U.S. GOVERNMENT ACCOUNTABILITY OFFICE

**441 G St. N.W.**
**Washington, DC 20548**

**Comptroller General**
**of the United States**

# Decision

**Matter of:** Cashel Strategic, LLC

**File:** B-424245.2

**Date:** July 24, 2026

Chris Kozlow, for the protester.
Sandeep N. Nandivada, Esq., Thomas Lee, Esq., and Jillian I. Stern, Esq., Morrison & Foerster LLP, for Centinel Public Partnerships LLC, the intervenor.
Erika L. Whelan Retta, Esq., Matney E. Rolfe, Esq., and LeDara Clark, Esq., Department of the Air Force, for the agency.
Michael P. Grogan, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

**DIGEST**

Protest alleging conflicts of interest and competition improprieties is dismissed where the protester lacks the requisite economic interest to challenge the agency's actions because even if its protest grounds were sustained, it would not be next in line for award where it failed to challenge either its technical unacceptability or the technical acceptability of other offerors.

**DECISION**

Cashel Strategic, LLC, a service-disabled, veteran-owned small business of Sheridan, Wyoming, protests its elimination from the competition under request for proposals (RFP) No. AFCOBL-25-0001, issued by the Department of the Air Force, for the leasing of lodging facilities on various Air Force installations. The protester contends the procurement was tainted by various conflicts and improprieties.

We dismiss the protest.

BACKGROUND

The agency issued the solicitation on August 6, 2025, pursuant to the Alternative Authority for Acquisition and Improvement of Military Housing, 10 U.S.C. §§ 2871 *et seq.*, for commercial on-base lodging. Specifically, the Air Force sought a "private-sector partner for a 50-year lease covering lodging facilities at 23 Air Force installations." Memorandum of Law at 1. The competition would be conducted in two phases. In the first phase, the Air Force would evaluate offerors against minimum experience requirements on a pass/fail basis. Agency Report (AR), Tab 27, RFP at 19.[1] If an offeror advanced past phase one, phase two submissions would include a written component and an oral presentation concerning a firm's statement of qualifications (SOQs), which would be evaluated against five factors: (1) preliminary project concept; (2) experience; (3) fees, charges, and other financial returns; (4) organizational capability; and (5) financial capability. *Id*. at 26. The evaluators would assign each factor one of the following adjectival ratings: outstanding; excellent; acceptable; marginal; or unacceptable.[2] *Id*. at 41-42. The solicitation further explained that in addition to the adjectival ratings, the Air Force would assign an overall SOQ risk rating, to assess "the level of risk associated with selecting the Applicant to [successfully] implement the lodging privatization plan and meet the objectives of the Government."[3] *Id*. at 42. Award would be made to the offeror who represented the best value to the agency, considering the phase two factors. *Id*.

The protester was notified on September 17 that it, along with multiple other offerors, passed phase one of the competition. Contracting Officer's Statement (COS) at 22. On January 22, 2026, Cashel submitted its written phase two SOQ. *Id*. at 6. On January 28, the agency notified the protester that it was excluded from further consideration for award because Cashel's proposal violated the RFP's restrictions on franchise or franchise-like arrangements.[4] *Id*. Cashel filed a protest with our Office on February 4, arguing that the agency's exclusion of the firm's proposal was unreasonable and contrary to the terms of the solicitation, as well as that the Air Force improperly reopened phase one of the competition, treated offerors disparately, and that the procurement was tainted by the appearance of impropriety. On March 5, our Office dismissed Cashel's protest as academic, in light of the agency's decision to take corrective action, which included reevaluating Cashel's step two proposal and taking

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[1] All citations to the record are to the associated PDF page numbers.

[2] The RFP also explained that assigned ratings of outstanding, excellent, or acceptable "may have additional gradations of 'Plus' to the upside and 'Minus' to the downside." RFP at 41.

[3] The possible risk ratings were low, moderate, and high. RFP at 42.

[4] The solicitation explained that offerors could not count--toward the RFP's minimum experience requirement evaluated in phase one--rooms operated through a franchisee agreement. RFP at 23. In its exclusion notice, the agency stated that Cashel, for the first time, identified two named firms as part of its hotel operation team in its phase two proposal. AR, Tab 52, Step Two Notification Letter, Jan. 28, 2026, at 1. The Air Force explained that the arrangement between these firms was "effectively like a franchise agreement" and thus the proposal did not meet the minimum experience requirements identified in the RFP. *Id*. The agency further provided that had this franchise-like relationship "been disclosed in the Step One evaluation, [Cashel] would not have passed" the minimum experience requirements of phase one. *Id*.

any additional corrective action it deemed appropriate. *Cashel Strategic, LLC*, B-424245.1, Mar. 5, 2026 (unpublished decision).

As part of its corrective action, the agency reevaluated Cashel's written SOQ and evaluated the firm's oral presentation, which took place on March 26. COS at 6-7. On May 8, the Air Force selected Centinel Public Partnerships, LLC, as representing the best value for the agency. AR, Tab 89, Source Selection Decision Document at 3. The final evaluation ratings for the proposals submitted for phase two, to include those submitted by Centinel and Cashel, were as follows:

| | **Centinel** | **Offeror #2** | **Offeror #3** | **Offeror #4** | **Cashel** |
|---|---|---|---|---|---|
| **Preliminary Project Concept** | Outstanding | Excellent (-) | Acceptable (+) | Marginal | Unacceptable |
| **Experience** | Outstanding | Acceptable (+) | Excellent | Acceptable | Acceptable (-) |
| **Fees** | Excellent | Acceptable | Marginal | Marginal | Unacceptable |
| **Organizational Capability** | Outstanding | Acceptable (+) | Acceptable | Acceptable (-) | Unacceptable |
| **Financial Capability** | Excellent (-) | Acceptable | Acceptable (+) | Acceptable (-) | Unacceptable |
| **Risk** | Low | Moderate | Moderate | Moderate | High |

AR, Tab 87, Proposal Analysis Summary at 10. Following a debriefing, this protest followed.

## DISCUSSION

Cashel marshals numerous challenges to the agency's conduct of the procurement, arguing it was tainted by various conflicts tied to the Air Force's use of a firm providing advisory services for the acquisition, and alleging improprieties in the structure and with the personnel conducting the agency's evaluation. However, because Cashel has not demonstrated a sufficient economic interest necessary to be considered an interested party, we dismiss the protest.[5]

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[5] Cashel raises various other allegations, none of which provides a basis to sustain the protest. For example, the protester seems to allege potential violations under various criminal statutes. *See* Protest at 13, 57 (alleging agency conduct potentially violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030). To the extent Cashel asks our Office to adjudicate these alleged infractions, such claims fall outside of our bid protest jurisdiction. *See Corbin Superior Composites, Inc.*, B-236777.2, Jan. 2, 1990, at 6 (explaining that our Office has no jurisdiction over alleged violations of criminal laws).

The protester also alleges violations of the Procurement Integrity Act (PIA). *See* Protest at 51. The procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §§ 2101-2107, known as the Procurement Integrity Act,

(continued...)

Under the Competition in Contracting Act of 1984, only an interested party may protest a federal procurement. 31 U.S.C. §§ 3551-3557. That is, a protester must be an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). In a post-award context, we have generally found that a protester is an interested party to challenge an agency's evaluation of proposals only where there is a reasonable possibility that the protester would be next in line for award if its protest were sustained. *CACI, Inc.-Fed.*, B-419499, Mar. 16, 2021, at 5; *OnSite Sterilization, LLC*, B-405395, Oct. 25, 2011, at 4. In this regard, where there is an intervening offeror in line for the award if the protester's challenge was sustained, the intervening offeror has a greater interest in the procurement than the protester. In that circumstance, we generally consider the protester's interest to be too remote to qualify as an interested party. *HCR Constr., Inc.; Southern Aire Contracting, Inc.*, B-418070.4, B-418070.5, May 8, 2020, at 6-7 n.6.

Cashel's protest alleges various conflicts and improprieties, contending the process by which the Air Force conducted this procurement was unfair. Protest at 50-58. However, the protester raises only one specific challenge to the agency's evaluation findings and conclusions regarding its proposal, namely, that one of the weaknesses assigned under the prelamination project concept factor was unreasonable. Protest at 59 ("The Agency cannot mandate proprietary systems in the Lease and then penalize an offeror for proposing proprietary systems in the SOQ."). Cashel raises no other allegations concerning the Air Force's evaluation of its proposal. Indeed, the protester unequivocally disavowed that it was challenging the agency's evaluation of Cashel's proposal. *See* Protest at 10 ("This protest does not challenge the Agency's May 15, 2026, written debriefing evaluation findings on their merits."); Comments at 15 (none of Cashel's arguments are "offered to argue that Cashel's proposal was better. […] Cashel does not say it should have scored higher."). Also relevant to our analysis, the

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provide that a federal government official "shall not knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates." 41 U.S.C. § 2102(a)(1). We will dismiss any protest alleging a PIA violation where the protester "failed to report the information it believed constituted evidence of the offense to the Federal agency responsible for the procurement within 14 days after the protester first discovered the possible violation." 4 C.F.R. § 21.5(d); *Alpine Companies, Inc.,* B-419831 *et al*., June 8, 2021, at 6. Here, the basis for the protester's allegations stems from information known when Cashel raised its initial protest on February 4 (*see* Protest, B-424245, at 12-13). However, the firm did not allege a PIA violation in its protest, or otherwise notify the Air Force of such a possibility. As the protester first alleged its PIA allegation in this protest--more than 14 days after it discovered a possible violation--we dismiss the argument as untimely. 4 C.F.R. § 21.5(d).

protester raises no challenges to the Air Force's evaluation of Offerors 2, 3, and 4, none of which received an unacceptable rating for any phase two evaluation factor.[6]

With this as a backdrop, we conclude that Cashel lacks the direct economic interest necessary to be considered an interested party. Even assuming, for the sake of argument, that we were to sustain every protest allegation raised by Cashel, and we determine that Centinel is not eligible for award, Cashel would not be in line for award because the record shows there are three intervening offerors with proposals judged more favorably than Cashel's proposal. *See* AR, Tab 87, Proposal Analysis Summary at 10. Indeed, Cashel's proposal was the only one to be rated as "high" risk, and scored lower than every other phase two proposal in each of the five evaluation factors, including receiving unacceptable ratings for multiple evaluation factors.[7] *Id*. Since the protester does not raise any challenges to its own evaluation that would be considered prejudicial (*see* Comments at 15, conceding that "Cashel does not say it should have scored higher"), nor does the protester challenge the evaluation of the intervening offerors (*see id.*, stating that none of Cashel's arguments are "offered to argue that Cashel's proposal was better"), the three intervening offerors, not Cashel, would be in line for award if this protest was sustained. The protester, therefore, lacks the direct

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[6] The protester also does not generally challenge the agency's evaluation of the awardee's proposal, other than alleging disparate treatment under phase one of the competition, concerning the Air Force's handling of Centinel's and Cashel's proposal with respect to foreign ownership review. Protest at 58-59; Comments at 51-58. We need not reach the merits of the argument, however, because the protester cannot establish any reasonable possibility of prejudice where both offerors were found to be technically acceptable for phase one and were invited to participate in phase 2 of the procurement. *See Interfor US, Inc.*, B-410622, Dec. 30, 2014, at 7 ("Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper.").

[7] We note that Cashel's sole challenge to its own evaluation concerns a single weakness identified under the preliminary project concept factor. AR, Tab 87, Proposal Analysis Summary at 84 (Cashel's "reliance on proprietary software with no documented performance history to execute core asset management and governance functions constitutes a Weakness."). Even assuming for the sake of argument that we were to judge the agency's evaluation conclusion for this weakness unreasonable, the Air Force's rating of "unacceptable" would undoubtably remain unchanged, given the existence of six unchallenged significant weaknesses, and two additional unchallenged weakness. *Id*. at 79-85; *see also id*. at 5 (explaining that a rating of "unacceptable" applied where a proposal "[f]ails to meet the performance or capability requirements[,]" and "[t]here are unacceptable Significant Weaknesses."). Thus, the protester cannot establish any reasonable possibility of competitive prejudice even if it were to prevail on this single challenge as the presence of multiple unchallenged significant weaknesses and weaknesses would still support the agency's ultimate evaluation determination for this factor. *See, e.g.*, *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, at 8 n.3.

economic interest required to maintain a protest and is not an interested party. *See, e.g., Panum Telecom, LLC*, B-418202, Jan. 17, 2020, at 3 (dismissing protest for lack of interested party status because the protester did not timely challenge the evaluation of an intervening offer when the protester learned of the intervening offer); *Sotera Def. Sols., Inc.*, B-414056 *et al.*, Jan. 31, 2017, at 8 (dismissing protester's award challenge, including allegation that agency converted award basis from best-value tradeoff to lowest price, technically acceptable basis, where the protester failed to challenge intervening offeror who was next in line for award).

In sum, even if we were to sustain all of the protester's allegations that were properly plead, timely, and within our bid protest jurisdiction, the protester would nevertheless remain ineligible for award where it failed to challenge its technical unacceptability ratings, and the protester also failed to challenge the technical acceptability of several intervening offerors. Therefore, because the protester has failed in its burden to establish that it is an interested party, we dismiss the protest. *See, e.g., Inspace 21 LLC*, B-410852, B-410852.3, Dec. 8, 2014, at 4 ("Our Bid Protest Regulations require a protester to affirmatively demonstrate that it is an interested party; a protester's failure to meet its obligation requires dismissal of the protest.").

The protest is dismissed.

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General Counsel