U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Comptroller General
of the United States

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Decision

Matter of: Highlight Technologies, Inc.

File: B-424060.2

Date: May 22, 2026

C. Peter Dungan, Esq., Lyle F. Hedgecock, Esq., Lauren S. Fleming, Esq., and Cash W. Carter, Esq., Miles & Stockbridge P.C., for the protester.
Taylor R. Holt, Esq., Maynard Nexsen PC, for FedTec, LLC, the intervenor.
Shirin Ahlhauser, Esq., General Services Administration, for the agency.
Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of agency's post-corrective action technical evaluation is dismissed as untimely where the protester failed to timely challenge similar evaluation findings following the original award.

2. Protest alleging that agency misled protester into submitting a higher-priced quotation is denied where all offerors were provided the same information and were permitted to structure their quotations to best address the solicitation requirements based on their own business judgements.

3. Protest challenging agency's best-value tradeoff and source selection decision is denied where the agency's tradeoff decision was reasonable, adequately documented, and consistent with the terms of the solicitation.

4. Protest that awardee violated the Procurement Integrity Act is dismissed as legally and factually insufficient where the protester's allegations, even if unrebutted, fail to establish a violation of law by the agency.

DECISION

Highlight Technologies, Inc., a small business of Fairfax, Virginia, protests the issuance of a call order to FedTec, LLC, a small business of Reston, Virginia, under request for quotations (RFQ) No. 47HAA025Q0048, issued by the United States General Services Administration (GSA), Office of the Chief Information Officer, for enterprise data analytics shared services (DASS) operations and maintenance (O&M) support. The

protester challenges various aspects of the agency's evaluation and source selection decision and contends that the awardee violated the Procurement Integrity Act (PIA).

We deny the protest.

BACKGROUND

On August 5, 2025, the agency issued the solicitation to all holders of GSA's Corporate Information Technology Service blanket purchase agreement (BPA). Contracting Officer's Statement (COS) at 1; Agency Report (AR), Exh. 2, RFQ at 1.[1] The RFQ contemplated the issuance of a call order with fixed-price and labor-hour contract line items (CLINS) to provide professional support services for GSA's enterprise DASS portfolio for a 12-month base period, four 12-month option periods, and a 6-month option to extend services.[2] RFQ at 4, 8, 19; PWS at 3.

The agency was to issue the call order on a best-value tradeoff basis, considering price and the following non-price factors listed in descending order of importance: (1) technical capability; (2) staffing; and (3) past performance.[3] RFQ at 8-9. The RFQ specified that the non-price evaluation factors, when combined, were significantly more important than price. *Id*. at 16. However, the solicitation stated that as quotations became "more equal in terms of technical/non-price evaluation factors, price will become a more important factor." *Id*.

The solicitation provided that the agency would calculate the total evaluated price by adding the quotation prices for the 12-month base period, the four 12-month option periods, and the optional 6-month extension period. RFQ at 15. As relevant to this decision, the RFQ instructed vendors to prepare their price quotations using a price schedule attached to the solicitation that was to include "pricing for each task identified in the [PWS]" for the base year and all option periods. *Id.* at 7-8. The price schedule included space for vendors to list their proffered labor categories, hours, and labor rates to accomplish the PWS's defined O&M tasks. AR, Exh. 6, RFQ attach. D, Price Schedule. The schedule separately included three line items for optional services: (1)

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[1] The agency amended the solicitation twice. Unless otherwise noted, citations to the RFQ in this decision are to the revised version of the solicitation issued with amendment 1 on August 14, 2025.

[2] The performance work statement (PWS) summarized the required services as the professional support of an enterprise DASS organization, O&M and optimization of current data and information systems, optional enhancements, and the application of appropriate data, security, and privacy safeguards and regulations. AR, Exh. 3, PWS at 3.

[3] The full names of the two technical evaluation factors are "technical capability and understanding of requirements" and "staffing and composition of technical team[.]" RFQ at 8-9. For clarity in the decision, we refer to these evaluation factors as technical capability and staffing.

developmental modernization & enhancements (DM&E); (2) optional supplemental labor for public building service data integration and repository management system (PDIRM) tasks; and (3) optional supplemental labor for business objects and data to decisions (D2D) tasks. *Id.*

The optional DM&E line item included a pre-filled $2 million not-to-exceed price per year of performance, while the other two optional line items were not separately priced. *Id.* As part of the question-and-answer process after the release of the initial RFQ, Highlight asked the agency whether there was a ceiling value for the optional supplemental labor line items. AR, Exh. 11, RFQ Questions and Answers at 3; Comments at 8. The agency responded that these line items would "fall under [the] DM&E" line item. *Id.*

GSA received three quotations on or before the solicitation's August 27, 2025 closing date, including quotations from Highlight and FedTec. COS at 2-3. On October 31, the agency issued the call order to FedTec. AR, Exh. 20, GSA Email to FedTec, Oct. 31, 2025, at 1. On the same day, the agency notified Highlight it had not been selected for award and, as part of GSA's IN-depth Feedback through Open Reporting Methods (INFORM) process, provided Highlight with an evaluation statement that described the strengths and weaknesses assessed in its quotation.[4] Req. for Partial Dismissal, exh. 2, Highlight INFORM Evaluation Statement, Oct. 31, 2025. On November 13, Highlight filed a protest with our Office challenging the issuance of the call order to FedTec. *Highlight Techs., Inc.*, B-424060, Dec. 9, 2025 (unpublished decision). We dismissed that protest as academic after the agency informed our Office it was taking corrective action by terminating the call order and making a new source selection decision. *Id.*

The agency subsequently evaluated Highlight's and FedTec's quotations as follows:

	Highlight	**FedTec**
Technical Capability	Excellent	Good
Staffing	Excellent	Good
Past Performance	Excellent	Good
Price	$42,874,971	$33,924,699

AR, Exh. 15, Award Decision Memorandum at 8-9.

The source selection authority (SSA) considered the relative merits of the quotations and concluded that none of the evaluated advantages in Highlight's quotation under the non-price factors justified an $8,950,272 price premium. *Id.* at 10-14. Accordingly, the

[4] INFORM is a GSA initiative designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. *Booz Allen Hamilton, Inc.--Costs*, B-420116.4, B-420116.5, July 27, 2022, at 2 n.2. INFORM seeks to provide clearer and more complete information to explain award decisions. *Id.*

SSA found that FedTec's quotation represented the best value. The agency notified Highlight that it had not been selected for award and again provided it with an evaluation statement as part of the INFORM process. Req. for Partial Dismissal, exh. 6, Highlight INFORM Evaluation Statement, Feb. 3, 2026. This protest followed.

DISCUSSION

Highlight challenges various aspects of the agency's evaluation and source selection decision and contends that the awardee violated the PIA. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have reviewed each argument and conclude that none provides a basis to sustain the protest.[5]

Price Evaluation

Highlight challenges the agency's price evaluation, contending that the agency improperly included a $2 million annual ceiling price for optional supplemental labor line items despite the solicitation not providing for the inclusion of this amount in the total price calculation. Protest at 16-23; Comments at 4-12. The protester asserts that the solicitation and related questions and answers indicated that these optional supplemental labor line items would not be separately priced from the optional DM&E line item, which was limited to a $2 million not-to-exceed amount already included in the price spreadsheet. *Id*. Highlight argues that this solicitation language, and the responses to Highlight's questions, misled Highlight into submitting a higher-priced quotation that accounted for supplemental labor to be included in the fixed-price portion of the price quotation. *Id*.

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[5] The instant protest raises new challenges, not raised in Highlight's previous protest, to weaknesses assessed in the protester's quotation under the technical capability and staffing factors. Protest at 23-35. The agency argues these protest grounds are untimely because Highlight did not challenge what are the same evaluation results from the initial award decision when it protested that first award to FedTec. Req. for Partial Dismissal at 2-4. In response, the protester states that it does "not object to dismissal" of the challenged protest grounds "on the basis of timeliness." Resp. to Req. for Partial Dismissal at 1.

Our timeliness rules provide that protests, other than those based on alleged solicitation improprieties, challenging procurements conducted pursuant to Federal Acquisition Regulation (FAR) subpart 8.4 shall be filed not later than 10 days after the basis of the protest is known or should have been known. 4 C.F.R. § 21.2(a)(2); *The MIL Corp.*, B-297508, B-297508.2, Jan. 26, 2006, at 5-6. We dismiss these protest grounds as untimely where Highlight failed to raise them until February 13, 2026, more than 10 days after the agency first notified Highlight of the assessed weaknesses, on October 31, 2025, as part of the INFORM process following the initial award.

Highlight explains that, as the incumbent, it had unique insight into how the agency categorizes enhancement work for this requirement. Highlight asserts that the incumbent contract permitted the agency to categorize enhancement work as O&M if it required less than 320 hours to implement, while enhancement work that required more than 320 hours would be separately funded under optional line items. Comments at 7 (*citing* AR, Exh. 26, Highlight Decl. at 2-3). The protester avers that it was the agency's practice on the incumbent contract to split optional enhancement work that required more than 320-hours "into smaller tasks then assign it as regular work[.]" *Id*. This practice allowed the agency to include a substantial amount of optional enhancement work under the fixed-price O&M portion of the contract based on the contract's 320-hour work threshold. *Id*. When pricing its quotation, the protester assumed that this practice would continue. Comments at 8-9; AR, Exh. 26, Highlight Decl. at 2-3.

In support of this argument, the protester points to PWS language describing the optional DM&E work as "development, modernization, and enhancements" that require "beyond 320 hours of work" to perform. Comments at 7-8; PWS at 41-42. During the question-and-answer process after the release of the initial RFQ, Highlight asked whether the agency would remove the 320-hour threshold to categorize optional DM&E work as O&M work because the contract is fixed-price. AR, Exh. 11, RFQ Questions and Answers at 3.

The agency responded:

> No. This is to define the line between O&M and Enhancement work. Any "new" work which adds new functionality not currently defined as O&M that can be completed with 320 hours will be considered O&M. Any of this same work that has a scope greater [than] 320 hours will be considered an enhancement.

Id.

The solicitation's price schedule did not include an agency-supplied ceiling price for the optional supplemental labor line items for PDIRM and business objects/D2D tasks. AR, Exh. 6, RFQ attach. D, Price Schedule. As a result, the protester also asked the agency whether there was a ceiling value for the optional supplemental labor line items. AR, Exh. 11, RFQ Questions and Answers at 3. The agency responded that the ceiling value for these optional line items would "fall under" the DM&E line item. *Id*. Based on these solicitation terms and responses to questions, the protester assumed there would be limited funding for the optional supplemental labor line items and the agency would continue to utilize piecemeal tasking of enhancement work to avoid the 320-hour threshold. Comments at 8-9. Accordingly, Highlight asserts it "[DELETED]." *Id*. at 10.

During the evaluation, however, the agency added a $2 million ceiling price for the optional supplemental labor line items onto each vendor's total evaluated price. *See*, *e.g.*, AR, Exh. 18, Price Evaluation Spreadsheet, tabs "FedTec" and "Highlight." The agency stated that it needed to include this not-to-exceed figure for the optional labor,

which had been omitted from the solicitation, to “ensure the ceiling price is accurate for this contract[.]” AR, Exh. 15, Award Decision Memorandum at 10; *see also* COS at 5. The agency ultimately selected FedTec for award after determining that the evaluated benefit of Highlight’s quotation did not warrant paying an $8.9 million price premium. AR, Exh. 15, Award Decision Memorandum at 12-14. With price thus being a discriminator in the award decision, Highlight argues that the agency prejudicially misled it into submitting a higher-priced quotation than it would otherwise have done had the agency disclosed that it intended to add a $2 million annual ceiling price for optional supplemental labor into the price calculation.

Where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order, we will review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Harmonia Holdings Group, LLC*, B-414691, B-414691.2, Aug. 17, 2017, at 4. The procuring agency, however, must accurately describe its needs and give sufficient detail in the solicitation to enable vendors to compete intelligently and on a relatively equal basis. *Salient Fed. Solutions, Inc.*, B-410174, Nov. 6, 2014, at 2. Then, vendors are reasonably expected to use their professional expertise and business judgement in anticipating risks and pricing their quotations. *Id*. at 4 (*citing JRS Staffing Servs.*, B-408202, July 16, 2013, at 2-3; *Jones, Russotto & Walker*, B-283288.2, Dec. 17, 1999, at 4-5). Accordingly, where a solicitation provides a common basis on which to submit quotations, vendors’ differing pricing strategies that merely reflect the differing business judgments of competing vendors in a best-value procurement do not provide a basis for our Office to object to the agency’s evaluation. *See Noblis, Inc.*, B-414055, Feb. 1, 2017, at 7-8. Further, competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency’s actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, at 17.

While the agency’s mid-evaluation addition of a $2 million per year ceiling price for the optional supplemental labor CLINs was inconsistent with the solicitation’s plain language and evaluation criteria, Highlight has not shown that, but for this error, the protester would have a substantial chance of receiving award. As an initial matter, Highlight’s protest fails to support the specific price difference, $[DELETED], that it claims it would have lowered its proffered O&M price had the agency disclosed the additional optional supplemental labor price ceiling. In this regard, the protester does not describe or explain how it calculated the $[DELETED] enhancement work [DELETED] it allegedly added to its O&M price based on the original price ceiling for optional DM&E work. *See* Comments at 10 (*citing* AR, Tab 26, Highlight Decl. at 4). Nor does it otherwise explain how this alleged overstatement of its price correlates to the agency’s improper addition of a $2 million per year ceiling price to the optional supplemental labor CLINs. *See id*. Rather, the protester produces this number, seemingly out of whole cloth, as part of its more general discussion of how the agency’s actions misled the firm in its pricing strategy. Because Highlight failed to present any

convincing evidence to support its claim of prejudice, we do not have a basis to sustain the protester's allegation. Assertions of prejudice without supporting explanation or evidence are not sufficient to demonstrate prejudice. *Online Video Serv.*, B-403332, Oct. 15, 2010 at 2.

Further, we are not persuaded by the protester's general contention that the agency's error in not including the ceiling price for the optional supplemental labor CLINs in the solicitation reasonably led the firm to submit a higher-priced quotation.

Here, the RFQ identified that O&M work would be performed on a fixed-price basis. *See* RFQ at 4; AR, Exh. 11, RFQ Questions and Answers at 3. The solicitation, including the questions and answers, also notified offerors that enhancement tasks that could be performed in 320 hours or less would be included in the O&M work and not separately priced under the optional line items. PWS at 41-42; AR, Exh. 11, RFQ Questions and Answers at 3 ("[a]ny 'new' work . . . not currently defined as O&M that can be completed within 320 hours will be considered O&M."). Separately, the solicitation was clear that the price used in the price schedule for the optional line items was a ceiling, or not-to-exceed price and not a fixed-price amount that would be funded if the option was exercised.[6] AR, Exh. 6, RFQ attach. D, Price Schedule; AR, Exh. 11, RFQ Questions and Answers at 3. Further, the solicitation permitted differing approaches in the context of the fixed-price procurement--that is, it allowed vendors to decide the volume and categories of labor to proffer to meet the PWS requirements and how much risk to assume when pricing their quotations.[7] *See Spry Methods, Inc; Castalia Sys., LLC.*, B-421640.3 *et al.*, Apr. 17, 2024, at 20 (explaining a fixed-price contract places the risk and responsibility for contract costs and resulting profit or loss on the contractor).

Highlight states that it based its pricing strategy on its knowledge of how the agency ordered optional enhancement work on the incumbent contract as piecemeal O&M tasks "to prevent the [a]gency from having to secure funds under other" CLINs. AR, Exh. 26, Highlight Decl. at 2; *see also* Comments at 10. The protester argues it was misled into this pricing strategy by the lack of a separate ceiling price for the optional supplemental labor line items, because it would have lowered its price had the agency disclosed an intention to fund enhancements under the optional line items. Comments at 11. Highlight's protest arguments here, however, unreasonably conflate the inclusion of a ceiling or not-to-exceed price for optional CLINs with an assumption that the

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[6] FAR 8.404(h)(3) states that labor-hour orders under a BPA, such as the optional CLINs at issue here, are to be used when it is not possible to estimate accurately the extent or duration of the work and must include a ceiling price.

[7] The RFQ did not mandate high-priced quotations nor prohibit vendors from structuring their quotations using lower-priced labor. Notably, the other two quotations received by the agency included more labor hours to perform the required O&M work at a lower price than Highlight. AR, Exh. 18, Price Evaluation Spreadsheet, tabs "LOE Analysis" and "Labor Rate Analysis."

agency will, in fact, fund and order such optional work under that CLIN. Highlight does not demonstrate, in its protest or supporting exhibits, that it had a reasonable basis to assume that the agency would fund any specific amount of work under optional CLINs based on their ceiling price. To the contrary, Highlight's assumptions in its price quotation state that it understood the not-to-exceed value in the price schedule was a "ceiling value" and "RFQ's will be issued for any GSA requirements under the three [o]ptional [t]asks utilizing the proposed [] [o]rder labor categories and rates."[8] AR, Exh. 16, Highlight Price Quotation at 2-3.

Also, the protester does not meaningfully demonstrate why a higher ceiling value for the optional CLINs would result in less O&M work, instead of potentially more optional work. As discussed above, the protester based its pricing assumptions on the agency's "longstanding practice" of splitting enhancement projects into smaller O&M tasks "to prevent the [a]gency from having to secure funds[.]" AR, Exh. 26, Highlight Decl. at 2. Highlight acknowledges that the agency declined to remove the 320-hour threshold in response to a Highlight question regarding the delineation of O&M versus enhancement tasks. Comments at 8 (*citing* AR, Exh. 11, RFQ Questions and Answers at 3). In this regard, the agency's response to Highlight's 320-hour threshold put all vendors, including Highlight, on notice that "[a]ny 'new' work which adds new functionality not currently defined as O&M that can be completed with[in] 320 hours will be considered O&M." AR, Exh. 11, RFQ Questions and Answers at 3. To the extent the protester paints a picture about how the agency has allegedly used project splitting on the incumbent contract to avoid the 320-hour threshold and assign, under O&M, work that could have been assigned under the optional CLINs, the protester does not explain how this practice has any bearing on the ceiling value for the optional line items.

In sum, the protester has not shown that the solicitation's terms, or the agency's answers to Highlight's questions that were inconsistent with the agency's inclusion of a ceiling price for the optional supplemental labor CLINs, led the firm to overstate its price or otherwise prevented the protester from competing intelligently and on a relatively equal basis with other vendors. Without more, we find that the protester has failed to demonstrate it was prejudiced by the agency's error, rather that Highlight's price reflected the exercise of business judgement as to how to best meet the agency's requirements. The onus was on Highlight to choose how to structure its quotation in order to be competitive. *See Noblis, Inc.*, *supra* at 8. The protester's post-award regret

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[8] Highlight's price quotation does include the assumption that the solicitation did not identify any pre-identified tasks under the optional supplemental labor CLINs. AR, Exh. 16, Highlight Price Quotation at 4. However, the protester similarly does not demonstrate that the post-quotation addition of a ceiling price for these CLINs necessarily means the agency has since identified optional supplemental labor tasks that will be performed under the optional CLINs instead of being considered O&M work.

that it was more risk-averse in its pricing than its competition does not provide a basis to sustain the protest.[9]

Best-Value Tradeoff

Highlight next challenges the agency's best-value tradeoff and source selection decision. Protest at 35-39; Comments at 13-16. In this regard, the protester argues that the tradeoff analysis failed to give proper weight to Highlight's evaluated technical advantages and unreasonably based the award decision on price, the solicitation's least important factor.[10] Comments at 14-16

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for the issuance of an order on a best-value basis, it is the function of the SSA to perform a price/technical tradeoff. *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, at 6. In such competitions, we review the agency's actions to ensure that the evaluation and award were conducted reasonably and in accordance with the solicitation and applicable procurement statutes and regulations. *Citizant, Inc.; Steampunk, Inc.*, B-420660 *et al.*,

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[9] Highlight more generally argues that the agency's addition of the optional supplemental labor ceiling price to the vendors' total evaluated prices was improper because the agency did not evaluate quotations based solely on the factors identified in the solicitation or amend the solicitation and allow for revised quotations. Comments at 4-5. We find that Highlight cannot demonstrate that it was prejudiced by this alleged error. *See Engility Corp., supra* at 17. As an initial matter, the record demonstrates that the agency evaluated and compared the quotations' evaluated prices with and without the ceiling prices for the optional CLINs. AR, Exh. 15, Award Decision Memorandum at 10. Further, the agency's addition of $10 million ($2 million per year times five 12-month performance periods) to each vendors' total evaluated price did not change the price differences between quotations in dollars. AR, Exh. 18, Price Evaluation Spreadsheet, tab "Annual Breakdown." However, the addition did decrease the relative price difference between quotations when expressed as a percentage because the evaluated prices were all higher while still being the same amount apart. *See id*. Accordingly, Highlight has not shown that, had the agency not included the optional supplemental labor CLINs ceiling price in its price evaluation, Highlight's relative standing in the best-value tradeoff would have improved. Further, given our conclusion above, that the protester has not demonstrated that the agency's incorrect solicitation language actually led it to overstate its price, we find that Highlight has not demonstrated that it would have meaningfully changed its price had the agency revised the solicitation and allowed for quotation revisions before making its award decision.

[10] Highlight also argues that the agency's best-value tradeoff and source selection decision were unreasonable, in part, because they were based on the alleged errors in the price evaluation. Protest at 39; Comments at 13-14. We view Highlight's allegations here as derivative of the challenges to the agency's price evaluation. Thus, we dismiss these allegations because derivative allegations do not establish independent bases of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, at 8.

July 13, 2022, at 5. Our Office has consistently stated that there is no need for extensive documentation of every consideration factored into a tradeoff decision; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing quotations and that the source selection was reasonably based. *Id*.; *HP Enterprise Services, LLC*, B-413888.2 *et al.*, June 21, 2017, at 9.

Based on our review of the record, we find no basis to conclude that the agency failed to reasonably conduct, or sufficiently document, its tradeoff between Highlight's and FedTec's quotations. The record shows that the agency's evaluators reviewed and documented what they considered to be the relative merits of the quotations. AR, Exh. 15, Award Decision Memorandum at 8-9. The SSA recognized that, under the evaluation criteria, the non-price factors, when combined, were significantly more important than price and that price would become more important as quotations became more equal under the non-price factors. *Id*. at 10. In the best-value tradeoff analysis, the SSA considered Highlight's relative technical merit under each non-price evaluation factor, discussing the strengths and weaknesses identified in each quotation, and concluded that the assessed advantages in Highlight's quotation did not justify an $8.9 million, or 26 percent, price premium.[11] *Id*. at 11-14. On this record, we see nothing objectionable in the SSA's conclusion that FedTec's lower-priced quotation was a better value than Highlight's more expensive, but higher-rated, quotation.

The protester maintains that the SSA's reliance on the price difference between the quotations was unreasonable. In this regard, Highlight argues that the agency failed to properly weigh Highlight's "overwhelming technical superiority," as evidenced by the protester's greater number of assessed strengths and higher adjectival ratings, instead favoring "the least important factor," price. Protest at 35-36; Comments at 14-15. However, while the solicitation stated that the non-price evaluation factors, when combined, would be significantly more important than price, it did not specify that price was the least important factor, *i.e.*, whether the price factor was less important than any non-price factor on its own. RFQ at 16. Also, although Highlight received higher adjectival ratings than FedTec under each non-price evaluation factor, we note that adjectival ratings serve only as guides to intelligent decision-making, and source selection officials are required to consider the underlying bases for ratings, including the advantages and disadvantages associated with the specific content of competing quotations. *22nd Century Techs., Inc.*, B-422659.5, B-422659.6, Jan. 14, 2025, at 4.

Here, the SSA considered the relative merits of the quotations, including the specific strengths found in Highlight's "[e]xcellent" quotation, but found that they did not justify

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[11] We note that $20 million of the vendors' total evaluated prices were from the optional line-item ceiling prices applied equally to all quotations during the price evaluation. *See* AR, Exh. 18, Price Evaluation Spreadsheet, tab "Annual Breakdown." When comparing only the prices submitted by the vendors, and not the plug-in price ceiling values, Highlight's evaluated price is still $8.9 million higher than FedTec's, which is a 64 percent higher evaluated price. *Id*.

paying the evaluated price premium when compared to the benefits of FedTec's "[g]ood" quotation. AR, Exh. 15, Award Decision Memorandum at 11-14 Further, Highlight's protest does not provide a basis for our Office to question the agency's underlying evaluation under the non-price factors. Without more, Highlight's disagreement with the agency's conclusions on the relative merits of the quotations does not establish that the best-value tradeoff was unreasonable. *Citizant, Inc.*, *supra*; *Sigmatech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, at 11.

Procurement Integrity Act

The protester alleges that the agency failed to adequately investigate and remediate a potential PIA violation. Comments at 16-24. As discussed below, we dismiss this allegation as legally insufficient because the protester does not credibly allege a violation of the PIA.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984. See 31 U.S.C. §§ 3551-3557. Our role in resolving bid protests is to review whether a procurement action constitutes a violation of a procurement statute or regulation. 31 U.S.C. § 3552. 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. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation and evidence that establishes the likelihood the protester will prevail in its claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4.

The procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §§ 2101-2107, known as the PIA, provide, among other things, that a present or former 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), (3). Accordingly, a protest alleging a violation of the PIA fails to state a valid basis for protest if the protester does not make a credible allegation of government misconduct, or misconduct by a person who was acting for or on behalf of the government. *Mitchco International, Inc.*, B-418481.3; B-418481.4, June 9, 2020, at 6 (*citing University of Maryland*, B-416682, Oct. 24, 2018, at 4-5; *Ellwood Nat'l Forge Co.*, B-402089.3, Oct. 22, 2010, at 3-4).

Here, Highlight asserts that several of its employees were contacted by FedTec--which represented itself to the employees as the presumptive awardee--regarding potential employment before the agency had made a source selection decision. Comments at 19-20. In response to these communications, the protester sent an email to the agency on January 15, 2026, which stated:

> We are writing to confirm and request the status of the corrective action. Several of our team members have been contacted by FedTec[] today regarding employment and have been told that the protest will likely come to an end by the end of the week, with the award determination in [FedTec's] favor. This has caused confusion for our team, and we want to check in with you as the source of truth.

AR, Exh. 25, Highlight Email to GSA, Jan. 15, 2026.

The protester contends that this email constituted a report of a potential PIA violation to the agency. Comments at 23. We disagree. Instead, we find that the allegations raised in the email amount to vague assertions that FedTec, a private party, was representing itself as the apparent awardee in negotiations with other private parties (the employees). AR, Exh. 25, Highlight Email to GSA, Jan. 15, 2026. Neither the email relied upon by the protester, nor the protest itself, credibly allege that any agency official knowingly disclosed contractor bid or proposal information or source selection sensitive information, or that anyone knowingly obtained such information inappropriately. FedTec holding itself out as the apparent awardee in negotiations with potential employees, without more, does not necessarily imply the agency improperly advised FedTec of any source selection information. *See Alpine Companies, Inc.*, B-419831 *et al.*, June 8, 2021, at 7-8 (noting that a firm holding itself out as apparent awardee could be "boasting, employing a negotiating tactic, or simply mistaken"). Critically, Highlight made no allegations and provided no information in its email linking FedTec's purported actions to any agency misconduct. Rather the plain language of the email is a straightforward inquiry as to whether an award decision had been made in FedTec's favor. AR, Exh. 25, Highlight Email to GSA, Jan. 15, 2026 ("we want to check in with you as the source of truth").

Accordingly, we find that the allegations included in the email, or later in the protest, did not credibly allege a PIA violation, so we therefore dismiss such allegations as legally insufficient.[12] *See Alpine Companies, Inc.*, *supra*, at 7-8 (dismissing as legally

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[12] While we do not read any of the arguments raised in Highlight's protest as adding more information beyond what was already alleged in the January 15 email, to the extent Highlight considers the protest itself to constitute an initial notice of a potential PIA violation, we would dismiss such an argument as untimely. The PIA requires firms to provide notice of alleged violations to the agency prior to filing a protest with our Office, as follows:

> A person may not file a protest against the award or proposed award of a Federal agency procurement contract alleging a violation of section 2102, 2103, or 2104 of this title, and the Comptroller General may not consider that allegation in deciding a protest, unless the person, no later than 14 days after the person first discovered the possible violation, reported to

(continued...)

insufficient an alleged violation of the PIA based on a private party representing itself as a contract awardee to another private party because such communications did not credibly allege a violation of the PIA).

The protest is denied.

Edda Emmanuelli Perez
General Counsel

> the Federal agency responsible for the procurement the information that the person believed constitutes evidence of the offense.

41 U.S.C. § 2106.

Our Bid Protest Regulations state we will dismiss any protest alleging a violation of the PIA, 41 U.S.C. §§ 2102, 2103, or 2104, where the protester "failed to 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). Here, the protester asserts that the communications from FedTec giving rise to the potential PIA violation occurred "[o]n or about January 15, 2026[.]" AR, Exh. 26, Highlight Decl. at 5. Accordingly, Highlight was required to report a potential PIA violation based on this communication to the agency no later than January 29. As discussed above, we do not view the language in Highlight's January 15 email to the agency to have credibly alleged a PIA violation. Further, there is nothing in the record showing that the protester otherwise raised the potential PIA violation to the agency until it filed the instant protest on February 13, 15 days after the PIA's 14-day deadline. Thus, had Highlight credibly alleged a violation of the PIA in its protest, we would dismiss such arguments as untimely.