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Decision

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Matter of: Hurricane Consulting, Inc.

File: B-423839; B-423839.3; B-423839.4; B-423839.5

Date: January 2, 2026

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DIGEST

1. Protest challenging agency's evaluation of protester's proposal as unacceptable is denied where the agency reasonably assessed a deficiency to the protester's proposed key personnel for failing to satisfy the solicitation's minimum requirements.
2. Protester is not an interested party to challenge agency's past performance evaluation where the agency reasonably assessed a deficiency under the organizational management factor, rendering the proposal unacceptable and unawardable.

DECISION

Hurricane Consulting, Inc. (HCI), a service-disabled veteran-owned small business of Tampa, Florida, protests the elimination of its proposal from the competition under request for proposals (RFP) No. 36C79125R0001, issued by the Department of Veterans Affairs, for warehouse logistics support services. The protester argues that the agency's evaluation of HCI's technical proposal was unreasonable and tainted by various procurement improprieties.

We deny the protest.

BACKGROUND

On April 2, 2025, the agency issued the solicitation pursuant to Federal Acquisition Regulation (FAR) part 15, as a set-aside for service-disabled veteran-owned small

businesses. Contracting Officer's Statement (COS) at 3; Agency Report (AR), Tab 5, Amended RFP at 1.¹ The RFP included a detailed performance work statement (PWS) describing a broad range of facility support and material handling responsibilities to support the agency's three service distribution warehouse locations: two Denver logistics service centers in Golden, Colorado, and Lakewood, Colorado; and one service distribution center (SDC) in Hines, Illinois. See RFP at 6-41. The solicitation contemplated the award of up to two fixed-price with economic price adjustment, indefinite-delivery, indefinite-quantity contracts for a 1-month phase-in period, an 11-month base period, four 1-year option periods, and a 6-month option to extend services. *Id.* at 11-12, 109.

The solicitation provided for evaluations in three phases. In phase 1, proposals would be screened for completeness and evaluated under the two non-price factors: (1) past performance; and (2) organizational management. *Id.* at 108-109. The organizational management factor encompassed three subfactors of equal importance: (1) program management plan; (2) staffing plan; and (3) quality control plan. *Id.* at 110. Only offerors whose proposals receive ratings of acceptable or better for both factors would proceed to phase 2 for price evaluation. *Id.* at 109. As relevant here, the solicitation advised that a rating of unacceptable for any factor or subfactor would render the entire proposal technically unacceptable, removing it from further consideration for award. *Id.* at 109, 111. In phase 3, the agency would conduct a best-value tradeoff considering price and non-price factors, where non-price factors, when combined, would be more important than price. *Id.* at 110, 111.

To demonstrate past performance, offerors were instructed to provide a comprehensive written narrative describing up to 10 examples of experience on current or previous contracts over the past five years that are relevant to the solicited work in terms of complexity, size, type, and scope as described in the PWS. *Id.* at 103. The solicitation provided that offerors would be evaluated to determine the "extent to which [their] recent and relevant past performance demonstrates the likelihood of successful performance in providing requirements similar in size and complexity to th[e] solicitation," and "reflects performance which is satisfactory or better." *Id.* at 111.

Under the organizational management factor, offerors were to provide a written approach describing "the organizational management practices and controls in the supply chain logistical warehouse industry focusing on the [listed] subfactors." *Id.* at 104. For the staffing plan subfactor, offerors were to submit resumes for key personnel describing experience and qualifications that meet section B.2.5 of the PWS. *Id.* at 106. The solicitation provided that key personnel qualifications would be evaluated under the staffing plan subfactor "for relevance to the quality, depth and experience as it relates to [the] PWS." *Id.* at 113. The solicitation also advised that proposed key personnel "must also meet or exceed the education, professional

¹ The solicitation was amended once. COS at 3. Unless otherwise noted, citations to the RFP are to the amended solicitation provided at tab 5 of the agency report.

registrations and certifications for the positions defined in [PWS section] B.2.6 and detailed in Attachment 1 - Position Description for Material Handling." *Id.* Section B.2.6 of the PWS, in turn, listed, as required key personnel, two program managers (one for each of Colorado and Illinois locations) and at least four on-site shift supervisors (two for each of Colorado and Illinois locations), and set out minimum requirements for each key position. *Id.* at 12, 23-24. As relevant here, the PWS required that shift supervisors "shall have a minimum two years' experience with five years preferred in supervising warehouse logistical operations." *Id.*

The agency received Hurricane's proposal by the May 9 deadline. After conducting evaluations, the agency rated Hurricane's proposal unacceptable under both the past performance and organizational management factors.² See AR, Tab 9, Past Performance Evaluation at 1; AR, Tab 14, Organizational Management Evaluation at 1. Under the past performance factor, the agency concluded, based on a review of Hurricane's recent and relevant performance record, that it had "no confidence that [Hurricane] can perform if they are awarded this contract." AR, Tab 9, Past Performance Evaluation at 9. Under the organizational management factor, the agency identified two deficiencies in Hurricane's proposed key personnel, which rendered Hurricane's proposal unacceptable under that factor and unawardable overall. AR, Tab 14, Organizational Management Evaluation at 1, 8.

On July 24, the agency notified Hurricane that its proposal was eliminated from the competition. AR, Tab 15, Notice of Exclusion at 1. After the agency provided a preaward debriefing to Hurricane, this protest followed.

DISCUSSION

Hurricane challenges the evaluation of its proposal under the past performance and organizational management factors. As discussed below, we find no basis to sustain the protester's allegations.³

² The agency used the ratings of substantial confidence, satisfactory confidence, limited confidence, unacceptable, and unknown confidence (neutral) in its evaluation of past performance. AR, Tab 9, Past Performance Evaluation at 1. For the organizational management factor, the agency used the ratings of outstanding, good, acceptable, and unacceptable. AR, Tab 14, Organizational Management Evaluation at 1. As relevant here, the rating of unacceptable for the two non-price factors was defined as follows: "Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable." *Id.*; see RFP at 110.

³ In its protest submissions, Hurricane raises collateral arguments in addition to those specifically discussed below. While we do not specifically address all of the protester's allegations, we have considered them all and find that none provides a basis to sustain the protest. For example, we find that the protester's allegations of disparate treatment, see e.g., 2nd Supp. Protest at 9-10; Supp. Comments at 20-21, are factually and legally insufficient where the protester does not provide any evidence to support its assertion

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Evaluation of Protester's Key Personnel

The protester contends that the agency unreasonably evaluated Hurricane's proposal as unacceptable under the organizational management factor. Protest at 27-28; Comments at 7-9. Specifically, the protester challenges two deficiencies and one weakness assessed for Hurricane's proposed key personnel, arguing that its proposed personnel met the solicitation's requirements.⁴ *Id.* In this regard, the protester argues the agency improperly focused on job titles and specific wording in finding that Hurricane's proposed shift supervisors lacked supervisory experience when the submitted resumes demonstrated a sufficient work history with relevant supervisory duties and responsibilities. *Id.* The protester also asserts that the agency erred in concluding that this lack of supervisory experience warranted the assessment of deficiencies and an overall rating of acceptable. *Id.*

The agency responds that it reasonably evaluated Hurricane's proposed key personnel and assigned deficiencies for two proposed shift supervisors whose resumes did not demonstrate the required minimum experience. Memorandum of Law (MOL) at 23-29. In this regard, the agency asserts that the evaluators considered the experience as set out in the submitted resumes of Hurricane's proposed shift supervisors and reasonably concluded that they did not include the required two years of experience in supervising warehouse logistical operations. *Id.* The agency also contends that it properly assessed deficiencies for the proposed supervisors' failure to meet minimum solicitation requirements and, in conformance with the solicitation, determined that the proposal was unacceptable and unawardable. *Id.*

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor will we substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *DynCorp Int'l, LLC*, B-419100, B-419100.2, Dec. 16, 2020, 2021 CPD ¶ 7 at 7. Rather, we will review the record to

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that the agency applied a higher standard of scrutiny compared to unnamed "other offerors." See 4 C.F.R. § 21.1(c)(4) and (f); *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4 (stating our requirement that a protest include a detailed statement of the legal and factual grounds for the protest, which contemplates that protesters will "provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action").

⁴ We do not specifically address the protester's challenge to a weakness assessed for the protester's proposed program manager, see Protest at 26-27, because we conclude, as discussed below, that the reasonably assessed deficiencies under the organizational management factor rendered the protester's proposal unacceptable and unawardable.

determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, 2019 CPD ¶ 75 at 8.

As noted above, the solicitation required offerors to propose at least four shift supervisors as key personnel and to submit resumes that "reflect the . . . minimum required qualifications or certifications" as specified in the PWS. RFP at 23-24. For these personnel, the solicitation required "a minimum two years' experience with five years preferred in supervising warehouse logistical operations." *Id.* at 24.

In evaluating the protester's key personnel, the agency found that two of the four proposed shift supervisors did not meet the minimum required experience. In this regard, the evaluators found that the "submitted resumes for the [shift supervisors] (Hines location) failed to provide supporting work history meeting the 2-year minimum of supervisory experience." AR, Tab 14, Organizational Management Evaluation at 7. Specifically, the evaluators found that one resume for the proposed shift supervisor at SDC "only show[ed] 11 months Supervisory experience," while another SDC supervisor resume "show[ed] no Supervisory experience in warehouse logistical operations." Based on these findings, the evaluators assessed two deficiencies in Hurricane's proposal under the staffing plan subfactor and concluded that the proposal "meets the definition of Unacceptable and is not awardable." *Id.* at 8.

It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Innovative Pathways, LLC*, B-416100.2, June 13, 2018, 2018 CPD ¶ 212 at 5. An offeror is responsible for affirmatively demonstrating the merits of its proposal and, as here, risks the rejection of its proposal if it fails to do so. *Id.*

Based on our review of the record, we find the agency's evaluation to be reasonable. Specifically, we find no basis for the protester's argument that the agency unreasonably focused on the term "supervisor" in the resumes without comparing the descriptions in the resumes to the solicitation's position descriptions. Protest at 27-28; Comments at 7-8. In this regard, the record does not support the protester's argument that the shift supervisors' resumes demonstrated additional supervisory experiences despite position titles or descriptions that did not include the term "supervisor" or "supervisory." Protest at 27-28.

For example, the resume for the first proposed SDC shift supervisor (candidate A) shows that her ongoing role as a warehouse supervisor under the incumbent contract started in June 2024, for a total of 11 months of experience as of the time proposals were submitted in May 2025. AR, Tab 8, Hurricane Technical Proposal at 110. Moreover, contrary to the protester's assertions, the other experience listed in her

resume did not include any description of supervisory or managerial responsibilities. See *id.* at 110-111. While the resume did list five additional months as an assistant on-site representative, the responsibilities provided for that role were nonsupervisory (e.g., keeping schedules, assisting the change order process, and seeking opportunities for professional growth by attending conferences and training sessions). *Id.* at 110. Likewise, despite the protester's argument that candidate A's listed experience as a quality assurance specialist and a shipping and receiving clerk were positions that required "operational oversight, training team members, and enforcing compliance with handling standards," and thus demonstrated "supervisory warehouse-logistics duties," see Protest at 28, the submitted resume did not contain such information. See AR, Tab 8, Hurricane Technical Proposal at 110-111. Instead, the responsibilities listed under those positions included developing test plans, streamlining document processes, analyzing data, maintaining inventory, and implementing warehouse quality standards. *Id.* The agency thus reasonably concluded that the resume included "no demonstration that these positions entailed any supervisory functions." COS at 18. Given that the resume included information demonstrating only 11 months of the required 2 years of supervisory experience, we find no basis to object to the agency's assessment of a deficiency for Hurricane's proposed candidate.

Moreover, we find that the resume for the second SDC shift supervisor (candidate B) was similarly lacking. Candidate B's resume listed two items under professional experience: warehouse operations coordinator from 2021 to 2024; and leasing sales manager from 2017 to 2021. See AR, Tab 8, Hurricane Technical Proposal at 112-113. For the warehouse operations coordinator experience, the resume provided that the candidate resolved shipping issues, oversaw outgoing shipments, communicated with customers, and "[w]orked closely with inventory team." *Id.* at 112. On this record, we reject the protester's argument that these responsibilities demonstrate "quintessential supervisory functions [of] directing workflows, resolving operational problems, and overseeing staff-level activities" despite the lack of a "supervisor" title. Protest at 27-28. As the agency correctly notes, neither the position title of a "coordinator" nor the position's responsibilities listed in the resume provided "sufficient information . . . demonstrating the authority and knowledge typically associated with a supervisor." COS at 15. On this record, we find that the agency reasonably concluded that this candidate's resume "show[ed] no Supervisory experience in warehouse logistical operations."⁵ AR, Tab 14, Organizational Management Evaluation at 7.

As noted above, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the

⁵ While the protester also argues that candidate B worked as a "Uniform Program Supervisor at Cintas" from 2013 to 2017, Protest at 28, the agency correctly points out that the version of candidate B's resume provided in Hurricane's proposal, which was different from the version submitted with the protest, did not include any reference to this experience. COS at 15-16; compare AR, Tab 8, Hurricane Technical Proposal at 112-113, with Protest, exh.15, Candidate B Resume.

solicitation requirements. *A-P-T Research, Inc.*, B-419459, Mar. 12, 2021, 2021 CPD ¶ 151 at 8. Here, the protester has not demonstrated that the proposed shift supervisors' experience satisfies the solicitation's clearly stated requirement for "a minimum two years' experience . . . in supervising warehouse logistical operations." RFP at 24. Thus, we find no basis to object to the agency's assessment of two deficiencies for those two proposed shift supervisors. To the extent the protester disagrees with the agency's evaluative judgment, such disagreement, without more, is insufficient to establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, *supra*.

The protester also complains that the contemporaneous evaluation record does not demonstrate that the evaluators, in evaluating the protester's key personnel resumes, compared the descriptions in the resume to the solicitation's position descriptions. Comments at 8. In this regard, the protester discounts the contracting officer's statements as impermissible *post-hoc* rationalizations that should be given little weight. *Id.* Our Office has explained that while we generally accord greater weight to contemporaneous evidence, we will consider post-protest explanations that provide a rationale for contemporaneous conclusions, so long as those explanations are credible and consistent with the contemporaneous record. See *BAE Sys. San Diego Ship Repair, Inc.*, B-423271, Apr. 14, 2025, 2025 CPD ¶ 97 at 12 n.6; *Wackenhut Servs., Inc.*, B-286037, B-286037.2, Nov. 14, 2000, 2001 CPD ¶ 114 at 4-5. Here, the contracting officer's post-protest explanations detailing the agency's evaluation considerations are credible and consistent with the evaluators' contemporaneous conclusion that two of the protester's proposed shift supervisors failed to meet the solicitation's minimum experience requirement for the position.⁶

Finally, we also reject the protester's argument that, even if the resumes at issue did not reflect the full 2 years of supervisory experience, such a shortfall alone should not warrant deficiencies or an overall rating of unacceptable under the organizational management factor. Protest at 28; Comments at 8-9. In support of this argument, the protester refers to the FAR definition of a deficiency and contends that any failure of Hurricane's shift supervisor resumes to describe a full two years of supervisory experience was not sufficiently material as to warrant a deficiency or an elimination from competition.⁷ Comments at 8. In this regard, the protester argues that the agency

⁶ The protester also asserts that the assessed deficiencies should be discounted because "a majority of the SSEB reviewers did not determine the affected [shift supervisor] candidates resumes to be either deficiencies and/or weaknesses." Comments at 8. However, we find no basis in the record for the protester's assertion. The record shows, instead, that the agency's documentation of its evaluation under the organizational management factor consisted of a consensus evaluation report documenting the consensus of the six members of the technical evaluation team. See AR, Tab 14, Organizational Management Evaluation at 8.

⁷ FAR section 15.001 defines a deficiency as "a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that (continued...)

failed to “substantiat[e] . . . how the affected candidates[’] resumes even presented a ‘material’ risk” and that any finding of risk should have resulted in a weakness at worst--rather than a deficiency--considering that candidate B was currently performing in the position under the incumbent contract. *Id.*

Clearly stated solicitation requirements are considered material to the needs of the government, and a proposal that fails to conform to material terms is unacceptable and may not form the basis for award. *Innovative Pathways, LLC, supra*. Our Office has explained that, when a solicitation states that the qualifications of key personnel will be evaluated, and a proposal fails to demonstrate that key personnel hold qualifications that the solicitation requires them to possess, the proposal may be evaluated as unacceptable. *ARServices, Limited*, B-417561, B-417561.2, Aug. 19, 2019, 2019 CPD ¶ 297 at 6-7.

Here, the agency informed offerors that each shift supervisor proposed “shall have a minimum two years’ experience with five years preferred in supervising warehouse logistical operations.” RFP at 24. The solicitation defined an unacceptable rating for the technical factors as a proposal that “does not meet requirements and contain[s] one or more deficiencies” and further stated that such a proposal would not be awardable. *Id.* at 110. Offerors were also advised that proposed key personnel qualifications would be evaluated under the staffing plan subfactor of the organizational management factor, and that a rating of unacceptable “for any of [the] subfactors renders the entire proposal technically unacceptable and thus removed from further consideration for award.” *Id.* at 111.

The protester’s proposal failed to meet the solicitation’s requirements for key personnel as it relates to the shift supervisor position. Therefore, we find that the agency reasonably assessed two deficiencies for this failure to meet the stated minimum experience requirements and properly assigned a rating of unacceptable under both the staffing plan subfactor and the overall organizational management factor.

Remaining Allegations

As noted above, the protester also challenges the agency’s past performance evaluation. In this regard, the protester raises a myriad number of arguments objecting to the agency’s assessment of Hurricane’s past performance as unreasonable, contrary to the solicitation, contrary to the past performance record, and tainted by bias and bad faith. See Protest at 20-26; Comments at 3-6; Supp. Protest at 2-4; 2nd Supp. Protest at 4-15; Supp. Comments at 7-19; 3rd Supp. Protest at 9-16; 2nd Supp. Comments

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increases the risk of unsuccessful contract performance to an unacceptable level.” As discussed below, because we find that the agency reasonably determined that Hurricane’s proposal failed to meet material requirements, we find that the agency reasonably assessed the key personnel deficiencies at issue.

at 4-13. Given our conclusion that the agency reasonably assigned deficiencies to the protester's proposal under the organizational management factor, we find that the protester is not an interested party to raise its remaining challenges to the agency's past performance evaluation.

Under our Bid Protest Regulations, only interested parties may protest an award decision. 4 C.F.R. § 21.1(a). A protester is an interested party if it is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. 4 C.F.R. § 21.0(a)(1); *L3Harris Technologies Integrated Systems L.P.*, B-422943, B-422943.2, Dec. 23, 2024, 2025 CPD ¶ 12 at 21. A protester is not an interested party where it would not be in line for an award if we were to sustain its protest. *Id.*

Here, as discussed above, the agency reasonably assessed two deficiencies in the protester's proposal under the staffing plan subfactor for two proposed key personnel whose resumes failed to demonstrate compliance with the minimum experience requirement.⁸ Consistent with the terms of the solicitation, the agency determined that Hurricane's proposal was unacceptable and not awardable. See RFP at 109-111; AR, Tab 14, Organizational Management Evaluation at 8. Because the protester's proposal was reasonably found to be unacceptable and ineligible for award, Hurricane would not be in line for award even if we were to sustain the remaining protest allegations, consistent with the well-established principle that a technically unacceptable proposal cannot be considered for award. See *Sikorsky Aircraft Corp.*, B-421359, B-421359.2,

⁸ To the extent the protester alleges that the key personnel evaluation was also tainted by bias and bad faith, we dismiss the allegation for failure to state sufficient legal and factual grounds for the protest. 4 C.F.R. § 21.1(c)(4) and (f); *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4 (explaining that protesters are required to "provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action"). For example, the protester asserts that the evaluators "did not identify the staffing deficiencies" claimed by the contracting officer, and that such a "[u]nilateral rejection of evaluator consensus is a recognized indicator of improper motive." 2nd Supp. Protest at 10. As noted above, however, the deficiencies in the protester's proposed key personnel were identified in the consensus evaluation report documenting the consensus of the six members of the technical evaluation team. See AR, Tab 14, Organizational Management Evaluation at 8.

Moreover, government officials are presumed to act in good faith, and a protester's contention that procurement officials are motivated by bias or bad faith must be supported by convincing proof. *Career Innovations, LLC*, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. Our Office will not consider allegations that are based on mere inference, supposition, or unsupported speculation. *Id.* The protest here thus fails to state a sufficient legal and factual basis of protest, and we dismiss any such allegation. *Id.*

Apr. 6, 2023, 2023 CPD ¶ 87 at 38, *citing Strategi Consulting LLC; Signature Consulting Grp., LLC*, B-416867, B-416867.4, Dec. 21, 2018, 2019 CPD ¶ 10 at 14. Accordingly, we dismiss Hurricane's remaining challenges to the agency's evaluation.

The protest is denied.

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General Counsel