



**DOCUMENT FOR PUBLIC RELEASE**

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

# Decision

**Matter of:** AIX Tech, LLC

**File:** B-423417; B-423417.2; B-423417.3

**Date:** June 11, 2025

---

Alexander J. Brittin, Esq., Brittin Law Group, PLLC, and Mary Pat Buckenmeyer, Esq., Ward & Berry, PLLC, for the protester.

J. Bradley Reaves, Esq., Paul Hawkins, Esq., and Jacob D. Noe, Esq., Reaves GovCon Group, for Defense Solutions Group, LLC, the intervenor.

Colleen Eagan, Esq., Maurice R. Griffiths, Esq., and Peter Kwon, Esq., Defense Information Systems Agency, for the agency.

Michelle Litteken, Esq., Glenn G. Wolcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

1. Protest arguments challenging various aspects of the agency's evaluation of the awardee's proposal and best-value tradeoff decision are dismissed as legally insufficient where the protest grounds are insufficient and rely on speculative allegations concerning the awardee's proposed price.

2. Protest alleging that the agency failed to adequately assess and address an alleged conflict of interest is denied where the agency meaningfully considered the allegation and reasonably concluded that no conflict of interest existed.

---

## DECISION

AIX Tech, LLC, a small business of Brambleton, Virginia, protests the issuance of a task order to Defense Solutions Group, LLC (DSG),<sup>1</sup> of Virginia Beach, Virginia, under request for proposals (RFP) No. 832369148, issued by the Department of Defense, Defense Information Systems Agency (DISA), to provide strategic advisory support to the agency's program executive office transport. The protester challenges various aspects of the agency's evaluation of DSG's proposal and the best-value tradeoff

---

<sup>1</sup> DSG is a small business joint venture, and, as relevant here, LightGrid, LLC is one of the joint venture's members. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2.

decision. AIX also alleges that DSG failed to disclose, and DISA failed to properly evaluate, a conflict of interest.

We dismiss the protest in part and deny it in part.

## BACKGROUND

On October 18, 2024, using the procedures of Federal Acquisition Regulation (FAR) section 16.505, DISA issued the RFP to small business holders of DISA's ENCORE III multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts. COS/MOL at 1. The RFP sought a contractor to provide strategic advisory support services. *Id.* at 2. The RFP contemplated the issuance of a fixed-price task order with a 1-year base period and four 1-year option periods. Agency Report (AR), Tab 1a, RFP at 1.<sup>2</sup>

The RFP established that award would be made on the basis of a best-value tradeoff, considering two factors, technical/management approach and cost/price, with the technical/management approach factor considered to be more important than cost/price. RFP at 7. The technical/management approach factor consisted of the following four subfactors, listed in descending order of importance: program and project planning and execution and risk management (referred to here as the program and project planning subfactor); change and configuration management; knowledge management division support; and task order management. *Id.* at 7-8.

Relevant here, for the program and project planning subfactor, the RFP provided the agency would evaluate the offeror's "ability to monitor program execution . . . while managing known and unknown program risk." RFP at 7. As also relevant here, for the task order management subfactor, DISA would consider whether the offeror's proposal included an appropriate mix of labor categories, labor skill mix, and number of hours to meet the task order requirements.<sup>3</sup> *Id.* at 8. The RFP provided: "As a performance-based acquisition, offerors are encouraged to review the solicitation to determine the most appropriate staffing mix and hours based on their unique approaches to performing the work." *Id.* The solicitation continued: "It is the responsibility of the offeror to propose a technical approach with the appropriate ENCORE III ID/IQ labor categories and number of hours." *Id.*

As for the price factor, the RFP stated that price proposals would be evaluated to determine if they were reasonable and complete, with reasonableness assessed in accordance with FAR section 15.404. RFP at 10. Additionally, the RFP provided that DISA reserved the right to, but was not obligated to, conduct a realism analysis. *Id.*

---

<sup>2</sup> The agency issued four amendments to the RFP. All citations to the RFP in this decision refer to the conformed version of the RFP, submitted as agency report tab 1a.

<sup>3</sup> Similarly, the RFP stated that DISA would evaluate the offeror's mix of labor categories and hours to assess whether the proposed approach was feasible, low risk, and met or exceeded the agency's requirements. RFP at 9.

As also relevant here, the RFP required offerors to state in their proposals whether any potential or actual organizational and consultant conflicts of interest, as described in FAR subpart 9.5, existed for the procurement. RFP at 2.

AIX and DSG submitted proposals prior to the November 25, 2024 closing date, and the agency evaluated their proposals as follows:

	AIX	DSG
<b>Technical/Management Approach</b>		
<b>Program and Project Planning</b>	High Confidence	High Confidence
<b>Change and Configuration Management</b>	High Confidence	High Confidence
<b>Knowledge Management Division Support</b>	High Confidence	High Confidence
<b>Task Order Management</b>	High Confidence	High Confidence
<b>Cost/Price</b>	\$107,503,351	\$58,807,057

Protest, exh. B, Debriefing at 1. After evaluating the offerors' proposals, DISA determined that DSG's proposal was "slightly technically superior to AIX Tech's proposal and significantly lower priced." *Id.* at 6; *see also* Protest, exh. G, Redacted Source Selection Decision at 16. DISA concluded that DSG's proposal represented the best value, and it issued the task order to DSG.

After requesting and receiving a debriefing, AIX filed this protest.<sup>4</sup>

## DISCUSSION

AIX protests various aspects of the agency's evaluation of DSG's proposal under the technical/management approach subfactors and price, as well as the best-value tradeoff decision.<sup>5</sup> Additionally, AIX contends that DSG failed to disclose--and DISA failed to assess--a conflict of interest arising out of a personal relationship between an owner of LightGrid (a joint venture member of DSG) and an agency employee. For the reasons discussed below, we dismiss AIX's challenges to DISA's evaluation of DSG's proposal

---

<sup>4</sup> The awarded value of the task order at issue exceeds \$35 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts that were awarded under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

<sup>5</sup> In its initial protest, AIX complained that DISA abused its discretion by electing not to conduct a price realism analysis. Protest at 16-17. Subsequently, the protester withdrew the allegation. Protester's Resp. at 8 n.2.

and the best-value tradeoff decision. We deny the protester's remaining protest ground concerning the alleged conflict of interest.<sup>6</sup>

### Dismissed Protest Grounds

Before turning to the merits of AIX's protest, we address the dismissal of various protest allegations. In its initial protest, AIX challenges DISA's evaluation of DSG's proposal, arguing that DISA unreasonably rated DSG's proposal as high confidence under the technical/management approach subfactors, the evaluation was unequal, the price evaluation was flawed, and DISA did not assess the risks associated with DSG's proposal or its understanding of the requirements. Protest at 19. AIX also protests the agency's best-value tradeoff decision. *Id.* at 19-22.

Before filing the agency report, DISA requested that our Office dismiss these protest grounds as speculative, factually inaccurate, and failing to set forth a legally sufficient basis of protest. Req. for Dismissal at 2. The agency states: "Despite AIX's Protest purportedly alleging numerous evaluation errors on behalf of the Agency, each and every one of AIX's unsupported Protest arguments hinges on one fact only, that AIX's price was 83 [percent] higher than that of the awardee." *Id.* at 1 (footnote omitted). After reviewing the request for dismissal and the protester's response, we advised the parties that in the agency report, DISA need not respond to the allegations concerning DISA's evaluation or best-value tradeoff decision. GAO Notice Concerning Req. for Partial Dismissal. We address the dismissal of these protest grounds in the below representative examples.

At the outset, we note 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), (f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester's allegations may have merit; bare allegations or speculation are insufficient to meet this requirement. *Chags Health Info. Tech., LLC*, B-420940.3 *et al.*, Dec. 14, 2022, 2022 CPD ¶ 315 at 5. A protester has the burden of presenting sufficient evidence to establish its position. *GovernmentCIO, LLC*, B-418363 *et al.*, Mar. 10, 2020, 2020 CPD ¶ 102 at 11.

When a protester's allegations are based on speculation, factual inaccuracies, or flawed legal assumptions, they fail to meet the requirements of our regulations and may be summarily dismissed without requiring the agency to submit a report. *See Xenith Grp., LLC*, B-420706, July 14, 2022, 2022 CPD ¶ 184 at 3; *see also Chugach Logistics-Facility Servs. JV, LLC*, B-421351, Mar. 21, 2023, 2023 CPD ¶ 80 at 4 (unsupported assertions that are mere speculation on the part of the protester do not provide an adequate basis for protest). In this regard, our bid protest procedures do not permit a

---

<sup>6</sup> In its various protest submissions, AIX has made arguments that are in addition to, or variations of, those discussed herein. We have considered all of the protester's assertions and find no basis to maintain or sustain its protest.

protester to embark on a fishing expedition for protest grounds merely because it is dissatisfied with the agency's source selection decision. See, e.g., *SimVentions, Inc.*, B-420967, B-420967.2, Nov. 21, 2022, 2022 CPD ¶ 304 at 9, citing *Alascom, Inc.--Second Recon.*, B-250407.4, May 26, 1993, 93-1 CPD ¶ 411 at 4.

### Evaluation of DSG's Technical/Management Proposal

We first address the protester's broad challenges to the agency's evaluation of DSG's proposal under the technical/management approach subfactors. In its protest, AIX alleges that "DSG's proposal could not have met all of the RFP requirements at such a low price" and asserts that DSG's proposal could not have warranted ratings of high confidence. Protest at 10. AIX notes that the RFP required DISA to assess whether an offeror's proposal allowed for continuity of support and included an appropriate mix of labor categories, labor skill mix, and number of hours, and the protester claims DSG could not have met these requirements at the low price proposed. *Id.* at 10-11. In addition, AIX contends that DSG's low price demonstrates that it does not understand the requirements, or, in the alternative, if DSG's technical/management proposal demonstrated an understanding of the requirements, its price proposal does not align with its technical/management proposal. *Id.* at 19.

DISA requests dismissal, arguing "[t]he entirety of this argument rests in the fact that DSG's proposal was lower priced than AIX's proposal," and "AIX provides *utterly* no allegations concerning the actual contents of DSG's proposal and its staffing approach." Req. for Dismissal at 2-3. The protester responds that it satisfied our Office's pleading standards "by making allegations that if uncontradicted establish the likelihood that [the] protest ground [] will prevail." Protester's Resp. at 4-5.

Here, AIX's allegations are speculative because they are based on an unreasonable inference, as opposed to any credible evidence, and such speculative allegations do not provide a valid basis of protest. As noted above, protest allegations based on speculation, factual inaccuracies, or flawed legal assumptions fail to meet the requirements of our regulations. *Chugach Logistics-Facility Servs.*, *supra*; *Chags Health*, *supra*; *Xenith Grp.*, *supra*. AIX's entire argument rests on a comparison of DSG's lower price to its own price, as well as a comparison of the adjectival ratings assigned to each offeror's proposal. Based on these comparisons, AIX infers that DSG's technical proposal could not have met the agency's requirements. Protest at 10. AIX, however, fails to establish why its own price is the valid benchmark for a technical proposal demonstrating an understanding of the agency's requirements, or why DSG's technical proposal is not capable of being rated as high confidence at the price proposed. Instead, AIX offers bald characterizations of DSG's price as being too low in relation to its own price. For example, the protester claims that given "DSG's unduly low price," it could not have proposed comparable staff or hours to those proposed by AIX. *Id.* at 12. Again, AIX does not provide any other actual evidence to substantiate its claim that DSG price was so low that it could not have proposed qualified staff or a sufficient number of labor hours other than referencing its own price.

The inference AIX attempts to draw is particularly problematic in the context of this procurement. As noted above, the RFP indicated that the procurement was “a performance-based acquisition” and encouraged offerors to develop their staffing level and approaches based on “their unique approaches to performing the work.” RFP at 8. Given that the solicitation contemplated different and unique approaches and solutions, it comes as no surprise that two offerors such as AIX and DSG might have different solutions and different prices, and that those differences might be significant. Accordingly, we consider these protest grounds speculative because they require us to infer that the agency unreasonably evaluated DSG’s proposal based entirely on the singular fact that DSG’s price was lower than that proposed by AIX.<sup>7</sup> See *International Ctr. for Language Studies, Inc.--Recon.*, B-418916.2, Sept. 9, 2020, 2020 CPD ¶ 294 at 4-5 (denying a request for reconsideration of decision that our Office dismissed as speculative because the protester’s allegations of unreasonable agency evaluation were based on the awardee’s lower price).

Although the protester’s arguments are styled as challenges to the technical merit of DSG’s proposal, they essentially are arguments that the agency failed to conduct an appropriate price realism analysis. See *PricewaterhouseCoopers Public Sector LLP*, B-415129.3, July 31, 2018, 2018 CPD ¶ 272 at 3 (argument that agency should have found awardee’s price too low to perform its technical approach is essentially a price realism argument). Here, as noted above, the solicitation provided that the agency reserved the right to conduct a realism analysis, but it was not obligated to do so. RFP at 10. Therefore, this argument fails to state a legally sufficient basis of protest. See *Trademasters Serv., Inc.*, B-418522.2 *et al.*, Apr. 2, 2021, 2021 CPD ¶ 161 at 6; see also *NJVC, LLC*, B-410035, B-410035.2, Oct. 15, 2014, 2014 CPD ¶ 307 at 8.

Further, absent a provision requiring an agency to undertake a price realism evaluation, there is nothing objectionable in an offeror’s proposal of low, or even below-cost, prices. *Delta Risk, LLC*, B-416420, Aug. 24, 2018, 2018 CPD ¶ 305 at 19. A firm, in its business judgment, may submit an offer that does not include any profit, or may be below-cost, or may be an attempted buy-in; below-cost pricing is not prohibited. *Chugach Logistics-Facility Servs.*, *supra* at 4-5. Without any evidence to support these

---

<sup>7</sup> In a corollary argument, AIX contends that the assignment of ratings of high confidence to DSG’s proposal indicates disparate treatment. The protester asserts: “The Agency must have disparately evaluated DSG and AIX Tech against the evaluation criteria in order to assess the same ratings for the non-price factors.” Protest at 13. AIX does not claim that the agency unreasonably assessed weaknesses or failed to assess strengths for aspects of its proposal that were substantively indistinguishable from, or nearly identical to, those contained in another proposal--as is required to allege disparate treatment. See *Cognosante MVH, LLC*, B-418986 *et al.* Nov. 13, 2020, 2021 CPD ¶ 3 at 5. Instead, AIX asserts that “it is not logical” for the agency to have assigned the proposals identical ratings in light of DSG’s lower price. Protest at 14. AIX’s speculative allegation is, again, based on the awardee’s low price and does not identify any factual evidence demonstrating unequal treatment. *INNOVIM, LLC*, B-419912, B-419912.2, Sept. 21, 2021, 2021 CPD ¶ 331 at 6.

allegations, we consider the protester's arguments to be speculative because it is plausible that DSG proposed to perform this task order below-cost. See *International Ctr. for Language Studies, Inc.--Recon.*, *supra* at 4-5.

As a final matter, as an alternative argument, AIX contends that the agency failed to consider whether DSG's technical approach aligned with its price proposal. Protest at 19 (*citing Earl Indus., LLC*, B-309996, B-309996.4, Nov. 5, 2007, 2007 CPD ¶ 203; *Information Ventures, Inc.*, B-297276.2 *et al.*, Mar. 1, 2006, 2006 CPD ¶ 45; *Honeywell Tech. Sols., Inc.*; *Wyle Labs., Inc.*, B-292354, B-292388, Sept. 2, 2003, 2005 CPD ¶ 107; *TRW, Inc.*, B-254045.2, Jan. 10, 1994, 94-1 CPD ¶ 18). The problem with the protester's argument is that the decisions AIX cites in support of this argument all involve procurements where the agency was required to conduct a cost realism analysis, which requires assessing whether the proposed cost elements "are consistent with the unique methods of performance and materials described in the offeror's technical proposal." FAR 15.404-1(d). Here, however, the agency was not required to conduct a realism analysis for this fixed-price task order, and the protester has not identified any language in the RFP that otherwise required such analysis. Accordingly, we consider the argument also legally insufficient.

All in all, AIX's various challenges concerning the agency's evaluation of DSG's technical/management proposal and understanding of the requirements are dismissed as insufficient and speculative.

### Price Evaluation Challenges

We next address AIX's challenge to DISA's price evaluation. The protester argues the price evaluation was unreasonable because the agency failed to meaningfully compare the offerors' proposed labor hours and labor categories--as required by the RFP. Protest at 13. The agency counters that the protester's arguments conflate the evaluation criteria for the task order management subfactor with the evaluation criteria for the price factor. Req. for Dismissal at 3-4.

As noted above, a protest must include a sufficiently detailed statement of the grounds supporting the protest allegations, and the grounds stated must be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). Allegations that facially do not demonstrate improper agency action (*e.g.*, that the agency violated the terms of the solicitation) are legally insufficient. *Eagle Hill Consulting, LLC*, B-421938.2, B-421938.3, Dec. 20, 2023, 2023 CPD ¶ 288 at 4 (dismissing protest ground as legally insufficient where the protester did not identify an evaluation criterion with which the agency failed to comply).

Here, the RFP provided that DISA would evaluate price proposals to determine if they were reasonable and complete, with reasonableness assessed using the price analysis techniques described in FAR section 15.404. RFP at 10. The price evaluation criteria did not contemplate a comparison of proposed labor hours and categories. Rather, as the RFP states, such a comparison was required for the task order management subfactor. *Id.* at 8-9. Consequently, AIX's argument that the price evaluation was

inconsistent with the terms of the solicitation because the agency did not conduct a comparative analysis of the offerors' proposed labor hours and labor categories fails to state a legally sufficient basis of protest. The argument is dismissed. *Eagle Hill Consulting, supra*.

### Challenge to Best-Value Tradeoff Decision

Finally, we address AIX's protest of the best-value tradeoff decision. The protester argues that DISA disregarded the RFP and issued the task order to DSG on a lowest-price technically acceptable basis. Protest at 20. In this regard, the protester maintains that its proposal was technically superior to DSG's, and the agency was therefore required to consider whether the superiority warranted a price premium. *Id.* at 20-21.

We dismiss this allegation. The only evidence that AIX identifies in support of the allegation that its proposal was technically superior are its arguments challenging the agency's evaluation of DSG's proposal, which we have dismissed for the reasons discussed above.<sup>8</sup> With no evidence that DISA improperly relied on price in making the award decision, the allegation is factually insufficient. See *CAMRIS Int'l, Inc.*, B-416561, Aug. 14, 2018, 2018 CPD ¶ 285 at 5 (dismissing as factually and legally insufficient the protester's assertion that the agency failed to make a rational best-value tradeoff where the allegations were not supported with explanation or documentation); *Endeavor Enter. Sols., LLC, B-407760 et al.*, Jan. 31, 2013, 2013 CPD ¶ 60 at 2 n.2 (dismissing protest of tradeoff where the protester did not provide any factual support). Indeed, AIX's complaints are belied by its reliance on documents provided by the agency with the debriefing, showing, as noted above, that DISA did consider the technical superiority of DSG's proposal, in addition to its lower price, and found it to be the best value. Protest, exh. B, Debriefing at 6; see also Protest, exh. G, Redacted Source Selection Decision at 16.

In sum, as filed with our Office, several of AIX's protest grounds fail to meet the standard--as required by our regulations and explained in our decisions--that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). Indeed, as noted above, where a protester's allegations are based on unsupported allegations or speculation, we will summarily dismiss a protest without requiring the agency to submit a report; our bid protest procedures do not permit a protester to embark on a fishing expedition for protest grounds merely because it is dissatisfied with the agency's source selection decision. See, e.g., *SimVentions, Inc., supra*. Under these circumstances, and consistent with our Office's practices, these various protest allegations are dismissed. 4 C.F.R. § 21.5(f).

---

<sup>8</sup> As an alternative argument, AIX complains that the tradeoff decision was based on a defective evaluation. Protest at 21. This allegation is solely based on AIX's other arguments, which we have dismissed for the reasons stated above, and therefore does not establish an independent valid basis of protest. *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, 2021 CPD ¶ 319 at 17.



## Conflict of Interest

As a final matter, we address AIX's remaining protest ground. The protester alleges that the procurement was tainted by a conflict of interest, and DSG's proposal should have been eliminated from the competition because of the conflict. Supp. Protest at 2. The protester elaborates that the chief executive officer and partial owner of LightGrid (a joint venture member of DSG), who we refer to here as Mr. X, is married to a DISA contracting officer, who we refer to here as Ms. X, and alleges that this relationship created a conflict of interest. *Id.* at 4. DISA responds that the agency investigated the alleged conflict of interest and reasonably determined that no conflict exists. COS/MOL at 7.

Contracting agencies are to avoid even the appearance of impropriety in government procurements. FAR 3.101-1; *Perspecta Enter. Sols., LLC*, B-418533.2, B-418533.3, Jun. 17, 2020, 2020 CPD ¶ 213 at 7. In setting out the standards of conduct that apply to the award of federal contracts, the FAR provides that:

Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships.

FAR 3.101-1.<sup>9</sup>

The identification of a conflict of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Bhate Envtl. Assocs., Inc.*, B-422557.2,

---

<sup>9</sup> We note that the FAR distinguishes between potential conflicts of interest that may arise in connection with a firm's duties to the government through the performance of contracts, known as organizational conflicts of interests under FAR subpart 9.5, and the duties of individual contractor personnel in the performance of duties in support of procurement activities, known as personal conflicts of interest under FAR subpart 3.1. See, e.g., *Deloitte Consulting LLP; ManTech Advanced Sys. Int'l, Inc.*, B-420137.7 *et al.*, July 25, 2022, 2022 CPD ¶ 200 at 6. In this context, we reject AIX's contention that DSG should have been disqualified because it failed to disclose an actual or potential conflict of interest, as required by the RFP. Comments & 2nd Supp. Protest at 6-7 (*quoting* RFP at 2). We note that the RFP provision the protester points to required offerors to disclose organizational and consultant conflicts of interest in accordance with FAR subpart 9.5 and does not reference FAR subpart 3.1. As such, the RFP language is inapplicable here. See *KOAM Eng'g Sys., Inc.*, B-420157.2, July 6, 2022, 2022 CPD ¶ 174 at 9 n.11 (rejecting allegation that awardee was required to disclose marital relationship where the solicitation referred to organizational conflicts of interest arising under FAR subpart 9.5).

B-422557.3, Jan. 3, 2025, 2025 CPD ¶ 21 at 13. In reviewing protests that challenge an agency's conflict of interest determination, our Office reviews the reasonableness of the determination; where an agency has given meaningful consideration to whether a conflict exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See *Leidos, Inc.*, B-417994, Dec. 17, 2019, 2019 CPD ¶ 425 at 8; *Superlative Techs., Inc.*; *Atlantic Sys. Grp., Inc.*, B-415405 *et al.*, Jan. 5, 2018, 2018 CPD ¶ 19 at 5; *DV United, LLC*, B-411620, B-411620.2, Sept. 16, 2015, 2015 CPD ¶ 300 at 6.

When alleging a conflict of interest, a 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. See *DV United, LLC*, *supra*; see also *Interactive Info. Sols., Inc.*, B-415126.2 *et al.*, Mar. 22, 2018, 2018 CPD ¶ 115 at 5. Moreover, because government officials are presumed to act in good faith, we do not attribute unfair or prejudicial motives on the basis of mere inference or supposition, and we require evidence that the individual alleged to have the conflict of interest may be subject to undue influence likely to result in favoritism toward the awardee. *Lancaster & Co.*, B-254418, Dec. 14, 1993, 93-2 CPD ¶ 319 at 7; see also *Global Integrated Sec. (USA) Inc.*, B-408916.3 *et al.*, Dec. 18, 2014, 2014 CPD ¶ 375 at 14 (government officials are presumed to act in good faith and we will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition); *Tennier Indus., Inc.*, B-403336.2. B-403336.3, Oct. 26, 2010, 2011 CPD ¶ 5 at 5-6 (denying protest where the individual upon whom the allegations were based had no role in the procurement and the protester relied on supposition and innuendo). A familial relationship in and of itself is not a sufficient basis to find either an actual conflict of interest or an impermissible appearance of a conflict.<sup>10</sup> See *University Radiotherapy Assocs., P.S.C.*, B-408246, Aug. 9, 2013, 2013 CPD ¶ 193 at 2; *H H & K Builders, Inc.*, B-238095, Feb. 23, 1990, 90-1 CPD ¶ 219 at 3.

Here, the record shows that after AIX filed its protest alleging the existence of a conflict of interest, the contracting officer investigated Ms. X's role, if any, in the procurement.<sup>11</sup>

---

<sup>10</sup> Here, we note that the protester mischaracterizes our decision in *Asia Res. Partners K.K.*, B-400552, Nov. 5, 2008, 2008 CPD ¶ 201, by asserting that a marital relationship between the owner of an offeror and a contracting officer is "simply" enough to create a conflict and provide a basis to exclude the offeror from a procurement. Supp. Protest at 7; Comments & 2nd. Supp. Protest at 12. In *Asia Res. Partners*, the agency excluded the offeror after finding that the contracting officer had access to competitively useful nonpublic information, and the agency was not aware of the relationship until after the procurement was underway. *Asia Res. Partners*, *supra* at 3-4. Those facts are not present here, as discussed below.

<sup>11</sup> Although the protester repeatedly asserts that the agency's investigation of the alleged conflict of interest was unreasonable because it occurred after AIX filed its protest (Comments & 2nd Supp. Protest at 2, 9, 13), our Office has recognized that an agency may investigate a possible conflict of interest after the filing of a bid protest.

(continued...)

AR, Tab 1, Conflict of Interest Memorandum at 5. Specifically, the contracting officer requested statements from the technical evaluation team members and the contracting officer's representative concerning their communications with Ms. X about the solicitation. *Id.* The contracting officer found that the evaluators and the contracting officer's representative did not have any communications with Ms. X concerning the procurement. *Id.* Similarly, the contracting officer stated that she had not previously worked with Ms. X nor had any discussions with Ms. X about this requirement. *Id.* at 8.

The contracting officer further considered that, as part of an annual financial disclosure process, Ms. X had disclosed her relationship with Mr. X to DISA and been prohibited from participating in matters involving LightGrid without prior authorization. Consistent with that process, the contracting officer further confirmed that the agency did not authorize Ms. X to participate in this procurement. AR, Tab 1, Conflict of Interest Memorandum at 5. Additionally, the contracting officer obtained a declaration from Ms. X in which she stated that she did not have "any involvement of any kind with, the RFP or this procurement effort," she had no knowledge of the procurement, and she did not share any information concerning the procurement with anyone. *Id.*; AR, Tab 1n, Decl. of Ms. X ¶ 7. She also wrote that she had not communicated with Mr. X or any employee of LightGrid about the procurement. *Id.* ¶ 9.

The contracting officer also requested and received an audit of the agency's electronic document management system, and that audit indicated that Ms. X had not accessed or viewed any documents pertaining to the RFP. AR, Tab 1, Conflict of Interest Memorandum at 5. In addition, DISA conducted a search of Ms. X's emails and determined that she did not share any information about the procurement with Mr. X or any other LightGrid employees. *Id.* at 6. After conducting this investigation, the contracting officer determined that no conflict of interest existed, and DSG was eligible for award. *Id.* at 9.

Although the agency concluded that there was no conflict of interest, AIX complains that the agency's investigation was insufficient because the agency narrowly focused on whether there was any unequal access to information on the part of DSG, and the "[contracting officer] failed to determine if there was a *personal conflict of interest* or if there were *acts that would affect personal financial interest* associated with award to DSG." Comments & 2nd Supp. Protest at 2. We reject this argument because, as discussed above, the contracting officer investigated and found that Ms. X had no role in the procurement whatsoever. See *generally* AR, Tab 1, Conflict of Interest Memorandum.

Ms. X was not involved in drafting the solicitation documents, she was not involved in the evaluation, she did not communicate with the DISA personnel responsible for those functions, and she did not access any of the documents for the procurement. *Id.* at 5-6;

---

See, e.g., *Pioneer Corp. Servs., Inc.*, B-418678.5, Aug. 31, 2021, 2021 CPD ¶ 312 at 5 n.5; *Visual Connections, LLC*, B-416759, Dec. 4, 2018, 2018 CPD ¶ 413 at 5 n.5; *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150 at 7 n.7.

Supp. MOL at 3. Additionally, the contracting officer responsible for the procurement is located in a different state from Ms. X and is assigned to a different branch of the agency. AR, Tab 1, Conflict of Interest Memorandum at 8; Supp. MOL at 4. In sum, the contracting officer found Ms. X was not involved in the instant procurement, did not have access to associated procurement materials, and therefore could not have provided the awardee with any possible advantage. We find no basis to question the contracting officer's investigation. The protester has not established that the relationship between Mr. and Ms. X resulted in favoritism toward DSG in this procurement.

In our view, the facts here do not establish any impropriety requiring the exclusion of the awardee, or otherwise reflect that the alleged conflict existed and prejudiced the protester. *KOAM Eng'g Sys.*, *supra* at 8. We find no support for the protester's allegation that the procurement was tainted by a conflict of interest, and we deny this protest ground.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez  
General Counsel