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# Decision

**Matter of:** Sancorp Consulting, LLC

**File:** B-422985.4; B-422985.5

**Date:** June 11, 2025

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Olivia L. Lynch, Esq., Cherie J. Owen, Esq., and Emily P. Golchini, Esq., Crowell & Moring LLP, for Arlo Solutions, LLC; and Jonathan D. Perrone, Esq., Joshua M. Sather, Esq., and Timothy J. Turner, Esq., Whitcomb, Selinsky, P.C., and Sharon O. Steele, Esq., Steele Law Offices, LLC, for Premier Enterprise Solutions, LLC, the intervenors. May Sena, Esq., and Stephan Piel, Esq., Department of Defense, for the agency. Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protests challenging the technical evaluation of first call order are denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protests of the evaluation of the second call order are dismissed where protester's quotation was technically unacceptable, and, as a result, protester is not an interested party to challenge the agency's evaluation or issuance of the second call order.
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## DECISION

Sancorp Consulting, LLC, a small business of Falls Church, Virginia, protests the issuance of orders to Premier Enterprise Solutions, LLC, a small business of Upper Marlboro, Maryland, and Arlo Solutions, LLC, a small business of Washington, D.C., under request for quotations (RFQ) No. HQ003424R0178, issued by the Department of Defense, Washington Headquarters Service (WHS), for technical, administrative, and professional support services. The protester challenges the agency's evaluation of quotations and the best-value tradeoff decisions for each call order.

We deny the protest.

## BACKGROUND

The agency issued the RFQ on May 23, 2024, under the General Services Administration Federal Supply Schedule (FSS) Professional Services - Business Services multiple award schedule contract. Agency Report (AR), Tab 14, RFQ at 3.<sup>1</sup> The RFQ, set aside for 8(a) small businesses and issued under Federal Acquisition Regulation (FAR) subpart 8.4, sought quotations to establish multiple award blanket purchase agreement (BPAs) with vendors to provide technical, administrative, and professional support services to the Office of the Under Secretary of Defense for Intelligent & Security (OUSD(I&S)) enterprise.<sup>2</sup> *Id.* at 3, 76. The solicitation anticipated establishing BPAs consisting of a base year and four 1-year option periods, and contemplated issuing orders against those BPAs on a fixed-price, labor-hour, or time-and-materials basis. *Id.* at 3. The “good faith estimate amount” for all BPAs is \$856 million. *Id.*

The RFQ provided a performance work statement (PWS) for the BPA’s general requirements, and specific PWSs for the two initial call orders that would be awarded concurrently with the establishment of the BPAs. AR, Tab 2a, BPA PWS; AR, Tab 11a, Call Order 1 (EXDIR) PWS; AR, Tab 11b, Call Order 2 (SASP) PWS. Under call order 1, the awardee is to provide services to the I&S Executive Directorate (EXDIR). AR, Tab 11a, EXDIR Call Order PWS at 1. With call order 2, the awardee will provide services to the Sensitive Activities & Special Programs (SASP) Office. AR, Tab 11b, SASP Call Order PWS at 1.

The solicitation advised that the “evaluation of the BPA will be based on the evaluation results for Call Orders 1 and 2,” and that while there may be multiple BPA’s established, there “will only be one awardee for each call order.” RFQ at 83. Call orders would be issued individually on a best-value tradeoff basis, considering the following evaluation factors: (1) technical; (2) past performance; and (3) price. *Id.* at 30-31. The possible adjectival ratings for the technical factor were outstanding, good, acceptable, marginal, and unacceptable. *Id.* at 89-90. Past performance would be evaluated and assessed a confidence rating of substantial, satisfactory, neutral, limited, or no, confidence. *Id.* at 90-91.

The technical factor was more important than the past performance factor, and the non-price factors, when combined, were significantly more important than price. *Id.* at 31. The solicitation provided that vendors must be evaluated as acceptable or higher for the

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<sup>1</sup> Citations to the record refer to the documents’ internal Adobe PDF pagination. Unless noted otherwise, reference to the RFQ is to the conformed version at tab 14 of the agency report.

<sup>2</sup> Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800.

technical factor and limited confidence or higher for the past performance factor under either of the call order evaluations to be eligible for a BPA. *Id.* at 85-87.

The agency received quotations from nine vendors by the July 17, deadline for receipt of quotations. Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 5. In September, WHS established a BPA with, and issued call order 1 (EXDIR) to, Comprehensive Approach LLC d/b/a Comprehensive Approach Solutions. COS/MOL at 5. At the same time, WHS established a BPA with, and issued call order 2 (SASP) to, Sancorp. *Id.* Following notification of the awards, Arlo and Premier filed protests with our Office, challenging the agency’s evaluation and award decisions. *Arlo Sols., LLC*, B-422985, B-422985.2, Oct. 16, 2024 (unpublished decision); *Premier Enter. Sols., LLC*, B-422985.3, Oct. 16, 2024 (unpublished decision). In response, the agency advised our office that it intended to take corrective action; specifically, the agency stated that it would terminate the BPAs and call orders, reevaluate quotations, and make new award decisions. *Id.* We dismissed the protests as academic on October 16. *Id.*

The agency summarized the results of the reevaluation as follows:

Call Order 1 (EXDIR)	Sancorp	Premier
Technical	Good	Outstanding
Past performance	Satisfactory Confidence	Satisfactory Confidence
Price	\$99,312,935	\$94,819,501

  

Call Order 2 (SASP)	Sancorp	Arlo
Technical	Outstanding	Outstanding
Past performance	Satisfactory Confidence	Satisfactory Confidence
Price	\$91,450,294	\$87,748,037

AR, Tab 45, Source Selection Decision Document (SSDD) at 21, 36.<sup>3</sup> The contracting officer, who was the source selection authority (SSA), determined that WHS would establish BPAs with four vendors, including Sancorp, Premier, and Arlo. COS/MOL at 6. Relevant here, the SSA found that Premier’s quotation represented the best value for the EXDIR call order, and that Arlo’s quotation represented the best value for the SASP call order, and the agency issued the orders accordingly. AR, Tab 45, SSDD at 35, 45. This protest followed.

## DISCUSSION

The protester challenges the agency’s evaluation of the firm’s quotations for the EXDIR and SASP call orders, Premier’s quotation for the EXDIR call order, and Arlo’s quotation

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<sup>3</sup> The final adjectival rating for Sancorp for the SASP call order is reflected in the technical evaluation report. AR, Tab 26, Sancorp SASP Technical Evaluation Board (TEB) Report at 1.

for the SASP call order.<sup>4</sup> Protest at 11-13, 26-32; Comments & Supp. Protest at 8-10, 13-15. Specifically, the protester contests the agency's assessment of a weakness in Sancorp's quotation under the technical factor for the EXDIR call order and contends that the agency should have identified technical weaknesses in Premier's quotation. Comments & Supp. Protest at 11-15. Sancorp also challenges the agency's evaluation under the technical and past performance evaluation factors and the agency's best-value tradeoff for the SASP call order. Protest at 26-32; Comments & Supp. Protest at 8-10, 15-18. Although we do not specifically address every issue raised, we have considered all of Sancorp's arguments, and we find no basis on which to sustain the protest.

### Call Order 1 (EXDIR)

Sancorp's protest of the EXDIR call order is focused on the agency's evaluation, under the technical factor, of its own, as well as Premier's, quotation.

#### Sancorp's Quotation

First, Sancorp contends that the agency "failed to consider parts of Sancorp's" technical quotation or "failed to adequately document the bases for their evaluation conclusions" in assigning a weakness in the evaluation. Comments & Supp. Protest at 13-15. The agency defends its evaluation of Sancorp's technical quotation as reasonable and consistent with the solicitation. COS/MOL at 9-19.

Under the technical factor, vendors were required to address, among other things, "an effective method to accomplish the critical tasks identified" from the PWS for the EXDIR call order. AR, Tab 12a, Call Order Instructions at 4. The RFQ specified three critical task areas for this call order, including task 5.1 (professional, policy, consulting, technical and analytical support). *Id.* Task 5.1 consisted of six support subtasks: (1) legislative research analysis; (2) policy analysis and technical services; (3) strategy and performance assessments; (4) data analysis; (5) research and business analysis; and (6) all source intelligence analysis. AR, Tab 11a, EXDIR PWS at 14-18.

The evaluators assessed a weakness in Sancorp's quotation for its technical approach to this critical PWS task. AR, Tab 25, Sancorp EXDIR TEB Report at 2. The evaluators found that Sancorp's quotation met the requirements for five of the six subtasks. *Id.* at 2-4. For the research and business analysis subtask, however, the evaluators were concerned that Sancorp's quotation "specifically [did] not clearly address the requirements to engage with experts from outside OUSD(I&S)." *Id.* at 3.

The evaluation of a vendor's quotation is a matter within the agency's discretion. *OBXtek, Inc.*, B-415258, Dec. 12, 2017, 2017 CPD ¶ 381 at 6. Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a

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<sup>4</sup> Sancorp does not challenge the establishment of the BPAs. Protest at 2. The protester's challenges pertain to the issuance of the two call orders. *Id.*

competition for the issuance of an order, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the solicitation's terms and applicable procurement laws and regulations. *AllWorld Language Consultants, Inc.*, B-414244, B-414244.2, Apr. 3, 2017, 2017 CPD ¶ 111 at 3. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Technology & Telecomms. Consultants, Inc.*, B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 4.

The protester maintains that the solicitation requires the contractor to "interface with experts across the Intelligence Community, U.S. Government, and external organizations to expand understanding of critical issues relevant to Great Power Competition, to include travel" and that its quotation addressed this requirement.<sup>5</sup> See AR, Tab 11a, EXDIR PWS at 17. Sancorp asserts that its quotation "explained its approach to coordination across various stakeholders external to the OUSD(I&S)." Comments & Supp. Protest at 14. The protester invokes two passages from its quotation that refer to Sancorp's work "ensuring the viability and reliability of the US Defense Industrial Base" and "how it had accomplished similar cross-collaboration on prior contracts." *Id.* Alternatively, the protester argues that the evaluators should have found that Sancorp's approach to a separate subtask--all source intelligence analysis--mitigated the effect of failing to address the interface required for research and business analysis. *Id.* at 15.

The agency explains that the protester's quotation--including the paragraphs invoked during the protest--sets forth Sancorp's "understanding" that cross-collaboration is required, but that the quotation did not actually describe a specific method to accomplish this critical task. COS/MOL at 14-15; AR, Tab 25, Sancorp EXDIR TEB Report at 3-4 (finding quotation "specifically does not clearly address the requirements to engage with experts from outside OUSD(I&S)"). Although, the agency acknowledged that Sancorp's quotation "partially cover[ed]" an approach to cross-collaboration under its response to another subtask (all source intelligence analysis), the evaluators found that this did not entirely mitigate the weakness from the missing detail in Sancorp's quotation. AR, Tab 25, Sancorp EXDIR TEB Report at 3-4. According to the evaluators, that portion of Sancorp's quotation only addressed the intelligence community rather than the broader universe of stakeholders, and it was "not clear to the Government how Sancorp would fully apply" the approach to research and business analysis. *Id.* at 4.

As our decisions have explained, it is a vendor's burden to submit a well-written quotation with adequately detailed information to meet the solicitation requirements, and to allow for a meaningful review by the procuring agency. *Innovative Mgmt. Concepts,*

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<sup>5</sup> Great Power Competition refers to an era of "intensified U.S. competition with China and Russia, as well as challenges by those two countries and others to elements of the U.S.-led international order established after World War II." Congressional Research Service, R43848, Great Power Competition: Implications for Defense--Issues for Congress 38 (2024).

*Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 7. While the protester expresses its opinion that its quotation adequately responded to the solicitation, the evaluators found otherwise, and disagreement with the evaluators' conclusions, without more, provides no reason for us to question the agency's evaluative judgments. *Id.* Further, although the protester asserts that the two cited portions of its quotation address the approach to broad-based cross-collaboration that the evaluators determined was missing, Sancorp does not explain how the quotation specified an approach rather than simply reiterating the firm's claims to experience.

Indeed, the only reference to cross-collaboration methods in this part of Sancorp's quotation is not a complete thought: "Team Sancorp will cooperate across EXDIR support efforts to ensure that contract support." AR, Tab 15, Sancorp Technical Quotations at 20. Nor does the protester identify any flaw in the evaluators' conclusion that Sancorp's specific discussion of interfacing with the intelligence community did not in fact expressly address similar interaction with the broader universe of stakeholders as required by the solicitation. Accordingly, we deny the protester's challenges to the evaluation of a weakness in the firm's quotation. See, e.g., *CACI, Inc.--Fed.*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9 (denying evaluation challenge where the protester simply held "a different opinion from the evaluators about the information in [the protester's] proposal"); *Innovative Mgmt. Concepts, Inc.*, *supra*.

Next, the protester contends that the agency should have assigned an adjectival rating of outstanding, rather than good, to Sancorp's quotation under the technical evaluation factor. Comments & Supp. Protest at 10. According to the protester, WHS was obligated to assign a rating of outstanding to Sancorp's technical quotation because the agency had identified multiple strengths--and only a single weakness--during the evaluation. *Id.*

We have consistently stated that the essence of an agency's evaluation is reflected in the evaluation record itself, not the adjectival ratings. *Stateside Assocs., Inc.*, B-400670.2, B-400670.3, May 28, 2009, 2009 CPD ¶ 120 at 9. Moreover, as a general matter, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *Science Applications Int'l Corp.*, B-407105, B-407105.2, Nov. 1, 2012, 2012 CPD ¶ 310 at 9. The relevant question here is not what adjectival rating should have been assigned by the agency, but whether the underlying evaluation is reasonable and supports the source selection decision. See *INDUS Tech., Inc.*, B-411702 *et al.*, Sept. 29, 2015, 2015 CPD ¶ 304 at 4.

In support of this challenge, the protester simply quotes the solicitation's definition of the pertinent adjectival ratings and argues that the strengths assessed to Sancorp's quotation "clearly aligned with the Outstanding rating criteria in the RFQ, rather than the Good rating that the [evaluators] assigned Sancorp." Comments & Supp. Protest at 10. The protester does not otherwise argue why the substance of its quotation merited a higher rating. In sum, the essence of Sancorp's challenge is not to the underlying evaluation but to the resulting adjectival rating. On this record, Sancorp's disagreement

with its rating does not provide a basis to conclude that the agency's evaluation was unreasonable. As such, this challenge is also denied. *Stateside Assocs., Inc., supra.*

#### Premier's Quotation

Sancorp also challenges the agency's evaluation of Premier's technical quotation for the EXDIR call order. According to the protester, the agency "missed flaws"--failures to comply with material solicitation requirements--in the awardee's quotation. Comments & Supp. Protest at 11-13. The agency responds that its evaluation was reasonable and consistent with the terms of the solicitation. Supp. COS/MOL at 15-24. While we do not address every assertion raised, we have reviewed all the arguments, and we discuss a representative example below.

Among the critical tasks identified for the EXDIR call order was PWS task 5.5 (administrative and human resources support). AR, Tab 12a, Call Order Instructions at 4. Under this task, subtask 5.5.2 (executive secretariat support), required records management liaison support for the "planning, development, and maintenance of a user-friendly, effective file system compliant with Department regulations." AR, Tab 11a, EXDIR PWS at 29. This was to include advising on "digitization" and maintaining "paperless archives." *Id.*

Premier's quotation addressed the administrative and human resources support task, identifying the following "four overarching needs" that shaped the firm's approach for all work, including electronic records: technical expertise, systems thinking, emotional intelligence, and reality testing. AR, Tab 27, Premier Technical Quotations at 15-16. Specific to the executive secretariat support, Premier acknowledges the need for personnel to have "a holistic sense" of the organization and applicable policies and procedures and discusses how it will apply its approach to records management. *Id.* at 17.

The protester contends the awardee's technical quotation fails to demonstrate "experience in maintaining and posting electronic archives" and does not specifically address National Archives and Records Administration (NARA) standards for such archives. Comments & Supp. Protest at 13. The agency responds that the evaluators reasonably found that Premier proposed a comprehensive technical approach to the executive secretariat support work, including electronic archives. Supp. COS/MOL at 21-22.

Here, the record reflects that WHS found that Premier's quotation met the requirements for this subtask. AR, Tab 36, Premier EXDIR TEB Report at 5. According to the evaluators, Premier's quotation detailed an adequate approach to the work. *Id.* Although the protester contends that the level of detail provided by Premier was inadequate, nothing in the solicitation required vendors to detail their experience performing similar requirements. Instead, the RFQ provided that vendors should describe "an effective method to accomplish the critical tasks" that evidenced understanding of the work required. AR, Tab 12a, Call Order Instructions at 4. While

the protester advocates that the task is better addressed by detailing experience and specifically naming NARA in its response, that opinion does not demonstrate that the awardee's approach was deficient with respect to meeting the requirements of the PWS. *Booz Allen Hamilton, Inc.*, B-422823, B-422823.2, Nov. 18, 2024, 2024 CPD ¶ 272 at 5 (denying protest alleging that awardee should have received weakness where the protester merely disagreed with the agency's assessment).

To the extent the protester's objection is that the contemporaneous record includes a very limited examination of Premier's approach to electronic records, our Office has consistently explained that agencies need not document all determinations of adequacy. *Allied Tech. Grp., Inc.*, B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13 (finding an agency is not required to document why a quotation did not receive a weakness for a particular item). This argument--and the similar arguments Sancorp raises about other elements of the awardee's quotation--are therefore denied.

#### Call Order 2 (SASP)

Sancorp also protests the issuance of the SASP call order to Arlo. The protester challenges multiple elements of the agency's evaluation of its own quotation and the quotation of the awardee under the technical and past performance evaluation factors, as well as the reasonableness of the best-value tradeoff. Protest at 26-32; Comments & Supp. Protest at 8-10, 15-18.

After submission of the agency report, the intervenor, Arlo, filed comments along with a request for dismissal of the protest arguments related to the SASP call order. Arlo argues that the protester's quotation for this call order is technically unacceptable and cannot form the basis for an award because Sancorp knew that one of its proposed key personnel became unavailable after quotations were submitted, but prior to the agency making award. Arlo Req. for Dismissal at 5-10. The agency subsequently filed a response in support of the intervenor's request for dismissal. Supp. COS/MOL at 3-4. For the reasons explained below, we find that dismissal is appropriate.

#### Key Personnel

When, as here, a solicitation requires resumes for key personnel, the resumes form a material requirement of the solicitation. *YWCA of Greater Los Angeles*, B-414596 *et al.*, July 24, 2017, 2017 CPD ¶ 245 at 4. Offerors are obligated to advise agencies of changes in proposed resources to satisfy material requirements, even after submission of proposals or quotations, including if an individual proposed for a key personnel position is no longer available. *Chenega Healthcare Servs., LLC*, B-416158, June 4, 2018, 2018 CPD ¶ 200 at 3 n.2. The duty to notify does not arise, however, if a vendor does not have actual knowledge of the employee's unavailability. *Ashlin Mgmt. Grp.*, B-419472.3, B-419472.4, Nov. 4, 2021, 2021 CPD ¶ 357 at 4-5. When an agency is notified of the withdrawal of a key person, the agency cannot proceed with award to that quotation. *Id.* Instead, the agency has two options: either reject the quotation as

technically unacceptable for failing to meet a material requirement, or open discussions with all remaining vendors to permit proposal revisions. *Id.*

Here, under the technical factor, the solicitation required offerors to propose individuals for nine key personnel positions including, as relevant here, staff officer (subject matter expert level IV). RFQ at 87; AR, Tab 11b, SASP PWS at 5-6. Vendors were required to submit resumes and letters of commitment for the identified key personnel. AR, Tab 12a, Call Order Instructions at 7-8.

Sancorp proposed an individual who we refer to as “X” for a staff officer key personnel position. AR, Tab 15, Sancorp Technical Quotations at 126. Sancorp submitted X’s resume, which explained that X had joined Sancorp in April 2024 and “currently supports OUSD(I&S)” under an incumbent effort. *Id.* Sancorp also submitted a letter of commitment signed by X, in which X agreed to work for Sancorp in the key personnel role in the event of award to the firm. AR, Tab 51, Sancorp BPA Quotation at 12. The evaluators assigned a strength to Sancorp’s quotation based on X’s qualifications for the key personnel role. AR, Tab 26, Sancorp SASP TEB Report at 11. Based, in part, on X and the other key personnel, the evaluators assigned an adjectival rating of outstanding to Sancorp’s quotation. *Id.* at 2.

Citing “public information,” the intervenor asserts that in February 2025, X “left the employment of Sancorp and began working for another company . . . as an Operations Officer/Research Analyst, rendering X unavailable to fill the key position for which Sancorp proposed him.” Arlo Req. for Dismissal at 4. Our Office directed Sancorp to respond to the intervenor’s request for dismissal. Electronic Protest Docketing System No. 38.

In its response, Sancorp confirms that X “resigned from Sancorp in February 2025” and provided a copy of X’s letter of resignation, dated February 7, 2025--before the agency issued the SASP call order at issue. Supp. Comments at 3; exh. B to Supp. Comments. Sancorp nonetheless contends that it did not have an obligation to inform the agency because the firm did not have actual knowledge of X’s unavailability. Supp. Comments at 2-3. Indeed, Sancorp argues:

Even where employees have resigned, retired, or otherwise left the contractor who proposed them as key personnel, absent notice that the employees were no longer available in case of award, GAO has held that no notice to the procuring agency is required.

*Id.* at 3 (citing *DZSP 21, LLC*, B-410486.10, Jan. 10, 2018, 2018 CPD ¶ 155 at 10). In this connection, the protester asserts that X had “left Sancorp amicably.” *Id.* According to the protester, because X “left Sancorp on good terms,” only if X affirmatively and specifically withdrew his letter of commitment or otherwise “indicate[d] that he was not available to perform if Sancorp won the award” would Sancorp have had actual knowledge of X’s unavailability. *Id.* at 3. Sancorp hints--without committing--that it would successfully rehire X if it received the SASP task order. *Id.* (“[X] did not withdraw

his letter of commitment or indicate that he was not available to perform if Sancorp won the award . . . and that letter of commitment remains valid to date.”).

Our Office has rejected arguments that a firm had actual knowledge of a proposed key individual’s unavailability where, notwithstanding resignation or retirement of key personnel, the protester advanced a credible basis to deny actual knowledge of unavailability. For example, in *Booz Allen Hamilton, Inc.*, B-422118.2, B-422118.3, July 30, 2024, 2024 CPD ¶ 184, we could not conclude that a firm had actual knowledge of unavailability of an individual proposed for a key personnel position that was employed by a proposed subcontractor. There, the firm did not receive direct notification of the individual’s retirement--instead, the subcontractor had separately provided reassurance of the continued availability of the individual. *Booz Allen Hamilton, Inc.*, *supra* at 8. In other instances, we did not find actual knowledge of unavailability where the proposed individuals themselves have reaffirmed their ongoing availability in statements submitted within the protest record. See, e.g., *DKW Commc’ns, Inc.*, B-414476, B-414476.2, June 23, 2017, 2017 CPD ¶ 206 at 9 (finding firm’s “belief regarding [individual’s] continued availability was a well-founded one, as it was based on information provided by [the individual] himself”). Similarly, in *DZSP 21, LLC*, we found no “evidence of an affirmative, material misrepresentation” of the continued availability of key personnel proposed despite employment changes where documents produced during the protest reflected that (1) the individuals did not advise the offeror of their unavailability (or employment changes); and (2) the individuals “all appear interested in assuming the positions for which they had been proposed.” *DZSP 21, LLC*, *supra* at 11-12.

By contrast, X was--as touted by Sancorp in its quotation--employed by Sancorp and performing on an incumbent effort at the time of quotation submission. AR, Tab 15, Sancorp Technical Quotations at 126. Sancorp itself received specific, direct communication of a significant change in X’s circumstances when X resigned his position with Sancorp on the incumbent effort while quotations were pending. Supp. Comments at 2; Supp. Comments, exh. B. That X had signed a letter of commitment in July 2024 when quotations were submitted, however, does not immunize Sancorp from any knowledge of unavailability, and does not provide a permanent and un rebuttable presumption of continued availability despite a change in circumstances. See *Booz Allen Hamilton, Inc.*, *supra* at 8. Here, the record reflects that X submitted a letter of resignation on February 7 and subsequently left Sancorp’s employ later that month. Supp. Comments, exh. B at 1 (resignation letter of X stating, “my last official day will be 14 February 2025”). Relevant here, the protester has not provided any evidence or statement from X, himself, reaffirming his availability or willingness to return to the firm to perform the key position for which he was quoted to perform by Sancorp. See, *DKW Commc’ns, Inc.*, *supra*. Consequently, we find unpersuasive the protester’s argument now that Sancorp lacked “actual knowledge” of the employee’s unavailability simply because X did not--after tendering his resignation--also affirmatively withdraw the letter of commitment X had signed months earlier. See *Ashlin Mgmt. Grp.*, *supra* at 5 (denying argument that awardee lacked “actual knowledge” of unavailability of individual

proposed as key personnel--despite individual's resignation--because individual could potentially be rehired).

As our decisions have found, because Sancorp had actual knowledge of the unavailability of X, the protester was obligated to advise the agency of the unavailability of the quoted key person, even after submission of quotations. *Chenega Healthcare Servs., LLC, supra*. Having failed to do so, Sancorp's quotation was rendered unacceptable and therefore, ineligible for award.<sup>6</sup> See *Orion Gov't Servs.*, B-422978, B-422978.2, Dec. 30, 2024, 2025 CPD ¶ 15 at 7.

#### Interested Party

Under the bid protest provisions of 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 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, 2021 CPD ¶ 125 at 5. A protester is therefore not an interested party if it would not be eligible to receive a contract award were its protest to be sustained. *Win Aviation, Inc.*, B-422037, B-422037.2, Dec. 21, 2023, 2024 CPD ¶ 12 at 6.

As discussed above, an unacceptable quotation cannot form the basis of award. *Paragon Sys., Inc.*, B-422828, B-422828.2, Nov. 19, 2024, 2024 CPD ¶ 283 at 10. Where, as here, the record reflects that the protester's quotation for the SASP call order was unacceptable, Sancorp does not qualify as an interested party to challenge other aspects of the agency's evaluation and selection decision with respect to the issuance of the SASP call order. *Orion Gov't Servs., supra* at 7. The challenges to the SASP call order are therefore dismissed.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>6</sup> Had Sancorp advised the agency of the unavailability of a key person, WHS would have been obligated to reject Sancorp's existing quotation as unacceptable, or open discussions with all vendors. *Ashlin Mgmt. Grp., supra* at 4-5. The agency confirms that it did not conduct discussions with any vendors at any point in the evaluation under this solicitation. Supp. COS/MOL at 3.