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Decision

Matter of: Meridian Knowledge Solutions, LLC

File: B-420906

Date: November 2, 2022

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James Y. Boland, Esq., and Allison M. Siegel, Esq., Venable LLP, for PowerTrain, Inc., the intervenor.

James Muetzel, Esq., Office of Personnel Management, for the agency.

Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest asserting that task order requirements are beyond the scope of the underlying indefinite-delivery, indefinite-quantity contract is denied where the record shows the services sought were reasonably encompassed within the contract's scope of work and the protester's allegations are based on facts not reflected in the record.
 2. Protester is not an interested party to challenge agency's award of a transition contract on a noncompetitive basis where the protester would be ineligible for award even if the protest was sustained and the contract was awarded on a competitive basis.
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DECISION

Meridian Knowledge Solutions, LLC, a small business of Arlington, Virginia, protests the issuance of a task order to PowerTrain, Inc., a small business of Landover, Maryland, by the Office of Personnel Management (OPM) under indefinite-delivery, indefinite-quantity (IDIQ) contract No. 24361820D0001, and protests OPM's award of a "follow-on" transition contract to PowerTrain on a sole-source basis. The protester asserts that the requirements of the task order are beyond the scope of the underlying IDIQ contract and also argues that the agency's award of a follow-on transition contract on a sole-source basis was improper.

We deny the protest.

BACKGROUND

Underlying IDIQ Contract

On February 28, 2015, OPM awarded a fixed-price IDIQ contract (2015 contract) to PowerTrain for services in support of the agency's USALearning (USAL) program¹ after competing the requirement as a total set-aside to small businesses under request for proposals (RFP) No. OPM2614R0023. Contracting Officer's Statement (COS) at 1; see Agency Report (AR), Exh. 1, 2015 Contract at 1; Exh. 2a, 2014 RFP at 1. The RFP sought support services for OPM's Government Online Learning Center, USAL Knowledge Portal, and e-training programs, with the capability to provide "various customized learning management systems to support multiple clients simultaneously." AR, Exh. 2a, 2014 RFP at 2. The RFP specified that the contractor would be required to "supply software and/or services with the capability of implementing, maintaining and servicing commercial off the shelf (COTS) learning management systems (LMS)." *Id.*

Among the services required under the RFP were: (1) learning management systems; (2) learning content management systems; (3) course development; (4) hosting; (5) help desk services; (6) online forums; (7) technical support; (8) technical training; (9) online assessments; (10) organizational needs assessment; and (11) strategic planning, conference coordination, and executive coaching. *Id.* at 4-6. For the LMS services, the solicitation described the requirement as follows:

This service is to design, develop, and implement a customized [LMS] for a client agency. This task will evaluate the optimal LMS solution, support establishing the agency-unique LMS site customized to . . . agency requirements, implementing custom workflow, loading historical training completions, users, and courses, and providing a real-time dashboard showing reports of user progress in a secure socket layer (SSL) encrypted environment. This area will also include customizations to existing systems and upgrades. The contractor must be capable of providing various customized learning management systems to support multiple clients simultaneously.

Id. at 4. The RFP also informed prospective offerors that the "requirements identified within each of the special areas reflect the majority of the activities anticipated under that specialty, but are by no means inclusive of all possible requirements within that area or under this solicitation." *Id.* at 11.

¹ OPM explains that the purpose of the USAL program "is to leverage simplified acquisition processes and allow agencies to expeditiously acquire a myriad of support services via Intra/Interagency Agreements under the authority of the Revolving Fund (5 USC 1304(e))." Services for Agencies--USALearning Overview, available at <https://www.opm.gov/services-for-agencies/center-for-leadership-development/usalearning/> (last visited Nov. 1, 2022). These services explicitly include "[c]ustomized learning management systems (LMS)" and "[l]earning content management systems . . . and associated services." *Id.*

The 2015 contract had an ordering period of one base year and four 1-year option periods. COS at 2; AR, Exh. 1, 2015 Contract at 49. OPM exercised all options, including an additional option for six months under Federal Acquisition Regulation (FAR) clause 52.217-8. COS at 2. The contract expired on August 27, 2020. *Id.*

On August 14, 2020, OPM awarded PowerTrain a follow-on, sole-source contract for the USAL program (the 2020 contract) with a period of performance of 12 months under the authority of FAR section 6.302-2, unusual and compelling urgency. COS at 3; see AR, Exh. 3, 2020 Contract at 3. In its justification for other than full and open competition (JOFOC), the agency stated that an unsuccessful arrangement with the General Services Administration for acquisition assistance caused a delay in the competitive procurement of a follow-on contract. AR, Exh. 4, 2020 JOFOC at 2. According to the agency, the sole-source award was necessary to ensure continuity of critical learning management system services provided to over 60 federal agencies through the USAL program. *Id.* at 1. The JOFOC described the services to be provided under the 2020 contract as within the scope of the 2015 contract without “any substantive additions and/or revisions to the competitively awarded IDIQ scope of work.” *Id.* at 2.

On March 31, 2021, OPM modified the 2020 contract to extend the ordering period for an additional 12 months. COS at 3-4. The agency determined that an extension of the sole-source contract was necessary because unforeseen delays had prevented OPM from competitively awarding the requirement prior to the expiration of the contract. AR, Exh. 6, 2021 JOFOC at 4. This second JOFOC for the 2021 modification listed a number of reasons for the delay, including: the COVID-19 pandemic; identification of several critical areas of cybersecurity concerns; and changes in priorities due to a transition to a new administration. *Id.* at 2-4. This modification extended the ordering period under the 2020 contract to August 27, 2022. AR, Exh. 8, 2021 Modification P00004 at 1.

On July 13, 2022, OPM posted a third JOFOC. The 2022 JOFOC announced OPM's intent to award a “transition contract” to PowerTrain on a sole-source basis while the agency completes its competitive procurement of the suite of services provided under the USAL program. Agency's Request for Dismissal, Aug. 15, 2022, at 5; see *generally*, Protest, exh. 1, JOFOC for Transition Contract. The transition contract would be awarded for a base ordering period of 12 months and two 1-year option periods. Protest, exh. 1, JOFOC for Transition Contract at 1. OPM states that it is in the process of competing the requirements covered by the current USAL contract as three separate solicitations. Agency's Request for Dismissal, Aug. 15, 2022, at 5. These solicitations cover three different areas of expertise: training and education support (OPM 24322622R0002), learning system licenses (OPM 24322622R0003), and integrated learning ecosystem support products and services (OPM SP-HRS-2266). *Id.*; see Protest exh. 1, JOFOC for Transition Contract at 3. The agency determined that a sole-source transition contract with PowerTrain for up to three years was necessary to continue serving OPM's customer agencies while OPM completes its competitive acquisitions and to ensure sufficient transition periods after making awards. *Id.* at 2.

Task Order for Department of Homeland Security (DHS)

As relevant to the timeliness of Meridian's protest, on July 18, DHS filed a notice of its decision to override the stay of performance under the Competition in Contracting Act of 1984 (CICA) in a separate protest, B-420150.4. See CICA Override, B-420150.4. In that protest, Meridian challenged DHS's cancellation of a solicitation for LMS services, as well as DHS's decision to enter into an interagency agreement (IAA) with OPM to obtain those services under the USAL program. *Meridian Knowledge Solutions, LLC, B-420150.4 et al.*, Aug. 25, 2022, 2022 CPD ¶ 215 at 4.² In the determination and findings for the CICA override, DHS stated its intent to enter into an IAA with OPM for the provision of LMS services through OPM's current 2020 IDIQ contract for the USAL program. See CICA Override, B-420150.4, at 5-6.

After learning of OPM's plans to issue a task order under the 2020 USAL IDIQ contract on behalf of DHS, as well as OPM's intent to award a transition contract to PowerTrain on a sole-source basis, Meridian filed this protest on July 25.

While the instant protest was pending, OPM issued task order No. 24361822F0046 to PowerTrain under the 2020 contract to deliver a talent development and training (TDT) solution to DHS.³ The TDT solution was designed and deployed to serve the training needs of DHS's Office of the Chief Human Capital Officer (OCHCO) by providing an LMS software-as-a-service (SaaS) solution and content repository capabilities. COS at 10; AR, Exh. 11, Task Order (TO) at 1; Exh. 13, TO Performance Work Statement (PWS) at 2. The task order contemplated that PowerTrain would deploy a minimum viable product to five DHS components: DHS headquarters; Cybersecurity and Infrastructure Security Agency; Federal Law Enforcement Training Centers; U.S. Citizenship and Immigration Services; and Secret Service. AR, Exh. 13, TO PWS at 2. OPM issued the task order on DHS's behalf pursuant to an IAA between the two agencies under OPM's statutory authority to provide training to other federal agencies on a reimbursable basis. See AR, Exh. 10, IAA at 6, 19; 5 U.S.C. § 1304(e)(1); 5 U.S.C. § 4116. The task order was issued for a period of performance of one year.

DISCUSSION

Meridian asserts two main grounds of protest. First, the protester contends that the LMS task order issued to PowerTrain exceeds the scope of the underlying IDIQ contract. Protest at 7-8. Second, Meridian argues that the agency's award of the

² While the instant protest was pending, our Office denied Meridian's protest in B-420150.4 *et al.*, finding that DHS's explanation for the decision to cancel the solicitation was reasonable, and that the IAA with OPM was authorized by statute. *Meridian Knowledge Solutions, LLC, B-420150.4 et al.* at 5-9.

³ In order to proceed with the issuance of the task order during the pendency of this protest, OPM also filed a notice of CICA override in this protest. See CICA Override.

sole-source transition contract to PowerTrain was improper and insufficiently justified.⁴ *Id.* at 8-11. For the reasons discussed below, we find no basis to sustain the protest.

Challenge to the Scope of the Task Order

Meridian contends that the task order OPM issued for PowerTrain to provide LMS services to DHS is outside the scope of the 2020 contract. Protest at 7-8. Specifically, the protester asserts that, under the task order, PowerTrain will purchase other LMS software to meet DHS's requirements and that this purchase is not contemplated by the scope of the underlying USAL IDIQ contract. *Id.* In this regard, the protester argues that the scope of the USAL contract, as originally competed and awarded, was limited to the contractor providing its own LMS solution and did not contemplate the contractor's purchase of any other LMS software without further competition.⁵ *Id.*; Protester's Comments at 8. OPM responds that the scope of the task order covers precisely the type of services contemplated by the scope of the USAL contract, both as competitively awarded in 2015 and as awarded as a sole-source contract in 2020. MOL at 5-8.

When a protester alleges that a solicitation would result in the issuance of a task order beyond the scope of the underlying contract, we review the protest in essentially the

⁴ The protester also raises other collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest.

⁵ OPM requests dismissal of this protest ground as untimely, arguing that Meridian knew or should have known the basis for its protest more than 10 days before its July 25 filing of this protest. Agency's Req. for Dismissal at 5-8; see 4 C.F.R. § 21.2(a)(2). In this regard, the agency contends that DHS informed Meridian of its plan to acquire LMS services through OPM's USAL program as early as May 17, when DHS canceled its own solicitation for LMS. Agency's Req. for Dismissal at 5-8; Agency Resp. to Protester's Opposition to Dismissal Req. at 4-6. The agency also argues that Meridian knew of this protest basis on June 23 at the very latest, when DHS filed the agency report in the B-420150.4 protest. *Id.*

The record shows, however, that DHS repeatedly and emphatically stated during that protest that it had not yet entered into an IAA with OPM. Indeed, in the June 23 DHS agency report that OPM cites as the basis for Meridian's knowledge, DHS stated that its "contracting officer has not made a final decision whether to enter into an IAA with OPM." DHS Memorandum of Law (MOL), B-420150.4, at 7. As late as July 15, DHS "reaffirm[ed] that it ha[d] not entered into the planned IAA with OPM." DHS Objection to Protester's Req. to Cite Materials in Multiple Protests, B-420150.4, at 1.

On this record, we agree with the protester that any protest filed based on the information in DHS's pleadings would have been speculative and premature as merely anticipating improper agency action. See *Intermarkets Global*, B-400660.10, B-400660.11, Feb. 2, 2011, 2011 CPD ¶ 30 at 4-5. Therefore, we conclude that Meridian's protest of the instant task order was timely filed within 10 days of July 18, when DHS filed the notice of its decision to override the CICA stay and definitively stated its intent to enter into an IAA with OPM to acquire LMS services.

same manner as those in which the protester argues that a modification is outside the scope of the contract. *Oracle America, Inc.*, B-420181, Nov. 30, 2021, 2021 CPD ¶ 378 at 4; *DynCorp Int'l LLC*, B-402349, Mar. 15, 2010, 2010 CPD ¶ 59 at 6. In determining whether a task or delivery order is outside the scope of the underlying contract, and thus subject to the requirement for full and open competition under CICA, our Office examines whether the order is materially different from the original contract, as reasonably interpreted. *American Systems Group*, B-415381, B-415381.2, Jan. 4, 2018, 2018 CPD ¶ 86 at 4.

Evidence of a material difference is found by reviewing the circumstances attending the original procurement, including any changes in the type of work, performance period, and costs between the contract as awarded and the task order solicitation, as well as whether the original solicitation effectively advised offerors of the potential for the type of orders issued. *Oracle America, Inc.*, *supra*; *Symetrics Indus., Inc.*, B-289606, Apr. 8, 2002, 2002 CPD ¶ 65 at 7. In other words, the inquiry is whether the order is one which potential offerors reasonably would have anticipated. *Id.*

Based on our review of the record here, we find that the scope of the underlying USAL IDIQ contract fully encompasses the services contemplated in the task order. The PWS for the contract stated that the mission of OPM's USAL program was to "provide[] educational and training services to approximately 40 agencies to satisfy their annual OMB mandated training requirements through the use of this shared environment to maximize the cost savings to the Government." AR, Exh. 3, 2020 Contract at 6. Moreover, the contract's statement of scope specifically provided that the "contractor must be capable of providing various customized learning management systems to support multiple clients simultaneously." *Id.*

The scope of the IDIQ contract covered a broad range of support services for OPM's government online learning center, USALearning Program Knowledge Portal, and e-training program, including without limitation: (1) LMS; (2) learning content management systems; (3) learning record data warehouse; (4) course development; (5) hosting; (6) help desk services; (7) online forums; (8) technical support; (9) technical training; (10) online assessments; (11) organizational needs assessment; and (12) strategic planning, conference coordination, and executive coaching. *Id.* at 6-9.

The service under the LMS category was described as follows:

This service is to design, develop, and implement a customized Learning Management System (LMS) for a client agency. . . . This area will also include customizations to existing systems and upgrades. The contractor must be capable of providing various customized learning management systems to support multiple clients simultaneously.

Id. at 7. Moreover, as relevant here, the contract stated as follows:

The contractor shall supply software and/or services with the capability of implementing, maintaining and servicing commercial off the shelf (COTS)

learning management systems (LMS); [t]he systems, currently operate in, but are not limited to, the following applications: Open Source (Moodle), COTS (Such as Cornerstone, SAP SuccessFactors, Sakai).

Id. at 9.

In our view, the stated scope of LMS services under the contract encompasses the requirements of the contested task order. As noted above, the PWS for the task order requires the contractor to design and deploy an LMS SaaS solution to serve DHS's training needs. AR, Exh. 13, TO PWS at 2. In its task order proposal, which was incorporated into the task order by reference, PowerTrain proposed to provide a "Government-to-Government USALearning (USAL) TDT solution and content repository capabilities" as the LMS to serve DHS's training needs. AR, Exh. 14, Task Order Proposal at 2. PowerTrain would "configure the USALearning (USAL) TDT as an enterprise-level solution to adhere to identified OCHCO functional requirements," envisioning that this "one-time implementation task will support establishing the personalized TDT Solution, Release 1.0; giving authorized OCHCO personnel [DELETED] to fully manage the solution." *Id.* at 4-5. PowerTrain's task order proposal also committed to deliver "[p]ersonalized TDT implementation to support up to [DELETED] accounts with [Federal Risk and Authorization Management Program⁶ (FedRAMP)] implementations of Production." *Id.* at 6. The task order also stated that the goal was for the minimum viable product solution to "go live within [DELETED] calendar days of Task Order award." *Id.*

These services and deliverables, as well as other tasks included in the task order, are precisely what is envisioned and described in the USAL IDIQ contract. *Compare* AR, Exh. 13, TO PWS at 3-8, *with* AR, Exh. 3, 2020 Contract at 6-16. The record thus confirms that the task order is within the scope of the contract. *See Erickson Helicopters, Inc.*, B-415176.3, B-415176.5, Dec. 11, 2017, 2017 CPD ¶ 378 at 7-8 (denying allegation that task order exceeded the scope of the underlying IDIQ contract where the underlying contract expressly provided for the task order services).

The protester argues that analysis of the scope of the task order should only consider the original solicitation for the USAL program as awarded in 2015, rather than the 2020 contract, because the 2020 contract was issued without competition on a sole-source basis as a follow-on to the 2015 contract. According to the protester, the 2015 contract did not advise offerors of the potential for the type of task order issued here and limited the scope of LMS services to the provision of one LMS solution developed and manufactured by the awardee. Protester's Comments at 8. We find the protester's argument to be without merit.

As an initial matter, we do not agree with the protester's premise that the relevant contract scope is that of the 2015 contract. Even though the 2020 contract was

⁶ FedRAMP is a governmentwide program that provides a standardized approach to security and risk for cloud technologies and federal agencies. See www.fedramp.gov (last visited Nov. 1, 2022)

awarded on a sole-source basis, Meridian has not asserted that it challenged the sole-source award at the time it was made. The instant task order was issued under the terms of the 2020 contract and, therefore, only the scope of the 2020 contract is relevant to our determination of whether the task order is within scope of the underlying IDIQ contract.⁷ Based on our review of the record, we find nothing in the terms of the 2020 contract that limit PowerTrain's provision of LMS software and services under the USAL program in the manner suggested by the protester.

Meridian also insists that the scope of the 2020 contract only included the provision of a single LMS solution to be designed and developed by the contractor. The protester bases this interpretation on the first line of the contract's description of LMS services-- "[t]his service is to design, develop, and implement a customized Learning Management System (LMS) for a client agency"--and the use of the term LMS in the singular tense in that sentence. Protester's Comments at 8; see AR, Exh. 3, 2020 Contract at 7. We find the protester's interpretation to be unreasonable.

Where a protester and agency disagree over the meaning of solicitation or contract language, we will resolve the matter by reading the solicitation or contract as a whole and in a manner that gives effect to all of its provisions. *Technica Corp.*, B-416542, B-416542.2, Oct. 5, 2018, 2018 CPD ¶ 348 at 11. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation, or contract, when read as a whole and in a reasonable manner. *TCG, Inc.*, B-417610, B-417610.2, Sept. 3, 2019, 2019 CPD ¶ 312 at 5; *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. Here, the protester's interpretation of the contract language is not reasonable.

Specifically, Meridian's argument ignores that the contract, in the very same paragraph cited by the protester, also states that "[t]he contractor must be capable of providing various customized learning management systems to support multiple clients simultaneously." AR, Exh. 3, 2020 Contract at 7. Moreover, other references to LMS in the contract consistently referred to LMS in the plural, *i.e.*, as "learning management systems." See *e.g.*, *id.* at 6, 9, 10, 16.

Here, we find that the contract language expressly advised offerors of the potential for the type of task order at issue here. In this regard, the contract requires the contractor to provide "software and/or services with the capability of implementing, maintaining and servicing commercial off the shelf (COTS) learning management systems (LMS)," customized to support multiple client agencies served by OPM's USAL program. *Id.* at 9. Accordingly, we find that the instant task order, for the provision of LMS software and services for DHS's training needs, is one which potential offerors responding to the 2014 RFP reasonably would have anticipated. See *Plateau Software, Inc.*, B-420579, June 14, 2022, 2022 CPD ¶ 148 at 5.

⁷ In any event, our review of the record shows that the scope of services described in the PWS of the 2015 contract mirrors, almost exactly to the letter, the scope of services described in the PWS of the 2020 contract under which the contested task order was issued. Compare AR, Exh. 1, 2015 contract at 36-51, with AR, Exh. 3, 2020 Contract at 6-22.

As part of its scope challenge, Meridian also asserts that PowerTrain is improperly using the 2020 contract to purchase other training software--specifically, Envisage Technologies' Acadis LMS--for DHS. Protester's Comments at 8-10. In making this allegation, the protester relies on an email from a U.S. Customs and Border Protection (CBP) employee and an announcement in an industry newsletter about LMS migration. *Id.* CBP's July 13 email ostensibly discussed CBP's effort to transition from Meridian's LMS to Acadis LMS. See Protest, exh. 3, CBP Email at 11. The excerpt from a July 2022 industry newsletter announced that the current Meridian LMS at the U.S. Immigration and Customs Enforcement (ICE) would be taken offline on September 15, 2022, and migrated to Acadis, which "will be up by mid-October." See Protester's Opposition to Dismissal Req., attach. 1, Excerpt from July 2022 Data Storm Newsletter.

The agency denies that OPM is using the USAL task order to acquire Acadis LMS for DHS and contends that CBP and ICE have other contractual arrangements to acquire Acadis. MOL at 4-5. In this regard, OPM points out that neither CBP nor ICE are DHS agencies included within the scope of the task order.⁸ *Id.* OPM also notes that results from searches in the Federal Procurement Data System and the USA Spending database show that both CBP and ICE have existing contracts with Envisage Technologies and, in the case of CBP, a current task order specifically for the Acadis software. See Agency Req. for Dismissal, exhs. 2, 3; Agency Resp. to Opposition to Dismissal, exh. 2.

On this record, we find the protester's allegations here to be without any factual or legal basis. First, as noted, the underlying contract does not limit the brand name or specific type of software the contractor may supply to meet the training needs of OPM's client agencies. Second, the issued task order does not indicate that PowerTrain will be purchasing the Acadis LMS to meet DHS's training needs. Rather, the task order specifies that PowerTrain will be customizing the existing USAL LMS to implement and deploy a minimum viable product within 90 days of task order issuance. See AR, Exh. 14, TO Proposal at 2; see *generally*, AR, Exh. 11, TO; Exh. 13, TO PWS.

Moreover, the protester has failed to present any evidence to support its allegation that, by issuing this task order, OPM is colluding with DHS to acquire Acadis LMS without competition. Government officials are presumed to act in good faith, and allegations of bias or bad faith must be supported by convincing proof, beyond mere inference and innuendo. *Peraton Inc.*, B-416916.5; B-416916.7, Apr. 13, 2020, 2020 CPD ¶ 144 at 9. We presume that the agencies involved here have acted in good faith, and the protester has not provided any evidence beyond mere inference indicating otherwise. Accordingly, we deny this protest ground.

Sole-Source Transition Contract

⁸ As noted, the task order required the contractor to provide the LMS SaaS to DHS headquarters, Cybersecurity and Infrastructure Security Agency, Federal Law Enforcement Training Centers, U.S. Citizenship and Immigration Services, and Secret Service. AR, Exh. 13, TO PWS at 2.

In addition to protesting the issuance of the task order under the existing USAL IDIQ contract, Meridian also challenges OPM's award of the 2022 transition contract to PowerTrain. Protest at 8-11. In this regard, the protester asserts that OPM failed to adequately justify the award of this contract on a sole-source basis. *Id.*

The agency and the intervenor request dismissal of this protest ground, arguing that Meridian is not an interested party to challenge the award of the sole-source transition contract. Agency's Req. for Dismissal at 8-10; Intervenor's Req. for Dismissal at 4-6. In this respect, the agency contends that Meridian, as an owner and provider of a single LMS solution, cannot provide the entire suite of training services required under the USAL IDIQ contract. Agency's Req. for Dismissal at 9. The intervenor, in turn, argues that, even if OPM were to compete the transition contract, Meridian would not have the qualifications to receive award since it is not able to "perform hundreds of governmentwide task orders for custom LMS solutions." Intervenor Resp. to Opposition to Dismissal Req. at 5. The intervenor also adds that the protester has not challenged the JOFOC-stated requirement for a FedRAMP-authorized contractor, even though Meridian is not currently FedRAMP authorized. *Id.* at 5-6. Therefore, the intervenor and the agency argue, Meridian would not be eligible to compete for the transition contract even if GAO were to sustain the protest, and thus is not an interested party. *Id.* at 6; Agency's Req. for Dismissal at 9.

The protester responds that it is an interested party to protest the sole-source award of the transition contract because the award would allow future task orders for DHS's LMS solution to be issued to PowerTrain without further competition. Protester's Opposition to Dismissal Req. at 10. In this regard, Meridian posits that it has an economic interest in future task orders for DHS's LMS that could otherwise fall within the scope of, and be issued under, the improperly awarded transition contract. *Id.* Meridian also argues that it could perform "several opportunities" under the IDIQ contract and partner with others to perform the remainder. *Id.* Moreover, the protester contends that the extension of the sole-source contract would further delay the next competitive procurement of LMS solutions for the USAL program, in which Meridian was promised an opportunity to compete. *Id.* at 11.

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). Determining whether a party is interested involves consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *DGCI Corp.*, B-418494, April 27, 2020, 2020 CPD ¶ 152 at 4; *Four Winds Servs., Inc.*, B-280714, Aug. 28, 1998, 98-2 CPD ¶ 57. A protester is not an interested party where it would not be eligible to receive a contract award were its protest to be sustained. *DGCI Corp., supra*; *International Training, Inc.*, B-272699, Oct. 2, 1996, 96-2 CPD ¶ 132 at 2.

As noted, in its JOFOC for the 2022 transition contract, OPM determined that PowerTrain is the only responsible source and no other supplies or services will satisfy agency requirements. See Protest exh. 1, JOFOC for Transition Contract at 1. In the JOFOC, OPM described its progress and delays in procuring the services for the USAL program under three separate competitive procurements and set out the need for the current incumbent contractor to provide continuity of services for the USAL program and transition assistance during and after the reprocurement process. *Id.* at 3. Particularly, OPM articulated its need for a contractor that currently possesses a FedRAMP moderate authorization and is able to maintain continuity of services for “Learning Management Systems (LMS) in over 60 agencies.” *Id.* at 1.

While Meridian asserts that the requirement for FedRAMP authorization is not a sufficient excuse for the delays resulting from a lengthy sole-source transition contract, the protester does not contend that OPM’s requirement for a FedRAMP-authorized contractor for the transition contract is otherwise improper. Protest at 9-11. And while Meridian asserts that the agency failed to consider why other FedRAMP-authorized offerors would not be able to meet the requirements, the protester concedes that it is not currently FedRAMP authorized and therefore is not an offeror that would be able to meet the agency’s requirements in this regard. See *id.* at 12-13; Protester’s Opposition to Dismissal Req. at 9-10. To the extent the protester argues that other offerors could meet the requirements, the protester is not an interested party to advance that argument on behalf of other offerors. See, e.g., *RELM Wireless Corp.*, B-405358, Oct. 7, 2011, 2011 CPD ¶ 211 at 2 (a protester is not an interested party where it would not be in line for award if its protest were sustained).

Moreover, Meridian does not allege that it would be a qualified prospective offeror for the entirety of the transition contract. Rather, the protester argues that Meridian, on the basis of being the incumbent provider of the single LMS solution currently serving DHS agencies, could meet *some* of the requirements of the transition contract “in partnership with others.” Protester’s Opposition to Dismissal Req. at 10. On this record, we find that the protester has not shown, or even alleged, that it is a prospective offeror that would be eligible to compete for an award of the transition contract. Cf. *InSpace 21 LLC*, B-410852, B-410852.3, Dec. 8, 2014, 2014 CPD ¶ 363 at 3 (“In the case of teaming arrangements, our Office has stated that, a joint venture, not any individual firm, is the appropriate interested party to protest the contracting agency’s action.”); *JRS Staffing Services*, B-414630, B-414630.2, July 28, 2017, 2017 CPD ¶ 250 at 8 n.10 (protester must assert direct prejudice on its own behalf, not indirectly on behalf of a hypothetical third party). Accordingly, because Meridian would not be eligible for contract award even if its protest is sustained, we conclude that Meridian is not an interested party to pursue a protest of the agency’s award of the transition contract on a sole-source basis. *DGCI Corp.*, *supra*; *RELM Wireless Corp.*, *supra*.

Where, as here, a protester’s interested party status is in question, the protester may not simply assert that it is an interested party. See *Latvian Connection, LLC*, B-410147, B-410149, Sept. 4, 2014, 2014 CPD ¶ 266 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. 4 C.F.R. §§ 21.0(a)(1); 21.1(c)(5);

21.1(i); see *Latvian Connection, LLC, supra* at 5. Based on the record before us, we find that the protester has not demonstrated that it is an interested party for purposes of filing a protest of the agency's noncompetitive award of the transition IDIQ contract.

The protest is denied.

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