



Decision

Matter of: FS Federal, LLC

File: B-423450.2

Date: July 17, 2025

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

Katherine S. Pearson, 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

FS Federal, LLC, of Brooklyn, New York, 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. FS Federal 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 60.¹ The RFP stated that, under a fixed-price contract, the selected offeror would provide operations support and communications research, planning, and

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

product development. See *id.* at 63, 81-95. The selected offeror would perform these functions over a 12-month base period with four 12-month option periods. *Id.* at 61.

The acquisition followed the policies detailed in Federal Acquisition Regulation (FAR) part 12 and the procedures in FAR part 15. AR, Tab 3o, amend. 4 at 10. The Army would select an offeror using a lowest-priced, technically acceptable (LPTA) selection methodology, 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 and experience. *Id.* The Army would evaluate the technical capability and past performance factors as acceptable or unacceptable. *Id.* at 11-12.

Eighteen offerors, including FS Federal and Vistra, submitted proposals during the solicitation period, which ended on January 23, 2025. AR, Tab 5e, Source Selection Decision at 1; Contracting Officer's Statement (COS) at 5. The Army assigned FS Federal's proposal a rating of unacceptable under the technical capability factor and the technical approach subfactor. The evaluators concluded that FS Federal did not demonstrate its understanding or ability to perform all the tasks outlined in the Performance Work Statement (PWS). *Id.*; AR, Tab 5d, Consolidated Pre-negotiation Objective Memorandum/Price Negotiation Memorandum (POM/PNM) at 14-15. Specifically, the Army determined:

[FS Federal's] proposal provided an inadequate technical approach on [its] ability to perform and satisfy all contractual requirements of this solicitation. The proposal did not demonstrate a high level of understanding of the tasks defined in PWS section 5.5. The proposal did not provide adequate evidence nor a detailed description of [FS Federal's] knowledge, experience, capabilities and personnel, specifically to support the proposal technical approach with respect to development and production of communication products IAW PWS 5.5. [FS Federal] failed to provide evidence or capability that they can manage the Public Affairs Portal/Website Management IAW PWS section 5.5.6.

Id.

Ultimately, the Army evaluated three proposals as technically acceptable, including Vistra's proposal. AR, Tab 5d, Consolidated POM/PNM at 30-31. Since Vistra's evaluated price of \$12,818,454 was the lowest of the three, the Army awarded the contract to Vistra. *Id.* This protest followed.

DISCUSSION

FS Federal contends that the Army unreasonably evaluated its technical approach as unacceptable. In so arguing, FS Federal asserts that the Army unreasonably ignored responsive information within the firm's proposal. Comments at 4. The Army contends that it properly assigned FS Federal's proposal a rating of unacceptable under the

under the technical capability factor and the technical approach subfactor because the proposal lacked sufficient detail to explain how the protester would accomplish requirements in PWS sections 5.3, 5.5, and 5.8. Memorandum of Law (MOL) at 12-34.

We have reviewed the allegations and do not find that any provide 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 regulation. *AT&T Corp.*, B-414886 *et al.*, Oct. 5, 2017, 2017 CPD ¶ 330 at 6.

PWS Section 5.3, Communication Research, Analysis and Evaluation

PWS section 5.3 requires the selected offeror to advise and assist the agency with primary and secondary research to inform communication approaches and planning across the Army's media and community outreach activities. RFP, amend. 4 at 35. As relevant here, PWS section 5.3.8 requires the selected offeror to provide a daily digest of news media reporting that is cross-referenced with a Department of Defense daily news briefing during the weekdays. *Id.* at 37. Additionally, PWS section 5.3.8.1 requires the selected offeror to provide these briefings on weekend days as well. *Id.*

For the Army to evaluate and substantiate the claims within proposals, the RFP instructed offerors to include technical volumes that were clear, concise, and included sufficient detail for effective evaluation. RFP, amend. 4 at 6. Offerors were specifically instructed that “[the] proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements.” *Id.* Offerors were also told that “[s]tatements that the offeror understands, can, or will comply with the PWS . . . will be considered unacceptable.” *Id.* When evaluating technical aspects of proposals, the RFP explained that the Army would consider the clarity and reasonableness of the offeror's technical approach, and the offeror's demonstrated understanding of the tasks outlined in the PWS. *Id.* at 10-11.

Specific to PWS section 5.3, the Army indicated that it would evaluate the offeror's “ability to demonstrate [the firm's] understanding of development and execution of strategies, specifically for operations research, analysis and analytical expertise required for analytical communication and assessment IAW PWS 5.3.” *Id.* at 11.

FS Federal's proposal contained a section explaining the firm's approach to communication research, analysis and evaluation. AR, Tab 4c, FS Federal—Technical Proposal Volume at 8-11. The proposal discussed the firm's research knowledge, relevant experience, technological capabilities, and available personnel. *Id.* at 8-9.

The Army, however, found FS Federal's proposal technically unacceptable on the basis that it lacked concrete details indicating that the firm had a solid understanding of the weekend monitoring and reporting requirement outlined in PWS section 5.3.8.1. AR, Tab 6e, Post Award Response to Debrief Questions at 1-2; COS at 8-9. Instead, according to the Army, FS Federal relied on broad statements that did no more than rephrase the requirements without demonstrating any specific methodology. *Id.* at 9.

FS Federal argues that its proposal "clearly addressed weekend reporting requirements" in sections 5.3.5 and 5.3.14, and the placement of this information in sections of its proposal other than 5.3.8 should not be "dispositive of whether FS Federal addressed this requirement." Comments at 2. However, the Army counters that even considering language within the broader section, FS Federal's proposal did not contain sufficient detail demonstrating an understanding of the PWS requirements. See MOL at 17-18. We do not have a basis to find the Army's evaluation unreasonable.

As explained above, the RFP admonished offerors not to simply rephrase the PWS requirements but to explain how their firms 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 requirements. RFP, amend. 4 at 6, 10. Despite that advisement, a review of FS Federal's proposal confirms the agency's conclusion that it did not explain how it would satisfy the distinct tasks set forth in PWS sections 5.3.8.1

Again, PWS section 5.3.8.1 requires the selected offeror to provide weekend reporting, which includes two reports covering 12-hour periods on Saturdays and Sundays. RFP, amend. 4 at 37. While section 5.3.14 of FS Federal's proposal states that it will use media monitoring tools, employ weekend staff, and provide a daily media monitoring report at 5:30 AM, the protester has failed to point to any part of its proposal where the proposal explains how FS Federal would provide the twice-daily weekend reports.² See AR, Tab 4c, FS Federal–Technical Proposal at 9 (ensuring that "FS federal will staff the contract to provide weekend support for real-time media-monitoring"), 10 (explaining that

² The Army claims that the information on weekend and weekday reporting contained in section 5.3.14 of the proposal is misplaced because it is outside of sections 5.3.8 and 5.3.8.1 of the proposal. MOL at 23. However, this information falls within the broader section of the proposal, 1.2 Communication Research, Analysis and Evaluation, which cites to PWS section 5.3. AR, Tab 4c, FS Federal–Technical Proposal at 8-11. FS Federal's proposal makes no indication that the headers within proposal section 1.2 specifically correlate with subsections of PWS section 5.3 requirements. Thus, we do not find that the Army was excused from searching section 1.2 of FS Federal's proposal for language supporting PWS section 5.3 requirements. See *Zantech IT Servs., Inc.*, B-422452 *et al.*, Jun. 26, 2024, 2024 CPD ¶ 158 at 7-9 (explaining that evaluators may not have to consider language outside of sections that are labelled as responding to specific PWS requirements, suggesting that this exception does not apply when the language exists within a section that explicitly cites a PWS requirement).

“[d]aily media monitoring reports will be submitted by 0530 EST”). Indeed, we agree with the Army that FS Federal’s proposal expresses, at-best, a broad plan to perform the weekend requirements but lacks concrete details explaining specifically “how [the firm] will achieve these tasks.” COS at 9; see *Superior Landscaping Co., Inc.*, B-310617, Jan. 15, 2008, 2008 CPD ¶ 33 at 6-7. Simply “parrot[ing]” back the language of the RFP falls short of this obligation. *Superior Landscaping Co., Inc.*, *supra*, at 6. When drafting a proposal, it is necessary for the offeror to include sufficient detail to demonstrate its ability to perform the RFP requirements. Thus, we do not find that the agency unreasonably evaluated FS Federal’s proposal. Accordingly, we deny the protest allegation.

PWS Section 5.5, Communication Product Development

PWS section 5.5 requires the selected offeror to develop and produce a variety of custom communication media products. RFP, amend. 4 at 41. As relevant here, PWS section 5.5.4 outlines the content, capabilities, length, and publishing frequency for communication playbooks. *Id.* Additionally, PWS section 5.5.5 explains the content and requirements for the Army 101 Brief.³ *Id.* Finally, PWS section 5.5.6 details the selected offeror’s website management and communication obligations regarding the Army Public Affairs Portal. *Id.* at 42.

As noted above, the RFP instructed offerors to detail how they would meet the PWS requirements, rather than simply rephrase or restate the requirements. See RFP, amend. 4 at 6. Specific to PWS section 5.5, the Army indicated that it would evaluate the offeror’s “ability to demonstrate [its] understanding to develop and produce the communication products, specifically in support of communication strategies and plans IAW PWS 5.5.” *Id.* at 11.

In addressing the requirements of PWS sections 5.5.4-5.5.6, FS Federal’s proposal discusses the firm’s web design capabilities, use of analytics, quality assurance tactics, and promise to make materials accessible. AR, Tab 4c, FS Federal–Technical Proposal at 13-16.

The Army evaluated FS Federal’s proposal as lacking the requisite high degree of understanding for tasks specific to PWS section 5.5. POM/PNM at 15. In reaching this conclusion, the Army identified three PWS tasks that FS Federal’s proposal failed to address. First, the Army concluded that FS Federal failed to explain how it would develop communication playbooks as required by 5.5.4. AR, Tab 5b, Source Selection Evaluation Board (SSEB) Report at 21. Second, the Army concluded that FS Federal failed to explain how it would support the Army 101 Brief requirement. *Id.* Third, the Army concluded that the protester did not explain how it would manage the Army Public Affairs Portal. *Id.* In sum, the Army concluded that FS Federal did not provide adequate evidence and details of the firm’s “knowledge, experience, capabilities and

³ The Army 101 Brief is intended for external audiences to share the Army’s role, Title 10 responsibilities, priorities, and leadership personnel. RFP, amend. 4 at 41.

personnel, specifically to support the proposal technical approach with respect to development and production of communication products IAW PWS 5.5.” Consolidated POM/PNM at 14-15.

FS Federal argues that all three of the evaluation findings are unreasonable. See Protest at 5-6. As discussed below, we have no basis to object to the Army’s evaluation regarding the communication playbooks, the Army 101 Brief, or the Army Public Affairs Portal. As explained, the RFP required offerors to articulate precisely how they would fulfill the duties outlined in the PWS, and our review confirms the agency’s position that FS Federal did not explain how it would fulfill the obligations associated with PWS section 5.5.4, 5.5.5, or 5.5.6. RFP, amend. 4 at 6.

As mentioned, PWS section 5.5.4 requires the selected offeror to develop communications playbooks, which include four quarterly editions and up to eight special editions for special events. RFP, amend. 4 at 41. The Army determined that FS Federal’s language on the playbooks simply acknowledged that the firm would produce them without providing details about how it would produce the playbooks or how its experience would support the requirements. COS at 11. In challenging the reasonableness of the agency’s evaluation, FS Federal points to subsection 5.3.14 of its proposal, which simply obligated the firm to produce the playbooks. Protest at 5; AR, Tab 4c, FS Federal—Technical Proposal at 10 (“[W]e will produce quarterly Communication Playbooks, with up to eight special editions annually, to guide strategic communication initiatives”). Yet, as the Army notes, the RFP explicitly provided that “statements that the “offeror understands,” “can,” or “will” comply with the PWS will be considered unacceptable.” MOL at 22. We agree with the Army that FS Federal’s proposal includes a general commitment to producing playbooks but fails to explain how the playbooks would be developed and produced. See *Superior Landscaping Co., Inc.*, *supra* at 6-7 (explaining that when drafting a proposal, it is necessary for the offeror to include sufficient detail to demonstrate its ability to perform the RFP requirements). 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”).

Moreover, to the extent FS Federal relies on language from section 5.3 of its proposal, rather than section 5.5, we note that agencies are not obligated to go searching for mislabeled information that may provide additional detail to an offeror’s claim. *Zantech IT Servs.*, *supra* at 8 (“[I]t is not at all clear that the agency was required to go on a scavenger hunt throughout the rest of the proposal to find information.”). Yet, even if the Army should have considered this language, it lacks concrete details explaining how the firm would satisfy PWS section 5.5.4 requirements, further supporting the reasonableness of the Army’s evaluation.

Likewise, FS Federal’s proposal shows that it lacked details about its approach to performing PWS section 5.5.5. This section required the selected offeror to biannually update the Army 101 Brief, as well as develop formats for the briefs. RFP, amend. 4 at 41. The Army concluded that FS Federal’s proposal did not mention the specific task of

creating the Army 101 Brief at all. COS at 12. FS Federal, however, claims that its general commitment to develop written communication materials encompassed the deliverables associated with the Army 101 Brief. Protest at 5; AR, Tab 4c, FS Federal–Technical Proposal at 13, 15 (explaining that the firm will produce “high-quality communication products to support the Army’s strategic communication objectives” and “clear and engaging written materials such as reports, newsletters, and press releases”). The Army counters that this language does not explain how FS Federal will produce the Army 101 Brief. MOL at 24. After reviewing the record, we agree with the Army. The proposal only generally states that it will produce reports but does not connect this obligation to the specific requirement of producing the Army 101 Brief or detail how FS Federal will develop the formats and produce the briefs. See *Superior Landscaping Co., Inc.*, *supra* at 6-7; Cf. *SOC LLC*, *supra* at 5. Indeed, the record confirms that the protester failed to address this requirement. Thus, we have no basis to question the Army’s evaluation.

Turning to PWS section 5.5.6, the record reflects that the agency reasonably concluded that FS Federal’s proposal lacked details demonstrating how it would manage the Army Public Affairs website to share information with internal stakeholders. RFP, amend 4. at 42. The Army found that FS Federal did not directly address the website management requirements for the Army Public Affairs Portal, providing generic language on website tools instead. COS at 13. Moreover, the Army claims that the firm’s generic language was so disorganized as to violate the solicitation’s instructions requiring the technical proposal to be “prepared in a form consistent with the [PWS].” *Id.*; RFP, amend. 4 at 6. FS Federal claims that the proposal’s language included a specific mention of website content management, which satisfied the requirements for the Army Public Affairs Portal. Protest at 5-6; Comments at 3; AR, Tab 4c, FS Federal–Technical Proposal at 15 (explaining that “FS Federal will design and deliver web-based and social media content that effectively communicates key messages”). While this language mentions website management tools, the Army contends that it lacks the required specificity and methodological descriptions to link these website tools to the successful completion of PWS section 5.5.6 requirements. MOL at 26. We agree with the Army. Again, FS Federal’s proposal relies on the use of a “will” statement without providing supporting information that details how the firm will utilize management practices to fulfill the above requirement. See *Superior Landscaping Co., Inc.*, *supra* at 6-7; Cf. *SOC LLC*, *supra* at 5.

Further, FS Federal’s claim that the language from section 5.2.4 of the proposal demonstrated the firm’s capabilities in digital content development and portal administration is not persuasive. Protest at 6 (“[W]e will leverage Microsoft 365 and SharePoint to ensure compatibility with existing systems. Our approach requires no backend coding for SharePoint portal management, enabling a seamless and user-friendly experience for all stakeholders.”). As the Army argues, this general language does not provide detail about the PWS sections 5.5.4-5.5.6 requirements and does not

clearly explain how FS Federal would leverage these tools to support these PWS requirements. MOL at 27.⁴ Accordingly, we deny the protest allegation.

PWS Section 5.8, Exhibit Management

PWS section 5.8 requires the selected offeror to provide support, management, upgrades, and maintenance for Pentagon exhibits. RFP, amend. 4 at 45-47. The exhibits showcase Army messaging, pride, and stories. *Id.* at 45. As relevant here, section 5.8.2.3 requires the selected offeror to produce five design recommendations for exhibits, which are typically updated every three to five years. *Id.* at 46.

As explained above, the RFP generally required offerors to provide convincing rationale showing how they would meet the Army's requirements rather than simply rephrasing or restating the requirements. See RFP, amend. 4 at 6. Offerors were also told that “[s]tatements that the offeror understands, can, or will comply with the PWS . . . will be considered unacceptable.” *Id.* at 6. Specific to PWS section 5.8, the Army indicated that it would evaluate the offeror's “ability to demonstrate their understanding to manage the exhibits, and to manage the requested updates to the existing exhibits IAW PWS 5.8.” *Id.* at 11.

FS Federal's proposal contains a section explaining the firm's approach to exhibit management. AR, Tab 4c, FS Federal—Technical Proposal at 20-21. The proposal discusses FS Federal's knowledge and experience in the area, as well as its capabilities and personnel. *Id.* at 20.

When evaluating FS Federal's proposal, the Army determined that it did not clearly detail the protester's capabilities to perform the requirements in PWS section 5.8.2.3. AR, Tab 5b, SSEB Report at 22. The Army explained that FS Federal's proposal acknowledged that exhibits required updates but lacked specific information about updates, making the offeror's level of understanding unclear. COS at 15. Further, the Army explains that “[t]his lack of methodological explanation, combined with the reliance on 'will comply' statements, renders FS Federal's claims unconvincing, ultimately contributing to its unacceptable technical rating.” *Id.*

The protester argues that the Army unreasonably evaluated its proposal because it contained language on exhibit maintenance and updates, and thus addressed the PWS section 5.8.2.3 requirements. Protest at 6. However, the Army responds that FS Federal's proposal failed to demonstrate a full understanding of the PWS requirement because it lacked sufficient detail for the Army to evaluate its competence. MOL at 28.

⁴ The Army also had no obligation to search for and consider this language as it was not included in proposal section 1.4 Communication Product Development, which directly cited PWS section 5.5. AR, Tab 4c, FS Federal—Technical Proposal at 13; *Zantech IT Servs., supra* at 8.

We have no basis to object to the Army's evaluation. FS Federal's proposal confirms the Army's view that FS Federal stated that it would provide exhibit upgrades and maintenance but did not provide sufficient detail to support this "will" statement to demonstrate how it would meet the PWS section 5.8.2.3 requirements. AR, Tab 4c, FS Federal-Technical Proposal at 21.

PWS section 5.8.2.3 requires the selected offeror to provide support, management, upgrades, and maintenance for Pentagon exhibits, which includes submitting up to five design recommendations, recycling existing materials into new exhibits, and staying within budget. RFP, amend. 4 at 46. While FS Federal's proposal explains that it will provide regular maintenance and updates, it does not identify how it will provide the required design recommendations, incorporate existing materials, and operate within budgetary constraints. See AR, Tab 4c, FS Federal-Technical Proposal at 21 (only explaining that FS Federal "will provide regular maintenance and updates to existing exhibits, incorporating the latest information and design enhancements to keep content current and relevant"). We have no basis to question the reasonableness of the Army's conclusion that FS Federal's proposal lacked the requisite clarity and supporting information to articulate how it would carry out the instant requirement. Thus, we deny the allegation that FS Federal's proposal was unreasonably evaluated. See *Superior Landscaping Co., Inc., supra*.

The protest is denied.

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