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Decision

Matter of: Quality Technology, Inc.

File: B-420576.3

Date: June 30, 2022

Donald J. Walsh, Esq., RKW Law Group, for the protester.
David B. Dixon, Esq., Robert C. Starling, Esq., and Toghrul M. Shukurlu, Esq., Pillsbury Winthrop Shaw Pittman LLP, for Sparksoft Corporation, the intervenor.
William Shim, Esq., and Ethan Chae, Esq., Department of Health and Human Services, for the agency.
Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest allegations challenging agency's price evaluation are dismissed where certain arguments are untimely challenges to the terms of the solicitation and the remaining allegations fail to set forth a legally sufficient basis of protest.
 2. Protest arguing that a prior protest filed with our Office by another offeror constituted discussions with the agency, and the agency was therefore required to conduct discussions with all offerors as part of the agency's reevaluation of proposals, is dismissed as failing to set forth a legally sufficient basis of protest.
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DECISION

Quality Technology, Inc. (QuTech), a small business of Lanham, Maryland, protests the issuance of a task order to Sparksoft Corporation, a small business of Columbia, Maryland, under task order request for proposals (RFP) No. 75FCMC21R0042. The Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) issued the solicitation for information technology (IT) services. The protester challenges the agency's price evaluation, and contends that the agency engaged in unequal discussions.

We dismiss the protest.

BACKGROUND

On September 22, 2021, the agency issued the solicitation as a small business set-aside under the National Institutes of Health (NIH) Chief Information Officer Solutions and Partners 3 (CIO-SP3) governmentwide acquisition contract (GWAC). Req. for Dismissal, exh. 1.1, RFP at 1; exh. 1.3, Proposal Instructions and Evaluation Factors for Award at 2.¹ The solicitation sought proposals for operation of an IT service desk--referred to as the "Marketplace Service Desk"--which provides assistance to various users and stakeholders of IT systems related to the Patient Protection and Affordable Care Act of 2010.² Req. for Dismissal, exh. 1.2, Performance Work Statement (PWS) at 5. QuTech is the incumbent provider of the solicited services. Protest at 2.

The solicitation contemplated use of a two phase best-value tradeoff source selection process, in which the non-price factors combined were significantly more important than price, resulting in issuance of a single fixed-price task order with a 1-year base period and four 1-year option periods. Req. for Dismissal, exh. 1.3, Proposal Instructions and Evaluation Factors for Award at 2-3, 11. The solicitation established the following four non-price evaluation factors: (1) corporate experience; (2) service level agreements; (3) section 508 accessibility³; and (4) conflicts of interest. *Id.* 11-12. In phase 1 the agency would evaluate factor 1--corporate experience, and in phase 2 it would evaluate factor 2--service level agreements. *Id.* at 6-7, 12. The solicitation established that the corporate experience factor was significantly more important than the service level agreements factor. *Id.* at 12. The solicitation further provided that the agency would evaluate section 508 accessibility and conflicts of interest "for compliance and acceptability." *Id.* With respect to price, the solicitation set forth that the agency would "evaluate the Offeror's Business (Price) Proposal using the price analysis techniques described in [Federal Acquisition Regulation (FAR)] 15.404-1(b)," which relate to determining whether a proposal offers a fair and reasonable price. *Id.*; see FAR 15.404-1(b)(2) ("The Government may use various price analysis techniques and procedures to ensure a fair a reasonable price.").

On February 28, 2022, after evaluation of initial proposals, discussions, and evaluation of revised proposals, the agency issued an order to QuTech. Req. for Dismissal at 2; see Resp. to Req. for Dismissal, exh. 1 at 59-61 (reflecting discussions and submission

¹ Citations are to documents' Adobe PDF pagination.

² Although the procurement at issue here was a task order competition under the NIH CIO-SP3 GWAC, which is a multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract, the agency issued the solicitation as an RFP, rather than as a request for quotations, and refers to the submission of proposals from offerors instead of quotations from vendors. For consistency and ease of reference to the record, we do the same.

³ Though not at issue in this decision, section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies' electronic and information technology be accessible to people with disabilities. See 29 U.S.C. § 794d.

of revised proposals from Jan. 4-Feb. 7). Two unsuccessful offerors protested the agency's source selection decision with our Office. Req. for Dismissal at 2. In response to the protests, the agency notified our Office of its intent to take corrective action, and, as a result, we dismissed the protests as academic. *Ventech Solutions, Inc.*, B-420576, Mar. 28, 2022; *Sparksoft Corp.*, B-420576.2, Mar. 28, 2022 (unpublished decisions). Following our dismissals, the agency implemented its corrective action by reevaluating proposals and making a new source selection decision. Req. for Dismissal at 3. The agency's corrective action did not include an opportunity for offerors to submit revised proposals nor were discussions reopened. *Id.* After completing the reevaluation, the agency, on May 2, issued the task order to Sparksoft in the amount of \$31,170,322.⁴ *Id.*; Notice of Award at 2. This protest from QuTech followed.

DISCUSSION

QuTech argues that the agency's price evaluation was flawed because the agency did not "normalize" offerors' pricing when comparing the proposal from non-incumbent Sparksoft, which included a 3-month transition-in period, to the incumbent QuTech's proposal, which did not include a transition-in period. Protest at 7. Further, QuTech contends that the agency failed to make adjustments to Sparksoft's pricing "or to undertake a realistic analysis of Sparksoft's ability to achieve its proposed goals" in light of surge requirements necessitated by the shift in award date resulting from an amendment to the solicitation. *Id.* at 8. Finally, QuTech maintains that the agency's consideration of the arguments presented in Sparksoft's protest challenging the initial award to QuTech constitute discussions, which the agency conducted unequally with only Sparksoft. For the reasons explained below, we dismiss each of QuTech's arguments. *Id.* at 10.

Comparison of Offerors' Proposed Prices

As relevant here, the solicitation provided that, for "non-incumbent contractors only," the base year of the contract would consist of a 3-month transition-in period followed by a 9-month period of "full performance." PWS at 6. The solicitation set forth several tasks that a non-incumbent contractor would be required to perform during the transition-in period. *Id.* at 17-18. As a result of these provisions, QuTech contends that "[n]o one can dispute that the proposals presented by QuTech and Sparksoft priced different costs for the initial year of the contract." Protest at 7. QuTech maintains that had the agency adjusted for the difference between QuTech proposing 12 months of full performance pricing versus Sparksoft proposing only 9 months of full performance pricing, "it is highly likely QuTech would have been the lower priced offer[or]," resulting in a different best-value tradeoff. *Id.* QuTech argues that "[i]t is inescapable to conclude anything other than the offerors were not treated equally here and QuTech

⁴ As the value of the protested task order exceeds \$10 million, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(B)(2).

was proposing to an entirely different effort than the remainder of the offerors.” *Id.* at 7-8. Further, QuTech claims that “[w]ithout any effort by [the agency] to normalize the pricing and compare any price differences, it [was] impossible [t]o do a proper price realism effort or conduct a meaningful best value analysis.” *Id.* at 8.

The agency requests that we dismiss this protest argument as an untimely challenge to the terms of the solicitation. Req. for Dismissal at 3-4. The agency explains that the language specifying that the base year would be broken into separate transition and full performance periods only for non-incumbent offerors was added by solicitation amendment 4.⁵ *Id.* at 4. Specifically, amendment 4 stated that the PWS was being modified to indicate that “only non-incumbents are to provide three months of transition in services followed by nine months of full services in the base year.” Resp. to Req. for Dismissal, exh. 1, RFP amend. 4 with accompanying Email Exchange between Agency and QuTech at 1. Thus, the agency argues, to the extent QuTech “believed that such [an] evaluation scheme was improper” it was required to protest prior to the time set for receipt of proposals. Req. for Dismissal at 4.

QuTech responds that it “has not protested or claimed that the Solicitation terms were improper or unfair.” Resp. to Req. for Dismissal at 2. QuTech contends that it “was justified in expecting that the best value determination and price comparisons necessary to that effort would still consider offerors on equal terms,” and that it “had no cause to believe that its proposal would not be considered on equal terms with the consideration of other proposals even though the pricing demanded by the Agency was different.” *Id.* QuTech maintains that as the solicitation was not “ambiguous or uncertain” the agency’s direction “was not protestable” because “the Agency would, consistent with performing an accurate best value assessment, be expected to normalize the costs of all offerors for the comparative analysis in assessing best value.” *Id.* QuTech argues that it is the agency’s failure “to make any fair comparison of the proposals” that it is protesting, not the terms of the solicitation. *Id.* at 3. In making this argument, however, QuTech contends that the solicitation terms “failed to create an evaluation scenario where the comparison [of proposals] could be done in any meaningful manner.” *Id.*

Our Bid Protest Regulations require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). While QuTech styles its protest as a challenge not to the terms of the solicitation, but to the application of those terms, we find this characterization unpersuasive. As recognized by QuTech, the requirement for non-incumbent and incumbent offerors to submit different pricing for the base year was apparent from the face of the solicitation. Thus, to the extent that QuTech considered this requirement to be improper because it created an evaluation scenario under which proposals could not be compared “in any meaningful manner,” it was required to raise

⁵ The agency established February 7, 2022, as the due date for receipt of revised proposals in response to solicitation amendment 4. Resp. to Req. for Dismissal, exh. 1, RFP amend. 4 with accompanying Email Exchange between Agency and QuTech at 1, 60.

the matter prior to the time set for receipt of revised proposals in response to solicitation amendment 4. 4 C.F.R. § 21.2(a)(1); see e.g., *Ashlin Mgmt. Group*, B-419472.3, B-419472.4, Nov. 4, 2021, 2021 CPD ¶ 357 at 8-9 n.8 (dismissing as untimely protester's argument that the solicitation failed to include a required FAR provision, notwithstanding the protester's representation that it assumed the agency obtained a FAR deviation because "agencies are presumed to act in good faith, and it did not anticipate that the agency was choosing not to amend the solicitation in willful violation of the FAR"); *Trade West Constr., Inc.*, B-418252, Dec. 10, 2019, 2019 CPD ¶ 421 at 6 (dismissing as untimely protester's argument that a qualification requirement included in the solicitation violated an applicable statute, notwithstanding the protester's representation that it "did not reasonably anticipate that the Agency was adopting a requirement clearly in violation of [statute]"). Here, having waited to raise this matter until after the time set for receipt of revised proposals and after award, the protest argument arising from the alleged solicitation impropriety is untimely and is dismissed.

Assessment of Risk Associated with Awardee's Proposed Price

QuTech next challenges the agency's price evaluation, contending:

Because of the shift in award date due to Amendment 4 and the previous protest, no adjustments were made by [the agency] to adjust the pricing of Sparksoft to cover the surge requirements or to undertake a realistic analysis of Sparksoft's ability to achieve its proposed goals resulting in an unfounded assessment of Sparksoft's risks.

Protest at 8. QuTech notes the solicitation advised offerors that there were annual surge requirements the successful offeror would need to meet from September 1 through November 15. *Id.*; see also PWS at 11. QuTech argues that the protested task order's issuance in May 2022 coupled with the solicitation's requirement for a 3-month transition-in period will result in Sparksoft "still [being] in transition mode at the time these surge requirements occur." Protest at 9. QuTech argues that "[i]t is unreasonable to believe that any contractor which will be transitioning into the contract can achieve the [service level agreements] noted in its proposal in an environment in which it never has worked and while the contract requirements are in surge mode." *Id.* QuTech maintains that it was unreasonable for the agency not to consider this risk in making its source selection decision. *Id.*

QuTech further asserts that its incumbent contract was modified to add requirements during the period between when the solicitation was originally issued and when final proposals and pricing were submitted. Protest at 9. QuTech maintains that because Sparksoft was unaware of the changes to the incumbent contract, Sparksoft "did not bid a realistic price since it did not include pricing for each of these new components of the program." *Id.* QuTech argues that "[n]ot including these requirements as part of the pricing rendered Sparksoft's pricing inherently flawed and an inherent higher risk and cost once these components were included." *Id.*

The agency requests that we dismiss these protest arguments. Req. for Dismissal at 6-8. The agency represents that the solicitation at issue here contemplated issuance of a fixed-price task order and did not provide for a price realism evaluation. *Id.* at 5. Further, the agency contends that the protester's argument that the solicitation no longer accurately reflected the agency's requirements due to modifications to QuTech's incumbent contract is an untimely challenge to the terms of the solicitation. *Id.* at 6.

QuTech responds that it is challenging the agency's assessment of confidence levels under the solicitation's non-price evaluation factors. Resp. to Req. for Dismissal at 6. In support of its response, QuTech cites to language in the solicitation that provided the agency would "perform an analysis of the offeror[s'] proposals on a factor-by-factor basis, *noting the areas that increase or decrease confidence* of each proposal and assigning each proposal a 'Confidence Level'." Resp. to Req. for Dismissal at 6, *citing* Req. for Dismissal, exh. 1.3, Proposal Instructions and Evaluation Factors for Award at 11. QuTech contends that because the solicitation defined confidence levels as taking into consideration the extent to which an offeror understood the requirements, proposed a sound approach, and would be able to perform successfully, the agency was required to assess the risks inherent in each proposal. *Id.*

Our regulations require that a protest include a detailed statement of the legal and factual grounds for protest, and that the stated grounds be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f), 21.5(f). These requirements contemplate that protesters 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. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3.

Here, as an initial matter, we note that the factual foundation of QuTech's first argument--that the agency unreasonably failed to adjust Sparksoft's pricing to account for the firm still being in transition mode at the time the surge requirements begin on September 1--is contradicted by the record. The agency represents, and QuTech acknowledges, that the protested task order was issued to Sparksoft on May 2. Req. for Dismissal at 3; Protest at 1. Three months from May 2 is August 2--that is, Sparksoft will have completed its transition-in period and been fully performing for almost a whole month before the surge requirements begin on September 1--contrary to QuTech's claim.

Similarly, another basis for QuTech's first and second arguments also is belied by the record--that is, QuTech's assertion that it was unreasonable for the agency not to assess whether Sparksoft's proposed price was unrealistic or indicated a performance risk. This contention is not supported by the terms of the solicitation, which neither required, nor permitted the performance of, a price realism evaluation.

We also find that the arguments presented in its response to the agency's dismissal request differ from the argument QuTech presented in its protest. In its protest, QuTech specifically challenged the price evaluation as being flawed because it failed to take into account various risks associated with Sparksoft's pricing, which QuTech maintains was

not realistic.⁶ Protest at 5-6, 8-10. In responding to the agency's request for dismissal, QuTech attempts to recast its arguments as being a challenge to the agency's evaluation under the non-price factors. We find the attempt unpersuasive. QuTech's response to the agency's dismissal request ignores the plain language of the firm's initial protest submission, and, instead, substitutes a new argument based on the solicitation's provisions related to the agency's assessment of confidence levels in proposals. Notwithstanding QuTech's attempt, arguments--such as those included in QuTech's protest--that an agency did not perform an appropriate analysis to determine whether prices indicate that there may be a risk of poor performance, concern price realism.⁷ *SDV Solutions, Inc.*, B-402309, Feb. 1, 2010, 2010 CPD ¶ 48 at 4.

Generally, for fixed-price contracts or orders, an agency may conduct a price realism analysis for the limited purpose of assessing whether an offeror's low price reflects a lack of technical understanding or risk. FAR 15.404-1(d)(3). The agency may do so, however, only when offerors have been advised that the agency will conduct such an analysis. *PricewaterhouseCoopers Public Sector LLP*, B-415129.3, July 31, 2018, 2018 CPD ¶ 272 at 2. Absent a solicitation provision advising offerors that the agency intends to conduct a price realism analysis, agencies are neither required nor permitted to conduct such an analysis when awarding a fixed-price order. *Id.* Here, the record reflects that the solicitation did not provide for a price realism analysis, and, as such, the agency was neither required nor permitted to conduct one. Accordingly, QuTech's assertion that the agency failed to consider the risk associated with Sparksoft's unrealistic price does not state a valid basis for protest. See e.g., *id.* at 3 (dismissing as

⁶ For example, QuTech asserts:

Without this information and associated pricing, any pricing provided by these offerors could not be considered realistic for the effort required under the [RFP] because it did not include all contractual cost elements as part of the solicitation. No price from any other offeror could have been realistic for the effort sought by CMS.

Protest at 5.

⁷ Further, QuTech's presentation of a wholly new argument in its response to the agency's dismissal request is untimely. Our regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *CapRock Gov't Sols., Inc., et al.*, B-402490 *et al.*, May 11, 2010, 2010 CPD ¶ 124 at 24. Our Office will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. *Alfa Consult S.A.*, B-298164.2, B-298288, Aug. 3, 2006, 2006 CPD ¶ 127 at 3. Here, QuTech was aware of the terms of the solicitation at the time it submitted its protest, yet it failed to present this argument based on the solicitation's confidence level provisions until it responded to the agency's dismissal request. Accordingly, that allegation is untimely and will not be considered. *Id.*; 4 C.F.R. § 21.2(a)(2).

failing to state a valid basis of protest price realism challenges where solicitation neither required nor permitted such an evaluation); *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 12 (where solicitation was for a fixed-price task order, dismissing protester’s allegations regarding risk inherent in awardee’s approach notwithstanding protester’s contention that it was challenging the technical evaluation rather than making a price realism argument).⁸

Unequal Discussions

In addition to its price evaluation challenges, QuTech contends that the agency engaged in unequal discussions. Specifically, QuTech maintains that Sparksoft used the protest it filed challenging the agency’s initial award to QuTech “as a means of promoting and explaining its offer, the fairness of its pricing and touting its abilities,” and that “[i]n doing so, [Sparksoft] engaged in discussions with [the agency].” Protest at 10. QuTech argues that the agency’s “consideration of Sparksoft’s Protest and arguments as part of the reevaluation of all proposals unduly prejudiced QuTech which was not afforded the same opportunity to expound on its proposal effort.” *Id.*

The agency requests that we dismiss this protest argument for failing to state a valid factual or legal basis. Req. for Dismissal at 9. Specifically, the agency contends that “[c]ontrary to the Protester’s allegation, the GAO Bid Protest process does not automatically require that the Agency conduct discussions with every offeror upon receipt of a protest.” *Id.* at 10. The agency represents that it did not reopen discussions during implementation of its corrective action, nor did it permit offerors to submit proposal revisions. *Id.* at 2. Further, the agency argues that QuTech’s “baseless and illogical argument would lead to an absurd result where an agency is required to essentially restart the solicitation process upon receipt of any protest.” *Id.* at 10. Thus, the agency maintains that QuTech’s argument should be dismissed because “[t]he protester failed to provide any legal justification to illustrate why the Agency was required to open discussions with all offerors upon receipt of the Sparksoft’s protest.” *Id.*

QuTech responds that, as reflected in the debriefing it received after issuance of the protested task order, “the Agency clearly used Sparksoft’s protest as additional

⁸ To the extent QuTech’s representations regarding the modifications to its incumbent contract are meant to allege that the solicitation no longer accurately represented the needs of the agency, we find such an argument untimely. As noted above, our regulations require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1). Here, QuTech acknowledges that it was aware of the purported changes to the agency’s requirement before final proposals and pricing were submitted in response to solicitation amendment 4. Protest at 9. QuTech failed to raise the issue prior to the time set for receipt of revised proposals, however, and any attempt to do so now is untimely.

information to impact its corrective action and re-evaluation of offerors.” Resp. to Req. for Dismissal at 8. QuTech represents that the agency indicated in the debriefing that it had “lowered the corporate experience score [assigned to QuTech’s proposal] upon reexamination,” yet “QuTech did not become less experienced during that time,” rather, “the only thing that changed was that the Agency read a 30 page protest criticizing QuTech’s experience and how it was evaluated.” *Id.* Similarly, QuTech contends that the agency also “undeniably used the protest to increase the scoring of Sparksoft’s proposal.” *Id.* QuTech argues that “[b]ecause Sparksoft’s protest[,] including its arguments and presentation about its perceived superiority[,] were considered by the Agency during the Agency’s reconsideration of the offers, Sparksoft was undeniably provided with an opportunity to expound on the acceptability of its proposal in a manner not provided to QuTech.” *Id.*

As an initial matter, we note that, notwithstanding its contentions regarding the agency’s reliance on Sparksoft’s prior protest to adjust the scores assigned to proposals under the non-price factors during its reevaluation, QuTech has not challenged the agency’s reevaluation of proposals under any of the non-price factors.⁹ For example, despite maintaining that the agency improperly relied upon the protest as unequal discussions with Sparksoft to change the score assigned to QuTech’s proposal under the corporate experience factor, QuTech does not argue that the score assigned to its proposal following reevaluations was unreasonable, inconsistent with the solicitation terms, or otherwise improper.

Turning to the substance of QuTech’s contention that Sparksoft’s prior protest constituted discussions, for the reasons discussed below, we find no basis to consider the merits of QuTech’s argument. The FAR describes a range of exchanges that may take place when an agency decides to conduct exchanges with offerors during negotiated procurements.¹⁰ FAR 15.306. In this context, our Office has explained that

⁹ To the extent QuTech’s argument may be read as a challenge to the agency’s reevaluation of proposals resulting in the assignment of different point scores than were assigned during the initial evaluations, QuTech asserts as the basis for its argument information learned during its May 6 debriefing. Resp. to Req. for Dismissal at 8; Protest at 1. QuTech raised these contentions for the first time, however, in its May 27 response to the agency’s dismissal request. As this was more than ten days after QuTech knew or should have known this particular basis of protest, the argument is untimely. 4 C.F.R. § 21.2(a)(2). Moreover, decisions of our Office have consistently explained that the fact that a reevaluation of proposals after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, because it is implicit that a reevaluation can result in different findings and conclusions. *Battelle Memorial Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 11.

¹⁰ The agency conducted this procurement as a task order competition under FAR part 16. As a general rule, the regulations concerning discussions under FAR part 15 do not govern task and delivery order competitions conducted under FAR part 16.

discussions occur when the government communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal, or provides the offeror with an opportunity to revise or modify its proposal. *Gulf Copper Ship Repair, Inc.*, B-293706.5, Sept. 10, 2004, 2005 CPD ¶ 108 at 6. Here, QuTech does not allege that, during the reevaluation of proposals, the agency communicated with Sparksoft, at all, or that the agency permitted Sparksoft the opportunity to revise or modify its proposal. Rather, QuTech contends that it was Sparksoft that engaged in discussions with the agency, simply by submitting a protest to our forum.

Our regulations require protests to set forth a legally sufficient basis for protest, and contemplate that we will dismiss any protest that fails to include such a legally sufficient basis. 4 C.F.R. §§ 21.1(c)(4), (f), 21.5(f). *Tasi, LLC*, B-418168.2, Mar. 2, 2020, 2020 CPD ¶ 92 at 3. Here, not only does the protester fail to allege that the agency communicated with Sparksoft about the firm's proposal--or that the agency permitted Sparksoft to modify its proposal--but QuTech also does not point to any procurement statute or regulation to support its contention that the submission of a protest amounts to discussions with the agency. Nor are we aware of any such legal authority. As there is no legal support for QuTech's faulty premise that a protest filed in our forum constitutes discussions, we find that the firm's unequal discussions argument fails to set forth a legally sufficient basis for protest, and this allegation is dismissed. See e.g. *Tasi, LLC, supra* at 3 (dismissing protester's contention that the Department of Veterans Affairs was required to terminate supply contracts with AbilityOne nonprofit agencies and instead procure the required supplies from service-disabled veteran-owned small businesses because there was "no legal support for [the protester's] incorrect premise").

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

Peraton Inc., B-416916.5, B-416916.7, Apr. 13, 2020, 2020 CPD ¶ 144 at 7 n.5. In this regard, section 16.505 of the FAR does not establish specific requirements regarding the conduct of discussions in a task order competition. *Id.* Accordingly, our decisions use the requirements under FAR part 15 as a guide when considering the fairness of discussions conducted under FAR part 16. *Kratos Def. & Rocket Support Servs., Inc.*, B-418172.2, Jan. 26, 2021, 2021 CPD ¶ 37 at 6 n.6.