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# Decision

**Matter of:** Threat Tec, LLC

**File:** B-424221

**Date:** April 23, 2026

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## DIGEST

1. Protest that the agency improperly issued a sole-source award to another firm under the Small Business Innovation Research program is dismissed as untimely, and the supplemental protest deriving from this untimely protest is also untimely.
  2. Protest that the agency violated the Procurement Integrity Act is dismissed as premature and, in any event, lacks a legally sufficient basis.
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## DECISION

Threat Tec, LLC, of Hampton, Virginia, protests the award of a sole-source contract to Chitra Productions, L.L.C., a small business of Virginia Beach, Virginia, made by the Department of the Army, the Army Transformation and Training Command (T2COM), for a variety of services to assist T2COM with its mission. Threat Tec asserts that the Army improperly issued this sole-source contract, and violated the Procurement Integrity Act (PIA)<sup>1</sup> and failed to investigate this alleged violation.

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<sup>1</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).

We dismiss the protest.

## BACKGROUND

The Army issued request for proposals (RFP) No. W911S025RA001 on January 3, 2025, to obtain intelligence support services to assist the T2COM Deputy Chief of Staff for Intelligence (G-2) with T2COM's mission.<sup>2</sup> Contracting Officer's Statement (COS) at 1. T2COM-G2's mission is to understand, visualize, describe, deliver, and assess the operational environment (OE) to reduce risk and prevent surprise. The OE is the aggregate of the conditions, circumstances, and influences that affect the capabilities and decisions of the commander, and encompasses air, land, maritime, space, and cyberspace domains, and other environments and factors. Agency Report (AR), Tab 19, Sole-Source Bridge Contract, Performance Work Statement (PWS) at ¶¶ 1.2, 1.2.1. The RFP provides that the contractor will assist the agency by performing a wide variety of intelligence support services and tasks. Threat Tec-Yorktown JV, LLC, a joint-venture partnership between Threat Tec and Yorktown Systems Group, Inc., is the incumbent contractor for this requirement. COS at 1.

Threat Tec-Yorktown JV, LLC, did not submit a proposal for this latest solicitation. Its two members parted ways and separately submitted proposals, each with different joint venture partners. Threat Tec joined with Kinetic Concepts, LLC, and submitted a proposal as a joint-venture partnership called United Defense, LLC. Yorktown entered into a joint venture partnership with Legion Systems, LLC, and submitted a proposal under the joint venture name, Evocati Solutions JV, LLC. COS at 1.

On August 27, the Army emailed unsuccessful offerors notice that the apparent awardee was Evocati. COS at 2. On September 19, United filed a protest with our Office, asserting that Yorktown, one of the partners in Evocati, violated the PIA by improperly obtaining Threat Tec's proprietary information, and that the Army failed to adequately investigate this alleged violation. *Id.* The Army stayed the award of the contract while that protest was pending.

While United's protest was pending at our Office, the Army determined that it needed to continue to obtain the required services on a temporary basis and considered several options. COS at 2. The Army considered awarding the bridge contract to Threat Tec-Yorktown JV, LLC, but determined that such an award would be problematic because the companies were engaged in litigation against each other at the time, and according to the joint-venture's SAM.gov registration, the registration was due to expire in February 2026. *Id.* The Army also considered awarding a bridge contract to either Threat Tec or Yorktown individually, but determined that an award to either firm would result in further protests, and in any case, Threat Tec had not demonstrated that it could perform on its own. *Id.* at 3.

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<sup>2</sup> T2COM was formerly the US Army Training and Doctrine Command. COS at 1.

Before the Army moved forward with awarding a short-term bridge contract, on December 9, we dismissed United's protest as untimely and lacking a valid basis of protest. *United Defense, LLC*, B-423577.2, Dec. 9, 2025 (unpublished decision).

On December 12, United filed a protest at the Court of Federal Claims challenging the award to Evocati, asserting that the agency violated the PIA. After the protest was filed, the agency agreed to voluntarily stay performance of the contract during the pendency of the protest. Protest at 5; COS at 4.

On the same day, the Army decided to obtain some of the services it required through an award to another firm, Chitra, utilizing the Small Business Innovation Research (SBIR) program. COS at 4. The SBIR program is designed to increase the participation of small business concerns in federally funded research or research and development. See SBIR Program Act of 1982, 15 U.S.C. § 638 (the "SBIR statute"). The program has three phases. Under phase I, firms competitively apply for an award to test the scientific, technical, and commercial merit and feasibility of a concept. 15 U.S.C. § 638(e)(4)(A). If this is successful, a firm may be invited to apply for a phase II award to further develop the concept. *Id.* at § 638(e)(4)(B). Under phase III, an agency may issue an award for "work that derives from, extends, or completes efforts made under prior funding agreements under the SBIR program[.]" *Id.* at § 638(e)(4)(C).

After conducting a search of the SBIR awards the Army determined that the services it required could be performed based on work completed under SBIR phase I and II contracts. COS at 3. Chitra purchased the assets of a company involved in a phase II contract, primarily the New Threats to Updated Cyber Training in Minutes, not Months (CYRIN) technology, and the Army determined it could make a phase III award to Chitra as a successor-in-interest. *Id.* at 3, 7.

On January 6, 2026, the Army asked Chitra to submit a proposal for an approach to assisting T2COM with some of its requirements: ensuring that all of T2COM's projects are consistent with each other and no duplicative efforts exist; and utilizing the ASCENT technology for rapid analysis of the OE, training, and support. COS at 4; PWS at ¶ 1.3. The Army made a sole-source SBIR phase III award to Chitra on January 13, to be performed over a 26-day phase-in period and a 12-month base period. *Id.*; *Id.* at ¶ 1.1.4. The Army notified Threat Tec of this award on January 20. Protest at 5. On January 22, Threat Tec emailed the contracting officer asserting that Threat Tec's former program manager now worked for Chitra, and this raised substantial concerns that the program manager may have used or disclosed Threat Tec's protected information in violation of the PIA. AR, Tab 22, Email from Protester to Agency; Tab 24, Email from Protester to Agency, attach. PIA Letter. The same day, Threat Tec received a response stating that its email had been deleted without being read. Protest, exh. E, Email from Agency to Protester. This protest followed.

## DISCUSSION

Threat Tec asserts that the agency improperly awarded this sole-source bridge contract to Chitra in violation of procurement laws and regulations, and that the agency violated the PIA and failed to investigate the alleged violation. For the reasons discussed below, we find that Threat Tec's challenges to the award are untimely and its assertions regarding the PIA are premature, and the protest must be dismissed.

### Sole-Source Award

Threat Tec initially asserted in its protest, filed on January 23, that the agency made an improper sole-source award to Chitra. Threat Tec argued that the Army violated the Competition in Contracting Act (CICA) and failed to prepare and post a written justification and approval (J&A) to support its rationale for taking exception to full and open competition requirements as required for a sole-source procurement.<sup>3</sup> Protest at 6-7.<sup>4</sup>

On January 28, the agency filed a redacted version of its determination and findings (D&F), which documented its rationale for overriding the CICA stay in place at the Court and issuing the sole-source award to Chitra. The D&F stated several times that the agency made a phase III award to Chitra under the SBIR program. This was the first time the protester learned that the agency utilized the SBIR program for this procurement. Electronic Protest Docketing System (EPDS) Docket No. 13, Redacted D&F at 6-7.

On February 11, the agency requested we dismiss the protest for several reasons. As relevant here, the agency asserted in part that Threat Tec is not an interested party to challenge the award because Threat Tec is not part of the SBIR program and even if Threat Tec prevailed in this protest, Threat Tec would not be eligible for award through the SBIR program. Agency's Req. for Dismissal at 7-11. On February 17, the protester filed its response to the request for dismissal, and, for the first time, asserted in part that Chitra is not eligible to receive a phase III award under the SBIR program. Threat Tec

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<sup>3</sup> While CICA requires agencies to obtain full and open competition in its procurements through the use of competitive procedures, CICA provides for various exceptions to full and open competition. 41 U.S.C. §§ 3304(a), 3306(a)(1). As a general matter, when an agency uses noncompetitive procedures, it is required to execute a written J&A with sufficient facts and rationale to support the use of the cited authority. *Id.* at § 3304(e); Federal Acquisition Regulation (FAR) sections 6.302-1, 6.303, 6.304.

<sup>4</sup> Threat Tec also asserted in its protest that the agency violated procurement laws and regulations by overriding the CICA stay in place regarding the contract awarded to Evocati. Protest at 6-8. Threat Tec did not renew this argument in its comments, and as a result we consider it abandoned. See Comments & Supp. Protest *generally*; *Crown Point Systems*, B-413940, B-413940.2, Jan. 11, 2017, at 6 n.3.

argued that the official government website for the SBIR program includes a list of every SBIR award made since the program's inception and that this list, which is publicly available, did not list any phase I or II awards to Chitra. Protester's Resp. to Agency's Req. for Dismissal at 3 (referring to U.S. Small Business Administration, Data Resources, America's Seed Fund, <https://www.sbir.gov/data-resources>). Threat Tec did not refer to this argument as a supplemental protest ground. We declined to dismiss the protest at that time to allow the record to develop further and clarify key facts.

In the agency report, filed on February 27, the agency renewed its request for dismissal. The agency reasserted the bases of dismissal already raised. The agency also asserted that Threat Tec's argument that Chitra is not eligible for a phase III award was an untimely supplemental protest because Threat Tec waited more than 10 days after learning of the basis for this argument from the D&F to raise it. Memorandum of Law (MOL) at 20.

The agency also responded on the merits and explained that Chitra is a successor-in-interest to Architecture Technology Corporation's (ATC) SBIR phase II contract. That is, Chitra purchased all relevant technology and intellectual property (IP) from ATC's phase II contract, including CYRIN – a technology that provides an artificial intelligence (AI)-driven platform for rapid scenario development, virtual training environments, and performance analytics tailored to OE replication in leader development, training, and Doctrine, Organization, Training, Material, Leadership, and Personnel integration. AR, Tab 45, D&F at 6.<sup>5</sup> The agency further explained that in this phase III contract, Chitra will employ its Advanced Solutions for Curriculum, Education, and Next Generation Training (ASCENT) system, which builds upon and derives from CYRIN by adding capabilities for intelligence domains, incorporating AI, cloud-based systems, machine learning, and a modular training stack. The agency argues that, as a result, Chitra is eligible for this phase III award as a successor-in-interest to ATC, and the work to be performed in this contract derives from the work performed by ATC in the phase II contract, in accordance with the regulatory and statutory requirements of the SBIR program. MOL at 4-5; 24-26.

Threat Tec responded that its first challenge, as stated in its protest, was that the agency's decision to make this sole-source award outside full and open competition was improper, and that this argument broadly encompassed its objection to Chitra's eligibility to receive a phase III award. Threat Tec argues that it could not have filed a supplemental protest ground any time before the agency report was filed because it would have lacked a legally sufficient basis. Threat Tec also filed a supplemental protest asserting that Chitra is not a successor-in-interest to ATC because Chitra did not purchase all the relevant technology and IP that was part of ATC's phase II procurement. To support this claim, Chitra points to a portion of the purchase agreement between Chitra and ATC that states: "[DELETED]." AR, Tab 8, SBIR Phase

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<sup>5</sup> "EPDS Docket No. 13, Redacted D&F" and "AR, Tab 45, D&F" are two separate redacted versions of the D&F. AR, Tab 45, D&F has less redactions than the EPDS Docket No. 13, Redacted D&F.

2 Purchase Agreement, exh. A, Technology Assets & Rights To Be Transferred at 1. Threat Tec argues that this language does not clearly establish that Chitra purchased all relevant technology and IP needed to perform the phase III contract. Protester's Comments & Supp. Protest at 6-8, 10.

The agency responds that Threat Tec's supplemental protest (or in the agency's view, Threat Tec's second supplemental protest)--that Chitra is not a successor-in-interest--is also untimely. The agency acknowledges that Threat Tec did not become aware that Chitra is a successor-in-interest until the agency report was filed, but asserts that, nevertheless, this information only came to light as a result of Threat Tec's untimely argument that Chitra is not eligible for a phase III award, and therefore Threat Tec's supplemental protest is also untimely. Supp. MOL at 8-9.

Threat Tec counters that its supplemental protest is timely. Threat Tec argues that while the redacted D&F it received on January 28, disclosed that Chitra received a phase III award under the SBIR program, it did not disclose that Chitra is a successor-in-interest, and there is no public information that Threat Tec could've discovered that disclosed that information either. Threat Tec contends that, as a result, it could not have challenged Chitra's status as a successor-in-interest until after the agency report was filed, and therefore its supplemental protest is timely. Supp. Comments at 4-5.

Here, we find that Threat Tec's argument that Chitra is ineligible to receive a phase III award, or, in our view, its first supplemental protest, is untimely. Our regulations provide that a protest must be filed not later than 10 days after the protester knows or should have known the basis for its protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2). As described above, the protester learned that the Army awarded Chitra a phase III contract under the SBIR program on January 28, when it received a copy of the D&F. The D&F provided as follows:

The required services for the T2COM OE/G-2 Core Services were found to be available through a completed SIBR Phase I and II under SBIR topic AF203-DCSO1. In accordance with (IAW) the [SBIR] Program Policy Directive (May 2023) and the Small Business Act (15 U.S.C. 638), the services required were found to be available through Phase III awards to Chitra Productions LLC.

EPDS Docket No. 13, Redacted D&F at 6.

Despite that advisement, Threat Tec did not raise any arguments based on that information until February 17, when it filed its response to the request for dismissal. At that point, Threat Tec argued that Chitra never received a phase I or II award and was therefore ineligible to receive a phase III award:

Moreover, the official government website for the SBIR program includes a list of "[e]very [SBIR] award since the program's inception." U.S. Small Business Administration, Data Resources, America's Seed Fund,

<https://www.sbir.gov/data-resources> (last visited Feb. 17, 2026) (providing an [SBIR] award database and company database that shows every entity that has one at least one award). This publicly available government source, which is the same source the Agency used when it conducted its search, See EPDS Docket No. 13 Ex. 1 at 6, lists no SBIR award to Chitra, ever. Id. Applying the Agency's own reasoning, Chitra is also not eligible for an SBIR Phase III award.

Protester's Resp. to Req. for Dismissal at 3.

Although the protester contends that the argument did not need to be raised independently or otherwise satisfy our timeliness standards because it is broadly encompassed by its initial challenge that the agency failed to conduct a full and open competition, we are unpersuaded. Instead, this allegation is a new or supplemental protest ground that is required to be independently timely. It is a new or supplemental protest because it involved different facts from Threat Tec's original argument as filed in its protest. Threat Tec's original argument was that the agency made an improper sole-source award in violation of CICA, and its supplemental argument is that Chitra is ineligible for award under the SBIR program. Threat Tec's supplemental argument required a separate explanation from the agency--that is, why Chitra was eligible to receive award under the SBIR program as opposed to why the agency failed to prepare and post a J&A. See e.g., *Coulson Aviation USA, Inc.*, B-423952, B-423952.3, Feb. 4, 2026, at 5 (Where a protester timely files a broad initial allegation and later supplements that broad allegation with allegations that amount to specific examples of the initial, general challenge, and these examples involve different factual circumstances that require a separate explanation or defense from the agency, these specific examples must independently satisfy our timeliness requirements).

Additionally, we are not persuaded that this supplemental protest ground would have failed to meet our standards regarding legal sufficiency. Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest. 4 C.F.R. §§ 21.1(c)(4), (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.

Here, the agency stated in its D&F that Chitra received the phase III SBIR award based on work completed in phase I and II awards. EPDS Docket No. 13, Redacted D&F at 6. Threat Tec researched the public SBIR database and did not find any record of work completed by Chitra in a phase I or II award. Protester's Resp. to Req. for Dismissal at 3. Therefore, Threat Tec was in possession of sufficient evidence to support a credible allegation that Chitra was not eligible to receive a phase III SBIR award, and its protest ground would have had a legally sufficient basis. As already described, the D&F filed on January 28, disclosed that the agency was making a phase III SBIR award to Chitra based on work completed in phase I and II contracts. EPDS Docket No. 13,

Redacted D&F at 6-7. Thus, based on the information in the D&F, and Threat Tec's own public research, Threat Tec was required to file its challenge asserting that Chitra was ineligible to receive a phase III award by Monday, February 9.<sup>6</sup> Because Threat Tec did not raise this argument until February 17, it is untimely and must be dismissed. *Coulson, supra* at 6-7.

Next, Threat Tec's supplemental protest filed on March 9, (or, in our view, its second supplemental protest) that Chitra is not a successor-in-interest is also untimely because this information was produced in the agency's report responding to Threat Tec's untimely supplemental protest that Chitra is ineligible to receive a SBIR phase III award. Our Office has previously found that supplemental protest grounds should be dismissed as untimely if they are based on information contained in an agency report made in response to an untimely initial protest. *K&K Industries, Inc.*, B-420422, B-420422.2, Mar. 7, 2022, at 8 ("Having found that K&K's initial protest was untimely, we also dismiss as untimely its supplemental protest based on information contained in the agency report."); *Bart & Associates, Inc.*, B-414234, B-414234.2, Feb. 24, 2017, at 5-6 ("Because we find that Bart's initial protest was untimely, it follows that the protester's supplemental protests are also untimely because these arguments are based on information contained in the agency's report in response to Bart's untimely initial protest."); *General Physics Federal Systems, Inc.*, B-274795, Jan. 6, 1997, at 3-4.

We recognize that Threat Tec's original argument that the agency made an improper sole-source award and failed to post a J&A was timely, but the D&F revealed that the agency utilized the SBIR program as its acquisition method and thus was not required to post a J&A. When the D&F was filed, Threat Tec's original argument was no longer viable, and Threat Tec had sufficient new information to investigate whether there was still a procurement impropriety and was required to pursue the information if it believed a procurement impropriety still existed. Protesters have an affirmative obligation to diligently pursue information that forms the basis for their protest and must do so in a reasonably expeditious manner, considering the circumstances of the case. *General Physics, supra* at 2. A protester may not passively await information providing a basis for protest. *Waterfront Technologies, Inc.*, B-403638.3, Feb. 22, 2011, at 2-3. As we have already discussed, Threat Tec did not file a timely supplemental protest challenging Chitra's eligibility, and therefore its second supplemental protest filed in response to the agency report that was based on Threat Tec's untimely supplemental protest must also be dismissed as untimely. Considering these grounds to be timely raised is inconsistent with our goal of resolving protests expeditiously, without unduly disrupting or delaying the agency's procurement process. *Bart & Associates, supra* at 6.

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<sup>6</sup> Our Bid Protest Regulations provide that when the last day of a time period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. 4 C.F.R. § 21.0(d). Here, the last day of the 10-day period following the filing of the D&F was Saturday, February 7. Thus, according to our regulations, the last day to file a timely challenge based on the information in the D&F was Monday, February 9.

We also note that, in any case, we have considered Threat Tec's argument that Chitra is not a successor-in-interest and determined that Threat Tec has not given us a reason to question the agency's judgment that Chitra is a successor-in-interest to ATC. Although the purchase agreement between Chitra and ATC excludes some of the assets from the phase II contract, the purchase agreement states several times that CYRIN (now ASCENT) in its entirety has been sold to Chitra, and ATC's president and Chitra's CEO have provided declarations stating that all relevant technology and IP, particularly regarding "[DELETED]," have been fully transferred to Chitra. AR, Tab 8, SBIR Phase 2 Purchase Agreement at 1, 3; Agency's Resp. to Add'l. Briefing, exh. 2, ATC President Declaration at ¶ 4; Agency's Resp. to Add'l. Briefing, exh. 3, Chitra CEO Declaration at ¶ 4. As a result this protest ground is denied. *Digital Force Technologies, Inc.*, B-423319, May 19, 2025, at 18 (finding no basis to question the agency's conclusion that the awardee was a successor-in-interest where the record showed the agency reasonably relied on the awardee's proposal and the asset purchase agreement and the protester failed to demonstrate that the agency acted unreasonably).

#### Procurement Integrity Act

Threat Tec next asserts that the agency violated the PIA by awarding this contract to Chitra. Threat Tec reasons that, as Chitra is currently employing Threat Tec's former program manager, the agency "knowingly plac[ed] an individual with direct knowledge of Threat Tec's proprietary proposal information in a position to influence Chitra's performance under the bridge contract, [and therefore] the Agency created a situation rife with risk of improper disclosure or use of sensitive procurement information." Protest at 8. Threat Tec further asserts that these circumstances provided sufficient evidence of a potential PIA violation such that the agency should have initiated an investigation but failed to do, in violation of the PIA and the FAR. *Id.*

As described above, Threat Tec sent a letter to the agency on January 22, asserting that these circumstances could indicate a potential PIA violation. AR, Tab 22, Email from Protester to Agency; Tab 24, Email from Protester to Agency, attach. PIA Letter. The same day Threat Tec received a response that its email had been deleted without being read. Protest, exh. E, Email from Agency to Protester. Threat Tec filed this protest on January 23.

The agency responds that we should dismiss this protest ground as premature. The agency explains that despite the response email the protester received, the protester's report was received and reviewed by the contracting officer. MOL at 12; AR, Tab 25, Email from Agency to Agency, Jan. 22, 2:05 PM. The agency asserts that as this protest was filed only one day after Threat Tec notified the agency of the potential PIA violation, the agency did not have sufficient time to review it and determine whether an investigation was warranted. COS at 4-5. The agency claims an investigation has begun and therefore the protest should be dismissed as premature because our Office

has held that, generally, we will not consider a protest alleging a PIA violation prior to the agency's response. MOL at 35-36; COS at 6.

The agency also argues that, in any case, Threat Tec's argument lacks a legally sufficient basis. The agency asserts that our cases hold that protesters requesting that our Office review an alleged PIA violation, and an agency's failure to investigate one, must demonstrate misconduct on the part of the government in order to have a legally sufficient basis. The agency contends that Threat Tec has not asserted that there has been any government misconduct and cannot demonstrate any. As a result, the agency avers that we must dismiss this protest ground. MOL at 32-34.

Threat Tec responds that the contracting officer's statement that an investigation is ongoing is not credible and the agency has not provided sufficient evidence to establish that an investigation is ongoing. Comments & Supp. Protest at 3-4. The protester also responds that such an investigation would not retroactively remedy the agency's original failure to commence one. *Id.* at 12-13. Regarding the agency's argument that this protest ground lacks a legally sufficient basis, Threat Tec seems to respond that it believes it can or has demonstrated misconduct on the part of the government, but states that it is "the Agency's failure to [investigate the alleged violation] that forms the basis of Threat Tec's challenge." *Id.* at 12. Threat Tec seems to assert that the agency's failure to initiate the investigation of the alleged PIA violation is the misconduct that forms the basis of its protest of an alleged PIA violation. Threat Tec did not say anything in its comments to further its initial argument that the agency acted improperly by awarding the contract to Chitra while Chitra employed Threat Tec's former program manager. *Id.* at 11 n.6, 12-13.

Here, we find that Threat Tec's protest of the agency's failure to investigate an alleged PIA violation is prematurely filed. Where a protester seeks to pursue a protest regarding an alleged PIA violation at our Office, the protester must first "report the information it believed constituted evidence of the offense to the Federal agency responsible for the procurement within 14 days after the protester first discovered the possible violation." 4 C.F.R. § 21.5(d). GAO will not generally consider a protest alleging a PIA violation prior to the agency's response to a timely allegation. *Alvarez & Associates, LLC*, B-423591, B-423591.2, July 7, 2025, at 4 (dismissing protest that the agency violated the PIA as premature where the protester filed its argument on the same day that the protester first reported the alleged violation to the agency and the agency confirmed that it was preparing a response to the protester's report).

We recognize that until the agency's response to the protest, the protester was not aware that the agency had read its report and commenced an investigation. However, the agency has stated several times that the protester's report has been reviewed and an investigation is underway. MOL at 35-36; COS at 6 ("The Agency's review of the allegation is ongoing and the record is still developing due to this GAO protest . . . Threat Tec will be notified of the outcome after the agency completes its review of Threat Tec's allegation."). The protester offers us no reason to question the credibility of the agency's statements other than its general claim that they are not credible.

Because the record shows that the agency is in the process of investigating the alleged PIA violation, the protester's allegations of a PIA violation and the agency's failure to investigate one are premature. The proper time to protest both the agency's conclusions concerning a possible violation of the PIA, and the procedural sufficiency of the agency's investigation, is after the agency's investigation is complete. *IBM Corp.*, B-415798, Mar. 27, 2018, at 9 (dismissing protest that the agency violated the PIA and failed to promptly pursue the investigation as premature where the agency stated an investigation was ongoing).

Nevertheless, even if we were persuaded that the agency's statements about the ongoing investigation were not credible, we would dismiss this protest ground for lacking a legally sufficient basis because Threat Tec has failed to assert any misconduct on the part of the government. Instead, Threat Tec speculates about potential matters at issue between private parties. As stated above, our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest. 4 C.F.R. §§ 21.1(c)(4), (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, supra*.

Our Office has stated that to sufficiently allege a PIA violation, protesters must make a credible allegation of government misconduct. *Mitchco Int'l, Inc.*, B-418481.3, B-418481.4, June 9, 2020, at 5-6 (dismissing protester's PIA allegations for failing to state a legally or factually sufficient basis of protest where the protester failed to make any credible allegation of government misconduct). In its protest, Threat Tec appeared to assert that the action of awarding the contract to Chitra, while Chitra employed Threat Tec's former program manager, was misconduct on the part of the government because the agency created a risk that Threat Tec's proprietary information would be disclosed to Chitra. Threat Tec has not provided any evidence that its proprietary or confidential financial information has been disclosed to Chitra, or that a government actor had any involvement in such conduct. Further, we fail to understand how the agency engaged in any misconduct with respect to the PIA or harmed Threat Tec solely by awarding the contract to Chitra. The core of Threat Tec's concern is grounded in the fact that Chitra hired Threat Tec's former program manager, who may, potentially, disclose Threat Tec's proprietary information to Chitra. That eventuality, however, does not involve any government actor and is the essence of a private dispute. *Mitchco Int'l, Inc., supra*. In any case, Chitra did not renew this argument in its comments, and instead focused solely on the agency's alleged failure to conduct an investigation. See *Comments & Supp. Protest generally*.

To the extent Threat Tec contends that it has sufficiently alleged misconduct on the part of the government because it argues the agency failed to investigate an alleged PIA violation, such argument misconstrues our standard for legal sufficiency regarding allegations of a PIA violation. Critically important, protesters must allege misconduct on the part of the government that could indicate a potential PIA violation in order for us to review an allegation that an agency failed to investigate an alleged PIA violation. The

agency's alleged failure to investigate, by itself, is not the misconduct that gives rise to a PIA violation and therefore is not a legally sufficient basis of protest. As a result, we find that the protester has not alleged any misconduct on the part of the government to sufficiently allege that there has been a PIA violation. Where protesters have failed to make an allegation of government misconduct, we have found no basis to review protest allegations challenging the adequacy of the agency's PIA investigation. *Jacobs Technology, Inc.*, B-421739.3 *et al*, Jan. 31, 2024 at 12. As a result, this protest ground is dismissed.

The protest is dismissed.

Edda Emmanuelli Perez  
General Counsel