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# Decision

**Matter of:** BCCG JV

**File:** B-424377

**Date:** June 22, 2026

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## DIGEST

1. Protest challenging the issuance of a sole-source task order is dismissed where the agency issued the task order on a sole-source basis pursuant to a waiver under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, which vests exclusive jurisdiction over causes or claims arising from actions undertaken pursuant to such a waiver in the district courts of the United States.
  2. Protest alleging that issuance of a task order violated restrictions on conflicts of interest is dismissed where it fails to provide factually and legally sufficient bases of protest.
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## DECISION

BCCG JV, of Montgomery, Alabama, protests the issuance of a task order to Cochrane USA Inc., of Fredericksburg, Virginia, by the Department of Homeland Security, U.S. Customs and Border Protection, for the design and construction of waterborne barriers. The protester contends that the agency improperly issued the task order on a sole-source basis, and that the task order issuance violates restrictions against conflicts of interest.

We dismiss the protest.

## BACKGROUND

Section 102 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, directs the Secretary of Homeland Security to “take such actions as may be necessary to install additional physical barriers and roads . . . in the vicinity of the United States border to deter illegal crossings in areas of high illegal entry into the United States.” Pub. L. 104-208, 110 Stat. 3009-546 (1996), *amended by* Pub. L. 109-13, 119 Stat. 306 (2005); Pub. L. 109-367, 120 Stat. 2638 (2006); Pub. L. 110-161, 121 Stat. 2090 (2007) (codified at 8 U.S.C. § 1103 note) (hereinafter “IIRIRA”). To support the execution of that directive, the IIRIRA further provides that “[n]otwithstanding any other provision of law, the Secretary of Homeland Security shall have the authority to waive all legal requirements such Secretary, in such Secretary’s sole discretion, determines necessary to ensure expeditious construction of the barriers and roads under this section[.]” *Id.* § 102(c)(1). As specified in the IIRIRA, “[a]ny such decision by the Secretary shall be effective upon being published in the Federal Register.” *Id.*

Relevant here, the Secretary of Homeland Security published a determination pursuant to section 102 of the IIRIRA in the Federal Register on October 15, 2025. See 90 Fed. Reg. 48284 (Oct. 15, 2025). The Secretary stated her determination that the United States Border Patrol Rio Grande Valley Sector,<sup>1</sup> “which is in the vicinity of the United States border . . . is an area of high illegal entry.” *Id.* at 48285. The Secretary further stated that, “[i]n order to ensure the expeditious construction of the barriers and roads in the Rio Grande Valley Sector, . . . it is necessary [to] exercise the authority that is vested in [the Secretary] by section 102(a) of the IIRIRA.” *Id.* Accordingly, the Secretary waived various statutes and regulations:

[W]ith respect to all contracting actions necessary for the construction of physical barriers and roads (including, but not limited to, accessing the project areas, creating and using staging areas, the conduct of earthwork, excavation, fill, and site preparation, and installation and upkeep of physical barriers, roads, supporting elements, drainage, erosion controls, safety features, lighting, cameras, and sensors) in the Rio Grande Valley Sector[.]

*Id.*

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<sup>1</sup> The Rio Grande Valley Sector covers more than 34,000 square miles of southeast Texas, including Cameron, Willacy, Hidalgo, Starr, Brooks, Kenedy, Kleberg, Nueces, San Patricio, Jim Wells, Bee, Refugio, Calhoun, Goliad, Victoria, DeWitt, Jackson, Matagorda, Brazoria, Galveston, Chambers, Jefferson, Wharton, Fort Bend, Colorado, Austin, Waller, Montgomery, Liberty, Hardin, Orange, Harris, Aransas, and Lavaca counties. See <https://www.cbp.gov/border-security/along-us-borders/border-patrol-sectors/rio-grande-valley-sector-texas> (last visited April 20, 2026).

Specifically, the Secretary waived “all of the following statutes and regulations, including any legal requirements of, deriving from, or related to the subject of,” the following statutes and regulations:

[T]he Administrative Procedure Act (5 U.S.C. 551, *et seq.*); 15 U.S.C. 631(j); 15 U.S.C. 637(d)-(f), and (h)-(k); 15 U.S.C. 644; 15 U.S.C. 657q; 28 U.S.C. 1491(b) (to the extent that it authorizes injunctive relief or any form thereof that would interfere with the expeditious construction of barriers and roads); 31 U.S.C. 3553(c) and (d)(3); 40 U.S.C. 1101 *et seq.*; 41 U.S.C. 1126; 41 U.S.C. 1708(a), (c), (e)-(g); 41 U.S.C. 1901(c), (d), and (e); 41 U.S.C. 3301; 41 U.S.C. 3302(b)-(e); 41 U.S.C. 3304; 41 U.S.C. 3306(a)-(c); 41 U.S.C. 3307(b)-(d), (e)(4), and (e)(5)(C); 41 U.S.C. 3309; 41 U.S.C. 3502; Section 880 of Division A, Title VIII of Public Law 115-232 (41 U.S.C. 3701, Note); 41 U.S.C. 4103(c), (d)(3)-(4); 41 U.S.C. 4104(b); 41 U.S.C. 4105(c)-(d), (f)(2)-(3), (g); 41 U.S.C. 4106(c)-(d); 41 U.S.C. 6101(b)(1); 13 CFR part 125, and 127.503(g); 48 CFR 7.102; 48 CFR part 10; 48 CFR 16.504(c); 48 CFR 16.505(a)(4), (a)(8)(i) and (iii), (a)(9), and (b); 48 CFR 17.207; 48 CFR 22.404-5; 48 CFR subpart 22.5; 48 CFR 28.102-1(c); 48 CFR 33.103(f).

*Id.*

Relevant to the issues presented here, 41 U.S.C. § 4106(c), which is listed in the waiver, generally requires that all contractors awarded a multiple-award, indefinite delivery, indefinite quantity (IDIQ) contract “shall be provided a fair opportunity to be considered . . . for each task or delivery order in excess of” the micro-purchase threshold of \$15,000, and (d) further provides for enhanced competition among multiple-award IDIQ contract holders for orders valued in excess of \$5 million.

On October 24, 2025, after publication of the waiver, the agency contacted several firms *via* email regarding the prospective award of a multiple-award, IDIQ contract for border infrastructure and technology along the southern border. Protest at 5, exh. 3, Email to Protester; Req. for Dismissal at 2-3, attach. 2, Proposed Contract at 2. The agency did not request proposals regarding the IDIQ contract to be awarded; rather, it directed the recipient firms to “review the attached proposed IDIQ contract carefully[,]” complete the relevant portions of the Standard Form (SF) 1442, and return it to the agency no later than October 27. Protest at 5, exh. 3, Email to Protester; Req. for Dismissal at 2-3.

The proposed IDIQ contract provided to the recipient firms stated that the agency was issuing the contract “[i]n accordance with [the w]aiver” the agency had published in the Federal Register on October 15. Req. for Dismissal, attach. 2, Proposed Contract at 2.<sup>2</sup> It further stated that the contract was for:

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<sup>2</sup> Citations to this document are to the electronic page numbers.

[T]he design, construction, installation, and improvement of border infrastructure and technology along the southern border, including new or replacement primary, waterborne, and secondary barriers; roads; gates; bridges; barrier system attributes (e.g., cameras, lights, sensors, and other detection technology); and additional services necessary to undertake, complete, or maintain the border infrastructure and barrier system.

*Id.*

Similarly, the statement of work (SOW) included with the proposed IDIQ contract provided to the recipient firms stated that the contract was for:

[D]esign, construction, installation, and improvement of border infrastructure and technology along the southern border, including new or replacement primary, waterborne, and secondary barriers; roads; gates; bridges; barrier system attributes (e.g., cameras, lights, sensors, and other detection technology); and additional services necessary to undertake, complete, or maintain the border infrastructure and barrier system.

Protest at 5-6, exh. 4, SOW.

With respect to ordering procedures, the proposed IDIQ contract specified that “the [g]overnment *may* . . . issue a [r]equest for [p]roposals (RFP) to some or all [c]ontractors under the IDIQ contract.” Protest, exh. 5, Proposed Contract at 12; Req. for Dismissal, attach. 2, Proposed Contract at 12. It further stated that fair opportunity procedures for the issuance of orders were not required under the IDIQ contract, citing the October 15 waiver published in the Federal Register. Protest, exh. 5, Proposed Contract at 12; Req. for Dismissal, attach. 2, Proposed Contract at 12.

The protester completed and returned the SF 1442, as did Cochrane and nine other firms. Protest at 5-6; Req. for Dismissal at 3. On October 31, the agency awarded those 11 firms IDIQ contracts that included the terms discussed above. Req. for Dismissal at 3, attach. 3 & 4, BCCG and Cochrane Executed SF 1442s.

On March 5, 2026, the agency issued a sole-source task order under the IDIQ contract to Cochrane for waterborne barriers in an approximately 125-mile segment known as Rio Grande Valley-3 (RGV-3). Protest at 7; Req. for Dismissal at 3, attach. 5, RGV-3 Task Order. The task order, which had a not-to-exceed total value of \$641,277,600, stated that it was being issued “under the [p]rocurement [w]aiver” published in the Federal Register on October 15, 2025.<sup>3</sup> Req. for Dismissal, attach. 5, RGV-3 Task

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<sup>3</sup> Our Office generally has jurisdiction to resolve protests involving the award or proposed award of task or delivery orders exceeding \$10 million when the order is

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Order at 2, 4. The agency published a notice of the task order issuance on SAM.gov the same day.<sup>4</sup> Protest, exh. 11, SAM.gov Posting. Twenty-six days later, on March 31, the protester filed this protest with our Office.

## DISCUSSION

The protester contends that the issuance of the RGV-3 task order to Cochrane was improper, arguing that the October 15 waiver does not, by its terms, apply to the acquisition of waterborne barriers, and that the agency's issuance of the task order violated several provisions of the FAR. Protest at 10-16. The protester further alleges that the issuance of the RGV-3 task order to Cochrane violates restrictions against conflicts of interest based on Cochrane's employment of a former agency official who previously served as the agency's acquisition program manager responsible for border barrier projects, including those for the Rio Grande Valley Sector. *Id.* at 16-22.

The agency requests dismissal of the protest on several grounds. First, the agency contends that our Office lacks jurisdiction to consider the protester's challenge that the terms of the waiver do not apply to the sole-source issuance of the RGV-3 task order pursuant to provisions of the IIRIRA granting federal district courts exclusive jurisdiction over challenges to the use of the IIRIRA's waiver authority. Req. for Dismissal at 4-5 (citing IIRIRA § 102(c)(2)(A)). The agency further argues that the protester is not an interested party because there are no competition requirements applicable to the RGV-3 task order, and the protester therefore cannot demonstrate that it is an actual or prospective offeror whose direct economic interests would be affected by the award. *Id.* at 5-6. The agency also contends that the protest fails to state a factually and legally sufficient basis for protest, and that the protest is untimely. *Id.* at 6-10.

For the reasons stated below, we dismiss the protest.

### Issuance of the Task Order on a Sole-Source Basis

The IIRIRA provides that "[t]he district courts of the United States shall have exclusive jurisdiction to hear all causes or claims arising from any action undertaken, or any decision made, by the Secretary of Homeland Security pursuant to" the IIRIRA's waiver provision. IIRIRA § 102(c)(2)(A). It further limits such judicial review to only those causes of action or claims "alleging a violation of the Constitution of the United States[,]"

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issued under an IDIQ contract established pursuant to the authority in title 41 of the United States Code. 41 U.S.C. § 4106(f)(1)(B).

<sup>4</sup> SAM.gov is the current governmentwide point of entry which serves as the single point where government business opportunities greater than \$25,000, including synopses of proposed contract actions, solicitations, and associated information, can be accessed electronically by the public. Federal Acquisition Regulation (FAR) 2.101.

and permits appellate review “only upon petition for a writ of certiorari to the Supreme Court of the United States.” *Id.* § 102(c)(2)(A), (C). In enacting this jurisdictional limitation, Congress stated its intent to “prohibit judicial review of a waiver decision or action by the Secretary” in order “to ensure that judicial review of actions or decisions of the Secretary not delay the expeditious construction of border security infrastructure, thereby defeating the purpose of the Secretary’s waiver.”<sup>5</sup> H.R. REP. NO. 109-72, at 171-172 (2005) (Conf. Rep.). Accordingly, if this protest is a cause or claim arising from an action undertaken by the Secretary of Homeland Security pursuant to an IIRIRA waiver, we lack jurisdiction to consider it because the IIRIRA vests exclusive jurisdiction over such causes and claims in the federal district courts. Put another way, there are three necessary preconditions for the IIRIRA’s jurisdictional limitation to apply: (1) a waiver; (2) an action undertaken or decision made by the Secretary of Homeland Security pursuant to that waiver; and (3) a cause or claim arising from that action or decision.

As discussed above, on October 15, 2025, the Secretary of Homeland Security published a waiver of various statutes and regulations in the Federal Register, citing the authority provided by the IIRIRA. See 90 Fed. Reg. 48284 (Oct. 15, 2025). The proposed IDIQ contract provided thereafter to the protester and other firms expressly stated that the agency was issuing the contract in accordance with the October 15 waiver. Req. for Dismissal, attach. 2, Proposed Contract at 2. The ordering provisions of the proposed IDIQ contract specified that “the [g]overnment *may* . . . issue a [r]equest for [p]roposals (RFP) to some or all [c]ontractors under the IDIQ contract[,]” and that fair opportunity procedures for the issuance of orders were not required under the IDIQ contract, citing the October 15 waiver, which waived, *inter alia*, the fair opportunity and enhanced competition requirements for orders under multiple-award contracts set forth in 41 U.S.C. § 4106(c) and (d) and FAR section 16.505(b). Protest, exh. 5, Proposed

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<sup>5</sup> In the context of a challenge that an IIRIRA waiver determination was *ultra vires* and unlawful, at least one court has recognized the unusual outcomes that follow from the IIRIRA’s jurisdictional provisions, stating that it is “entirely understandable” that a litigant would be “reluctant to accept that Congress would have intended to permit a federal agency to flout its statutory directives[,]” but concluding that the court “cannot construe the IIRIRA to provide it with review powers that Congress has plainly precluded.” *Center for Biological Diversity v. McAleenan*, 404 F. Supp. 3d 218, 240-241 (D.D.C. 2019) (Brown Jackson, J.), *cert. denied*, 591 U.S. 1015 (2020); *cf. SRA Int’l, Inc. v. United States*, 766 F.3d 1409, 1413 (Fed. Cir. 2014) (while acknowledging that the Federal Acquisition Streamlining Act’s (FASA) limitation on the U.S. Court of Federal Claims’ jurisdiction over protests “in connection with the issuance or proposed issuance of a task or delivery order” was “somewhat unusual in that it effectively eliminates all judicial review for protests made in connection with a procurement designated as a task order--perhaps even in the event of an agency’s egregious, or even criminal, conduct[,]” reversing that court’s exercise of jurisdiction over a protest involving a task order because “Congress’s intent to ban protests on the issuance of task orders is clear from FASA’s unambiguous language”).

Contract at 12; Req. for Dismissal, attach. 2, Proposed Contract at 12. Subsequently, the agency issued the sole-source RGV-3 task order to Cochrane 5 months after the award of the IDIQ contracts, again citing the waiver of fair opportunity procedures. Req. for Dismissal, attach. 5, RGV-3 Task Order at 2.

Thus, the agency published the waiver, subsequently awarded IDIQ contracts explicitly invoking the waiver, included ordering procedures in those IDIQ contracts that also expressly invoked the waiver with respect to fair opportunity requirements, and thereafter issued the RGV-3 task order under Cochrane's IDIQ contract, again explicitly invoking the waiver. These facts demonstrate, at least as a *prima facie* matter, that the issuance of the RGV-3 task order to Cochrane was an action undertaken by the Secretary of Homeland Security pursuant to the IIRIRA's waiver provision.

Despite reviewing and accepting the terms of an IDIQ contract that expressly stated that (1) the contract was being awarded pursuant to the waiver; (2) fair opportunity requirements did not apply to orders under the contract pursuant to the waiver; and (3) the scope of the contract included the "design, construction, installation, and improvement of border infrastructure and technology along the southern border, including new or replacement . . . waterborne . . . barriers[.]" Req. for Dismissal, attach. 2, Proposed Contract at 2; Protest at 5-6, exh. 4, SOW, the protester nevertheless 5 months later argues that the terms of the waiver did not encompass waterborne barriers, and that the issuance of a task order for waterborne barriers under the contract therefore necessarily could not have been an action undertaken pursuant to the waiver, Protest at 10-13; Resp. to Req. for Dismissal at 1-2.<sup>6</sup> Thus, the protester

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<sup>6</sup> Given the express language in the IDIQ contract regarding both the waiver and waterborne barriers, it may be fair to characterize the protester's allegation that the waiver does not apply to acquisitions of waterborne barriers--though styled as a challenge to the issuance of the RGV-3 task order--as a challenge to the terms of the protester's own IDIQ contract, a challenge the protester would not be an interested party to maintain. See, e.g., *AeroSage, LLC*, B-416429 *et al.*, July 25, 2018, at 3 (protester was not an interested party because, as the awardee, it was no longer an actual or prospective offeror for the purpose of challenging the terms of its own award).

Additionally, even assuming for the sake of argument that the protester could overcome both the jurisdictional and interested party hurdles, the fact remains that the protester's objections to the express terms of the IDIQ contracts are patently untimely where such objection to the unequivocal scope of the proposed IDIQ contracts as including waterborne barriers was not raised until more than 5 months *after* the agency first shared the terms of the proposed contract and the protester affirmatively executed the IDIQ contract. 4 C.F.R. § 21.2(a)(1) ("Protests based on upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals[.] If no closing time has been established, or if no further submissions are anticipated, any alleged solicitation improprieties must be protested within 10 days of when the alleged impropriety was known or should have been known.").

contends, we have jurisdiction to consider this protest. Resp. to Req. for Dismissal at 1-2.

To whatever extent there is any validity to the protester's proffered theory that the issuance of the RGV-3 task order could not have been an action undertaken "pursuant to" the waiver because the waiver did not encompass waterborne barriers,<sup>7</sup> we do not find the substance of the protester's argument persuasive. By its plain terms, the waiver applies, "to all contracting actions necessary for the construction of physical barriers and roads[.]" 90 Fed. Reg. 48284, 48285 (Oct. 15, 2025). Thus, the waiver contemplates contracting actions for the construction of "physical barriers," a term that is sufficiently broad as to encompass the acquisition of waterborne barriers. While the protester argues that the waiver includes "a list of activities that are inherently terrestrial[.]" such as earthwork, excavation, and fill, Protest at 10-11, the waiver is clear that the list is not exhaustive, using the modifier "including, but not limited to," before listing the activities that may be "necessary for the construction of physical barriers and roads[.]" 90 Fed. Reg. 48284, 48285 (Oct. 15, 2025). That list of activities, therefore, does not limit the term "physical barriers" to only land barriers.

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<sup>7</sup> While the parties did not present any cases interpreting the IIRIRA's use of the phrase "pursuant to," we independently located one decision rejecting the argument that the statutory phrase "pursuant to" should be interpreted to mean "lawfully pursuant to" in finding that the court had no jurisdiction over a plaintiff's claim that a waiver was executed *ultra vires*. See *Center for Biological Diversity*, 404 F. Supp. 2d at 239-242. We have not found any decisions addressing the question whether an action is not undertaken "pursuant to" a waiver where, as the protester alleges, the action is outside the scope of the waiver. As the United States Court of Appeals for the Federal Circuit has stated, however, "the prepositional phrase 'pursuant to' carries the meaning of 'following upon, consequent on and conformable to,' and 'in accordance with.'" *Baird v. Sonnek*, 944 F.2d 890, 893 (Fed. Cir. 1991) (quoting THE SHORTER OXFORD ENGLISH DICTIONARY 1625 (3d ed. 1959)). We note that this analysis is similar to that of the United States Court of Appeals for the Ninth Circuit in interpreting the phrase, "arising from" in the IIRIRA's jurisdictional provision. See *Border Infrastructure Env't Litig. v. U.S. Dep't of Homeland Sec.*, 915 F.3d 1213, 1220 (9th Cir. 2019) ("A claim does not 'aris[e] from' the waiver provision simply because it is *related to* or *concerned with* the Secretary's waiver determinations. The language used in section 102(c)(2)(A) requires more. The Ninth Circuit has noted that a related phrase, 'arising out of,' is 'ordinarily understood to mean 'originating from,' 'having its origin in,' 'growing out of' or 'flowing from' or in short, 'incident to, or having a connection with.'") (citations omitted); see also *North Am. Butterfly Ass'n v. Wolf*, 977 F.3d 1244, 1260 (D.C. Cir. 2020) ("Without reason to believe the meaning of IIRIRA's 'arising from' should differ from the ordinary understanding of 'arising out of' in other contexts, we read section 102(c)(2) to eliminate jurisdiction only for those claims that 'originate[] or stem[] from' the Waiver Determination.") (quoting *Border Infrastructure*).

Thus, the protester's argument based on the requirement for the provision of waterborne barriers fails to demonstrate that the sole-source issuance of the RGV-3 task order was not an action undertaken pursuant to the waiver. Accordingly, the protester's challenge to the sole-source issuance of the RGV-3 task order is a cause or claim arising from an action undertaken pursuant to the waiver. The IIRIRA, however, authorizes only a United States district court to hear such causes or claims, and our Office therefore lacks jurisdiction to consider it.<sup>8</sup> Consequently, we dismiss the protester's challenges that the agency improperly issued the RGV-3 task order on a sole-source basis.

### Conflicts of Interest

The protester further alleges that the issuance of the RGV-3 task order violated restrictions on conflicts of interest. Protest at 16-22. The agency does not request dismissal of this allegation on the basis of the IIRIRA's jurisdictional provision, but, rather, because the agency argues that the protester is not an interested party; the protester has failed to provide a factually and legally sufficient basis of protest; and the protest is untimely. Req. for Dismissal at 5-6, 7-8, 9-10. As discussed below, we dismiss this allegation for failure to provide a factually and legally sufficient basis of protest.

The protester alleges that Cochrane employs a former agency official who served as the acquisition program manager responsible for border barrier projects, including those for the Rio Grande Valley Sector who "certainly had access to non-public information that was not available to [the protester] and that was competitively useful to Cochrane." Protest at 17. As an initial matter, the protester has not explained--and we do not

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<sup>8</sup> In its response to the agency's request for dismissal, the protester contends for the first time that the statement in the IDIQ contract's ordering procedures that the agency may solicit "some or all" contractors holding IDIQ contracts does not explicitly permit the issuance of task orders on a sole-source basis, and that the issuance of the RGV-3 task order to Cochrane therefore was improper under the IDIQ contract's terms. Resp. to Req. for Dismissal at 2. Even assuming that it was excusable for the protester to delay objecting to the express terms of the proposed IDIQ contract first produced by the agency in October 2025 and then included in the IDIQ contract executed by and awarded to the protester also in October 2025--a determination which as addressed above we do not find is warranted--the terms of the IDIQ contract and its ordering procedures were available to the protester at the time it filed this protest. The protester provides no explanation for why it could not have asserted this argument as part of its initial protest. This argument therefore is impermissibly presented on a piecemeal basis and is untimely filed. See, e.g., *JDSAT Inc.*, B-423868, Jan. 12, 2026, at 4-5 ("Where, as here, a protester provides specific legal arguments that were missing from earlier general allegations of impropriety, and which could have been raised earlier in the protest process, our Office will consider this to be the impermissible, piecemeal presentation of arguments.").

otherwise discern from the protest--how non-public information would have been competitively useful where the agency did not conduct a competition for the RGV-3 task order. Moreover, as we have stated, a protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *DGC Int'l*, B-410364.3, Apr. 22, 2015, at 7. The protester's allegation that Cochrane employs a former agency official--who left that agency position in December 2022, more than 3 years prior to the issuance of the RGV-3 task order, see Protest, exh. 17, Aug. 9, 2023, Decl. of Former Agency Official at 1--does not satisfy that standard.

Similarly, the protester alleges preferential treatment of Cochrane by the agency, based upon a "pattern of corruption and mishandling of contracting at" the agency. Protest at 18-20. This, too, does not provide a factually and legally sufficient basis for protest. Government officials are presumed to act in good faith, and a protester's claim that contracting officials are motivated by bias or bad faith must be supported by convincing proof; our Office will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. *Major Contracting Servs., Inc.*, B-423191, Mar. 4, 2025, at 5. The protester's general allegations of contracting improprieties at the agency do not rise to the level of convincing proof required to attribute unfair or prejudicial motives to agency contracting personnel. See *id.* (dismissing allegation of bias based upon a history of prior procurement actions).

The protester further alleges that the former agency official currently employed by Cochrane "may, in fact, be violating . . . various post-government employment restrictions imposed . . . by statute[.]" citing the provisions of 18 U.S.C. § 207. Protest at 20-21. As we have recognized, however, 18 U.S.C. § 207 "is not within the purview of our Bid Protest Regulations[.]" as it "is a criminal statute, the interpretation and enforcement of which are primarily matters for the procuring agency and the Department of Justice." *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, at 23 n.12. That allegation, too, therefore fails to state a sufficient basis of protest. See *id.* (dismissing protest alleging a violation of 18 U.S.C. § 207).

The protest is dismissed.

Edda Emmanuelli Perez  
General Counsel