrity and effectiveness of our process. *Id.* Here, we deny the protest on the merits and do not exercise our right to impose sanctions for the submission of non-existent citations. The protester, however, is advised that any future submission of filings to our Office with citations to non-existent authority may, after review of the totality of the circumstances, result in the imposition of sanctions.

The protest is denied.

Edda Emmanuelli Perez
General Counsel