



# Decision

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**Matter of:** Propel Solutions, LLC

**File:** B-424189; B-424189.2

**Date:** March 25, 2026

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## DIGEST

Protest by a joint venture alleging the agency insufficiently mitigated the competitive harm flowing from the release of a member of the joint venture’s incumbent pricing information is denied where the agency reasonably determined the protester’s competitors did not access the pricing information.

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## DECISION

Propel Solutions, LLC, a woman-owned small business (WOSB) joint venture<sup>1</sup> of Rockville, Maryland, protests the disclosure of a member of the joint venture’s incumbent pricing information as part of request for quotations (RFQ)

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<sup>1</sup> Propel is a mentor-protégé joint venture comprised of Axiom Consultants, Inc., as the protégé member, and Lynker Corporation, as the mentor member. Protest at 3. The Small Business Administration’s (SBA) small business mentor-protégé program allows small or large business firms to serve as mentors to small business protégé firms to provide “business development assistance” to the protégé firms and to “improve the protégé firms’ ability to successfully compete for federal contracts.” 13 C.F.R. § 125.9(a), (b); see 15 U.S.C. § 644(q)(1)(C). One benefit of the mentor-protégé program is that a protégé and mentor may form a joint venture. 13 C.F.R. § 125.9(d). If SBA approves a mentor-protégé joint venture, the mentor-protégé joint venture is permitted to compete as a small business for “any government prime contract, subcontract or sale, provided the protégé qualifies as small for the procurement.” *Id.* § 125.9(d)(1).

No. 1305M225Q0084, which was issued by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for technical support services for the Office for Coastal Management.<sup>2</sup> Propel argues that the agency's investigation into the release of the incumbent pricing information was unreasonable, and the agency failed to adequately address the risk of competitive harm.

We deny the protest.

## BACKGROUND

Lynker, a member of the protester joint venture, is the incumbent contractor for the agency's requirement. This protest involves the inadvertent disclosure of Lynker's pricing information in the RFQ. We first briefly discuss the procurement history for the predecessor task order and then turn to the instant procurement and the agency's investigation of the disclosure.

In February 2019, the agency awarded 24 multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts, referred to as ProTech Oceans 1.0. Contracting Officer's Statement (COS) at 1. Lynker was awarded one of the ProTech Oceans 1.0 IDIQ contracts.<sup>3</sup> *Id.* The ProTech Oceans 1.0 IDIQ contract included 11 service categories and 45 labor categories. *Id.*

On July 9, 2021, NOAA issued task order No. 1305M221FNCNP0096 (referred to here as the "incumbent task order") to Lynker under the ProTech Oceans 1.0 IDIQ contract to provide technical support services for the Office for Coastal Management. COS at 1; Agency Report (AR), Tab 14, Incumbent Task Order at 35.<sup>4</sup> The incumbent task order had a 10-month base period beginning on October 1, 2021, and four 1-year options. AR, Tab 14, Incumbent Task Order at 26-28. The incumbent task order contained rates for 18 labor categories, mapped to 58 positions, across nine geographic regions. COS at 1-2; AR, Tab 14.a, Incumbent Task Order Pricing Attachment. The incumbent task order was issued as a hybrid fixed-price and time-and-materials task order, and in 2024, the incumbent task order was modified to be a fixed-price task order. COS at 1-2. In April 2024, NOAA awarded the second generation of the ProTech Oceans IDIQ contract, referred to as ProTech Oceans 2.0, to 17 small business firms, and Propel

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<sup>2</sup> Although the parties use the terms "quotations" and "proposals" interchangeably throughout the record, the solicitation was labeled as an RFQ. For consistency, our decision refers to the submission of quotations by vendors.

<sup>3</sup> When Lynker was awarded the ProTech Oceans 1.0 IDIQ contract, the firm's legal name was Lynker Technologies, LLC. Subsequently, in 2021, the firm converted from a limited liability company to a corporation, called Lynker Corporation, and its IDIQ contract was then modified. Supp. Comments at 3 n.1. Because of the timing of the conversion, both names are used in the record. We refer to the firm as Lynker.

<sup>4</sup> The agency assigned Bates numbers to the exhibits with its report, and citations to pages in those documents are to the applicable Bates numbers.

was one of the awardees. COS at 2. The ProTech Oceans 2.0 IDIQ contract contains 26 service categories and 104 labor categories. *Id.*

Subsequently, on November 13, 2025, pursuant to the procedures of Federal Acquisition Regulation (FAR) parts 12 and 16, NOAA issued the RFQ as a set-aside to WOSB firms holding the ProTech Oceans 2.0 IDIQ contract, seeking technical support services for the Office for Coastal Management.<sup>5</sup> COS at 2-3; AR, Tab 1, RFQ at 1, 55. The RFQ contemplates the issuance of a fixed-price, level-of-effort task order with a 60-day transition period and a 5-year period of performance, separated into quarterly options. RFQ at 13.

The RFQ provides that the task order will be issued on a best-value tradeoff basis considering small business representation (evaluated on a pass/fail basis), technical approach, management approach, and price. RFQ at 51. The RFQ establishes that the technical approach and management approach factors are weighted equally, and the non-price factors, when combined, are significantly more important than price. *Id.*

As relevant here, the RFQ instructs vendors to use attachment B, price schedule, a Microsoft Excel spreadsheet (referred to here as “the RFQ price schedule”), to prepare their quotations. RFQ at 47-48. The RFQ price schedule includes: a summary worksheet showing the total proposed value of each contract line item, a worksheet to propose a price for the transition period, worksheets to propose hourly rates for 73 full-time equivalent employees in the base year and each option period, and a worksheet with labor category descriptions. AR, Tab 1.a, RFQ, attach. B, Price Schedule.

NOAA states that it used the price schedule from the incumbent task order to build the RFQ price schedule. COS at 2. The agency explains that the contract specialist made a copy of the incumbent task order price schedule spreadsheet, created new worksheets for vendors to propose labor rates for the base period and option years, created a worksheet with labor category descriptions, and updated the summary worksheet. *Id.* The contract specialist “deleted any irrelevant visible [worksheets].” *Id.*

On November 14, one day after NOAA issued the RFQ, Lynker emailed the agency and stated that the RFQ price schedule contained hidden worksheets, and “when unhidden, display[ed] detailed discounted pricing information.” AR, Tab 2, Email from Lynker to NOAA, Nov. 14, 2025, at 1; COS at 5. NOAA reviewed the RFQ price schedule and confirmed that it contained hidden worksheets with Lynker’s labor categories, hourly rates, and discounted hourly rates for the base period and the first two option periods of the incumbent task order. COS at 5. The same day, NOAA emailed the WOSB holders

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<sup>5</sup> When the agency issued the RFQ to the WOSB holders of the ProTech Oceans 2.0 IDIQ contract, the agency sent a courtesy copy of the RFQ to the other IDIQ contract holders. Protest, exh. J, NOAA Email to IDIQ Contract Holders at 1; see *also* Supp. Memorandum of Law (MOL) at 4. The record also indicates that Propel provided a copy of the RFQ to Lynker--which does not hold a ProTech Oceans 2.0 IDIQ contract. Protest at 5; AR, Tab 2, Email from Lynker to NOAA, Nov. 14, 2025, at 2.

of the IDIQ contract, providing amendment 1 to the RFQ and a revised RFQ price schedule, and stating the agency was revising the RFQ price schedule “due to errors found in the original spreadsheet.” AR, Tab 3, RFQ amend. 1 at 1.

NOAA determined that the disclosure of Lynker’s incumbent pricing information could constitute a violation of the Procurement Integrity Act (PIA),<sup>6</sup> and on November 17, NOAA initiated an investigation, led by the branch chief. COS at 6; AR, Tab 10, Investigation Memo at 3. As part of the investigation, on December 4, the branch chief sent letters to the eight WOSB ProTech Oceans 2.0 IDIQ contract holders that had received the original RFQ price schedule to determine whether they had accessed the incumbent pricing information in the hidden worksheets.<sup>7</sup> AR, Tab 10, Investigation Memo at 4. In the letter, the agency asked the WOSB firms to respond to eight questions no later than December 11. *Id.* at 4-5; see *also* AR, Tab 8, PIA Inquiry Letters at 3-4. The letter included the following questions:

1. Is your company planning or preparing to submit a proposal in response to the Solicitation or otherwise participate in the procurement (e.g., joint venture, teaming partner, or subcontractor)?
2. Did your company access the [original] version of the Solicitation’s Attachment B, Pricing Schedule? If so, please identify the individuals who accessed it and the dates, times, and general extent of their access, their

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<sup>6</sup> The Office of Federal Procurement Policy Act, 41 U.S.C. §§ 2101-2107 (also known as 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).

<sup>7</sup> Prior to contacting the WOSB ProTech Oceans 2.0 IDIQ contract holders, NOAA and Lynker exchanged correspondence regarding the disclosure and NOAA’s response. As relevant here, on November 18, Lynker’s outside counsel sent NOAA a letter that stated although the agency had replaced the RFQ price schedule, “the original spreadsheet [was] still in the hands of Lynker’s competitors,” and those competitors were likely using the information in the hidden worksheets to prepare their quotations. AR, Tab 4, Letter from Lynker to NOAA, Nov. 18, 2025, at 7. On November 21, NOAA informed Lynker that it would be contacting potential vendors who received the original RFQ price schedule, and the agency would be asking those firms to make representations regarding their use and destruction of the Excel file. AR, Tab 5, Email from NOAA to Lynker, Nov. 21, 2025, at 1. In response, Lynker stated that it did not object to NOAA’s investigation of the disclosure, but the steps proposed by the agency were inadequate. AR, Tab 6, Letter from Lynker to NOAA, Nov. 25, 2025, at 2. Among other concerns, Lynker noted that NOAA had sent the RFQ price schedule to all ProTech 2.0 IDIQ contract holders, and the agency’s investigation appeared to be directed only at the WOSB firms. *Id.* at 3.

respective company position, and their role in developing a potential proposal.

3. Did your company forward the [original] version of the Solicitation's Attachment B, Pricing Schedule outside of your company? If so, please identify the companies and individuals who received the Solicitation's Attachment B, Pricing Schedule as well as their respective company positions and their role in developing or exploring a potential proposal. Please also indicate whether any of those companies are still participating or in discussions to participate with your company in a proposal submission.

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7. Did your company determine the [original] version of the Solicitation's Attachment B, Pricing Schedule contained multiple hidden worksheets? If so, what individuals had access to the hidden worksheets or the information contained therein, when did your company determine hidden worksheets existed, and what actions did you take with respect to the information in the hidden worksheets?
8. Is your company aware of any source selection information, as defined above, being disclosed or obtained by individuals within your company or your company in general? If so, please provide information as to the circumstances surrounding the disclosure or obtaining of such information, including, at a minimum: (i) what information was disclosed and/or obtained, (ii) who disclosed and/or obtained the information, (iii) how the information was disclosed and/or obtained, (iv) when the information was disclosed and/or obtained, and (v) any subsequent actions taken with respect to the disclosed and/or obtained information and the individuals who had access.

AR, Tab 8, PIA Inquiry Letters at 3-4. Additionally, the agency directed each recipient to immediately delete the original version of the RFQ price schedule from their company's systems,<sup>8</sup> and NOAA required the firms to submit the following certification with their responses to the letter: "I, [insert individual's name], certify, to the best of my knowledge, information and belief after a diligent inquiry using reasonable methodology,

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<sup>8</sup> In addition, the letter stated: "to the extent your company forwarded the document to any other companies, immediately inform those companies of the requirement to delete the document from their systems and certify as such." AR, Tab 8, PIA Inquiry Letters at 3.

that our company, [insert company name], is not in possession of, nor have we accessed without authority, any other companies' proprietary information.”<sup>9</sup> *Id.* at 4.

The agency received responses from the eight WOSB ProTech Oceans 2.0 IDIQ contract holders by December 11. AR, Tab 10, Investigation Memo at 5. All of the firms certified destruction of the original version of the RFQ price schedule, and [DELETED] of the firms stated they did not plan to submit a quotation. *Id.* Of the [DELETED] firms that indicated they intended to submit quotations, [DELETED] of the firms reported that they had not used the original version of the RFQ price schedule “in any meaningful way and relied on the revised, amended version.” *Id.* Those firms also reported that they had not identified, seen, or accessed the hidden worksheets. *Id.* The remaining firm was Propel--a joint venture of which Lynker is a member--and the joint venture members reported accessing the hidden worksheets. *Id.*

The branch chief prepared a memorandum documenting the investigation consistent with the agency's obligations under the FAR. The branch chief first concluded that the disclosure was not done “intentionally or knowingly” and, therefore, no PIA violation occurred. AR, Tab 10, Investigation Memo at 6. The branch chief then considered whether the disclosure had any impact on the procurement, and she concluded it did not because other potential vendors “did not access the information or know the information was included” in the original RFQ price schedule, and because the information was “obsolete.” *Id.* at 6, 9-10. In this regard, the branch chief wrote: “The disclosed information related to a past procurement awarded approximately five years ago based on a requirement that has significant differences to the current Solicitation with respect to the underlying IDIQ vehicle, the identified labor categories, the contract type, the labor categories, and the evaluation language.” *Id.* at 6. In addition, the branch chief wrote that the protester--a joint venture with Lynker as a member--was the only potential vendor who had accessed the hidden worksheets in the RFQ price schedule. *Id.* at 9.

On December 23, the agency notified Lynker that NOAA had completed its investigation and determined that the disclosure did not have any impact on the procurement. AR, Tab 11, Notification of Investigation Results at 1-2.

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<sup>9</sup> On December 8, Lynker sent NOAA a letter expressing concerns about the phrasing of the certification NOAA requested from the WOSB firms. AR, Tab 17, Letter from Lynker to NOAA, Dec. 8, 2025. The agency did not revise the certification language because “[t]he requested revisions assume[] that the WOSB vendors accessed Lynker's pricing information,” and “because the requested revisions would not change a WOSB's response to the questions unless it viewed the hidden [worksheets].” AR, Tab 10, Investigation Memo at 5.

On January 2, 2026, Propel filed this protest.<sup>10</sup> On or before January 5, the RFQ closing date, NOAA received quotations from Propel and the [DELETED] other firms that had previously indicated they would submit quotations. COS at 17; AR, Tab 7, RFQ amend. 2 at 1.

## DISCUSSION

Propel challenges the reasonableness of NOAA's investigation into the disclosure of Lynker's incumbent pricing information, as well as the agency's conclusions. The protester asserts that "Lynker is a core member" of the joint venture, and the "improper disclosure of Lynker's competition sensitive pricing data places Propel at an unfair competitive disadvantage." Protest at 2. The protester argues that NOAA must either "disqualify all competitors who received the information or cancel the Solicitation." *Id.* at 23. For the reasons that follow, we find no basis to sustain the protest.<sup>11</sup>

An agency's disclosure of another contractor's proprietary or confidential information may create an unfair advantage affecting the integrity of a competition. See FAR 3.104-7(a). The disclosure of proprietary or source selection information to an unauthorized person during the course of a procurement is improper. 41 U.S.C. § 2102; FAR 3.104; *S&K Aerospace, LLC*, B-411648, Sept. 18, 2015, at 8. Where an agency inadvertently discloses an offeror's or a vendor's proprietary information or source selection information, the agency may choose to cancel the procurement if it reasonably determines that the disclosure harmed the integrity of the procurement process. See *Kemron Env't. Servs., Inc.*, B-299880, Sept. 7, 2007, at 2. Where an agency chooses not to cancel the procurement after such a disclosure, we will sustain a protest based on the improper disclosure only where the protester demonstrates that the recipient of the information received an unfair advantage, or that it was otherwise competitively

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<sup>10</sup> The RFQ provides that the estimated value of the task order is between \$56 million and \$62 million. RFQ at 50. As the anticipated value of the task order here exceeds \$10 million, this protest is within our Office's task order jurisdiction to resolve protests involving task orders issued under civilian agency contracts. 41 U.S.C. § 4106(f)(1)(B).

<sup>11</sup> Propel raises other collateral allegations, and although our decision does not specifically address every argument presented, we have considered each argument and find that none provides a basis on which to sustain the protest. For example, the protester contends that NOAA unreasonably determined that no violation of the PIA occurred. Protest at 2. Based on our review of the record, we conclude the protester's allegation provides no basis on which to sustain the protest. The PIA prohibits "knowingly" disclosing bid or proposal information. 41 U.S.C. § 2102(a)(1). Here, Propel presents no argument or evidence to suggest that NOAA's disclosure was other than inadvertent. Based on the record before us, we cannot conclude an intentional or "knowing" disclosure was made, and therefore have no basis to disagree with the agency's conclusion that the disclosure did not amount to a PIA violation. See AR, Tab 10, Investigation Memo at 6.

prejudiced by the disclosure. *Associated Energy Grp., LLC*, B-420857.6, B-420857.7, Jan. 10, 2024, at 10.

As noted above, NOAA concluded that the disclosure of Lynker's incumbent pricing information did not harm the integrity of the procurement. AR, Tab 10, Investigation Memo at 6. In reaching this conclusion, the agency found that the disclosed pricing information was not competitively useful, primarily because the incumbent task order had been awarded 5 years ago, the RFQ was issued under a different IDIQ contract with different labor categories, and the RFQ contemplated a different type of task order (fixed-price level-of-effort). *Id.* In the agency's view, the information was "sufficiently stale," "obsolete and not a valid basis for comparison," and the agency asserted that it "[d]id not intend to use the pricing contained in the hidden tabs [DELETED] for this solicitation." *Id.* at 6-7. Additionally, the agency found there was no impact on the procurement because Propel and its members were the only firms that accessed the information in the hidden worksheets. *Id.* at 9.

The protester disputes the reasonableness of the agency's conclusions, asserting that "NOAA focused on cosmetic, meaningless differences" and contending "the disclosure provided Propel's competition invaluable actionable insight into Lynker's recent pricing for the same services required under the Solicitation that [DELETED]." Supp. Protest & Comments at 17. Propel also challenges the agency's determinations concerning whether Propel's competitors accessed the hidden worksheets. Protest at 22; Supp. Protest & Comments at 17-27.

In this case, we need not resolve the parties' disagreement about whether the incumbent pricing information was competitively useful because, even assuming the facts most favorable to the protester, we conclude that NOAA reasonably determined that the disclosure did not impact the procurement because the agency's investigation demonstrated that the other vendors did not access the incumbent pricing information. In this regard, in light of the agency's reasonable actions, the protester ultimately has not demonstrated that other vendors received an unfair advantage or that it was otherwise competitively prejudiced by the disclosure.

Specifically, as discussed above, NOAA investigated whether potential vendors accessed the incumbent pricing information in the original version of the RFQ price schedule by sending a letter with questions to the eight WOSB ProTech Oceans 2.0 IDIQ contract holders that received the RFQ. AR, Tab 10, Investigation Memo at 4-5; see also AR, Tab 9, Vendor Responses. All of the vendors certified destruction of the original version of the RFQ price schedule, and [DELETED] of the eight vendors informed NOAA they did not intend to submit quotations in response to the RFQ. AR, Tab 10, Investigation Memo at 5. The [DELETED] vendors that stated they intended to submit a quotation reported that they did not know the hidden worksheets existed, they did not access the worksheets, and they certified deletion of the original version of the RFQ price schedule. *Id.* at 9. Based on the potential vendors' responses, NOAA determined that Propel and its joint venture members were the only firms that accessed the hidden worksheets in the original version of the RFQ price schedule. *Id.* From this,

NOAA determined that the disclosure did not impact the procurement and did not put Propel at a competitive disadvantage. *Id.* at 9-10. In other words, as the agency concluded: “Potential offerors who did not access the information or know the information was included in the Solicitation’s Pricing Schedule cannot use the information, even if it is stale, obsolete information, to either gain a competitive advantage or put Lynker at a competitive disadvantage.” *Id.* at 10.

Yet, the protester takes issue with various aspects of the agency’s investigation and conclusions about deleting and accessing the information.<sup>12</sup> Protest at 21-22; Supp. Protest & Comments at 18-27. We address two representative examples of Propel’s arguments and NOAA’s responses below.

We first address one of Propel’s arguments regarding the certification that NOAA asked the potential vendors to complete. As noted above, the agency asked potential vendors to submit the following certification: “I, [insert individual’s name], certify, to the best of

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<sup>12</sup> As a corollary argument, Propel contends that the agency failed to investigate and remediate the impact of the disclosure on the non-WOSB ProTech Oceans 2.0 IDIQ contract holders. Supp. Protest & Comments at 28-30. As noted above, when NOAA issued the RFQ, it sent a courtesy copy of the RFQ, including the original RFQ price schedule, to all 17 of the IDIQ contract holders. Protest, exh. J, NOAA Email to IDIQ Contract Holders at 1. The protester argues: “The information has been reproduced untold numbers of times, and is or may be used to best Propel in this or other competitions.” Supp. Protest & Comments at 30.

The agency argues, and we agree, that Propel’s arguments are speculative. Supp. MOL at 7-8. Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester’s claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. With respect to the instant procurement, there is nothing in the record suggesting that a non-WOSB IDIQ contract holder teamed with a WOSB IDIQ contract holder and used the information from the hidden worksheets in the original version of the RFQ price schedule. Instead, the record shows that NOAA asked Propel’s competitors about their teaming partners, and none identified a non-WOSB ProTech Oceans 2.0 IDIQ contract holder. Supp. MOL at 7; *see also* AR, Tab 9, Vendor Responses. As for a competitor potentially using Lynker’s incumbent pricing information in a future procurement, we need not address this premature and speculative allegation. *See Gident Techs., Inc.*, B-405112.3, June 4, 2012, at 4 n.3 (dismissing allegation of an unfair advantage in a future procurement as premature); *see also Cox & Assocs. CPAs, PC*, B-287272.2, B-287272.3, June 7, 2001, at 4 (speculation about future events does not form a valid basis of protest). Under these circumstances, Propel has failed to raise sufficient allegations to warrant further consideration at this time.

my knowledge, information and belief after a diligent inquiry using reasonable methodology, that our company, [insert company name], is not in possession of, nor have we accessed without authority, any other companies' proprietary information." AR, Tab 8, PIA Inquiry Letters at 4.

Propel argues that NOAA could not reasonably rely on the certification because, among other reasons, "The Agency made the certification incomprehensible by requiring certification of whether information has been accessed 'without authority.' But it does not explain whose authority would have been necessary." Supp. Protest & Comments at 20. The protester contends that because NOAA disseminated the original RFQ price schedule, a vendor "would naturally feel entitled to claim that it had the Agency's authorization to access the information within the spreadsheet it had provided." *Id.* The agency responds: "A reasonable reading of the letter clearly shows that the disclosure of the information, particularly the information on the hidden worksheets of the pricing schedule, was potentially improper and problematic and may have contained another company's proprietary information." MOL at 13.

We agree with the agency. When the certification is read in context, the protester's interpretation of the certification language is unreasonable. NOAA's letter to the potential vendors explained that the PIA prohibits the knowing disclosure or receipt of source selection information, and it stated that the agency was conducting an investigation because the agency learned of a potential PIA violation with respect to the original version of the RFQ price schedule. AR, Tab 8, PIA Inquiry Letters at 2-3. In the letter, NOAA directed the potential vendors to delete the original version of the RFQ price schedule, it asked whether anyone had accessed the hidden worksheets, and it asked whether the company was aware of any source selection information being disclosed to individuals within the company. *Id.* at 3-4. In this context, it would be unreasonable for a potential vendor to believe that NOAA authorized the potential vendors to access and use the information in the hidden worksheets. Accordingly, we reject the protester's argument challenging NOAA's reliance on the certification.

We next address an example of Propel's arguments concerning the agency's assessment of the potential vendors' responses to the questions in NOAA's letter. As noted above, the agency considered the potential vendors' responses, and the agency found that the only [DELETED] WOSBs other than the protester that planned on submitting quotations (referred to here as "Vendor A" and "Vendor B") did not know the hidden worksheets existed, did not access the hidden worksheets, and certified deletion of the original version of the RFQ price schedule. AR, Tab 10, Investigation Memo at 9. The protester argues it was unreasonable for NOAA to conclude that the protester's competitors deleted, and no longer had access to, the original version of the RFQ price schedule. Supp. Protest & Comments at 23-24.

The record shows that in response to NOAA's letter, Vendor A wrote that it deleted the file from the firm's shared Google Drive, all employees permanently deleted the email with the RFQ price schedule from their accounts, and the firm's director of information

technology services searched emails and Google Drives for additional copies.<sup>13</sup> AR, Tab 9, Vendor Responses at 5, 9. Vendor A wrote: “[Vendor A] employees no longer have access to the [original] Pricing Schedule.” *Id.* at 9. For its part, Vendor B wrote that it deleted all known copies of the file upon receipt of NOAA’s letter, and when “deleted files were identified in SharePoint server primary and secondary recycle bins” the following day, those files were also deleted.<sup>14</sup> *Id.* at 48. Vendor B wrote: “We hereby recertify full deletion and purging of the file from [Vendor B] systems.” *Id.*

The protester complains that NOAA’s assessment of Vendor A’s response was deficient because Vendor A “conspicuously did not explain whether additional copies were found or what became of them.” Supp. Protest & Comments at 24. Similarly, Propel states that although Vendor B told NOAA that all known copies that had been saved on SharePoint were deleted, Vendor B “conspicuously never mention[ed] what became of the email copies (much less any other copies that had been made in the time between the November 13 disclosure and the December 4/5 deletion).” *Id.* NOAA responds that without any specific allegations or evidence to the contrary, the agency’s reliance on the vendors’ responses was reasonable and should not be overturned based on unsupported inferences. MOL at 12.

On this record, we agree with the agency and are not persuaded by the protester’s arguments. The protester’s arguments disregard other statements in the vendors’ response that undermine Propel’s claims. For example, the protester’s allegation that Vendor A did not explain whether additional copies were found when the company conducted additional searches and what become of them is undermined by Vendor A’s statement that “[Vendor A] employees no longer have access to the [original] Pricing Schedule.” AR, Tab 9, Vendor Responses at 9. To the extent any additional copies were found, Vendor A certified deletion and said they could not be accessed. Likewise, the protester’s assertion that Vendor B did not speak to all possible copies of the original version of the RFQ price schedule is undercut by Vendor B’s statement that it fully deleted and purged the file from its systems. *Id.* at 48. While Propel attempts to poke holes in the vendors’ responses and NOAA’s determinations regarding those responses, we find the agency reasonably concluded that Vendors A and B deleted the original version of the RFQ price schedule.

In sum, the agency reasonably determined that the inadvertent disclosure of Lynker’s incumbent pricing information did not provide Propel’s competitors with an unfair competitive advantage because the protester’s competitors did not know the hidden

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<sup>13</sup> Vendor A also identified individuals outside the company to which the company had forwarded the RFQ, and it wrote the individuals did not see any hidden worksheets in the RFQ price schedule, and they certified deletion of the original version of the price schedule. AR, Tab 9, Vendor Responses at 7-8.

<sup>14</sup> Vendor B stated that although it had forwarded the RFQ to one individual outside the company, that person did not open the RFQ price schedule, and she certified deletion of the file. AR, Tab 9, Vendor Responses at 47.

worksheets existed, did not access the hidden worksheets, and certified deletion of the original version of the RFQ price schedule.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel