441 G St. N.W. Washington, DC 20548 Comptroller General of the United States

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Decision

Matter of: Revolve Solutions LLC

File: B-423450

Date: June 3, 2025

Douglas P. Hibshman, Esq., Dana Molinari, Esq., and David O'Neill, Esq., Fox Rothschild LLP, for the protester.

Ambika J. Biggs, Esq., William L. Walsh, Esq., and Allison P. Klena, Esq., Hirschler Fleischer, P.C., for Vistra Communications, LLC, the intervenor.

Robert B. Neill, Esq., Lieutenant Colonel Sean Zehtab, and Angela M. Fortier, Esq., Department of the Army, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably evaluated protester's proposal is denied where the record shows that the evaluation was consistent with the terms of the solicitation.

DECISION

Revolve Solutions, LLC, of Alexandria, Virginia, protests the award of a contract to Vistra Communications, LLC, of Lutz, Florida, under request for proposals (RFP) No. W9124J-25-R-0010, issued by the Department of the Army for commercial communication planning and support services. Revolve argues that the agency unreasonably evaluated its proposal.

We deny the protest.

BACKGROUND

On November 27, 2024, the Army issued the RFP to procure communication planning and support services for its Office of the Chief of Public Affairs. Agency Report (AR) Tab 3a, RFP at 1, 60.¹ The selected contractor would be required to provide operations

¹ When citing to the agency report, GAO utilizes the BATES page numbers provided by the agency.

support, as well as communications research, planning, and product development. *See id.* at 81-95. The RFP contemplated the issuance of a fixed-price contract to be performed over a 12-month base period and four 12-month option periods. *Id.* at 61.

The acquisition was conducted using the policies set forth in Federal Acquisition Regulation (FAR) part 12 in conjunction with the procedures under FAR part 15. AR, Tab 30, RFP, amend. 4 at 10. Award would be made on a lowest-priced, technically acceptable (LPTA) basis considering technical capability, past performance, and cost/price factors. *Id.* The technical capability factor included two subfactors: technical approach, and staffing plan/key personnel qualifications experience. *Id.* The technical capability and past performance factors would be evaluated as acceptable or unacceptable. *Id.* at 11-12.

Prior to the January 23, 2025, close of the solicitation period, 18 offerors, including Revolve and Vistra, submitted proposals. AR, Tab 5e, Source Selection Decision at 1; Contracting Officer's Statement (COS) at 5. The Army evaluated Revolve's proposal as unacceptable under the technical capability factor and the technical approach subfactor. AR, Tab 5b, Source Selection Evaluation Board (SSEB) Report at 33. The evaluators determined that the firm did not demonstrate the ability to perform all the tasks outlined in the PWS. *Id.*; AR, Tab 5d, Consolidated Pre-negotiation Objective Memorandum/ Price Negotiation Memorandum (POM/PNM) at 18. Specifically, the Army concluded:

[Revolve's] proposal provided unacceptable evidence in their ability to perform and satisfy all contractual requirements of this solicitation. The proposal does not demonstrate a high level of understanding of the tasks outlined in the PWS. Offeror provides minimal evidence of their ability to understand the development and execution of strategies, specifically for operations research, analysis and analytical expertise required for analytical communication and assessment [in accordance with (IAW)] PWS 5.3. They failed to address morning news reporting required daily and on the weekends, breaking news requirements and how they'd support monthly media analysis across multiple social media platforms. Offeror's proposal stated they would produce 40 communication plans per year, but the PWS requires up to 60 per year. Offeror failed to address the Think Tank support requirement to execute 20 events on an annual basis as required in the PWS section 5.6.

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Ultimately, the agency evaluated three proposals as technically acceptable, including that of Vistra. AR, Tab 5d, Consolidated POM/PNM at 31. The agency awarded the contract to Vistra because its evaluated price of \$12,818,454 was the lowest of the three. *Id.* This protest followed.

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DISCUSSION

Revolve contends that the Army unreasonably evaluated its technical approach as unacceptable. The firm argues its proposal demonstrated its capability to perform all the PWS functions. Comments at 1-9. In so arguing, Revolve asserts that the Army unreasonably ignored or overlooked information contained in the firm's proposal. *See id.* The Army responds that Revolve's proposal simply lacked critical details explaining its specific approach to performing PWS §§ 5.3, 5.4, and 5.6. Memorandum of Law (MOL) at 10-28.

We have reviewed the allegations and do not find that any provides us with a basis to sustain the protest. We discuss the evaluation with respect to the various PWS sections separately, but note, at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *AT&T Corp.*, B-414886 *et al.*, Oct. 5, 2017, 2017 CPD ¶ 330 at 6.

PWS Section 5.3, Communication Research, Analysis and Evaluation

Section 5.3 of the PWS requires the contractor to advise and assist the agency with primary and secondary research to inform communication approaches and planning across the agency's media and community outreach activities. RFP, amend. 4 at 35. As relevant here, section 5.3.8 requires the contractor to provide a daily digest of news media reporting that is cross-referenced with a Department of Defense daily news briefing. *Id.* at 37. Over the weekend, the contractor is required to provide two digests per day summarizing news media reporting. *Id.*

Section 5.3.9 requires the contractor to monitor breaking news from all major news organizations websites and social media platforms daily, including the weekend. RFP, amend. 4 at 37. The contractor must maintain a "Be on the Lookout" (BOLO) list of breaking news stories topics for agency leadership. *Id.* Also, the contractor must alert agency leadership when breaking news occurs, or when there is a development in any BOLO topic. *Id.*

Section 5.3.10 requires the contractor to provide a monthly analysis of traditional media and social media in a single report. RFP, amend. 4 at 37. The monthly report will analyze the agency's messaging, and how the Army's news stories travel through social media. *Id.*

As relevant here, the RFP instructed offerors to submit technical volumes as part of their proposals. RFP, amend. 4 at 6. The technical volume should be clear, concise, and include sufficient detail for effective evaluation. *Id.* Offerors were specifically instructed that "[t]he proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror

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intends to meet these requirements." *Id.* When evaluating technical proposals, the RFP advised that the agency would consider the clarity and reasonableness of the technical approach to accomplish the complexity and magnitude of the requirement, including all tasks outlined in the performance work statement (PWS). *Id.* at 10.

Revolve's proposal contains a section explaining the firm's approach to communication research, analysis and evaluation. AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 11-16.² The proposal discusses the firm's understanding of the agency's requirement, as well as its knowledge and experience in this area. *Id.* at 11-12. The proposal also discusses the firm's capabilities, personnel, and approach to communications research and analysis. *Id.* at 12-16.

As stated above, the agency found the protester's proposal technically unacceptable. The agency concluded that Revolve's proposal failed to address several functions, including the contractor's responsibility to produce daily digests, monitor breaking news, and provide monthly reports. AR, Tab 5d, Consolidated POM/PNM at 18. The agency concluded that the firm's proposal lacked "convincing rationale and concrete details" and generally restated the requirement without demonstrating the methodology. COS at 9-10.

Revolve argues that the firm's proposal contained adequate details demonstrating its compliance with the PWS requirements. See Comments at 2-6. For example, the firm argues that it demonstrated capability to produce the daily digests because its proposal showed that it has staff experienced with strenuous on-call work conditions and shows that the firm sets an expectation that employees will be available on the weekend. *Id.* at 3. Similarly, the firm argues that its proposal outlined tools and a research monitoring process demonstrating compliance with the requirements for monitoring breaking news and producing monthly reports. *Id.* at 5-6. The Army counters that Revolve's proposal did not contain sufficient details demonstrating the firm could fully accomplish the requisite functions. MOL at 13-23.

On this record, we have no basis to object to the agency's evaluation. As explained above, the RFP instructed offerors to explain how they would satisfy all PWS requirements and advised that proposals would be evaluated based on the reasonableness of the approach and ability to satisfy the complexity and magnitude of the requirement. RFP, amend. 4 at 6, 10. Despite that advisement, our reading of Revolve's proposal shows that the firm did not explain with sufficient detail how it would satisfy the tasks set forth under PWS section 5.3.8; indeed, our review shows that the proposal included only vague, tangential references indicating that the firm could and would provide daily digests but lacks any explanation describing how the firm would perform that function. See AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 7 ("management staff is experienced with the need to be on-call 24/7/365, having developed a reputation with our customers for providing short turnaround, quality

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² As part of their proposals, offerors submitted "sanitized" technical proposals which omitted the company's name, logo, and other markings. RFP, amend. 4 at 3-4.

deliverables"), 15 (explaining that as part of the firm's media monitoring process, the firm will develop a standard operating procedure ensuring "that checkpoints are included for daily and weekend monitoring and the BOLO list"). While Revolve points to proposal excerpts showing that the firm sets an expectation amongst its employees for weekend work and that the firm would revise the standard operating procedure to ensure that the digests are produced, such statements are consistent with the agency's evaluation judgment that the firm merely demonstrated a commitment to perform the duties. See Comments at 3. Further, while the proposal describes a general process for media monitoring, we agree with the agency that the proposal does not explain how the protester would accomplish the complexity and magnitude of the requirement to produce the required digests. See COS at 9.

Likewise, our review of the firm's proposal shows it lacked details articulating its approach to performing PWS section 5.3.9. While Revolve argues that its proposal referenced a particular tool ("Brandwatch") that allows its employees to monitor news media, the proposal does not articulate how the firm would use this tool or the other tools ("CisionOne" and "TVEyes") available to perform the specific duties under this section. AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 12. Indeed, whereas section 5.3.9 requires the contractor to monitor news, develop the BOLO, and provide alerts to agency leadership, Revolve's proposal only explains that the firm has the general capability to monitor news media and will proactively engage senior agency personnel. *Id.* In other words, we agree with the agency that the proposal requires the reader to infer the connection between Revolve's general process and capabilities and the specific duties to be performed. *See* COS at 9. Thus, because the RFP required offerors to demonstrate specifically how their proposals would accomplish the complexity and magnitude of the requirement, we have no basis to object to the evaluation.

As to PWS section 5.3.10, we find that the agency reasonably concluded that the firm's proposal lacked details demonstrating specifically how the firm would produce the monthly report analyzing traditional and social media. While Revolve points out that its proposal committed to providing monthly reports and discussed its media monitoring and social media process, see Comments at 4-5 (citing AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 14-15), our review shows the proposal identified only a general method for monitoring news and social media and lacked details explaining how the firm would produce the report. AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 15 ("Specific to media analysis [PWS 5.3.6, 5.3.10, 5.3.15], [Revolve's] process leverages a comprehensive suite of media monitoring tools, enabling the Army to track local, national, and industry coverage across television, radio, social media, print, and podcasts."). Again, consistent with the agency's evaluation, the firm's proposal simply explains its general capabilities but lacks any substantive discussion of how those capabilities would be specifically employed to meet the agency's particular needs. See COS at 10; see also MOL at 22-23. Thus, we find that the agency reasonably evaluated the firm's proposal as lacking details showing how the firm would fulfill the duties outlined in PWS section 5.3. Accordingly, we deny the protest allegation.

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PWS Section 5.4, Communication Planning

Section 5.4 of the PWS describes the communication planning responsibilities the contractor must perform. RFP, amend. 4 at 39. Generally, this section requires the contractor to develop communication plans to include analyzing the information environment, determining current and upcoming phases of communication initiatives, and developing the metrics and performance objectives. *Id.* To develop the plans, the contractor will need to research potential outreach events, analyze the implementation and execution of such events, and determine the likelihood of success. *Id.* Further, and as relevant here, the contractor shall be prepared to develop a minimum of 40 plans per year and a maximum of 60 plans per year. *Id.* at 40.

As noted above, when demonstrating their technical approach, offerors were instructed not to simply rephrase or restate the Government's requirements but rather to provide convincing rationale showing how the offeror intends to meet the requirements. See RFP, amend. 4 at 6. The RFP advised that the agency would evaluate the clarity and reasonableness of the technical approach to accomplish the complexity and magnitude of the requirement, including all tasks outlined in the PWS. *Id.* at 10.

In addressing the requirements set forth under PWS section 5.4, Revolve's proposal discusses the firm's understanding of the requirement and experience with communication plans. AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 16-17. The firm also discusses its capabilities and explains that the firm has standard plans that can assist the agency in "developing its more than 40 communications plans each year." *Id.* at 17.

As explained above, the agency evaluated Revolve's proposal as not demonstrating capability to support up to 60 plans per year. AR, Tab 5d, Consolidated POM/PNM at 18. The agency explains that the proposal did not demonstrate its ability to handle the "full magnitude" of the government's requirement. COS at 11.

Revolve argues that the firm's proposal demonstrated willingness and ability to produce more than 40 plans per year, and therefore, the firm demonstrated compliance with the requirement to produce up to 60 plans per year. See Comments at 6-7. The Army responds that the proposal did not demonstrate a high level of understanding of the requirement, and failed to provide sufficient detail regarding how it would accomplish between 40-60 communication plans per year. MOL at 24.

On this record, we have no basis to object to the agency's evaluation because the RFP required offerors to articulate precisely how they would fulfill the duties outlined the PWS and our review shows that Revolve did not explain how it would develop 60 communication plans per year. While Revolve's proposal demonstrated an understanding that the selected contractor may be required to produce more than 40 plans per year, the proposal did not specifically explain that the firm would be willing and able to produce 60 plans per year. See AR, Tab 4d, Revolve Tech. Proposal-Sanitized at 17. More importantly, our review confirms the agency's conclusion that

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Revolve did not articulate how its capabilities would allow the firm to develop 60 plans per year. *Id.* Indeed, our reading of the firm's proposal shows that the firm articulated its general capabilities (e.g., having long-form and short-form planning templates), familiarity with the Army's structure, and communication strategists as beneficial features, but omitted any discussion explaining how these features would fare when required to produce a significantly higher number of plans. *See id.* at 17-18. Given the lack of clarity and supporting information, we do not find that the agency unreasonably evaluated Revolve's proposal. *Cf. SOC LLC*, B-420806, Aug. 30, 2022, 2022 CPD ¶ 229 at 5 ("an offeror is required to submit a well-written proposal, and if it fails to do so, it runs the risk that its proposal will be evaluated poorly"). Accordingly, we deny the protest allegation.

PWS Section 5.6, Army Outreach Support

Section 5.6 requires the contractor to provide planning and assessment support for Army outreach events. RFP, amend. 4 at 42. The outreach events inform and educate American communities regarding the Army's readiness, roles, missions, capabilities, and challenges in areas where there is minimal Army connection. *Id.* The Army anticipates conducting 20 outreach events per year focused on observances and holidays, such as Asian American Pacific Islander month, Juneteenth, and the Army/Navy football game. *Id.* at 42-43. To develop, plan, and execute these events, the contractor needs to conduct research considering population density patterns, media markets, top employers, universities, think tanks, and centers of influence. *Id.* at 43.

As explained earlier, the RFP advised that proposals would be evaluated based on whether they demonstrate the ability to satisfy the complexity and magnitude of all PWS functions. RFP, amend. 4 at 10.

When evaluating Revolve's proposal, the Army determined that the firm failed to address how it would execute 20 events per year. AR, Tab 5b, SSEB Report at 33. The agency explains that Revolve's proposal only demonstrates experience supporting outreach events but does not explain how the firm would support these functions. COS at 12. Further, the agency explains that "simply citing past experiences with a different client and scope of work, which Revolve did in its proposal, does not demonstrate how it intends to approach the specific requirements of this contract." *Id.* at 13.

Revolve argues that the Army unreasonably evaluated its proposal because it demonstrated experience supporting more than 20 outreach events per year. Comments at 8-9. The Army responds that Revolve's proposal failed to provide details necessary to demonstrate its understanding of and ability to execute 20 events per year. MOL at 25.

Here, we have no basis to object to the agency's evaluation because Revolve's proposal lacks details showing that the firm could support more than 20 outreach events per year. Our review shows that Revolve's proposal generally discusses its

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understanding of the need to conduct outreach events and the firm's standard practices. AR, Tab 4d, Revolve Tech. Proposal--Sanitized at 21. The firm then identifies past experiences, capabilities, supporting personnel, and strategic approach. *Id.* at 22-24. Consistent with the agency's position, we do not find that the firm specifically discussed how it would tailor or modify its general standard practices to support the Army's specific need to host 20 events per year, such as the Army-Navy football game; instead, consistent with the agency's position, we think any reader would be required to infer how the firm would adapt its strategic approach and standard practices to supporting the Army's requirement. *See id.* Thus, we deny the allegation because we agree with the agency that the firm did not articulate how it would apply its approach to the instant requirement as was required by the solicitation.³ *Cf. SOC LLC*, *supra.*

The protest is denied.

Edda Emmanuelli Perez General Counsel

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³ Revolve also argues that the Army unreasonably failed to evaluate the firm's price proposal. Comments at 9-10. We dismiss this allegation because the solicitation specified that award would be made on a LPTA basis and as demonstrated above the agency reasonably evaluated the firm's technical approach as unacceptable. RFP, amend. 4 at 10. Thus, the firm's proposal could not have been selected for award, and any alleged failure to evaluate the firm's price was not prejudicial. See Platinum Business Corp., B-415584, Jan. 18, 2018, 2018 CPD ¶ 34 at 4 ("Competitive prejudice is an essential element of a viable protest and there is no basis for finding prejudice and sustaining a protest where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial change of receiving the award.").