



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Legal Interpreting Services, Inc.

File: B-422536; B-422536.2; B-422536.3

Date: July 24, 2024

Ryan C. Bradel, Esq., and Brian S. Yu, Esq., Ward & Berry, PLLC, for the protester.
Adam L. Hill, Esq., Department of Homeland Security, 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.

DIGEST

Protest challenging the agency's evaluation of the protester's quotation as unacceptable is denied where the agency reasonably concluded that the protester's quotation did not satisfy material terms and conditions of the solicitation.

DECISION

Legal Interpreting Services, Inc. (LIS), a small business of Chantilly, Virginia, protests the firm's exclusion from consideration under Department of Homeland Security (DHS), United States Immigration and Customs Enforcement (ICE) request for quotation (RFQ) No. 70CDCR24Q00000001, issued for language services. The protester challenges the agency's determination that its quotation was unacceptable.

We deny the protest.

BACKGROUND

The agency issued the solicitation on March 6, 2024, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, to holders of DHS's Language Services II blanket purchase agreement (BPA). Contracting Officer's Statement (COS) at 1. The agency sought quotations to provide telephonic and on-site oral interpretation, written translation, and transcription through a language phone line that is available 24 hours a day, 365 days a year. *Id.*; Agency Report (AR), Tab 40, RFQ at 1.¹

¹ References are to the final revised RFQ unless noted otherwise. All citations to the record are to the documents' Adobe PDF pagination.

The solicitation contemplated issuance of a single labor-hour type call order with a 1-year base period and four 1-year option periods. RFQ at 1-2. The solicitation provided for award to be made on a best-value tradeoff basis. *Id.* at 8. Relevant here, the RFQ required a written self-certification from the vendor that the quotation was within the scope of the General Services Administration (GSA) Federal Supply Schedule (FSS) contract used as the basis for the Language Services II BPA. *Id.* at 5. Also, the RFQ advised that ICE's requirement did not include guaranteed minimum quantities for the language services to be provided. *Id.* As a result, the solicitation warned vendors that a quotation would be ineligible for award if the vendor's GSA schedule contract "**contains any guaranteed minimum quantities for any service.**" *Id.*

The agency received proposals from five vendors by the April 9, deadline for submission of quotations. COS at 3. In preparation for the acceptability review of quotations, the agency downloaded copies of each vendor's FSS contract from GSA's eLibrary website.² See *id.* The protester's FSS contract, as reflected in the downloaded version, included minimum word counts for translation services and minimum hours for interpretation services. AR, Tab 16, LIS GSA Schedule at 29, 32. On April 10, the agency notified LIS that its quotation "did not pass the acceptability review" based on the two minimums identified in the GSA Schedule contract. AR, Tab 17, Acceptability Letter.

LIS asked the agency to reconsider. COS at 3. On April 12, the agency notified the protester that, after further review, LIS's quotation remained unacceptable. *Id.* at 3. This protest followed.

DISCUSSION

LIS argues that the agency erred in finding the firm's quotation unacceptable because of the minimums identified in its FSS contract. Protest at 4. The protester also asserts that the agency's acceptability review unfairly deemed only LIS unacceptable even though the FSS contracts of other vendors contained similar minimums, and that the agency otherwise treated LIS unfairly and favored other vendors. 1st Supp. Protest at 1-2; Comments & 2nd Supp. Protest at 5-8; Supp. Comments at 2-13. Although we do not specifically address all of LIS's arguments, we have fully considered all of them and find that they afford no basis on which to sustain the protest.

² GSA's eLibrary is described as the "one source for the latest GSA contract award information." GSA eLibrary, <https://www.gsaelibrary.gsa.gov/ElibMain/home.do> (last visited July 17, 2024).

Procurement Integrity Act Allegation

As an initial matter, LIS argued that the contracting officer violated the procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §§ 2101-2107, known as the Procurement Integrity Act (PIA). Protest at 4-5. According to the protester, the agency improperly disclosed the proprietary pricing information of LIS's "main subcontractor" within the solicitation documents, and then failed to appropriately mitigate that disclosure. *Id.* Before the submission of the agency report, the agency requested dismissal of this argument as untimely. Req. for Partial Dismissal.

The PIA provides, among other things, that a federal government official "shall not knowingly disclose contractor bid or proposal information or source selection information before the award of a Federal agency procurement contract to which the information relates." 41 U.S.C. § 2102(a)(1). Further, the PIA requires firms to provide notice of alleged violations to the agency prior to filing a protest with our Office. *Id.* § 2106. If the protester disagrees with the agency's response to a timely notice of a PIA allegation, the protester must file a protest with our Office within 10 days. *Alpine Cos., Inc., B-419831 et al.*, June 8, 2021, 2021 CPD ¶ 227 at 6; see 4 C.F.R. § 21.2(a)(2).

According to LIS, it learned of the facts supporting its allegation of improper disclosure when the solicitation issued on March 28, 2024, and the protester immediately notified the contracting officer. Protest at 5. In response, the contracting officer issued an amendment to the solicitation on March 29, which LIS argues was inadequate. *Id.* LIS did not file its protest, however, until April 19--*i.e.*, 21 days after the agency responded to the notification of a potential PIA violation by amending the solicitation. *Id.* The protester argues that its allegation is timely because despite the amendment, "the original release of proprietary information remains uncorrected [and] that violation is ongoing." See Resp. to Req. for Partial Dismissal at 2.

Here, the protester challenged the adequacy of the agency's response to a timely notice of an alleged PIA violation. As such, LIS was obligated to file its protest within 10 days of that response. *CACI, Inc.-Fed.; General Dynamics One Source, LLC, B-413860.4 et al.*, Jan. 5, 2018, 2018 CPD ¶ 17 at 18-19 (dismissing as untimely a protest challenging the agency's response to a PIA allegation where it was filed more than 10 days after the protester learned of the response). Accordingly, because the protester waited more than 10 days to protest the agency's action in response to the notice of a PIA violation, we dismissed this allegation as untimely. *Id.*; 4 C.F.R. § 21.2(a)(2).

Acceptability Review

Turning to the remaining allegations, LIS challenges the agency's determination that the firm's quotation was unacceptable. Comments & 2nd Supp. Protest at 2-8. The agency defends its determination, asserting that ICE reasonably deemed LIS's quotation unacceptable and ineligible for award because LIS's GSA schedule contract included

guaranteed minimums for services in violation of the solicitation. Memorandum of Law (MOL) at 4-6.

When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations, nor substitute our judgment for that of the agency, as the evaluation of quotations is a matter within the agency's discretion. *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 6. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria and with applicable procurement statutes and regulations. *Id.*; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 4. A protester's disagreement with the agency's evaluative judgment, without more, is insufficient to establish that the agency acted unreasonably. *CACI, Inc.--Fed.*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9.

The RFQ here solicited quotations to provide "language services[,] telephonic and ad-hoc on-site oral interpretation, written transcription[] through a language phone line for agency staff that provides service 24 hours a day, seven days a week, 365 days a year (24/7/365)." RFQ at 1. The language phone line needed to be "equipped to provide language services on an on-demand basis." *Id.* Accordingly, the solicitation, issued to holders of DHS's Language Services II BPA, specified that there were "**no guaranteed minimum quantities for any of the services.**" *Id.* at 5. Vendors were required to certify that their quotations were "within the scope of their referenced GSA Schedule contract," and warned:

If the quoter publicly posted GSA schedule (GSA-eBuy) contains *any* guaranteed minimum quantities for any service, the quoter will be considered ineligible for award and therefore their quote will not be evaluated.^[3] This does not include the guaranteed minimum dollar amount that is in all GSA schedule contracts.

Id. (emphasis omitted).

At the time of submission of quotations, LIS's FSS contract included the following qualifications: (1) "***Translation Services require 1,000 word minimum per project***"; and (2) for interpretation services, "***2-hour minimum applies for all languages except American Sign Language which has a 3-hour minimum.***" AR, Tab 16, LIS GSA Schedule Contract at 29, 32. The agency read these statements to be guaranteed minimum quantities for language services and as a result concluded that LIS's quotation was unacceptable and ineligible for award. AR, Tab 17, Acceptability Letter.

LIS does not deny that the word-minimum and hour-minimum provisions were in the firm's FSS contract at the time of submission of quotations. Instead, the protester

³ GSA eBuy is an online procurement portal "used by thousands of US federal agencies and military services worldwide to achieve required competition." GSA eBuy, <https://www.ebuy.gsa.gov/ebuy/> (last visited July 17, 2024).

argues that the evaluation was unreasonable because LIS had “already reserved the right to waive” the guaranteed minimum quantities at issue. Protest at 2. In this connection, LIS had submitted a cover letter with its quotation which explained the firm had submitted a modification request to the GSA FSS contracting officer to add the following language to its Schedule contract: “LIS reserves the right to waive the minimum on an order-by-order basis.” AR, Tab 19, Email from LIS to Agency at 1. Further, the cover letter provided that, “with the pending mod approval and the subsequent updated GSA schedule, LIS has elected to waive the minimum order requirements for both Interpretation and Translation” for this quotation.⁴ *Id.* Therefore, according to the protester, the agency could not disqualify LIS based on the prohibition against minimum quantities for any service. Protest at 4.

The flaw in LIS’s argument is that the solicitation, in its final version, did not allow for waiver to avoid the prohibition on guaranteed minimum quantities. As first issued on March 6, the RFQ included essentially the same prohibition, albeit with slightly different wording: “The government’s requirement has no guaranteed minimums. If the quoters GSA schedule contains *any* guaranteed minimums the quoter will be considered ineligible for award and therefore their quote will not be evaluated.” AR, Tab 35, Original RFQ at 5 (emphasis omitted).

The prohibition was the subject of questions from vendors regarding the initial solicitation. The agency published its responses in a questions and answers (Q&A) document that included the following exchange:

[Question:] “The government’s requirement has no guaranteed minimums. If the quoters GSA schedule contains any guaranteed minimums the quoter will be considered ineligible for award and therefore their quote will not be evaluated.” All Language Services Strategic Sourcing Contract Vehicle BPA holders have minimums in their GSA Schedules. Contractors are unable to change their GSA schedule. In order for all Contractors to submit bids, please confirm that the Government will allow Contractors to expressly waive any minimums listed in their GSA schedules.

[Answer:] This will not be allowed. The government’s requirement has no guaranteed minimums. If the vendor’s GSA Schedule has guaranteed minimums, the terms of the Schedule will supersede the terms in ICE’s order. Please reach out to your GSA [contracting officer] if you need to update the terms of your GSA Schedule.

AR, Tab 37, RFQ Q&A at Question No. 43.

⁴ LIS also argues that “even without the express modification” requested to its FSS contract, “the minimum quantity provisions at issue were waivable.” Protest at 4.

The protester asserts we should disregard this clear statement because the agency published the Q&As “before a revision” to the prohibition was issued in the final revised RFQ. Comments & 2nd Supp. Protest at 5. As noted, however, the initial RFQ contained essentially the same prohibition of guaranteed minimums as in the final revised RFQ. *Compare* AR, Tab 35, Original RFQ at 5 *with* RFQ at 5.

When a dispute exists as to a solicitation’s requirements, we begin by examining the plain language of the solicitation and read the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Beechcraft Def. Co., LLC*, B-406170.2 *et al.*, June 13, 2013, 2013 CPD ¶ 147 at 30. Our Office will find unreasonable an interpretation that requires reading certain provisions out of the solicitation. See *C&S Corp.*, B-411725, Oct. 7, 2015, 2015 CPD ¶ 311 at 6-7. Similarly, an interpretation is not reasonable if it fails to give meaning to all of a solicitation’s provisions, renders any part of the solicitation absurd or surplus, or creates conflicts. *Innovative Mgmt. Concepts, Inc.*, *supra* at 15.

Here, when read as a whole, the language of the solicitation and its Q&A responses prohibit a quotation based on a GSA schedule contract with guaranteed minimum quantities, regardless of whether those minimums are waived. RFQ at 5; AR, Tab 37, RFQ Q&A at Question No. 43. The protester does not explain, and we do not understand, why the agency’s issuance of a final revised RFQ--with a substantially similar provision--requires us to decline to read the solicitation as a whole. See *MSK TriTech Grp., LLC*, B-421814, Oct. 3, 2023, 2023 CPD ¶ 235 at 6 (denying protest based on interpretation of the solicitation that failed to read the solicitation, including question and answer responses, as a whole). As such, we find no merit to this argument.

Indeed, the protester devotes much more of its argument to challenging the terms of the solicitation. Specifically, the protester contends that “[m]inimum ordering provisions . . . are inherently waivable by the schedule holder at the task order level” and that the solicitation was wrong to prohibit guaranteed minimum quantities, even if the vendor waived them. Protest at 4; Comments & 2nd Supp. Protest at 3-5.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. 4 C.F.R. § 21.2. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Our timeliness rules specifically require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial submissions be filed before that time. 4 C.F.R. § 21.2(a)(1); see *AmaTerra Env’t Inc.*, B-408290.2, Oct. 23, 2013, 2013 CPD ¶ 242 at 3.

Here, the protester did not file its protest before the closing time for receipt of initial submissions. LIS essentially contends that we should entertain the argument anyway,

because “the Agency should not base its evaluation decisions on wrongful interpretations of law at any stage of procurement, even if previously announced.” Comments & 2nd Supp. Protest at 5. As noted above, our timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. More specifically, underlying our timeliness rules regarding solicitation improprieties is the principle that challenges which go to the heart of the underlying ground rules by which a competition is conducted, should be resolved as early as practicable during the solicitation process, but certainly in advance of an award decision, if possible, not afterwards. *Continental Staffing, Inc.*, B-299054, Jan. 29, 2007, 2007 CPD ¶ 18 at 4-5. Such a rule promotes fundamental fairness in the competitive process by preventing an offeror from taking advantage of the government as well as other offerors, by waiting silently only to spring forward with an alleged defect in an effort to restart the procurement process, potentially armed with increased knowledge of its competitors’ position or information. *Draeger, Inc.*, B-414938, Sept. 21, 2017, 2017 CPD ¶ 308 at 5. Consequently, these arguments challenging the terms of the solicitation are dismissed as untimely. 4 C.F.R. § 21.2(a)(1).

Unfair Treatment

Next, LIS challenges ICE’s evaluation of quotations as evidencing unfair treatment by the agency. The protester advances three types of arguments in support of this underlying allegation.

Disparate Evaluation

First, LIS argues that the agency disparately treated quotations in the acceptability review. Protest at 5. Specifically, the protester alleges that other vendors also had guaranteed minimum quantities in their FSS contracts, but those vendors were not similarly disqualified. *Id.* In this vein, the protester accuses the agency of lacking a “consistent process” for the acceptability review and of inappropriately “invent[ing]” a basis for its decisions. Comments & 2nd Supp. Protest at 3.

In conducting procurements, agencies generally may not engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Arc Aspicio, LLC et al.*, B-412612 *et al.*, Apr. 11, 2016, 2016 CPD ¶ 117 at 13. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation’s requirements and evaluation criteria. *UltiSat, Inc.*, B-416809 *et al.*, Dec. 18, 2018, 2019 CPD ¶ 6 at 9. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors’ quotations. *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

As the agency explains, three of the five quotations received passed the acceptability review. See Supp. COS at 2. Of those three, the agency identified two vendors that had FSS contracts with guaranteed minimums. COS at 4. One vendor’s FSS contract

“contained a guaranteed minimum charge of 1 hour for video remote scheduled interpretation.” AR, Tab 22, Memo to File re [DELETED]. The other vendor’s FSS contract “contained minimum participants for linguistic training and education services.” AR, Tab 23, Memo to File re [DELETED]. Upon review, the contracting officer determined that the guaranteed minimums included in the two vendors’ FSS contracts were not a part of the solicitation’s requirements, and the agency allowed the vendors to pass the acceptability review. AR, Tab 22, Memo to File re [DELETED]; AR, Tab 23, Memo to File re [DELETED].

The protester does not (and cannot) argue that the guaranteed minimums in its own FSS contract for translation and interpretation are not applicable to services required under this solicitation. Rather, the protester generally questions the motivations and veracity of the agency representatives but concedes that, while the other vendors have minimum ordering quantities on their FSS contracts, those minimums were not for the “BPA-required services” of this solicitation. Comments & 2nd Supp. Protest at 8. In short, the record here reveals that the differences in outcomes of the acceptability reviews resulted from differences between the quotations. *Red River Comput. Co., Inc.*, B-414183.4 *et al.*, June 2, 2017, 2017 CPD ¶ 157 at 6-9. Consequently, we find no basis to sustain this allegation.

Modification of FSS Contract

Second, the protester argues that the third eligible vendor, [DELETED], was only deemed acceptable after [DELETED]’s FSS contract was modified to remove guaranteed minimum quantities. LIS alleges that modification occurred on April 12, 2024--three days after the April 9 deadline for quotation submission. 1st Supp. Protest at 2; Comments & 2nd Supp. Protest at 7-8. According to the protester, April 12 “is the definitive date of the schedule contract’s modification” based on its review of information in the Federal Procurement Data System (fpds.gov). Supp. Comments at 12-13.

The agency denies it allowed [DELETED]--or any other vendor--an opportunity to modify its FSS contract after the deadline passed for receipt of quotations. Supp. MOL at 6. ICE acknowledges that a review of “the FPDS.gov system shows a modification was entered into the FPDS.gov system on April 12, 2024,” for [DELETED]’s schedule contract. The agency, however, avers that [DELETED]’s FSS contract “was actually modified prior to the closing of the RFQ on April 9.” *Id.* The solicitation, here, stated that evaluation of quotations would be based on “the quoters publicly posted GSA schedule” from the GSA eBuy website. RFQ at 5. ICE explains, consistent with the RFQ’s terms, the contracting officer accessed and downloaded a copy of [DELETED]’s FSS contract from the GSA eBuy portal on April 9, the due date for receipt of proposals. MOL at 8. The agency, in its agency report, submitted a copy of the FSS document downloaded and saved that day. AR, Tab 14, [DELETED] GSA Schedule Contract. Our review of the record shows, consistent with the agency’s assessment, the copy of [DELETED]’s FSS contract, downloaded on April 9, does not contain any applicable guaranteed minimum requirements. LIS’s contentions, in this regard, appear to be based on a factually inaccurate premise. As such, we find no basis to sustain these

allegations. See *USIS Worldwide, Inc.*, B-404671, B-404671.3, Apr. 6, 2011, 2011 CPD ¶ 92 at 5-6 (denying as without merit protest that awardee should have been found technically unacceptable where protester's argument was based on factually inaccurate allegations).

Organizational Conflicts of Interest

Third, the protester alleges that the agency engaged in communications with [DELETED], and that those communications about the guaranteed minimum quantity prohibition were “inappropriate” and resulted in [DELETED] having influence over the final revised RFQ. Comments & 2nd Supp. Protest at 9-11. According to LIS, the same communications gave rise to a biased ground rules and unequal access to information organizational conflicts of interest (OCIs) for [DELETED]. Supp. Comments at 2-12.

The FAR requires contracting officials to avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.504(a), 9.505. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our Office, can be categorized into three groups: (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity.

As relevant here, a biased ground rules OCI arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition of another government contract by, for example, writing the statement of work or providing materials upon which a statement of work is based. FAR 9.505-1, 9.505-2. An unequal access to information OCI exists where a firm has access to non-public information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Tatitlek Techs., Inc.*, B-416711 *et al.*, Nov. 28, 2018, 2018 CPD ¶ 410 at 4.

The record reflects that, on March 26, 2024, [DELETED] emailed the ICE contracting officer inquiring about the prohibition on guaranteed minimum quantities and waivers; copied on this email was the GSA contracting officer for [DELETED]'s FSS contract. AR, Tab 11, Emails between [DELETED] and ICE at 3. In response, the ICE contracting officer identified the types of guaranteed minimums that would fall afoul of the solicitation's prohibition, using examples from [DELETED]'s FSS contract that was in effect at that time. *Id.* at 2. After conferring with the GSA FSS contracting officer, the ICE contracting officer then issued the final revised RFQ, affirming that the guaranteed minimum quantities were prohibited but clarifying that that the solicitation did not **“include the guaranteed minimum dollar amount that is in all GSA schedule contracts.”** *Id.* at 1; RFQ at 5.

The protester asserts that these communications involving [DELETED] and the agency resulted in OCIs categorized as biased ground rules and unequal access to information. Comments & 2nd Supp. Protest at 9-11. The agency responds that these limited

exchanges with vendors seeking clarification were proper, as well as fair and equitable, noting that the protester also communicated with the agency to seek similar clarifications regarding the RFQ. Supp. MOL at 2-6. We agree. Our review of the record finds nothing objectionable with the agency's limited exchanges with vendors seeking clarification of the solicitation before the deadline for quotations. See *Tel-Instrument Elecs. Corp.*, B-419529, B-419529.2, Apr. 19, 2021, 2021 CPD ¶ 175 at 8-9 (denying protest where there was no evidence that the agency shared relevant information with only some offerors).

Turning to the protester's allegation that these limited exchanges somehow provided [DELETED] with unequal access to information or resulted in a biased ground rules OCI, our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4) and (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. Where a protester raises an OCI allegation, that protester must "identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough." *Science Applications Int'l Corp.*, B-406899, Sept. 26, 2012, 2012 CPD ¶ 282 at 3. If a protester relies on bare assertion, without further supporting details or evidence, our Office will find that the protest ground essentially amounts to no more than speculation and does not meet the standard contemplated by our regulations for a legally sufficient protest. *Eagle Techs., Inc.*, B-420135.2 *et al.*, June 22, 2022, 2022 CPD ¶ 198 at 6 (concluding protester's OCI allegations were speculative and failed to allege "hard facts" where the allegations were "unsupported by any specific allegations or evidence").

Here, to put the protester's allegations into context, the extent of the agency's communications with [DELETED] were limited to emails and phone calls from a potential vendor to the agency about an existing solicitation. There is no evidence--or even an allegation--that [DELETED]'s performance on another government contract would give [DELETED] a unique opportunity to gain nonpublic information about these requirements or shape their release in the solicitation. In other words, the protester fails to allege sufficient facts that, if true, would reasonably raise a question regarding the existence of an OCI. *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 at 5 (requiring protester to "identify 'hard facts' that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough."). Because the arguments do not set forth hard facts that meet the standard for review of OCI allegations, we dismiss the allegations for failing to state a valid basis of protest. 4 C.F.R. § 21.5(f); *Horizon Indus. Ltd.*, B-421663 *et al.*, Aug. 10, 2023, 2023 CPD ¶ 198 at 3 n.3 (dismissing allegation of unequal access to OCI based on speculation that government official "offered commentary" during site visits as lacking "hard facts that [met] the standard for review of OCI protest arguments"); *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD

¶ 342 at 19 (dismissing allegation where the protester “speculates that an unequal access to information OCI may exist”).

The protest is denied.

Edda Emmanuelli Perez
General Counsel