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Decision

Matter of: Regency Technologies

File: B-423992; B-423992.2

Date: February 9, 2026

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H. Todd Whay, Esq., and Ian Cronogue, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for Gem Southwest LLC, d/b/a Gem Lifecycle Solutions, the intervenor.
Kristin M. Carlesso, Esq., and Robin E. Walters, Esq., Defense Logistics Agency, for the agency.
Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency should have found the awardee technically unacceptable in various respects is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that the awardee's proposal was ineligible for award due to key personnel unavailability is denied where the record does not show that the awardee had actual knowledge that the proposed personnel had become unavailable.
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DECISION

Regency Partners, LLC, doing business as d/b/a Regency Technologies, of Stow, Ohio, protests the award of a sales contract to Gem Southwest LLC, d/b/a Gem Lifecycle Solutions, of Dallas, Texas, under solicitation No. 33-4012, issued by the Defense Logistics Agency (DLA), Disposition Services, for the sale of electronic scrap property. Regency argues that the agency should have found the awardee's technical proposal to be unacceptable for failing to adequately address or comply with various solicitation requirements. Regency also contends that the awardee's proposal was ineligible for award because two of the proposed key compliance personnel become unavailable.

We deny the protest.

BACKGROUND

On September 27, 2024, DLA issued a request for technical proposals (RFTP) as the first step in a two-step solicitation process, seeking a purchaser to acquire its electronic scrap property, perform required demilitarization (DEMIL) and mutilation processes for that scrap property, and remove and transport the electronic scrap. Agency Report (AR), Tab 1, RFTP at 4, 8; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 5.¹ In the second step of the solicitation process, on March 26, 2025, the agency issued an invitation for bids (IFB) to those offerors² that submitted technically acceptable proposals in response to the RFTP. RFTP at 1; see AR, Tab 11, IFB; AR, Tab 12, Gem and Regency Bid Invite.

The solicitation contemplated the award of a firm-fixed-price sales contract for a 60-month base period of performance, with the scrap property to be sold by the agency on a per-pound basis. RFTP at 4; IFB at 20. The IFB specified three different property streams, or types of electronic scrap property: DEMIL-required property, mutilation-required property, and electronic scrap.³ IFB at 7. The IFB guaranteed that the agency would issue the purchaser "a minimum of 60,000,000 [pounds] of property" within the 60-month base period and a maximum of 320,000,000 pounds, with potential quantity options. *Id.* at 20-21, 30.

In the first step of the solicitation process, offerors were directed to submit technical proposals, which would be rated on an acceptable or unacceptable basis. The agency would evaluate proposals based on two considerations: (1) the degree to which the firm's claims of performance capacity are supported and, (2) the ability of the firm to perform in accordance with the requirements of the draft invitation for bid. RFTP at 5.

¹ The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

² The documents produced in the agency report refer to the firms competing for the award of this sales contract as both offerors and bidders, given the two-step nature of the solicitation process. For the sake of clarity, we will use the term "offerors" throughout this decision and, except where necessary, refer to the RFTP and IFB as one solicitation.

³ DEMIL-required property "refers to property that is subject to demilitarization requirements," where demilitarization is defined as "the process of rendering military items or equipment that are no longer needed or are being disposed of incapable of being used for military purposes." IFB at 7. Mutilation-required property "refers to items that, due to their nature or sensitivity, must be physically altered or destroyed to prevent them from being used for their original purpose." *Id.* The IFB defined electronic scrap as "[o]bsolete or excess commercial-grade electronics" and "basic off-the-shelf items not modified by the Department of Defense [that] are typically rendered to scrap." *Id.*

The RFTP required each firm to pay attention to three factors⁴ in preparing a technical proposal, and to provide “sufficient detail in the proposal to demonstrate its complete understanding of the scope of the work involved.” *Id.*

The RFTP required offerors’ technical proposals to include a title page, an executive summary highlighting their approach, and an operational plan. *Id.* As relevant here, the RFTP advised that offerors’ operational plans would be evaluated based on their written responses to 19 questions, or technical areas. *Id.* at 8-13. For example, the RFTP stated that offerors were expected to handle approximately 2,000,000 pounds of scrap property per month and requested that offerors describe their “proficiency in demilitarizing/mutilating electronic scrap property.” *Id.* at 8. As relevant here, the RFTP also asked offerors to provide details regarding the “equipment that will be used for processing robust military electronic equipment,” as well as key personnel information. *Id.* at 8-9. Regarding personnel, the RFTP required offerors to provide the “names and business contact information of the Company Chief Executive Officer(s) and all other Key Persons required to successfully support the [solicitation] requirements,” as well as any similar work experience those proposed personnel had performed. *Id.* at 9.

Finally, the RFTP reserved the right for the agency to request “additional clarifying or supplementing information” from offerors with proposals that were not yet acceptable but could be made so with additional information. *Id.* at 4. The RFTP stated that the agency would identify the “nature of the deficiencies in the proposal, or the nature of the additional information required” from the offerors. *Id.*

In the second step of the solicitation process, the IFB provided for offerors to submit bids if they had technical proposals that the agency determined were acceptable in the first step. COS/MOL at 6. Offerors were to submit bids as a price “per unit of issue” for the two contract line item numbers (CLIN) provided in the IFB.⁵ IFB at 24. That price would then be multiplied by the amount, in pounds, of electronic scrap property to calculate the “extended bid amount” for each CLIN. *Id.* The IFB specified that the

⁴ The three factors were not rated separately from the evaluation considerations identified above. For the first factor, the RFTP required that technical proposals “be sufficiently detailed, specific and complete” to enable the agency to thoroughly evaluate proposals and make “a sound determination that the Firm will have a reasonable likelihood of meeting the requirements and objectives of the Government.” RFTP at 5. For the second factor, the RFTP cautioned offerors that “[g]eneral statements such as ‘standard procedures will be used,’ or ‘well-known techniques will be utilized’” would not constitute compliance with the requirements for technical proposals. *Id.* Finally, the third factor required offerors to submit a technical proposal that responded to 19 technical questions, or technical areas, listed in the “operational plan” section of the RFTP. *Id.*

⁵ The first CLIN combined DEMIL and mutilation-required property under a single code; the second consisted of the remaining property. IFB at 11.

bidder with the highest total amount bid, taking into account both CLINs, would be considered the “apparent high bidder.” *Id.*

The IFB advised that the agency would vet the apparent high bidder through a pre-award survey to determine whether the apparent high bidder could be found affirmatively responsible. IFB at 26. As part of the pre-award survey, the IFB required the apparent high bidder to complete certain documents and to “provide detailed information on every storage location the apparent high bidder intends to use.” *Id.* The IFB advised that the pre-award survey could be conducted at the apparent high bidder’s electronic scrap property storage facilities, or any other location that the agency deemed necessary, and that it could include, but was not limited to, “a review of the apparent high bidder’s facilities and equipment, financial capability or disclosure of the apparent high bidder’s financial condition, quality assurance, safety, environmental responsibility, and transportation.” *Id.* With respect to the number of facilities, the IFB allowed offerors to propose a “maximum of two facilities across the continental United States.” *Id.* at 8, 22. As relevant here, the IFB provided for an inspection of the “[p]urchaser’s facility(ies)” to ensure certain security measures were in place, including “[c]ertified truck and pallet scales on-site that produce printed weight tickets.” *Id.* at 18.

The IFB estimated timeframes for completion of certain activities and, in short, the IFB anticipated that the pre-award survey would be a detailed and extensive inspection and review process. *Id.* at 28. The IFB cautioned that if the agency at any point determined the apparent high bidder was not responsible, then the next highest bidder would be vetted through the same pre-award survey process, and so on, until the agency identified a responsive bidder that was determined to be responsible. *Id.* at 27.

The agency received nine timely proposals by the February 10, 2025, due date for the receipt of technical proposals in the first step of the solicitation process, including from Regency (the incumbent contractor) and Gem. COS/MOL at 14. In accordance with the terms of the RFTP, the contracting officer determined that clarifications were necessary to ensure adequate competition and consequently sent emails to six of the nine offerors, seeking clarifications. *Id.* at 15. As relevant here, the agency requested clarifications from Gem concerning its second processing facility, as the awardee had proposed two facilities but had not explained what it planned to process in the second facility or provided documentation for that facility. *Id.* In response, Gem clarified that it planned to process 80 percent of the electronic scrap property in its first facility in Dallas, Texas, with the remaining 20 percent processed in the second facility in Ontario, California. AR, Tab 7, Clarifying Responses at 2-3. Gem stated that the “productivity and capacity calculation” in its proposal was only based on the Dallas facility, and that with the California facility as support, Gem could “process more volume.” *Id.* Gem also provided the relevant permits and documentation for its California facility, upon request by the agency. *Id.* at 1.

The contracting officer met with other evaluators to review the offerors’ responses to the clarification requests; on March 24, they agreed that six proposals, including Gem’s and Regency’s proposals, were acceptable. AR, Tab 10, RFTP Evaluations at 1. Those six

offerors were invited to submit bids by April 2 in the second step of the solicitation process, and the agency received timely bids from five of the six offerors. AR, Tab 30, Award Memorandum at 2. The agency determined that Gem was the highest responsive bidder, with a total evaluated bid of \$152,124,000. COS/MOL at 16. Regency had the second highest bid at \$133,002,800. *Id.*

The agency notified Gem that it was the apparent highest bidder, requested the relevant certifications and documents, and proceeded with the pre-award survey. *Id.* at 17. The contracting officer scheduled visits of Gem's California and Texas facilities for the week of June 16. *Id.* at 18. As relevant here, the agency noted during the inspection process that Gem had a pallet scale, but not a truck scale, as required by the IFB. AR, Tab 30, Award Memorandum at 3. Upon discussion, Gem agreed to have both a pallet and a truck scale in place prior to the contract start date on December 1. *Id.* After completing the site visits, the agency determined that the "facility inspection validated [Gem's] capacity to successfully perform the contract." *Id.* at 4.

DLA determined that Gem was a responsible bidder and posted the notice of award to Gem on September 22. COS/MOL at 19. Regency requested a debriefing, which the agency provided on September 26. AR, Tab 34, Debriefing at 1. On November 13, this protest followed.⁶

DISCUSSION

The protester raises a variety of challenges to the agency's evaluation. The protester argues that the agency should have found Gem's proposal technically unacceptable in two respects: first, the protester argues that Gem failed to adequately address the RFTP's technical approach questions with respect to its California facility; and second, the protester asserts that Gem did not comply with the mandatory solicitation requirement to have certified truck scales installed in its facilities. Finally, the protester argues that because two of Gem's proposed key personnel became unavailable, the agency should have found its proposal to be ineligible for award. After reviewing the record, we find no basis to sustain the protest.⁷

⁶ From October 1 through November 12, our Office was closed due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations.

⁷ In its various protest submissions, Regency has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically address all of the protester's arguments, we have considered them and conclude that they do not provide a basis to sustain the protest. Regency also raised, but subsequently withdrew, its arguments asserting that Gem lacks the financial resources necessary to perform the contract and could not comply with the requirement to demonstrate financial capability. Protest at 13-19, 22-24; Comments and Supp. Protest at 4 n.4.

California Facility

First, the protester argues that DLA should have found Gem's technical proposal unacceptable in the first step of the two-step procurement process. Comments and Supp. Protest at 14. Regency contends that Gem's proposal did not respond to any of the 19 technical areas, or questions, that the RFTP required offerors to address in their technical proposals with respect to Gem's California facility. *Id.* The protester asserts that the awardee "did not provide any information at all about how [sensitive electronic scrap] materials would be stored, safeguarded, or processed at its California facility." *Id.* at 17. Regency points to the RFTP's requirement that proposals "be sufficiently detailed, specific and complete" to enable the agency to thoroughly evaluate proposals. RFTP at 5; Supp. Comments at 9. The protester argues that the agency failed to act in accordance with the RFTP's requirements by allowing Gem to cure the deficiencies in its unacceptable proposal in a later stage of the process, such as the facility inspection during the pre-award survey. Supp. Comments at 9.

The agency responds that it reasonably determined Gem's proposal was technically acceptable after clarifications. Supp. MOL at 4. DLA points to the language in the 19 technical areas that the RFTP required offerors to address, arguing that the RFTP requires each firm to describe its approach, abilities, and resources, not to respond to each question from the perspective of each proposed facility. *Id.* In an affidavit, the contracting officer states that he "read the RFTP requirements as requiring an assessment of 'the firm' of the offeror overall, rather than being two separate facility evaluations." Supp. MOL, Exh. 1, Affidavit at 1. The contracting officer notes that the pre-award process for the apparent highest bidder would include facility inspections "that would address facility specific concerns." *Id.* The agency asserts that, "within the approximately 100 pages of documentation Gem provided regarding its California facility" in response to the agency's request during clarifications, "there was more than sufficient information to find that, when that information was combined with the information in Gem's original proposal, it had a reasonable likelihood of successful performance and its proposal should be considered acceptable." Supp. MOL at 5.

Where a protester challenges an agency's evaluation of proposals, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. *Liquidity Servs., Inc.*, B-409718 *et al.*, July 23, 2014, 2014 CPD ¶ 221 at 12.

On this record, the protester has failed to show that the agency's decision to assign a rating of acceptable to the awardee's technical proposal was unreasonable. The RFTP required technical proposals to "be sufficiently detailed, specific and complete" as to enable the agency to make "a thorough evaluation of the proposal and a sound determination that the Firm will have a reasonable likelihood of meeting the requirements and objectives of the Government." RFTP at 5. The RFTP required offerors to submit operational plans that responded to 19 technical areas. *Id.* at 8-13. These questions were directed to the overall firm. For example, the RFTP asked

offerors to “provide details regarding your Firm’s equipment,” to “[d]escribe your Firm’s proficiency in demilitarizing/mutilating electronic scrap property,” and to “[d]escribe your Firm[’s] certification compliance.” *Id.* at 8, 13. In this regard, for an offeror proposing two facilities, like Gem, the plain language of the solicitation did not require the offeror to submit a response to each technical area from the perspective of each facility. It was not until the pre-award survey stage that the IFB specifically provided for “a review of the apparent high bidder’s facilities and equipment” and required the apparent high bidder “to provide detailed information on every storage location the apparent high bidder intends to use.” IFB at 26.

The record also shows that the agency required clarifications from Gem about its California facility prior to its proposal receiving a rating of acceptable, consistent with the terms of the RFTP. See AR, Tab 9, Proposal Evaluations at 67. As noted above, the RFTP reserved the right for the agency to request “additional clarifying or supplementing information” from offerors and further stated that the agency would identify the “nature of the deficiencies in the proposal, or the nature of the additional information required” from the offerors.⁸ RFTP at 4. DLA asked for further information and documentation regarding the California facility, which Gem provided. AR, Tab 7, Clarifying Responses at 1-4. Notably, the awardee stated that it planned to process the majority of electronic scrap property--80 percent--at its Texas facility, which Gem used as the basis for the productivity and capacity calculations in its technical proposal. *Id.* at 2-3. We find compelling the agency’s assertion that, with the “approximately 100 pages” of documentation Gem provided for its California facility--including a compliance plan--there was “more than sufficient information to find that, when that information was combined with the information in Gem’s original proposal, it had a reasonable likelihood of successful performance[,] and its proposal should be considered acceptable.” Supp. MOL at 5; see *also* AR, Tab 7, Clarifying Responses at 2-3.

Further, the record shows that the agency’s “facility inspection validated [Gem’s] capacity to successfully perform the contract.” AR, Tab 30, Award Memorandum at 4. The IFB provided for the inspection of the apparent high bidder’s facilities--and other related activities to ensure the apparent high bidder’s responsibility--during the second step of the solicitation process. See IFB at 26. The fact that the agency validated aspects of Gem’s California facility during that pre-award survey process, after it had assigned a rating of acceptable to Gem’s technical proposal in step one, does not render its evaluation of Gem’s proposal unreasonable. In other words, the protester has not shown that DLA’s decision to assign a rating of acceptable to Gem’s technical proposal was inconsistent with the stated evaluation criteria. The agency determined that it had sufficient information to confirm that Gem had “a reasonable likelihood of meeting the requirements and objectives of the Government,” in accordance with the

⁸ In addition to clarifications, the RFTP provided for discussions. RFTP at 4. However, the agency explains that this procurement is not subject to the provisions of Federal Acquisition Regulation part 15, and these are consequently not discussions or clarifications as typically understood. Supp. MOL at 11-12.

solicitation, and we do not find this judgment unreasonable. RFTP at 5. This protest ground is denied.

Truck Scales

Next, the protester argues that the awardee's proposal failed to meet certain security requirements and contends that the agency should have assigned a rating of unacceptable to Gem's technical proposal as a result. Protest at 25-26. Specifically, the protester points to the requirement that offerors' processing facilities have certified truck scales on-site. *Id.* at 25 (citing IFB at 18). Regency asserts that the awardee's technical proposal failed to mention truck scales and contends that this was information the RFTP required when it instructed offerors to provide details regarding their electronic scrap processing equipment. Comments and Supp. Protest at 19-20 (citing RFTP at 8). The protester argues that, in failing to address the truck scales requirement, the awardee failed to address a material solicitation requirement, and the agency should have eliminated the awardee's proposal in the first step of the solicitation process. *Id.* at 25; Supp. Comments at 17-18.

Alternatively, the protester argues that the agency should have eliminated the awardee from the competition during the second step of the solicitation process. Supp. Comments at 18. Regency points to the facility inspections that the agency conducted as part of the pre-award survey, once it had identified Gem as the apparent high bidder. *Id.* at 18-19. The protester argues that the awardee failed to meet the truck scales requirement at the time of facility inspection, and the agency "unreasonably allowed [Gem's] noncompliant proposal to proceed to award" because Gem planned to install the required scales prior to the start of contract performance. *Id.* at 19; Comments and Supp. Protest at 25-26. In sum, Gem argues that the agency's "belief that the awardee can remedy its deficiencies at some later point in time is irrelevant and provides no excuse for the [a]gency's award to an unacceptable proposal." Comments and Supp. Protest at 26.

The agency responds that the solicitation "did not require that [truck] scales be in place at the time of proposal submission or technical review." COS/MOL at 33. DLA argues that the RFTP did not require offerors to address truck scales in their technical proposals and points out that the RFTP does not mention the word "scale" anywhere within the document. Supp. MOL at 8. The agency asserts that the IFB, not the RFTP, requires truck scales, and that it does so in the "facility inspection" section of the IFB. *Id.* at 9-10 (citing IFB at 18). DLA explains that "the everyday business of electronics recycling is done primarily using certified pallet scales," and as a result, the agency "requires its Purchasers (i.e., firms who have been awarded sales contracts) to have truck scales installed as an extra means of validation that there were no losses of demilitarization or mutilation property in transit." *Id.* at 9. In sum, DLA argues that the RFTP did not require the matter of truck scales to be addressed in the technical proposal in step one of the solicitation process.

The agency also asserts that, in step two of the solicitation process, the IFB did not require truck scales to be installed at the time of facility inspection. COS/MOL at 34. DLA acknowledges that the IFB requires the “purchaser” to have truck scales in place at its facilities but contends that the IFB does not expressly state when these truck scales must be in place. Supp. MOL at 10. The agency argues that the truck scales requirement “is a requirement imposed upon [the] Purchaser, i.e., firms who have been awarded a sales contract, and that thus they must be in place no later than the commencement of performance.” *Id.* In short, the agency rejects the protester’s “very stringent” interpretation of the IFB--that every offeror submitting a bid must have truck scales in place at the time of facility inspection. *Id.*

As previously stated, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency’s judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. *Liquidity Servs., Inc., supra.* As a general matter, where a dispute exists as to the meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of the provisions; to be reasonable, an interpretation must be consistent with such a reading. *See Young’s Gen. Contr., Inc., B-419717.3, July 21, 2021, 2021 CPD ¶ 271 at 5.*

Here, we agree with the agency that the RFTP did not require offerors to address truck scales in their technical proposals. The RFTP required offerors to “provide details regarding your Firm’s equipment that will be used for processing robust military electronic equipment.” RFTP at 8. The RFTP gives examples of types of equipment--shredders, dismantling tools, data destruction equipment--but does not reference truck scales. *Id.* In short, the plain language of the RFTP does not require offerors to address truck scales in their technical proposals, and we do not find convincing the protester’s attempt to read into the solicitation the requirement that offerors do so. Accordingly, the protester has not established that the agency should have rejected Gem’s proposal as unacceptable on this basis in step one of the solicitation process.

Next, we find reasonable the agency’s interpretation of the IFB--that it did not require truck scales to be installed at the time of facility inspection. *See COS/MOL at 34.* The IFB, which the agency provided to offerors with technically acceptable proposals in the second step of the solicitation process, references truck scales. The “facility inspection” section of the IFB requires the “purchaser” to comply with certain security criteria; specifically, the IFB requires the purchaser’s facilities to have “[c]ertified truck and pallet scales on-set that produce printed weight tickets.” IFB at 18. We note and agree with the agency’s argument that the IFB does not expressly state when these truck scales must be in place. Supp. MOL at 10.

We also note the agency’s argument that the requirement to have on-site truck scales in place “is a requirement imposed upon [the] Purchaser, i.e., firms who have been awarded a sales contract, and that thus they must be in place no later than the commencement of performance.” *Id.* Relatedly, we note the use of the word “purchaser,” rather than “apparent high bidder” or “bidder.” *See IFB at 18.* The IFB

defines a purchaser as “[t]he [c]ompany awarded this contract to buy scrap material.” *Id.* at 49. This language choice supports the agency’s interpretation: if the agency wished for all bidders to have on-site truck scales at their facilities, or for the apparent high bidder to do so prior to the agency making an affirmative responsibility determination, then the agency could have used those terms. Indeed, the solicitation generally uses the term “bidder” in the instructions and award criteria sections of the IFB. See IFB at 24-28. However, in the context of the truck scales requirement, the IFB refers to the purchaser; namely, the firm awarded the sales contract. In this regard, the protester has not established that the IFB required the agency to eliminate the awardee from the competition.

In sum, the agency’s interpretation of the timing of the truck scales requirement is consistent with a reading of the IFB as a whole. See *Young’s Gen. Contr., Inc., supra*. The protester has failed to show that the agency’s decision to allow Gem to install truck scales after the facility inspection and prior to performance is unreasonable and that the agency should have eliminated Gem in the second step of the solicitation process. Accordingly, this protest ground is denied.

Key Personnel Unavailability

Finally, the protester argues that the agency should have found Gem’s proposal to be “unawardable” because two of the proposed key personnel listed in that proposal became unavailable. Comments and Supp. Protest at 32. Regency points to the RFTP requirement to provide the “names and business contact information” of the firm’s Chief Executive Officer(s) and “all other [k]ey [p]ersons required to successfully support the [solicitation] requirements.” RFTP at 9. The protester asserts that two individuals identified in Gem’s proposal as personnel who would be responsible for compliance left their positions and accepted new positions elsewhere in February and March of 2025, respectively, according to information Regency gleaned from their LinkedIn⁹ profiles. Comments and Supp. Protest at 34. The protester argues that Gem must have known that two of its key personnel were unavailable, given the passage of time between those individuals leaving their positions and the agency’s award of the sales contract to Gem in September. Supp. Comments at 35. In any case, even if Gem did not have actual knowledge of the change in these two individuals’ positions, Regency asserts that the unavailability of proposed key personnel “rendered Gem’s proposal unawardable.” *Id.* at 36.

The agency responds that, even if the compliance personnel listed in Gem’s proposal constituted key personnel and departed their positions, Gem’s proposal was not ineligible for award. Supp. MOL at 23. The agency argues that an offeror’s duty to notify the agency of any unavailable key personnel arises when the offeror has actual knowledge of that unavailability. *Id.* at 29. Here, the agency asserts that Regency

⁹ LinkedIn is a social networking website for people in professional occupations; it is mainly used for professional networking.

“relies solely on unverified LinkedIn updates” and “provides no evidence that [Gem] had actual knowledge of any resignation.” *Id.* DLA points to the fact that the two individuals at issue were employees of Gem’s subcontractor, not Gem itself, and argues that Regency has not demonstrated that this subcontractor notified Gem of any personnel changes. *Id.*

Our Office has explained that offerors are obligated to advise agencies of material changes in proposed staffing, even after the submission of proposals. See *ASRC Fed. Data Network Techs., LLC*, B-419519.4, Sept. 19, 2022, 2022 CPD ¶ 241 at 6. This premise is grounded in the notion that a firm may not properly receive award of a contract based on a knowing material misrepresentation in its offer. See *M.C. Dean, Inc.*, B-418553, B-418553.2, June 15, 2020, 2020 CPD ¶ 206 at 4. While an offeror generally is required to advise an agency where it knows that one or more key employees have become unavailable after the submission of proposals, there is no such obligation where the offeror does not have actual knowledge of the employee’s unavailability. See *ASRC Fed. Data Network Techs., LLC, supra*; *Booz Allen Hamilton, Inc.*, B-422118.2, B-422118.3, July 30, 2024, 2024 CPD ¶ 184 at 8 (denying a protest challenging the availability of one of the awardee’s proposed key personnel, who was employed by the awardee’s subcontractor, where the protester did not show that the awardee had actual knowledge of the employee’s departure); *NCI Info. Sys., Inc.*, B-417805.5 *et al.*, Mar. 12, 2020, 2020 CPD ¶ 104 at 8 (denying a protest where publicly available information indicated that a member of the awardee’s key personnel had left their position, but that individual had not notified the awardee of their unavailability). Finally, a proposed key person’s acceptance of a new position is not necessarily determinative of such person’s unavailability. See *emissary LLC*, B-422388.3, B-422388.4, July 29, 2025, 2025 CPD ¶ 177 at 9 (stating that public information alone does not demonstrate that a member of the awardee’s proposed key personnel was unavailable or that the awardee knew of such unavailability).

Here, we cannot conclude that Gem, or its subcontractor, had actual knowledge that the two individuals it proposed as compliance personnel were unavailable. The protester has not provided any evidence that the two individuals indicated to Gem that they would be unavailable to perform. Moreover, we find that the agency’s argument--that the two individuals were employed by Gem’s subcontractor, not directly by Gem--supports DLA’s position that Regency has failed to demonstrate Gem had actual knowledge of any alleged key personnel unavailability. See Supp. MOL at 27-29. We agree, and the protester does not dispute, that the only direct evidence Regency has provided is information found on LinkedIn. *Id.* at 29; see Supp. Comments at 27-36. We do not agree with the protester that this information alone is sufficient to demonstrate that the proposed personnel were unavailable, or, more importantly, that Gem knew two of its proposed personnel became unavailable and was obligated to update the agency. See *emissary LLC, supra*; *NCI Info. Sys., Inc., supra*. This protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel