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## Decision

**Matter of:** Amentum Services, Inc.; VS2, LLC

**File:** B-418742.3; B-418742.4; B-418742.6; B-418742.7

**Date:** September 30, 2021

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Kevin P. Connelly, Esq., Kelly E. Buroker, Esq., and Jeffrey M. Lowry, Esq., Vedder Price PC, for Amentum Services, Inc.; and Jackson W. Moore, Jr., Esq., and David L. Hayden, Esq., Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P., for VS2, LLC, the protesters.

Michael D. Maloney, Esq., Williams Mullen, and Todd Miller, Esq., Miller & Miller, LLC, for Vanquish Worldwide, LLC, the intervenor.

Alexa Bryan, Esq., George P. Farley, Esq., and Wade L. Brown, Esq., Department of the Army, for the agency.

Uri R. Yoo, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protests challenging the evaluation of technical proposals are denied where the evaluation was consistent with the terms of the solicitation.
  2. Protesters are not interested parties to challenge the agency's responsibility determination of the awardee and evaluation of the awardee's proposal because they would not be in line for award even if their protests were sustained.
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### DECISION

Amentum Services, Inc., of Germantown, Maryland, and VS2, LLC, of Alexandria, Virginia, protest the award of a task order to Vanquish Worldwide, LLC, of Knoxville, Tennessee, under request for proposals (RFP) No. W52P1J-19-R-0081, issued by the Department of the Army, Army Materiel Command, for logistical support services for the Logistics Readiness Center in Fort Polk, Louisiana. Amentum and VS2 challenge the agency's determination that their proposals were technically unacceptable. The protesters also challenge the agency's evaluation of the awardee's past performance and affirmative determination of the awardee's responsibility.

We deny in part and dismiss in part the protests.

## BACKGROUND

The Army issued the solicitation on April 6, 2020, to holders of basic ordering agreements under the Army's Enhanced Army Global Logistics Enterprise (EAGLE) program.<sup>1</sup> RFP at 2.<sup>2</sup> The RFP contemplated the issuance of a cost-plus-fixed-fee task order with a 1-year base period, five 1-year option periods, and one 6-month option period. *Id.* The purpose of the order was to provide logistics support services, including maintenance, supply, and transportation support, for the Army's Logistics Readiness Center in Fort Polk, Louisiana. *Id.*

The RFP provided for award to a responsible offeror whose proposal was determined to be the lowest-priced, technically acceptable offer with a past performance rating of substantial confidence and a small business participation rating of acceptable. *Id.* at 93. The RFP stated that proposals would be evaluated using a two-step methodology under the following four factors: (1) technical, (2) past performance, (3) cost/price, and (4) small business participation. *Id.* at 94. In step 1, the agency planned to evaluate the technical proposals, starting from the proposal with the lowest total proposed price, and continue until five or 20 percent (whichever is greater) of the proposals were determined to be technically acceptable. *Id.* Of the five or more technically acceptable proposals, the three with the lowest total proposed prices would advance to step 2, where each proposal would be evaluated under the past performance, cost/price, and small business participation factors.<sup>3</sup> *Id.*

As relevant here, proposals were to be evaluated under the technical factor on an acceptable/unacceptable basis against "all of the listed criteria identified in" sections L.5.2 and M.5.1 of the RFP. *Id.* at 95. The RFP informed offerors that no technical tradeoffs would be made and no additional credit given for exceeding acceptability. *Id.* at 94. The RFP further specified that, in order to receive an overall rating of acceptable under the technical factor, a rating of acceptable must be received on all of the specified technical elements. *Id.* at 95.

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<sup>1</sup> According to the agency, the EAGLE program is used to fulfill requirements for logistics services in the form of material maintenance services, retail/wholesale supply services, and transportation support services at logistics readiness centers and other Army installations around the world. Amentum Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 1; VS2 COS/MOL at 1.

<sup>2</sup> Citations to the solicitation in this decision are to the conformed RFP provided at Tab 4 and Tab 37 of the separate agency reports submitted in response to the protests of Amentum and VS2, respectively. All citations to the agency report are to the individual agency report for each protest.

<sup>3</sup> The RFP provided that a proposal would be evaluated under the past performance factor using a qualitative assessment by assigning a confidence rating of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown (neutral) confidence; under the small business participation factor, proposals would be evaluated on an acceptable/unacceptable basis. RFP at 98, 100.

Section L.5.2 of the RFP instructed each offeror to “demonstrate mission capability by detailing its proposed technical approach to meet the requirements specified in the [performance work statement (PWS)] and this RFP by providing its Staffing and Management Plan (SMP).” *Id.* at 111. The offeror was required to support its proposed staffing and management plan with its completed Attachment 0002, Staffing/Labor Mix, and, “at a minimum,” address the list of specific elements enumerated in section L.5.2.1.1 of the RFP. *Id.* at 112.

Section M.5.1 of the RFP provided that an offeror’s staffing and management plan would be evaluated “to determine if the Offeror’s proposal adequately details a realistic and feasible approach to delivering services required in the PWS, provided Technical Data, and Attachments . . . and is adequately supported by the approach identified in the Offeror’s Attachment 0002, Staffing/Labor Mix.” *Id.* at 96. In section M.5.1.2, the RFP set forth a number of elements, aligned with the instructions in section L.5.2, for which an offeror’s staffing and management plan, organizational diagram, and staffing/labor mix would be evaluated. *Id.* The RFP also provided fourteen Technical Data (TD) attachments, including, as relevant here, TD-01 Workload and TD-06 Key & Specified Non-Key Positions. *See generally*, Agency Report (AR), Tabs 28-39.

The RFP stated that the agency would evaluate the offeror’s staffing and management plan on whether the proposed staffing approach “adequately demonstrates its ability to properly staff/organize the required effort by providing a realistic approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management.” *Id.* The offeror’s organizational diagram would be evaluated to determine whether it “depicts a realistic comprehensive organizational overview” based in part on whether it “[a]dequately identifies leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary tasks areas identified in Section C-5 of the PWS.” *Id.* The offeror’s staffing and labor mix would be evaluated on whether its completed staffing/labor mix spreadsheet, provided as Attachment 0002 to the RFP, proposed a staffing solution that: (1) “[d]emonstrates an adequate understanding of the effort by providing appropriate staffing that is realistic and feasible to successfully perform the specific workload requirements in Exhibit A[,] TD-01 Workload and the PWS requirements identified therein”; and (2) “[p]roperly proposes and identifies the required Key and Specified Non-Key positions as instructed at [section] L.5.2.1.1(c)(6)(i)” of the RFP. *Id.*

The agency received nine timely submitted proposals and found five to be technically acceptable. Amentum AR, Tab 79; VS2 AR, Tab 108, Source Selection Evaluation Board (SSEB) Report at 1, 19. The agency evaluated the technical proposals of Amentum, VS2, and Vanquish as follows:

	<b>AMENTUM</b>	<b>VS2</b>	<b>VANQUISH</b>
<b>TECHNICAL</b>	<b>Unacceptable</b>	<b>Unacceptable</b>	<b>Acceptable</b>
<b>Staffing and Management Plan</b>	Acceptable	Acceptable	Acceptable
<b>Organizational Diagram</b>	Acceptable	Unacceptable	Acceptable
<b>Staffing/Labor Mix</b>	Unacceptable	Unacceptable	Acceptable
<b>PRICE</b>	<b>\$253,830,413</b>	<b>\$269,045,497</b>	<b>\$258,798,380</b>

*Id.* at 2-3, 4-5. Because the proposals of Amentum and VS2 were found to be technically unacceptable, the agency did not advance them to step 2 of the evaluation and did not further evaluate their proposals under the remaining three factors. *See id.* Ultimately, three technically acceptable proposals were advanced to step 2 of the evaluation, and the Army concluded that Vanquish’s proposal was the lowest-priced technically acceptable proposal with a rating of substantial confidence for past performance and a rating of acceptable in small business participation. Amentum AR, Tab 81; VS2 AR, Tab 110, Source Selection Decision Document at 6.

On June 8, 2021, the Army notified Amentum and VS2 of their unsuccessful offers. The Army also provided post-award debriefings to Amentum and VS2, both of which concluded on June 22, when the Army provided answers to questions submitted in response to written debriefings. *See generally*, Amentum AR, Tab 82, Amentum Written Debriefing; Tab 85, Amentum Debriefing Questions and Responses; VS2 AR, Tab 111, VS2 Written Debriefing; Tab 114, VS2 Debriefing Questions and Responses. These protests followed.

## DISCUSSION

Each protester challenges the agency’s conclusion that their respective technical proposals were unacceptable, arguing that the agency’s evaluation was unreasonable and contrary to the solicitation. Both protesters also object to the agency’s evaluation of the awardee’s past performance and responsibility determination. We have carefully reviewed the protests and, for the reasons discussed below, find them to be without merit.<sup>4</sup> Moreover, because we find that the agency properly found the protesters’ proposals to be technically unacceptable, and because there is another intervening technically acceptable proposal other than the awardee’s, neither of these protesters is an interested party to challenge the agency’s evaluation of the awardee’s proposal.

### Evaluation of Amentum’s Technical Proposal

Amentum contends that the agency’s evaluation of its staffing/labor mix under the technical factor was unreasonable and contrary to the terms of the solicitation. Specifically, Amentum argues that the terms of the solicitation did not require that an

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<sup>4</sup> Although we do not specifically address every collateral argument the protesters raise with respect to the agency’s evaluation of their technical proposals, we have considered all of them and find that none provides a basis to sustain either protest.

offeror complete the staffing/labor mix spreadsheet to align key positions of shop supervisors with the six major focus areas specified in TD-06. Amentum Protest at 29-34. Amentum maintains that it complied with the solicitation instructions and adequately demonstrated its understanding of requirements by proposing the required eleven full-time equivalents (FTE) for shop supervisor positions on the spreadsheet. *Id.* The Army responds that Amentum was required to propose key positions of shop supervisors in accordance with TD-06 and Amentum's failure to do so on its staffing/labor mix spreadsheet did not adequately demonstrate that Amentum understood the solicitation requirements. Amentum COS/MOL at 22-36.

As noted, the RFP required offerors to propose a realistic and feasible approach to delivering services required in the PWS, technical data, and attachments, including TD-06, Key & Specified Non-Key Positions, and to support its approach with the staffing/labor mix spreadsheet provided as Attachment 0002 to the RFP. RFP at 96. The RFP stated that the agency would evaluate the offeror's staffing approach on whether the staffing solution, as proposed in its staffing/labor mix spreadsheet: (1) demonstrates an adequate understanding of the effort by providing appropriate staffing that is realistic and feasible to successfully perform the specific workload requirements; and (2) properly proposes and identifies the required key and specified non-key positions as instructed at section L.5.2.1.1(c)(6)(i) of the RFP. *Id.* Section L.5.2.1.1(c)(6)(i) of the RFP, in turn, instructed the offeror to identify "all of its proposed staffing required to support all PWS requirements, specifically those that are both identified at Section 5 of the PWS and Exhibit A TD-01 Workload in terms of FTEs and [Functional Labor Category (FLC)]1 or FLC2 on the Staffing/Labor Mix - Attachment 0002." *Id.* at 113. As relevant here, section L.5.2.1.1(c)(6)(viii) of the RFP further instructed offerors to "insert the corresponding shop or PWS requirement in the cells labeled 'Shop or PWS Requirement'" in the staffing/labor mix spreadsheet. *Id.* at 114.

In TD-06, Key & Specified Non-Key Positions, the agency set out specific requirements for key personnel positions (and certain essential non-key positions) required by the solicitation. See Amentum AR, Tab 32, TD-06, Key and Specified Non-Key Positions. As relevant here, TD-06 listed eleven shop supervisors as required key positions and described their duties and responsibilities as follows:

The eleven Shop Supervisors are responsible for planning, organizing and executing various aspects of the Maintenance Division's maintenance operations with the eleven aligned to focus in six major areas (Base Operations Maintenance support, Passback Maintenance support, [Security Force Assistant Brigade (SFAB)] [Pre-Deployment Training Equipment (PDTE)] Maintenance support, [Combat Training Center (CTC)] [Prepositioned Fleet (PREPO)] Maintenance support, CTC [Operations Group (OPSGRP)] Maintenance Support, and CTC [Operational Force (OPSFOR)] Maintenance Support).

*Id.* at 3. This section of TD-06 then went on to specify the number of shop supervisors assigned to each of the six major areas, providing that "[o]ne of the Shop Supervisors

will work in Passback<sup>5</sup> Maintenance Support” and “[t]wo of the shop Supervisors will work in CTC PREPO Maintenance Support.” *Id.* at 4.

In its evaluation of Amentum’s proposal, the Army’s technical evaluation team (TET) found that Amentum’s staffing/labor mix spreadsheet did not identify a shop supervisor for passback maintenance support and only identified one shop supervisor for CTC PREPO maintenance support. Amentum AR, Tab 72, Final Technical Evaluation Report at 6. Because of this failure to identify the required number of shop supervisors for passback maintenance and CTC PREPO maintenance support, the TET concluded that Amentum failed to propose the required key and specified non-key positions as instructed in section L.5.2.1.1(c)(6)(i) of the RFP. *Id.* at 10. The agency also noted that Amentum proposed [DELETED] additional shop supervisors under the column labeled “Maintenance Shop Office,” bringing the total number of proposed shop supervisors to the required eleven, but “failed to provide an explanation of the responsibilities related to the shop,” *i.e.*, whether these [DELETED] shop supervisors’ duties would be aligned to passback maintenance and CTC PREPO maintenance. *Id.* at 7, 10; see Amentum COS/MOL at 24-25. Based on these evaluations, the TET concluded that Amentum’s proposed staffing/labor mix was unacceptable and, as a result, concluded the proposal was technically unacceptable. *Id.* at 1.

In reviewing a protest challenging an agency’s evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency’s discretion. *Jacobs Technology, Inc.*, B-411784, B-411784.2, Oct. 21, 2015, 2015 CPD ¶ 342 at 6-7. Rather, we will review the record only to determine whether the agency’s evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* Further, where the reasonableness of the evaluation turns on the agency’s interpretation of a solicitation provision, the agency’s interpretation of the provision must be consistent with the solicitation when read as a whole and in a reasonable manner. *Solec Corp.*, B-299266, March 5, 2007, 2007 CPD ¶ 42 at 2. Here, we find the agency’s conclusion reasonable and consistent with the solicitation’s terms, read as a whole.

Indeed, the record here shows that Amentum proposed a total of eleven shop supervisors in its staffing/labor mix spreadsheet and, for [DELETED] of them, completed the cells labeled “Shop or PWS Requirement” in accordance with the focus areas specified in TD-06: 2.0 under Base Operations Maintenance, 1.0 under CTC PREPO, 3.0 under CTC OPSFOR, 2.0 under CTC OPSGRP, and 1.0 under SFAB PDTE. See Amentum AR, Tab 51, Amentum Staffing/Labor Mix Spreadsheet. However, as the agency noted, no shop supervisor was proposed for the focus area of passback maintenance and only one shop supervisor was proposed for the focus area of CTC PREPO maintenance. See *id.*

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<sup>5</sup> The RFP defines “pass-back” as back-up maintenance support provided to tactical units that are unable to maintain their own equipment. RFP Annex E, Definitions, Acronyms & Abbreviations at 11.

Amentum does not dispute that it did not address the specified number of shop supervisor positions for passback maintenance and CTC PREPO in its staffing/labor mix, but instead argues that the solicitation did not require an offeror's staffing/labor mix to specifically identify the focus areas set out in TD-06 for these positions. Amentum Protest at 29-34. Amentum maintains that the offerors were only required to complete the spreadsheet in accordance with TD-06, Workload, for functional labor category 1 FTEs because the spreadsheet was pre-filled with key positions, which were functional labor category 2 FTEs. *Id.*; Amentum Comments at 9-12.

Amentum's argument, however, is directly contradicted by the terms of the solicitation, which instructed offerors, specifically with respect to the staffing/labor mix spreadsheet, as follows:

The Offeror must provide its proposed staffing mix/labor categories (skill sets / skill level, Functional Labor Category 1 (FLC1), *Functional Labor Category 2 (FLC2)*, number of employees) *in relation to the PWS requirements and the provided workload data (see applicable Technical Data)* for both the base period and option periods (fully operational capable 12-month periods (365 day periods)).

RFP at 113 (§ L.5.2.1.1(c)) (emphasis added). Moreover, the solicitation informed offerors that staffing plans would be evaluated to determine whether they “adequately detail[] a realistic and feasible approach to delivering services required in the PWS, *provided Technical Data*, and Attachments . . . and is adequately supported by the approach identified in the Offeror's Attachment 0002, Staffing/Labor Mix.” *Id.* at 96.

As noted, TD-06 was the solicitation exhibit that described the required key positions, and it specifically informed offerors that they “must propose all positions indicated” in it. Amentum AR, Tab 32, TD-06, Key and Specified Non-Key Positions at 1. Thus, read as a whole, the solicitation plainly instructed offerors to complete its staffing/labor mix spreadsheet with proposed FLC2 staffing (*i.e.*, key and specified non-key positions) in accordance with applicable technical data (*i.e.*, TD-06), and unambiguously informed them that their staffing/labor mix would be evaluated on whether it supports their proposed staffing approach.

Even though Amentum now argues that [DELETED] shop supervisors proposed for its “maintenance shop office” could satisfy the TD-06 requirement by focusing their work on passback maintenance and CTC PREPO maintenance support (Amentum Comments at 14, 19), the agency observed that Amentum's proposal failed to define or describe its “maintenance shop office” in a manner that would allow the agency to draw such a conclusion. See Amentum AR, Tab 72, Final Technical Evaluation Report at 7, 10; see *generally*, Amentum AR, Tab 52, Technical Proposal--Staffing and Management Plan; Tab 51, Attach. 0002, Staffing/Labor Mix Spreadsheet. Nevertheless, Amentum contends that its proposal generally indicated its commitment to the supervisory position descriptions in TD-06 and listed passback maintenance and CTC PREPO support as

two of the activities of the maintenance division. Amentum Protest at 34-36; Amentum Comments at 14-19. From these aspects of its proposal, Amentum argues that the agency should have been able to conclude that the [DELETED] shop supervisors Amentum assigned to its “maintenance shop office” would focus on passback maintenance and CTC PREPO. We find Amentum’s argument unavailing.

An offeror has the responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation’s requirements and allows for a meaningful review by the procuring agency. *Engineering Design Techs., Inc.*, B-408811.2, June 17, 2014, 2014 CPD ¶ 182 at 5. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. *Johnson Controls, Inc.*, B-407337, Nov. 20, 2012, 2012 CPD ¶ 323 at 3-4.

Here, it was Amentum’s responsibility to establish that its proposed staffing plan met the RFP’s requirements, including staffing of the shop supervisors in accordance with the key position descriptions specified in TD-06. Based on the record here, we find reasonable the Army’s conclusion that Amentum’s staffing approach as proposed in its staffing/labor mix failed to properly propose and identify the required key position of shop supervisors as required by the solicitation, and thereby failed to demonstrate an adequate understanding of the required effort.

Amentum also contends that the agency improperly double-counted its failure to align its shop supervisors with TD-06 by finding its proposal unacceptable under “two distinct evaluation criteria subfactors” or “two separate evaluation elements” under the staffing/labor mix element. Amentum Comments at 15; Amentum Supp. Comments at 6. While we disagree with Amentum’s characterization of the evaluation criteria with respect to the staffing/labor mix, we find that Amentum was not competitively prejudiced by any alleged “double-counting” by the agency in this regard.

The solicitation informed offerors that, “[i]n order to receive an overall Acceptable rating under the Technical Factor, an Acceptable rating must be received on all of the [listed] element[s].” RFP at 95. Even if Amentum is correct that each of the listed areas under the staffing/labor mix portion of the technical evaluation criteria constituted a separate evaluation element, a finding of unacceptable under one of those elements effectively rendered the proposal technically unacceptable overall.

Therefore, even if we were to agree with Amentum that the agency improperly counted its proposed staffing of shop supervisors as unacceptable for two separate elements, Amentum has not shown that it was competitively prejudiced by any such error. See *Technatomy Corp.*, B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 7 (determining that prejudice is an essential element of every 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 were arguably improper). Here, because we find that the agency reasonably evaluated Amentum’s staff/labor mix as technically unacceptable due to its failure to propose shop supervisor positions in accordance with the



solicitation, we accordingly find reasonable the agency's conclusion that Amentum's proposal was technically unacceptable overall.

Amentum further argues that the Army should have asked for clarifications instead of finding its proposal technically unacceptable based on what it alleges is a minor issue. Amentum Protest at 38. However, as an initial matter and as stated above, the burden of submitting an adequately written proposal falls on the offeror, and the offeror runs the risk that its proposal will be evaluated unfavorably when it fails to meet this burden. See *Engineering Design Techs., Inc., supra*. Additionally, the Federal Acquisition Regulation (FAR) defines clarifications as "limited exchanges" between the government and offerors that may occur when award without discussions is contemplated. FAR 15.306(a). While these limited exchanges allow offerors to clarify certain aspects of proposals or to resolve minor clerical errors, agencies have broad discretion as to whether to seek clarifications from offerors, and offerors have no automatic right to clarifications regarding proposals. See *STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240* at 8-9. Furthermore, clarifications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. *Id.* Here, we conclude that the Army was not required to seek clarification from Amentum because the issues to be addressed concerned material solicitation requirements, and therefore would have required Amentum to revise its proposal. Accordingly, we find no basis to sustain Amentum's challenge to the agency's finding that its technical proposal was unacceptable.

#### Evaluation of VS2's Technical Proposal

VS2 argues that the agency erred in its evaluation of its technical proposal. In this regard, VS2 argues that the agency unreasonably found VS2's organizational diagram to be unacceptable based on the placement of the key position of the Rotational Supply Support Activity (RSSA) supervisor. VS2 Protest at 26-29. VS2 contends that where the RSSA supervisor appears in its organizational diagram has no impact on its technical proposal. *Id.* at 26. The agency responds that it reasonably concluded that VS2's organizational diagram was technically unacceptable because its placement of the RSSA supervisor in the Central Issue Facility (CIF) was contrary to, and demonstrated VS2's lack of understanding of, the solicitation requirements. VS2 COS/MOL at 31-36.

As noted, under the technical factor, the RFP required offerors to propose a staffing and management plan that adequately details a realistic and feasible approach to delivering services required in the PWS, provided technical data, and attachments, specifically including TD-06, Key & Specified Non-Key Positions. RFP at 96. As part of the proposed staffing and management plan, the RFP required offerors to provide an organizational diagram to "depict a comprehensive organizational overview." *Id.* at 112. The RFP informed offerors that the organizational diagram would be evaluated on, among other things, whether it adequately identifies "leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful

oversight of each of the primary tasks areas identified in Section C-5 of the PWS.” *Id.* at 96.

Section C-5 of the PWS, in turn, detailed various task areas required under the solicitation. As relevant here, subsection 5.15 of the PWS was titled “Central Issue Facility (CIF)” and required the contractor to provide “core Organizational Clothing and Individual Equipment (OCIE) services.” VS2 AR, Tab 46, PWS at 43-44. Separately, PWS subsection 5.19, titled “Installation Supply Support Activity (Retail Supply Services),” required the contractor to provide “all required retail supply services,” and described these services as follows:

These services include *maintaining* signature cards, requisitioning, receiving, processing, supply discrepancy reports (SDR’s), issue, re-distribute, retrograde, care of supplies in storage (COSIS), *stock readiness*, processing Defense Logistics Agency Disposition Services (DLADS), withdrawals, maintaining hand receipt files of temporary loans, processing warehouse denials, turn-ins, complying with the Command Supply Discipline Program (CSDP) and operating the supply [Logistics Information Systems (LIS)] for supply management and reporting.

*Id.* at 45 (emphasis added).

In evaluating VS2’s technical proposal, the TET found that VS2 failed to adequately identify leadership positions responsible for performing successful oversight for each of the primary tasks areas identified in section C-5 of the PWS. VS2 AR, Tab 101, VS2 Final Technical Evaluation Report at 4. Specifically, the TET documents its findings as follows:

Upon reviewing Figure 2-3; the Organizational Diagram within its SMP, the offeror proposes the Rotational Supply Support Activity (RSSA) Supervisor as an element of the Central Issue Facility (CIF). TD-06 identifies the RSSA Supervisor as a standalone position. There is no relationship between the CIF and the RSSA. VS2’s proposed staffing for Supply is not feasible to successfully perform the workload.

*Id.* The TET also found that this staffing approach was carried through in VS2’s staffing/labor mix spreadsheet and noted that “VS2 proposes the Shop Supervisor identified in TD-06 for the Rotational Supply Support Activity (RSSA) under the Central Issue Facility (CIF) Annex on the Organizational Diagram . . . as well as in its Attachment 0002.” *Id.* at 8. The TET here noted that “[t]he RSSA supervisor description is related to a[] [Supply Support Activity (SSA)] support not the CIF workload” and again stated that “[t]here is no relationship between the CIF Annex and the RSSA for this requirement.” *Id.* Based on this finding, the TET concluded that “VS2 does not propose staffing that is realistic and feasible to successfully perform the specific workload requirement in TD-06/TD-01 Workload and the PWS requirements identified.” *Id.*

While VS2 raises several objections to the agency's conclusion, we find none of them to be meritorious. VS2 primarily disagrees with the TET's premise that RSSA supervisor duties are not related to the CIF or CIF annex function and argues that the RFP does not prohibit the RSSA supervisor being placed within the CIF annex. VS2 Supp. Protest at 7-9. VS2 contends that it is realistic and feasible for the RSSA supervisor to oversee the CIF annex function because the CIF annex is located close to where the RSSA would be located in North Fort Polk.<sup>6</sup> *Id.* at 9-11. VS2 further argues that OCIE handled at the CIF annex is part of the "supplies" for the rotational units and thus logically fits within the supervisory duties of the "*rotational supply*" support activity supervisor. *Id.* at 7-9; VS2 Supp. Comments at 3.

The record, however, supports the agency's finding that the duties of the RSSA supervisor as described in TD-06 do not logically encompass the operation of the CIF annex. While the RFP did not specifically prohibit offerors from placing the RSSA supervisor position within the CIF annex in their organizational diagrams, it did instruct offerors to adequately identify the leadership positions "responsible for performing successful oversight of each of the primary tasks areas identified in Section C-5 of the PWS." RFP at 96. As noted, section C-5 of the PWS set out two distinct task areas for the CIF function: one for the issuance of personal clothing; and another for the installation's supply support activity function. See VS2 AR, Tab 46, PWS at 43-47. The "rotational supply support activity" supervisor, as indicated in its position title as well as the description in TD-06, is a supervisor for supply support activity, albeit for the rotational units in North Fort Polk. See VS2 AR, Tab 65, TD-06, Key & Specified Non-Key Positions at 8. Reading these solicitation terms as a whole, we find reasonable the TET's conclusion that VS2's placement of the RSSA supervisor in the CIF annex was unacceptable.

We also disagree with VS2's argument that the proximity of the CIF annex to the RSSA makes it automatically "logical and efficient" for the RSSA supervisor to be placed at the CIF annex in its organizational diagram. VS2 Supp. Protest at 13. In fact, the map produced by VS2 to show this proximity actually appears to show that the RSSA is located at a set of buildings separate from (though close to) the CIF annex, which supports the TET's finding that "RSSA Supervisor [i]s a standalone position" to be identified in the organizational diagram as being responsible for providing supply support activity for rotational units, rather than assigned to the unrelated CIF function. VS2 AR, Tab 101, VS2 Technical Evaluation Report at 4; see VS2 Supp. Protest, exh. 119, Map of North Fort Polk. Moreover, even though VS2 now argues that placing the RSSA supervisor in the CIF annex in the organizational chart means that the RSSA supervisor will supervise the CIF annex function *in addition to* the RSSA function, "but was merely present in the CIF," no part of its technical proposal provided such clarifying information. VS2 Protest at 28; VS2 Supp. Protest at 11-13; see *generally*, VS2 AR, Tab 82, Staffing/Labor Mix; Tab 84, Staffing and Management Plan.

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<sup>6</sup> The PWS informed offerors that North Fort Polk's primary function is to support rotational and reserve component units. VS2 AR, Tab 46, PWS at 6.

As stated, an offeror has the responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency. *See Engineering Design Techs., Inc., supra.* An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. *Johnson Controls, Inc., supra.* On the record here, we find reasonable the agency's conclusion that VS2's organizational diagram failed to identify the leadership positions responsible for successfully overseeing each of the primary tasks areas identified in the PWS in accordance with the RFP's requirements. Because the RFP stated that a proposal must receive a rating of acceptable on all of the specified technical elements in order to have a rating of acceptable under the technical factor, we also find reasonable the agency's conclusion that VS2's proposal was technically unacceptable overall.<sup>7</sup> See RFP at 95. As a result, we deny this protest ground.

#### Challenges to Evaluation of Awardee's Proposal and Responsibility

Finally, both Amentum and VS2 contend that the agency unreasonably assigned a rating of substantial confidence to the awardee's past performance and erroneously found the awardee to be a responsible offeror. Amentum Protest at 39-45; VS2 Protest at 12-17. We dismiss these protest grounds because the protesters are not interested parties to challenge the agency's evaluation of the awardee's proposal or the agency's determination of the awardee's responsibility.

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<sup>7</sup> In its initial protest, VS2 also challenges the agency's finding that VS2's technical proposal incorrectly staffed its travel clerks and personnel relocation specialists. VS2 Protest at 19-23. The agency concedes in its report responding to the initial protest that it erred in its evaluation of VS2's technical proposal with respect to travel clerks and personnel relocation specialists. VS2 COS/MOL at 30. We find, however, that VS2 was not competitively prejudiced by the agency's error here because the agency has reasonably determined that VS2's proposal was technically unacceptable with respect to another, independent requirement of the solicitation, *i.e.*, identification of the key position of RSSA supervisor within its organizational diagram. *See Technatomy Corp., supra.*

In addition, VS2 also contends that the agency's admitted error is indicative of other, unspecified errors in the agency's evaluation of other offerors' technical proposals. See VS2 Supp. Protest at 16-17. We find that VS2's allegation in this regard, made without any supporting facts or legal basis, fails to state a legally sufficient ground of protest and is dismissed. 4 C.F.R. §§ 21.1(c)(4), 21.1(f); *see Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3 (our Bid Protest Regulations contemplate that a protester will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action).

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an “interested party” may protest a federal procurement. 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). A protester is not an interested party where it would not be in line for contract award were its protests to be sustained. See 4 C.F.R. § 21.0(a)(1); *P3I, Inc.; Quantech Services, Inc.*, B-405563.4 *et al.*, Aug. 6, 2015, 2015 CPD ¶ 333 at 15.

Here, the record reflects that there was at least one intervening offeror whose proposal the agency found to be technically acceptable with a rating of substantial confidence in past performance and a rating of acceptable in small business participation. Amentum AR, Tab 81; VS2 AR, Tab 110, Source Selection Decision Document at 5-6. Because the protesters have not challenged the agency’s evaluation of this intervening offeror, even if we were to sustain their challenges to the agency’s evaluation of the awardee, this intervening offeror, rather than the protesters, would be next in line for award. As such, since we find the agency reasonably found the proposals of Amentum and VS2 to be technically unacceptable, and because there was an offeror other than the awardee whose proposal was technically acceptable, we conclude that neither protester is an interested party eligible to challenge the evaluation of the awardee’s proposal or the awardee’s responsibility determination.

The protests are denied in part and dismissed in part.

Edda Emmanuelli Perez  
General Counsel