U.S. GOVERNMENT ACCOUNTABILITY OFFICE
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Comptroller General
of the United States

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Decision

Matter of: Ideal Innovations, Inc.

File: B-423954.2

Date: July 2, 2026

John E. McCarthy Jr., Esq., Cherie J. Owen, Esq., and Zachary H. Schroeder, Esq., Crowell & Moring LLP, for the protester.
Maria L. Panichelli, Esq., Philip Lee, Esq., and Andrew Hamilton, Esq., McCarter & English, LLP, for Allegheny Science & Technology Corporation, the intervenor.
Kenneth Gilliland, Esq., and Jonathan A. Hardage, Esq., Department of the Army, for the agency.
Christopher Alwood, Esq., Michelle Litteken, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that award was tainted by conflicts of interest is denied where the record shows that the agency meaningfully considered the alleged conflicts and reasonably concluded that the award should not be disturbed based on the alleged conflicts.

2. Protest challenging the agency's evaluation of proposals under the technical factor is denied where the record shows that the agency's evaluation was reasonable, consistent with the terms of the solicitation, and sufficiently documented.

DECISION

Ideal Innovations, Inc. (I-3), a small business of Arlington, Virginia, protests the issuance of a task order to Allegheny Science & Technology Corporation, a small business of Bridgeport, West Virginia, under request for proposals (RFP) No. W15QKN-25-R-14W4, issued by the Department of the Army, U.S. Army Materiel Command, for technical and engineering operations services in support of the Army's Biometrics Operations Division (BOD). The protester contends that the awardee had multiple disqualifying personal and organizational conflicts of interests (OCIs), and that the agency's evaluation was unreasonable.

We deny the protest.

BACKGROUND

On August 20, 2025, the Army issued the solicitation as a small business set-aside through the General Services Administration's (GSA) eBuy system to holders of GSA multiple award schedule (MAS) contracts for special item number (SIN) 541715 (Engineering Research and Development and Strategic Planning), pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 8.4.[1] Agency Report (AR), Tab 8a, RFP at 1; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 8-9.[2] The RFP contemplated the issuance of a task order, with fixed-price and cost-reimbursement line items, to provide technical and engineering operations support services for the BOD for a 6-month base period with four 12-month option periods.

The solicitation provided for the issuance of the task order on a best-value tradeoff basis, considering two evaluation factors, technical and price/cost. AR, Tab 9c, RFP amend. 0001, TOEP at 2. For the purposes of the best-value determination, the solicitation explained that the technical factor was "slightly more important than the Price/Cost factor." *Id*.

As relevant here, the RFP provided that the agency would evaluate each proposal under the technical factor considering the proposal's demonstrated understanding of the requirements and the feasibility of the proposed approach. *Id*. at 3. The agency was to specifically "determine the degree to which the [o]fferor fully understands the latent print and biometric disciplines." *Id*. In its evaluation under the technical factor, the agency was to assess significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, deficiencies, and risks in the proposals.[3] *Id*. at 4-5. The RFP stated that the agency would assign each proposal an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable under the technical factor. *Id*. at 4.

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[1] Although firms that compete for task orders under GSA MAS contracts are generally referred to as "vendors" that submit "quotations," because the solicitation and record here refers to offerors and proposals, we use those terms in this decision for the sake of consistency.

[2] The agency amended the solicitation once. COS/MOL at 9. Citations to the RFP in this decision are to the initial version issued by the agency, included in the agency report at tab 8a, while citations to the performance work statement (PWS) and task order evaluation plan (TOEP) are to the final versions issued by the agency as part of amendment 0001, included in the agency report at tabs 9b and 9c respectively.

[3] As relevant to this decision, the RFP defined a significant strength as "[a]n aspect of an [o]fferor's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance." AR, Tab 9c, RFP amend. 0001, TOEP at 5.

On or before the solicitation's September 2, 2025 closing date, the Army received proposals from three offerors, including I-3 and Allegheny Science. COS/MOL at 9; RFP at 2.

On September 19, the Army issued the task order to Allegheny Science. COS/MOL at 9. The Army notified I-3 that it was not selected for the issuance of the task order. AR, Tab 13, Unsuccessful Offeror Notice, Sept. 22, 2025. On September 25, I-3 filed a protest at our Office, alleging that the awardee had multiple, disqualifying conflicts of interest and that the agency unreasonably failed to assess several significant strengths in I-3's proposal. *Ideal Innovations, Inc.*, B-423954, Dec. 8, 2025, at 1 (unpublished decision). Due to the agency informing our Office that it intended to take corrective action by investigating the alleged OCIs, reevaluating proposals, and making a new award decision, we dismissed the protest as academic. *Id*.

Following corrective action, the Army evaluated the proposals as follows:

	I-3	Allegheny Science
Technical	Acceptable	Outstanding
Price/Cost	$18,987,416	$18,478,683

AR, Tab 12, Source Selection Decision at 3.

In assigning I-3's proposal a rating of acceptable, the Army evaluators found that I-3 had demonstrated "a moderate understanding of" the RFP requirements and noted that "I-3's proposal provided real-world examples related to various mission tasks." AR, Tab 11, I-3 Technical Evaluation at 2. When considering the feasibility of I-3's approach, the Army concluded that the proposed approach provided the Army with a moderate level of confidence that the task order would be successfully executed.[4] *Id*.

On March 26, 2026, the Army reaffirmed its decision to issue the task order to Allegheny Science and again notified I-3 that its proposal was unsuccessful. COS/MOL at 13; AR, Tab 15, Unsuccessful Offeror Notice, Mar. 26, 2026. On March 27, the Army provided I-3 with a brief explanation of the award. COS/MOL at 13; AR, Tab 17, Brief Explanation of Award. This protest followed.

[4] The evaluators' conclusion of only moderate confidence in I-3's proposed approach was based in part on an assessed significant weakness for I-3 failing to discuss [DELETED]. AR, Tab 11, I-3 Technical Evaluation at 1-2.

DISCUSSION

Personal Conflicts of Interest

We first address the protester's conflict of interest arguments, which relate to the contracting officer's representative (COR) for the incumbent task order, who we refer to as Mr. X, and who has a son who we refer to as Mr. Y. Protest at 11; AR, Tab 18, OCI Investigation at 2. Mr. Y works for Allegheny Science's proposed subcontractor, [Company A], and I-3 contends that this familial relationship gives rise to multiple conflicts of interest. Protest at 10-11.

The FAR requires contracting officials to address potential conflicts of interest that may arise in connection with a firm's duties to the government through the performance of contracts, known as OCIs under FAR subpart 9.5, and the duties of individual personnel in the performance of duties in support of procurement activities, known as personal conflicts of interest under FAR subpart 3.1. *See, e.g.*, *Deloitte Consulting LLP; ManTech Advanced Sys. Int'l, Inc.*, B-420137.7 *et al.*, July 25, 2022, at 6; *KOAM Eng'g Sys., Inc.*, B-420157.2, July 6, 2022, at 9 n.11.

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

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

FAR 3.101-1.

Here, after I-3 filed its first protest challenging the Army's source selection decision, the contracting officer investigated the purported conflicts of interest arising from Mr. X's familial relationship with Mr. Y, an employee of Allegheny Science's proposed subcontractor. AR, Tab 18, OCI Investigation at 1-6. During the investigation, the contracting officer reviewed the market research for the instant procurement, reviewed I-3's incumbent task order, and obtained statements from Mr. X, Mr. Y, and the members of the evaluation team. *Id.*; Supp. COS ¶¶ 14-18. The contracting officer found that although Mr. X participated in the procurement up to the issuance of the RFQ, and provided support in responding to questions from potential offerors, he recused himself from the evaluation.[5] AR, Tab 18, OCI Investigation at 2. The contracting officer noted that Mr. X conducted the market research for the procurement, which consisted of reviewing the availability of GSA's MAS contract SIN 541715 and one of the agency's multiple-award, indefinite-delivery, indefinite-quantity contracts. The contracting officer noted, however, that [Company A] did not hold either contract.[6] *Id.* at 4; Supp. COS ¶ 17. The contracting officer further noted that Mr. X did not have any role in the source selection, and the evaluators did not discuss the proposals or the evaluation with Mr. X. AR, Tab 18, OCI Investigation at 3-4.

The contracting officer investigated whether Mr. X disclosed any information concerning the procurement to Mr. Y and found that "[t]he facts and circumstances also do not indicate Mr. [X] provided any nonpublic information to his son, [Mr. Y], during any part of the procurement process, nor anyone else." AR, Tab 18, OCI Investigation at 3. The contracting officer found there was "plainly no evidence to support the claim." *Id.* The contracting officer wrote that Mr. X and Mr. Y each provided declarations denying any discussions about I-3's incumbent task order or the instant procurement, and stating that Mr. X did not provide Mr. Y with any information about the procurement. *Id.*; AR, Tab 18j, Decl. of Mr. X at 1-3; AR, Tab 18m, Decl. of Mr. Y at 2. The contracting officer also noted that Mr. Y, who works as a [DELETED] for [Company A], was not involved in the preparation of the Allegheny Science proposal for the current task order, has no role in performance of the resulting task order issued to Allegheny Science, and was not aware of I-3's incumbent task order. AR, Tab 18, OCI Investigation at 4; AR, Tab 18m, Decl. of Mr. Y at 1-2.

The contracting officer further found that Mr. X did not know that [Company A] was proposed as a subcontractor, and Mr. X was unaware that Allegheny Science was the successful offeror (with [Company A] as its subcontractor) until the source selection decision had been made and the contracting officer requested Mr. X, as the COR, prepare an updated security classification form, which included the names of the firms. AR, Tab 18, OCI Investigation at 2; AR, Tab 18j, Decl. of Mr. X at 3; Supp. COS ¶¶ 17-18. At that time, Mr. X recused himself from any involvement with the task order. AR, Tab 18, OCI Investigation at 5; AR, Tab 18n, Recusal Email. Based on the results

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[5] The agency states that Mr. X's recusal was consistent with historical practices. Supp. COS ¶ 15 ("Historically, to avoid any appearance of favoritism or conflict of interest, Mr. [X] has recused himself as an evaluator as demonstrated by the [incumbent task order], W15QKN20F0763, where he did not partake in the evaluation in which I-3 was awarded the contract.").

[6] In the market research, Mr. X identified [Company A] as one of nine firms (including I-3) capable of performing the work. AR, Tab 22, Market Research Report at 6. As noted above, the agency considered two acquisition strategies, the MAS contract and a multiple-award indefinite-delivery, indefinite-quantity contract, and [Company A] did not hold either contract. Agency's Supp. Briefing at 12 n.2.

of the investigation, the contracting officer concluded that no personal conflict of interest or OCIs existed. AR, Tab 18, OCI Investigation at 6-7.

I-3 takes issue with various aspects of the agency's investigation and conclusions, and, as explained below, the protester asserts that the procurement was tainted by personal conflicts of interest resulting from the familial relationship between Mr. X and Mr. Y, which provide the awardee with an unfair competitive advantage, and created a biased ground rule OCI, and a separate unequal access to information OCI resulting from the awardee's subcontractor's performance of a separate contract.[7] Comments at 13-34; Protester's Supp. Briefing at 11-19.

The identification of a conflict of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Bhate Envtl. Assocs., Inc.*, B-422557.2, B-422557.3, Jan. 3, 2025, at 13. In reviewing protests that challenge an agency's conflict of interest determination, our Office reviews the reasonableness of the determination; where an agency has given meaningful consideration to whether a conflict exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *See Leidos, Inc.*, B-417994, Dec. 17, 2019, at 8; *Superlative Techs., Inc.; Atlantic Sys. Grp., Inc.*, B-415405 *et al.*, Jan. 5, 2018, at 5.

When alleging a conflict of interest, a protester must identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *See Deloitte Consulting LLP; ManTech Advanced Sys. Int'l, supra*, at 7; *Interactive Info. Sols., Inc.*, B-415126.2 *et al.*, Mar. 22, 2018, at 5. Moreover, because government officials are presumed to act in good faith, we do not attribute unfair or prejudicial motives on the basis of mere inference or supposition, and we require evidence that the individual alleged to have the conflict of interest may be subject to undue influence likely to result in favoritism toward the awardee. *AIX Tech, LLC*, B-423417 *et al.*, June 11, 2025, at 10; *Lancaster & Co.*, B-254418, Dec. 14, 1993, at 7; *see also Global Integrated Sec. (USA) Inc.*, B-408916.3 *et al.*, Dec. 18, 2014, at 14 (government officials are presumed to act in good faith and we will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition). A

[7] While the parties refer to the purported conflicts resulting from Mr. X's relationship with his son as "OCIs," the alleged conflicts are personal conflicts of interest. We have stated that personal conflicts of government employees can be analogized to OCIs arising under FAR subpart 9.5. *See Island Creek Assocs., LLC*, B-423301.3, Dec. 5, 2025, at 9; *The Jones/Hill Joint Venture*, B-286194.4, *et al.*, Dec. 5, 2001. Accordingly, although FAR subpart 9.5, by its terms, does not apply to government agencies or employees, it is instructive in determining whether an agency has reasonably met its obligation to avoid conflicts under FAR section 3.101-1, in that FAR subpart 9.5 establishes whether similar situations involving for-profit organizations would require avoidance, neutralization, or mitigation of conflicts of interest so as to prevent an unfair competitive advantage. *Island Creek, supra* at 9-10.

familial relationship in and of itself is not a sufficient basis to find either an actual conflict of interest or an impermissible appearance of a conflict. *AIX Tech, supra*; *see also University Radiotherapy Assocs., P.S.C.*, B-408246, Aug. 9, 2013, at 2.

Based on our review of the record, we find the contracting officer's investigation and conclusions that the award to Allegheny Science was not tainted by conflicts to be reasonable. We discuss I-3's principal arguments below.

We begin with I-3's argument that that the Army failed to recognize that Mr. X had access to competitively useful nonpublic information through his work on the incumbent contract. I-3 maintains that access to this information would have provided the awardee with an unfair competitive advantage through his son's employment with the awardee's proposed subcontractor. Comments at 15-21; Protester's Supp. Briefing at 16-17. An unequal access to information conflict of interest exists where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, at 6.

In support of this argument, I-3 contends that Mr. X had "unfettered access to virtually every aspect of I-3's performance of the incumbent [task order]" and "would have had strong motivation to share his knowledge regarding I-3 and the [incumbent task order] with his son." Comments at 21. The Army responds that I-3's allegations amount to an "elaborate conspiracy theory," and there is no evidence that Mr. X shared nonpublic, competitively useful information with Mr. Y, [Company A], or Allegheny Science, or had any reason to do so given that he was not aware of [Company A's] involvement in the competition. Agency's Supp. Briefing at 21-24; COS/MOL at 20-22. The agency also notes that government officials are presumed to act in good faith, and a protester must present convincing evidence to establish that an official's actions were motivated by bias or bad faith. Agency's Supp. Briefing at 23 (citing *INTELiTEAMS, Inc.*, B-418123.4, Dec. 9, 2020, at 5; *Sigmatech, Inc.*, B-419565 *et al.*, May 7, 2021, at 8 n.8).

Here, we find no basis to question the contracting officer's conclusion that there is no basis to suspect that Mr. X used nonpublic information to benefit Mr. Y, [Company A], or Allegheny Science. As discussed above, the contracting officer investigated the protester's allegations and obtained declarations from Mr. X and Mr. Y confirming that Mr. X did not provide Mr. Y with any information about the procurement, and that they never discussed the procurement. AR, Tab 18, OCI Investigation at 3; AR, Tab 18j, Decl. of Mr. X at 2-3; AR, Tab 18m, Decl. of Mr. Y at 2. Mr. X swore that he was not aware that his son's employer was even involved in the procurement until after Allegheny Science had been selected for award, at which point he recused himself from any further involvement on the issued task order. Moreover, Mr. X's son swore that he had no involvement in preparing the Allegheny Science proposal. While the protester criticizes the declarations as "self-serving," I-3 has not offered any evidence showing that Mr. X disclosed any nonpublic information about the procurement to Mr. Y, [Company A], or Allegheny Science.[8] *See* Comments at 14. As stated above, 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. *Deloitte Consulting LLP; ManTech Advanced Sys. Int'l, supra*, at 7. Here, consistent with the presumption of good faith for government officials, we find no basis to conclude that Mr. X shared competitively useful, nonpublic information with anyone, or even had a reason to do so given his lack of knowledge about [Company A's] involvement in the competition.

I-3 also alleges that the procurement was tainted by a biased ground rules conflict of interest. Protest at 14-16; Comments at 31-33. A biased ground rules conflict of interest arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract. FAR 9.505-1, 9.505-2. In these cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. *Systems Made Simple, Inc.*, B-412948.2, July 20, 2016, at 6. Here, I-3 contends that Mr. X was in a position to skew the ground rules to favor his son's employer, [Company A].

In support of this argument, I-3 points to the fact that Mr. X participated in drafting the evaluation criteria and the PWS, and was involved in preparing the independent government cost estimate. Comments at 32-33. From this, the protester asserts that "Mr. [X] was in a position to influence the procurement--whether intentionally or not--in favor of his son and [Allegheny Science]." *Id.* In response, the Army argues that there is no basis to find a biased ground rules conflict of interest because "[Mr. X] was completely unaware that [Company A] would be proposed as a subcontractor to [Allegheny Science]" and there was "no expectation that [Company A] would potentially compete as a prime contractor" because "[Company A] is not on GSA's [MAS] SIN 541715." COS/MOL at 24.

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[8] The protester also alleges that "Mr. [X]'s statements are demonstrably false" because, in I-3's opinion, Mr. X had access to competitively useful information about I-3 through his role as the COR for the incumbent task order but stated that he did not have access to such information. Comments at 18-19; AR, Tab 18j, Decl. of Mr. X at 2. I-3 argues that because of this alleged inconsistency, the agency cannot rely on Mr. X's purportedly uncredible declaration. Comments at 19-21. We disagree. As an initial matter, while the protester questions the accuracy of Mr. X's statements, government officials are presumed to act in good faith, and the protester has not provided any reason to overcome that presumption. *See AIX Tech, supra* at 10. In addition, while the parties may disagree regarding the competitive utility of the information to which Mr. X had access, the relevant question is whether Mr. X shared that information with Mr. Y, [Company A], or Allegheny Science, and there is no evidence that he did. Accordingly, we reject the protester's allegations.

Based on our review of the record, we find that the Army gave meaningful consideration to the allegations and reasonably concluded that Mr. X had no reason to skew the ground rules of the procurement to benefit Allegheny Science or [Company A]. The contracting officer considered the protester's allegations and investigated Mr. X's role in procurement. AR, Tab 18, OCI Investigation at 4-5. Pertinent here, the investigation demonstrated that [Company A] was not eligible to compete as a prime contractor because it does not have the appropriate FSS contract SIN, and Mr. X did not know that [Company A] was being proposed as a subcontractor. *Id.*; AR, Tab 18j, Decl. of Mr. X at 3. Mr. X did not know that [Company A] was involved in the procurement until the source selection decision had been made and he was asked to prepare paperwork for the task order. AR, Tab 18, OCI Investigation at 2; AR, Tab 18j, Decl. of Mr. X at 3. Once Mr. X learned that [Company A], his son's employer, was involved in the procurement, he recused himself from further involvement with the task order.[9] AR, Tab 18n, Recusal Email; COS/MOL at 31.

Here, the protester has not presented hard facts that demonstrate a biased ground rules conflict of interest. I-3 has not identified anything in the record demonstrating that the relationship between Mr. X and Mr. Y resulted in favoritism towards Allegheny Science (or its proposed subcontractor) in the procurement--including skewing the ground rules in Allegheny Science's favor. In this regard, while I-3 contends "it is not necessary for I-3 to demonstrate evidence that the procurement was actually skewed in [Allegheny Science's] favor," and asserts that the protester is entitled to a presumption of prejudice, we disagree. Comments at 33 (citing *B.L. Harbert-Brasfield & Gorrie, JV*, B-402229, Feb. 16, 2010). We will presume prejudice only where a protester establishes facts that constitute a conflict of interest or an apparent conflict of interest.[10] Here, I-3 has not established facts that Mr. X would have had a reason to skew the procurement to favor [Company A]. Significantly, as noted above, there is no evidence that Mr. X knew that

[9] While I-3 raises various complaints about the recusal, asserting that Mr. X should have recused himself earlier, and arguing that Mr. X improperly knew that Allegheny Science was the successful offeror one day before the source selection decision was announced, the protester's criticisms of the Army's actions do not provide a basis to sustain this protest. *See* Comments at 21-23. For one, as noted above, Mr. X did not know that [Company A] was participating in the procurement until the source selection decision had been made. AR, Tab 18j, Decl. of Mr. X at 3. In addition, the agency explains that Mr. X was informed of the source selection decision one day prior to task order issuance in order to complete necessary paperwork. Supp. COS ¶ 17. The protester has not shown that any impropriety occurred. I-3's disagreement with these actions does not establish the hard facts necessary to support a finding that the Army's investigatory conclusions were unreasonable.

[10] We note that the presumption of prejudice is rebuttable. *Inuksuk A-S*, B-420527.2, May 26, 2022, at 6. That is, to rebut the presumption, an agency may affirmatively demonstrate the absence of any competitive harm. *Northrop Grumman Sys. Corp.--Mission Sys.*, B-419560.3 *et al.*, Aug. 18, 2021, at 13.

[Company A] was participating in the procurement. In this regard, we find Mr. X's representations credible, as he was not involved in the evaluation, [Company A] did not hold the MAS contract under which the RFQ was issued, he never discussed the procurement with Mr. Y. We find no reason to presume that Mr. X would have skewed the procurement to benefit Mr. Y (or Mr. Y's employer) when there is no evidence that Mr. X knew that [Company A] was participating in the procurement. Therefore, we decline to presume that I-3 was prejudiced by the familial relationship between Mr. X and Mr. Y.

In sum, the facts here do not establish any impropriety requiring the exclusion of the awardee, or otherwise reflect that the alleged conflict existed and prejudiced the protester.[11] *See KOAM Eng'g Sys.*, *supra* at 8. While there is no dispute that there is a familial relationship between Mr. X and Mr. Y, the protester has not demonstrated that the agency's investigation and consideration of the potential conflict was unreasonable. Accordingly, we deny this aspect of the protest.

Organizational Conflict of Interest

We next address I-3's allegation that [Company A's] performance of the Business Operations and Access Control (BOAC) contract gave rise to an unequal access to information OCI that the agency failed to reasonably investigate.[12] Protest at 22-23; Comments at 4-13; Protester's Supp. Briefing at 6-11.

As noted above, an unequal access to information OCI exists where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Cyberdata Techs., supra* at 6. The concern regarding this type of OCI is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the agency,

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[11] The protester, citing *Lockheed Martin Corp.*, B-295402, Feb. 18, 2005, suggests that the Army was required to provide "'compelling evidence' necessary to rebut bias resulting from the relationship between Mr. [X] and his son." Comments at 23. I-3's reliance on our Office's decision in *Lockheed Martin Corp.* is unavailing because there, the record established bias on the part of a government official. Here, the record does not support I-3 claims of bias and favoritism. While I-3 implies that a familial relationship is *per se* evidence of bias, as noted above, such a relationship in and of itself is not a sufficient basis to find either an actual conflict of interest or an impermissible appearance of a conflict. *AIX Tech, supra*. In this case, we fail to see how there could have been bias on Mr. X's part where the contracting officer reasonably concluded that Mr. X did not know that his son's employer was participating in the competition. As such, we reject the protester's argument.

[12] [Company A] is the incumbent contractor on the Army's BOAC contract, where it provides operational support to the Army's criminal investigation division, biometric operations division. COS/MOL at 33-34; AR, Tab 18, OCI Investigation at 6.

or source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. *Federal Info. Sys., Inc.*, B-421567, B-421567.2, July 5, 2023, at 4. The responsibility for determining whether an actual or apparent conflict of interest will arise, and to what extent the firm should be excluded from the competition, rests with the contracting officer. *Accenture Fed. Servs., LLC*, B-414268.3 *et al.*, May 30, 2017, at 6.

We review the reasonableness of a contracting officer's OCI investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *Accenture Fed. Servs., supra.* 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. *Id.; see also Federal Info. Sys., supra*, at 6.

Here, as noted above, after I-3 filed its first protest, the contracting officer investigated the alleged conflicts of interest, including the alleged unequal access to information OCI resulting from [Company A's] performance of the BOAC contract. AR, Tab 18, OCI Investigation at 1, 6-7. As part of the investigation, the contracting officer, who is also the contracting officer for the BOAC contract, reviewed both the incumbent task order (performed by I-3) and the BOAC contract (performed by [Company A]), and obtained statements from the CORs for the instant requirement and the BOAC contract. *Id.* at 1-2; Supp. COS ¶ 8. Further, the contracting officer observed that the primary function of the BOAC contract is to provide "operational support in the business function areas of office operations including administration, facilities, logistics and security." AR, Tab 18, OCI Investigation at 6. In addition, the contracting officer found that the requirements of the BOAC contract and the RFQ are "starkly different" and that "there is no direct or indirect overlap in performance and no competitive advantage was found to exist." *Id.* The contracting officer noted that no information is shared under the requirements, and the Army's cyber security measures "restrict[] all information to each individual user account." *Id.* The contracting officer therefore concluded that [Company A's] performance of the BOAC contract did not create an unequal access to information OCI. *Id.* at 7.

I-3 argues that the Army's conclusions are unreasonable, asserting that if the agency had reasonably analyzed and understood the PWS for each effort, the contracting officer "would have found extensive potential for [Company A] to access information about the incumbent [task order] and I-3's performance of it." Comments at 6. The protester elaborates that under the BOAC contract, [Company A] prepares and edits documents, maintains the director's calendar, attends meetings, executes administrative requirements for processing personnel, assists in maintaining property, and provides support for training plans and requests. *Id.* at 6-7 (quoting AR, Tab 29, BOAC PWS). I-3 maintains that these tasks provide [Company A] with an unfair competitive advantage in this procurement. For example, the protester argues that because [Company A] is tasked with processing personnel, [Company A] knows the number of staff that I-3 employs under the incumbent task order, their names, and the firm's approach to performance. *Id.* at 7.

We are not persuaded that [Company A's] performance of the BOAC contract afforded the firm competitively useful nonpublic information. Comments at 6-7. As an initial matter, the record reflects that the contracting officer reasonably investigated I-3's allegations and concluded that [Company A's] performance of the BOAC contract did not result in an unequal access to information OCI. In support of this conclusion, the contracting officer states that he is "very familiar with the requirements of both contracts," and he is unaware of any facts or evidence that support the protester's allegation that [Company A] obtained access to competitively useful nonpublic information through the BOAC contract. Supp. COS at ¶ 8. The contracting officer also reasonably reviewed pertinent information regarding the duties that [Company A] performs under the BOAC contract and concluded that this performance did not afford [Company A] access to competitively useful nonpublic information. AR, Tab 18, OCI Investigation at 6-7; *see* also Supp. COS ¶¶ 8-13.

These conclusions are supported by the record, where the PWS for the BOAC contract requires [Company A] to support the agency's office operations (which includes tasks such as assisting with the preparation of travel documentation for personnel, maintaining the calendars and schedules of the director, preparing meeting summaries); provide administrative support (to include among other things, ensuring that tasks are properly tracked, maintaining calendars, coordinating conferences, preparing meeting reports, assist with training plans); provide logistics support (which includes maintaining property accounts and property accountability, among other things); and support facilities operations activities (to include maintaining floor plans and seating charts, inspecting building maintenance and safety compliance, etc.). *See* AR, Tab 29, BOAC PWS. This is not a case where performance of the BOAC contract puts [Company A] in the position of overseeing I-3's performance on the incumbent contract or supporting the agency's acquisition function, where one could reasonably infer that [Company A] would be in a position to have access to details about I-3's incumbent contract pricing or other proprietary contract information.

In this regard, we are not convinced that the type of information I-3 alleges that [Company A] may have access to through performance of the BOAC contract (*e.g.*, trainings materials and documents to be edited) would provide [Company A] with an unfair competitive advantage. The protester has not established that this information goes beyond the permissible type of benefit (*e.g.*, unique information, advantages, and capabilities) that a firm may possess due to its prior experience under a government contract.[13] *See DirectViz Sols., LLC*, B-423366 *et al.*, June 11, 2025, at 8 n.6; *see also*

[13] Our Office has stated that an agency is not necessarily required to equalize competition to compensate for such normally occurring advantages, unless there is evidence of preferential treatment or other improper action. *See Bland & Assocs., PC*, B-419924, Sept. 28, 2021, at 6; *CACI, Inc.-Fed.*, B-403064.2, Jan. 28, 2011, at 10.

Accenture Fed. Servs., supra at 8 (finding the agency reasonably concluded that access to the agency's raw financial data did not provide the awardee with an unfair competitive advantage where the contracting officer reasonably considered the information and the protester failed to explain how the data could provide an advantage). While I-3 attempts to identify information that could have provided Allegheny Science with an unfair competitive advantage, the examples provided do not alter our conclusion. For instance, while I-3 alleges that [Company A] has access to competitively useful information about I-3's staffing, the agency notes that the RFQ advised offerors that the agency's estimated level of effort was 27 full-time equivalent employees. Supp. COS ¶ 12. Given that this information was available to all offerors, we reject I-3's argument that [Company A's] alleged access to this information provided it with an unfair competitive advantage.

In sum, the protester has failed to demonstrate that [Company A's] work involved access to any proprietary or source selection sensitive information. Accordingly, we find that the protester essentially expresses disagreement with the contracting officer's judgment regarding the scope of the OCI inquiry conducted; such disagreement, however, does not support a valid challenge. *Federal Info. Sys., supra* at 7. Based on our review of the record, we see no basis to question the contracting officer's conclusion that [Company A] did not have access to non-public information that would provide the firm with an unfair competitive advantage.

Technical Evaluation

I-3 also challenges the evaluation of its proposal under the technical factor. Specifically, the protester contends that it should have received significant strengths for five aspects of its technical proposal that the protester argues are advantageous to the agency. Protest at 24-29; Comments at 35-41; Protester's Supp. Briefing at 19-21. I-3 also argues that the agency's contemporaneous evaluation was insufficiently documented. Comments at 35-37; Protester's Supp. Briefing at 19-21.

The agency responds that its evaluation of I-3's technical proposal was reasonable and consistent with the terms of the solicitation. COS/MOL at 40-58; Agency Supp. Briefing at 29-37. In this regard, the Army generally argues that its evaluation team reasonably considered the identified aspects of I-3's proposal to meet, but not exceed, the PWS requirements. *See*, *e.g.*, COS/MOL at 49-50. The Army contends that it was not required to document why it did not consider certain proposal aspects to merit a strength and that the protester's arguments amount to disagreement with the agency evaluators. *Id*. at 40-42. We have reviewed all of I-3's assertions and find that none provide a basis to sustain the protest. We discuss several representative examples below.

Unassessed Strengths

I-3 contends that the agency unreasonably failed to credit I-3's proposal with a significant strength based on its description of its understanding and management of originating agency identifiers (ORIs).[14] Protest at 26-27; Comments at 37-38. The protester argues that its proposal "provided a comprehensive overview of how ORIs are managed," and explained that I-3, as the incumbent, currently supports BOD by managing [DELETED] ORIs. Protest at 27 (*citing* AR, Tab 10, I-3 Technical Proposal at 7. I-3 avers that this aspect of its proposal merited a significant strength. *Id*.

The Army responds that it reasonably did not assess a significant strength for I-3's proposed approach to ORIs. COS/MOL at 49-50. The agency argues that I-3's proposal did not demonstrate how it exceeded the RFP's performance or capability requirements in a way that would be appreciably advantageous to the Army. *Id*.; AR, Tab 1b, Technical Evaluation Chair Decl. at 3. The Army asserts that, while I-3's discussion of ORIs met the RFP's requirement of demonstrating an understanding and management of ORIs, it did not propose anything advantageous to warrant the assessment of a significant strength. *Id*.

Where, as here, a procurement is conducted pursuant to FAR subpart 8.4, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency; rather, 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. *Computer World Servs.*, B-417634, Sept. 6, 2019, at 5. In this context, a protester's disagreement with a procuring agency's evaluation judgments, without more, does not establish that the evaluation was unreasonable. *Robbins-Gioia, LLC*, B-402199 *et al.*, Feb. 3, 2010, at 6.

Further, agencies are not required to assign strengths for proposal aspects that merely meet the solicitation's requirements. *See eTech Sols., LLC*, B-421687 *et al*., Aug. 23, 2023, at 8. Moreover, it is not our Office's role to independently reevaluate proposals and assign strengths where the agency did not. *Id*. An agency's judgment that the features identified in a proposal did not significantly exceed the solicitation's requirements, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that our Office will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Battelle Mem'l Inst.*, B-420253 *et al.*, Jan. 12, 2022, at 6.

We see no basis to question the agency's conclusion that this aspect of I-3's proposal did not merit a significant strength. The RFP defined a significant strength as a proposal aspect that "appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the [g]overnment[.]" AR, Tab 9c, RFP amend. 0001, TOEP at 5. Here, the protester has not clearly demonstrated how its proposal would confer a considerable advantage to the government during performance.

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[14] The protester explains that an ORI is a nine-character alphanumeric code assigned to BOD-supported customers that is used for submitting biometric data to the Department of Defense's automated biometric identification system (ABIS). Protest at 26-27.

The solicitation instructed offerors to address, as part of their technical proposal, their understanding and management of ORIs. *Id*. at 8. The PWS required the successful offeror to, as part of the operational support task, support the management of "more than 13,000" ORIs. PWS at 2. In response, I-3's proposal discussed what an ORI is and described its approach to manage ORIs for new and existing "customers" supported by BOD. AR, Tab 10, I-3 Technical Proposal at 6-7. The proposal also explained that I-3 has managed more than [DELETED] ORIs for the past three years and helped BOD [DELETED] to enhance data integrity. *Id*. at 7. However, I-3 does not specifically identify, either in its proposal or in its pleadings, what PWS requirements its discussion of ORIs purports to exceed.

The agency did not specifically discuss I-3's proposed approach to ORIs in its evaluation, but broadly concluded that I-3's proposal "demonstrated a moderate understanding of the requirements in the PWS . . .and the required tasks, services, and skill sets required to achieve program objectives." *See* AR, Tab 11, I-3 Technical Evaluation at 2. In response to the protest, the chair of the technical evaluation team explained in a declaration that I-3's discussion of managing ORIs was in line with the requirements of the PWS but only constituted "normal day-to-day activities [that] should be performed on a routine basis." AR, Tab 1b, Technical Evaluation Chair Decl. at 3. The technical evaluation chair further stated that I-3's description of removing unnecessary ORIs "is a positive action" but explained that it was considered standard management of the ORI database that did not warrant a significant strength. *Id*.

On this record, we agree with the agency that it reasonably determined that nothing in the protester's proposal exceeded the PWS's ORI requirements. While I-3 may disagree with the agency's judgement, it does not meaningfully explain how this aspect of its proposal would confer an appreciable advantage to the government. It has therefore failed to establish that the agency's decision not to assess a significant strength was unreasonable.

As a second example, I-3 contends that it should have received a significant strength based on its proposed support of contributors to the Department of Defense's biometrics enterprise by providing staff assistance visits. Protest at 28; Comments at 40. In this regard, the protester argues that by reviewing and evaluating BOD partners in both the United States and international locations, I-3 can sustain and improve collaboration across the biometrics enterprise. *Id*. The agency responds that the evaluators considered this aspect of the protester's proposal and concluded it did not merit a significant strength. COS/MOL at 51. The agency explains that the actions described by I-3 are "standard tasks" that meet the PWS's requirements but that do not appreciably exceed performance or capability requirements. *Id*.

As relevant here, the PWS stated that the successful contractor would "[p]rovide support to all contributors to the [Department of Defense] Biometrics Enterprise . . . by reviewing and evaluating procedures, methodologies, and compliance functions on a triennial basis." PWS at 7. In the proposal section responding to this PWS requirement, I-3 proposed to accomplish these reviews through staff assistance visits, noting that BOD partners that submit to ABIS "are required to participate in an [staff assistance visit] on a triennial basis." AR, Tab 10, I-3 Technical Proposal at 14. I-3's proposal then explains some actions it will take as part of the staff assistance visits and proffers that the firm's approach [DELETED] BOD objectives. *Id*.

On this record, we find that I-3 has failed to demonstrate that anything in its proposal exceeds the PWS requirement to perform triennial reviews of the procedures, methodologies, and compliance functions for each BOD partner. While the protester points to parts of its proposal that include more detail about its approach to conducting these reviews than simply stating that they will occur, I-3 does not meaningfully explain how this aspect of its proposal would be appreciably advantageous to the government beyond what is already required by the PWS. *See* Comments at 40. As discussed above, agencies are not required to assign strengths for proposal aspects that merely meet the solicitation's requirements. *eTech Sols., LLC*, *supra*. The protester's arguments, without more, do not provide a basis for us to conclude that the agency's evaluation was unreasonable.

Adequacy of Documentation

The protester also challenges the adequacy of the agency's documentation, alleging that the contemporaneous record demonstrates that the agency failed to consider the various significant strengths identified in its protest. Comments at 35-37; Protester's Supp. Briefing at 19-21. In this regard, the protester contends that the technical evaluation chair's explanations in his post-protest declaration are impermissible *post-hoc* rationalizations that should be afforded little weight. *Id*.

As noted above, an agency's judgment that features identified in a proposal did not significantly exceed the solicitation requirements, and thus did not warrant the assessment of strengths, is a matter within the agency's discretion and one that our Office will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Battelle Mem'l Inst.*, *supra* at 6. Moreover, for procurements that are conducted under FAR subpart 8.4 and require a statement of work, or, such as here, a PWS, FAR section 8.405-2(e) designates limited documentation requirements, requiring only that the agency's evaluation judgments be documented in sufficient detail to show they are reasonable. *Arrington Dixon & Assocs., Inc.*, B-409981, B-409981.2, Oct. 3, 2014, at 8.

Further, our Office has consistently stated that an agency is not required to document every single aspect of its evaluation or explain why a proposal did not receive a strength for a particular feature. *See Guidehouse LLP*, B-419336 *et al.*, Jan. 21, 2021, at 9. Finally, while we accord greater weight to contemporaneous materials as opposed to judgments made in response to a protest, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *RemedyBiz, Inc.*, B-421196, Jan. 17, 2023, at 9.

Here, the contemporaneous evaluation record consists of several paragraphs documenting the agency's consideration of I-3's technical proposal. AR, Tab 11, I-3 Technical Evaluation. This record, albeit somewhat limited, adequately documents the agency's consideration of both the extent to which I-3 understood the requirement and the feasibility of I-3's proposed approach, finding that I-3's proposal mostly met the solicitation's requirements. *Id*. at 2. In this regard, the record shows that where the agency found aspects of I-3's proposal did not meet the solicitation's requirements, the agency documented its findings. *See id*. at 1 (documenting the agency's assessment of a significant weakness in I-3's proposal for failing to discuss [DELETED]). Further, we find that the technical evaluation chair's post-protest explanations--providing further explanation as to why each alleged significant strength did not exceed the requirements in a manner appreciably advantageous to the government--are credible and consistent with this contemporaneous record.

Accordingly, we find no basis to question the sufficiency of the agency's documentation and therefore deny this aspect of the protest as well.

The protest is denied.

Edda Emmanuelli Perez
General Counsel