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Decision

Matter of: Turning Point Global Solutions, L.L.C.

File: B-424612; B-424612.2; B-424612.3

Date: September 24, 2026

John R. Prairie, Esq., J. Ryan Frazee, Esq., and Morgan W. Huston, Esq., Mayer Brown LLP, for the protester.

Frank S. Murray, Esq., Foley & Lardner LLP, for WidePoint Integrated Solutions Corp., the intervenor.

Roger A. Hipp, Esq., Department of Homeland Security, for the agency.

Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that awardee is ineligible for award for providing a non-compliant carrier commitment letter is sustained where one of the submitted letters did not satisfy the solicitation's requirements.
2. Protest is sustained where the awardee's proposal included assumptions that took exception to the solicitation's mandatory service level agreements.
3. Protest alleging that the agency failed to adequately consider an alleged conflict of interest is denied where the protester has not identified any hard facts supporting the allegation.

DECISION

Turning Point Global Solutions, L.L.C. (TPGS), a small business of Rockville, Maryland, protests the award of an indefinite-delivery, indefinite-quantity (IDIQ) contract to WidePoint Integrated Solutions Corp., a small business of Fairfax, Virginia, under request for proposals (RFP) No. 70RTAC25R00000010, issued by the Department of Homeland Security (DHS), for cellular wireless managed services. The protester challenges various aspects of the agency's evaluation of the offerors' proposals and the best-value tradeoff decision. In addition, TPGS alleges that DHS failed to consider a potential conflict of interest involving DHS personnel who are former WidePoint employees.

We sustain the protest in part and deny the protest in part.

BACKGROUND

On November 6, 2025, pursuant to the procedures of the Federal Acquisition Regulation (FAR) parts 12 and 15,¹ the agency issued the RFP, seeking proposals to provide cellular wireless management services for the agency and its components.² COS ¶ 3; Agency Report (AR), Tab 16b, Statement of Work at 4.³ The RFP contemplated the award of a single IDIQ contract with a 12-month base ordering period and nine 12-month option periods, and the IDIQ contract will allow for fixed-price, time-and-materials, labor hour, and hybrid orders. RFP at 22. The cumulative dollar ceiling value

¹ The agency states that the solicitation was issued pursuant to parts 12 and 15 of the Revolutionary FAR Overhaul (RFO). Memorandum of Law (MOL) at 2. However, the RFP did not reflect any updated clauses and provisions found in the RFO, and the evaluation documents did not reference the updated clauses and provisions. We asked the agency to clarify whether the RFO or the codified FAR applied to this procurement, and the agency stated: “[t]he original solicitation (issued on November 6, 2025) and amended solicitation (issued on November 18, 2025) did not include any RFO FAR clauses. The agency evaluated proposals and conducted negotiations using RFO FAR Part 15 procedures pursuant to a class deviation adopting RFO FAR Part 15 on October 23, 2025.” Supp. MOL at 2 (internal citations omitted). The parties do not contend that any distinctions between the versions of the provisions and clauses in the solicitation and the versions in the RFO affect the analysis of the agency’s actions in this procurement. *Id.* at 3; Supp. Comments at 3; Intervenor Supp. Comments at 14.

While we need not resolve the inconsistencies between the versions of the clauses and provisions in the solicitation, and the provisions the agency cites to in its submissions to our Office, we note that the issuance of a deviation, standing alone, is insufficient to cause all subsequent solicitations to be issued pursuant to the terms of the deviation--or to cause all subsequent procurements to be subject to the terms of the deviation. See *ORBIS Sibro, Inc.*, B-418165.7 *et al.*, Apr. 12, 2021, at 5 n.10 (explaining the *Christian* doctrine provides only for incorporation by law of certain mandatory contract clauses into otherwise validly awarded government contracts; it does not stand for the proposition that provisions are similarly incorporated, by law, into solicitations). Because the RFP referenced provisions and clauses of the codified FAR, we refer to the codified FAR in this decision.

² The agency issued one amendment to the solicitation. AR, Tab 16, RFP amend. 1 at 1; Contracting Officer’s Statement (COS) ¶ 3. All citations to the solicitation in this decision refer to the version issued with amendment one and submitted as tab 16a to the agency report.

³ With the exception of the solicitation, all citations in this decision refer to the PDF page numbers. Citations to the solicitation refer to the page numbers printed on the document.

of the IDIQ contract is in excess of \$3 billion. *Id.* at 23. WidePoint is the incumbent contractor. Protest at 18; AR, Tab 47, WidePoint Contractor Performance Assessment Reporting System (CPARS) Reports at 42.

The RFP contemplated a two-phase procurement. RFP at 16. In phase one, the agency would consider two factors on a pass/fail basis: facility clearance; and commitment letters from carriers. *Id.* at 9, 17-18. Relevant here, with respect to commitment letters, the RFP stated: “[t]he offeror shall submit commitment letters from carriers, including Verizon, T-Mobile, AT&T, FirstNet, and other local/regional wireless vendors, if applicable. At a minimum, commitment letters from Verizon, T-Mobile, AT&T, and FirstNet are required.” *Id.* at 9. In addition, the RFP required that “all of the commitment letters” must state that the carrier would commit to working with the offeror in providing services to DHS for the term of the IDIQ contract. *Id.* at 9, 18.

After evaluating the offerors’ phase one submissions, the agency would make a mandatory down-select, where offerors receiving a pass rating for both factors would be invited to proceed to phase two, and offerors receiving a fail rating for either factor would be notified that they were ineligible for award and removed from further consideration. RFP at 17. In phase two, offerors would submit a written proposal and a video presentation, and the agency would make award using a best-value tradeoff decision, considering the following factors: management approach; web portal capability; past performance; and price. *Id.* The RFP established that the management approach and web portal capability factors were of equal importance, and those factors were more important than past performance. *Id.* at 16. The non-price factors, when combined, were more important than price. *Id.*

Relevant to this protest, as part of the management approach factor, offerors were required to demonstrate how service level compliance would be measured, assessed, reported, and performed. RFP at 10. In this regard, the solicitation’s statement of work (SOW) provided that “[p]erformance management and accountability through service level management and metrics analysis is an integral part of this IDIQ contract.” AR, Tab 16b, RFP, attach. 2, SOW at 7. The SOW continued: “[e]valuation of the contractor’s overall performance will be in accordance with the performance standards set forth in the Service Level section.” *Id.* To that end, section 8 of the SOW included various service level agreements (SLAs), each with defined measurement methodologies, target and minimum acceptability thresholds, and disincentive credit structures for inadequate performance. *Id.* at 23-25. During the question and answer (Q&A) process for the solicitation, a potential offeror asked about tailoring SLAs at the task order level, and the agency responded that the SLAs apply to individual task orders “and cannot be changed.” AR, Tab 16d, RFP Q&A at No. 15.

As also relevant here, the solicitation instructed offerors to indicate any pricing-related assumptions made. RFP at 12-13. The RFP stated: “[a]ny assumptions that are considered unacceptable by the Government and cannot be resolved may result in the proposal being removed from consideration.” *Id.* at 13.

DHS received phase one proposals from three offerors, including TPGS and WidePoint, prior to the RFP's November 24 closing date, and all proposals received a pass rating for phase one. AR, Tab 32, Competitive Range Determination at 2. After receiving and evaluating the offerors' phase two proposals, DHS established a competitive range comprised of TPGS and WidePoint, and the agency opened discussions with the offerors. *Id.* at 3-4; see also AR, Tab 31, Addendum to Technical Evaluation Report at 3. DHS evaluated the offerors' final phase two proposals as follows:

	TPGS	WidePoint
Management Approach	High Confidence	High Confidence
Web Portal Capability	High Confidence	High Confidence
Past Performance	Some Confidence	High Confidence
Price⁴	\$23,191,108	\$29,675,993

AR, Tab 31, Addendum to Technical Evaluation Report at 7; AR, Tab 38, Best-Value Recommendation at 8.

The contracting officer reviewed the evaluation findings and prepared a best-value recommendation memorandum for the source selection authority (SSA). AR, Tab 38, Best-Value Recommendation at 1. In making the recommendation, the contracting officer considered the weak points and strong points identified in each proposal under each factor and compared the relative merits of the proposals. For example, the contracting officer found that WidePoint's proposal was slightly superior under the management approach factor because WidePoint offered "more benefits across a greater number of areas within this evaluation factor." *Id.* at 17. The contracting officer also found that WidePoint's proposal was "slightly superior" to TPGS's proposal under the web portal capability factor and "clearly superior" under the past performance factor. *Id.* at 31. The contracting officer found that the advantages in WidePoint's proposal "justify the 21.85 [percent] price premium," and the contracting officer recommended WidePoint's proposal for award. *Id.*

The SSA reviewed and analyzed the evaluation reports and the best-value recommendation memorandum, considering the ratings assigned to each proposal, as well as the evaluation findings. AR, Tab 39, Source Selection Decision at 5-15. For example, for the past performance factor, the SSA noted that "WidePoint received 'Very Good' or 'Exceptional' CPARS ratings for all submitted periods of performance, with no decline in performance throughout the contract periods." *Id.* at 13. The SSA observed that TPGS's "ratings were mostly 'Satisfactory,' and because DHS was awarding a "10-year contract for use across the entire department, proven high-quality performance that exceeds contractual requirements, which can be demonstrated with Very Good and/or Exceptional ratings, is extremely beneficial to the Government." *Id.* at 13-14. After reviewing the evaluation findings under each factor, the SSA concluded:

⁴ The agency evaluated price using a sample order. RFP at 13.

“WidePoint is the only proposal to receive ‘High Confidence’ across all technical factors, and no weak points were identified. . . . I determine that the agency should pay a premium price that is warranted by the features of WidePoint’s proposal, which provide higher confidence of successful performance.” *Id.* at 16.

On June 24, 2026, the agency awarded the contract to WidePoint. AR, Tab 42, Awarded Contract at 1. On the same day, DHS notified TPGS of the award decision and provided TPGS with a debriefing. AR, Tab 40, TPGS Notice of Award & Debriefing. This protest followed.

DISCUSSION

The protester challenges various aspects of DHS’s evaluation of the offerors’ proposals⁵ and the best-value tradeoff decision, as well as the agency’s consideration of an alleged conflict of interest. As set forth below, we sustain two of the protester’s challenges to the agency’s evaluation of the awardee’s proposal, which should have been found unacceptable and ineligible for award. We first sustain the protest on the basis that one of WidePoint’s carrier commitment letters did not comply with the solicitation requirements. Second, we sustain the protest on the basis that WidePoint’s phase two proposal took exception to material solicitation requirements.

In addition, we deny the protester’s allegation that the procurement was tainted by an appearance of impropriety or a conflict of interest requiring the exclusion of WidePoint. While we do not discuss all of the protester’s remaining allegations, we have considered them all and find none provides any additional basis to sustain the protest.⁶

⁵ Specifically, with respect to the phase two proposal evaluation, TPGS protests the agency’s evaluation of the protester’s proposal under the past performance and management approach factors, and the evaluation of the awardee’s proposal under all of the non-price factors. Protest at 14-21; Supp. Protest at 9-11.

⁶ For example, the protester complains that DHS unreasonably failed to credit TPGS’s proposed key personnel when evaluating the firm’s proposal under the management approach factor. Protest at 19-21. The protester asserts that although the RFP only required offerors to propose a program manager, TPGS proposed [DELETED] key personnel. *Id.* at 19. In response, DHS argues it would have been improper to credit TPGS for this aspect of its proposal because the RFP did not provide for evaluating key personnel under the management approach factor. MOL at 14-15. Our regulations require that a protest include a sufficiently detailed statement of the grounds supporting the protest allegations, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), 21.1(f), and 21.5(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 action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. Bare allegations or speculation are insufficient to meet this requirement. See *Eagle Hill Consulting, LLC*, B-421938.2, B-421938.3, Dec. 20, 2023, at 4.

(continued...)

WidePoint's Carrier Letter

We first address the protester's argument that WidePoint was ineligible for award because one of WidePoint's carrier commitment letters did not satisfy the solicitation requirements. 2nd Supp. Protest at 14-15.

By way of background, the solicitation instructions established several submission requirements for the commitment letters from carriers. RFP at 9. As relevant here, the RFP provided: "[t]he offeror shall submit commitment letters from carriers, including Verizon, T-Mobile, AT&T, FirstNet, and other local/regional wireless vendors, if applicable. At a minimum, commitment letters from Verizon, T-Mobile, AT&T, and FirstNet are required." *Id.* In addition, the solicitation stated:

The commitment letter shall clearly state that if [insert the offeror name] is awarded a contract as a result of RFP #70RTAC25R00000010 by the Department of Homeland Security (DHS), [insert the carrier name] will commit to working with [insert the offeror name] in providing telecommunications services to the DHS for the term of the IDIQ contract.

Id. The RFP's evaluation section advised offerors that the agency would assess whether the offeror's phase one proposal met the following minimum requirements:

No.	Minimum Requirement
1	Did the offeror submit commitment letters from Verizon, T-Mobile, AT&T, and FirstNet?
2	Did all of the commitment letters submitted clearly state that if the offeror is awarded a contract as a result of RFP #70RTAC25R00000010 by the DHS, the carrier will commit to working with the offeror in providing telecommunications services to the DHS for the term of the IDIQ contract?
3	Did all of the commitment letters submitted include a date?
4	Did all of the commitment letters submitted include a signature from the carrier representative and his/her name and title?

Id. at 18. The RFP provided: "[o]fferors who fail to meet any of the above minimum requirements will receive a 'Fail' rating for [this factor], will not be evaluated further, and will be ineligible for award." *Id.*

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Allegations that facially do not demonstrate improper agency action (e.g., that the agency violated the terms of the solicitation) are legally insufficient. *Id.* Here, the RFP did not contemplate an evaluation of the offeror's proposed key personnel. RFP at 18 (listing the evaluation criteria for the management approach factor). As such, we dismiss this allegation as legally insufficient.

WidePoint submitted 17 carrier commitment letters, including one from Spok, Inc., a pager service provider, that contained the following statement:

[I]f WidePoint is awarded a contract as a result of RFP #70RTAC25R00000010 by the Department of Homeland Security (DHS), Spok will commit to working with WidePoint in providing telecommunications services to the DHS for the term of the IDIQ contract or the term of the WidePoint Reseller Agreement with Spok, whichever terminates earlier.

AR, Tab 20a, WidePoint Commitment Letters at 23.

The protester argues that WidePoint's proposal was ineligible for award because the Spok letter did not commit Spok to working with WidePoint for the full term of the IDIQ contract, as required by the RFP. 2nd Supp. Protest at 15-16. The agency asserts that the awardee's proposal satisfied the solicitation requirements because "[t]he agency did not require a letter from Spok at all, let alone a 10-year commitment letter." Supp. MOL at 14. In this regard, the agency argues that offerors were only required to submit commitment letters from the four specified carriers, and any other commitment letters were not subject to the minimum requirements set forth in the RFP. *Id.* at 12-14. DHS contends that the protester's "interpretation of the solicitation is unreasonable and would lead to absurd results." *Id.* at 12.

In reviewing challenges to an agency's evaluation of proposals, our Office does not substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation scheme and applicable statutes and regulations. *Life Sci. Logistics, LLC*, B-421018.4, B-421018.5, Feb. 27, 2024, at 9. While we will not substitute our judgment for that of the agency, we will sustain a protest where the agency's conclusions are inconsistent with the solicitation's evaluation criteria, undocumented, or not reasonably based. *Conley & Assocs., Inc.*, B-415458.3, B-415458.4, Apr. 26, 2018, at 5. Where the record shows that a firm's proposal fails to meet a material requirement of the solicitation, the proposal is technically unacceptable and cannot serve as the basis for the award of a contract. *Life Sci. Logistics, supra*.

In addition, where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Patronus Sys.*, B-418784, B-418784.2, Sept. 3, 2020, at 5; *Intelsat Gen. Corp.*, B-412097, B-412097.2, Dec. 23, 2015, at 8. Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. See *Innovative Mgmt. Concepts, Inc.*, B-419834.2, B-419834.3, Sept. 20, 2021, at 15. An interpretation is unreasonable if it fails to give meaning to all of a solicitation's provisions, renders any part of the solicitation absurd or surplus, or creates conflicts. *Id.*

The agency argues that the solicitation only required commitment letters from the four named carriers, as opposed to all carriers, and to the extent that an offeror elected to submit commitment letters for other carriers, those letters were not subject to the solicitation requirements (*i.e.*, committing to provide services for the term of the IDIQ contract). Supp. MOL at 14. We find DHS's interpretation unreasonable. As noted above, the RFP required offerors to submit commitment letters from the four named carriers, at a minimum, "and other local/regional wireless vendors, if applicable." RFP at 9. In this context, the first "minimum requirement" in the evaluation section pertained to whether the offeror submitted the letters from the four named carriers. *Id.* at 18.

Then, the RFP provided that the agency would assess whether "all of the commitment letters submitted" stated that the carrier would commit to working with the offeror for the term of the IDIQ contract. RFP at 18. The inclusion of the word "all" is significant, as the RFP did not limit the requirement to commit to providing services for the term of the IDIQ contract to the letters from the four named carriers. Instead, the requirement applied to *all* commitment letters submitted. In other words, reading the solicitation as the agency argues--to permit submission of a commitment letter without the actual commitment to providing services--would render the solicitation requirement meaningless. The Spok letter that WidePoint submitted did not meet the solicitation requirements, and WidePoint's proposal was therefore ineligible for award. AR, Tab 20a, WidePoint Commitment Letters at 23; RFP at 18.

As an alternative argument, DHS asserts: "GAO should find that the challenged letter of commitment was at most a minor defect that caused no prejudice to [TPGS]." Supp. MOL at 12. On this point, the agency states that "the letters of commitment played no role in the agency's award decision." *Id.* at 14.

DHS's arguments are unavailing. As noted above, the commitment letters were a phase one pass/fail requirement. RFP at 18. One of the awardee's letters did not satisfy the solicitation's minimum requirements, and WidePoint's proposal should have received a fail rating and been deemed ineligible for award. *Id.* Stated differently, but for the agency's unreasonable evaluation, WidePoint would not have had the opportunity to submit a phase two proposal, and WidePoint's proposal would not have been included in the award decision. The competitive prejudice is clear.⁷ See *Life Sci.*

⁷ In this regard, we disagree with the agency that our decision in *Thalle Construction Company, Inc.*, B-421345 *et al.*, Mar. 27, 2023, is analogous to this protest. In *Thalle*, the solicitation required offerors to submit commitment letters from proposed major subcontractors, the awardee was a joint venture, and one of the awardee's subcontractors addressed the letter to a member of the joint venture, instead of the joint venture itself. *Id.* at 10-11. We denied the protest because the purpose of the letter was to give the agency confidence that the offeror had subcontractors in place, and the agency reasonably found the misaddressed letter served that purpose. *Id.* at 11. We noted that to the extent that the misaddressed letter did not serve the intended purpose, (continued...)

Logistics, supra (sustaining protest where the awardee's facility availability letter did not comply with the material requirements of the solicitation). Accordingly, this protest ground is sustained.

WidePoint's Assumptions

We next address TPGS's argument that WidePoint's proposal was unacceptable because it took exception to a mandatory solicitation requirement as part of the evaluation of the management approach factor in phase two. 2nd Supp. Protest at 4-12; Supp. Comments at 4-9.

A proposal that takes exception to a solicitation's material terms and conditions should be considered unacceptable and may not form the basis for an award. *Decypher Techs. Ltd.*, B-405511.2, Nov. 18, 2011, at 6; *see also BillSmart Sols., LLC*, B-413272.4, B-413272.5, Oct. 23, 2017, at 13. Material terms of a solicitation include those which affect the price, quantity, quality, or delivery of the goods or services being provided. *Cybergenic Sys., LLC*, B-421213, Jan. 19, 2023, at 5. Even if a proposal contains an ambiguity as to whether the offeror will comply with a material requirement of the solicitation, the proposal is rendered unacceptable. *Id.* at 5-6. In determining the technical acceptability of a proposal, an agency may not accept at face value a promise to meet a material requirement, where there is significant countervailing evidence that was, or should have been, reasonably known to the agency that should create doubt whether the offeror will or can comply with that requirement. *See Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, at 4; *Vane Line Bunkering, Inc.*, B-417859, B-417859.2, Nov. 22, 2019, at 8; *Bahrain Telecomm. Co., B.S.C.*, B-407682.2, B-407682.3, Jan. 28, 2013, at 5-6.

Here, the solicitation established that the contractor was required to provide services in accordance with the SLAs in the SOW and included financial disincentives for failing to meet those requirements. SOW at 7, 23-25. As an example, the SOW included a logistics shipping turnaround time SLA, which provided that if the average time from when an order was received from the carrier until it is shipped to the customer exceeded three business days, there would be a three percent reduction in the core fee for the billing cycle. *Id.* at 23-24. As an additional example, the service desk call response time SLA established that if the average speed of answer exceeded 60 seconds, there would be a three percent reduction in the core fee for the billing cycle. *Id.* at 24. As noted above, during the Q&A process for the solicitation, a

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the record demonstrated that the agency would have assessed a weakness to the awardee's proposal, which would not have changed the relative merits of the offerors' proposals. *Id.* Here, in contrast, the purpose of the commitment letter was to confirm that the carrier would provide services to DHS for the term of the IDIQ contract--which the letter from Spok did not do--and the commitment letter was a pass/fail requirement. Under these circumstances, TPGS was competitively prejudiced.

potential offeror asked about modifying the SLAs, and the agency stated that the SLAs could not be changed. AR, Tab 16d, RFP Q&A at No. 15.

In the section of WidePoint's proposal labeled "price assumptions," WidePoint included two "Service Level and Volume Assumptions" as follows:

- a. *Logistics and Shipping Volumes*—WidePoint Core Service pricing is calculated to provide staffing for the logistics team to support monthly shipping volumes equal to [five percent] of a Task Order total inventory count. For example, if a Task Order has 15,000 units within inventory count, then the logistics team will be staffed to handle a shipping volume of 750 units per month. WidePoint assumes that if monthly shipping volumes exceed [five percent] of managed inventory count, then the applicable SLAs will be waived for that month unless the Component coordinates additional funding to support surge staffing.
- b. *Service Desk Volume (Monthly)*—WidePoint Core Service pricing is calculated to provide monthly staffing for the service desk to handle rate of contacts equal to 10 [percent] of a Task Order total inventory count. For example, if a Task Order has 15,000 units within inventory count, then the service desk will be staffed to handle a ticket volume of 1,500 tickets per month with an average anticipated volume of 75 tickets per work day (Monday – Friday 7:00 am – 6:00 pm [Eastern Time] ET). WidePoint assumes that if monthly call or ticket volumes exceed the 10 [percent] level of a task order, then the applicable SLAs will be waived for that month unless the Component has coordinated additional funding to support surge staffing prior to ticket volumes exceeding the contracted staffing levels. If individual daily service desk ticket volumes are excessive, WidePoint will provide the option to the component to exclude particular days from the monthly SLA calculations.

AR, Tab 37b, WidePoint Final Price Assumptions at 2.⁸ In other words, WidePoint's proposal plainly stated its assumptions that if the volume of work "exceed[ed]" certain quantities as determined by WidePoint, the required work would be "waived . . . unless" the agency provided "additional funding" to WidePoint. *Id.*

⁸ We note that during discussions, DHS asked WidePoint for more information about what WidePoint "assume[ed]" 'established thresholds' and 'projected levels' would be under [the contract]. AR, Tab 36, Discussion Letter to WidePoint at 3. In response, WidePoint stated that it had revised the assumptions "to provide clarity of WidePoint's intent for establishing thresholds and projected levels." AR, Tab 37, WidePoint Resp. to Discussion Letter at 1. The record suggests that WidePoint revised each assumption to add an example of how the thresholds imposed by the firm could be exceeded. *Compare* AR, Tab 21d, WidePoint Initial Price Assumptions at 2, *with* AR, Tab 37b, WidePoint Final Price Assumptions at 2.

The protester argues that “WidePoint’s conditioning was an exception that should have rendered the proposal unacceptable.” 2nd Supp. Protest at 11. TPGS contends that the awardee’s proposal “left the Government with only two options: accept poorer performance than the Solicitation required, or pay WidePoint more money.” *Id.* at 8. DHS defends the evaluation, asserting: “WidePoint did not refuse to accept the service level agreements, nor did it condition price or performance on conditions not authorized by the solicitation, nor did it purport to change the requirement. Rather, WidePoint’s statements indicate the underlying beliefs that formed the basis of its price proposal.”⁹ Supp. MOL at 7.

We find DHS’s arguments unpersuasive. Here, the SOW included SLAs concerning the quantity, quality, and delivery of the goods and services to be provided under the contract, and the SLAs included financial disincentives for failing to meet the target criteria. SOW at 23-25. The agency told potential offerors that the SLAs could not be changed. AR, Tab 16d, RFP Q&A at No. 15. In WidePoint’s assumptions, the firm stated that if the inventory count exceeded what WidePoint anticipated it to be, then DHS would either waive the SLAs or provide additional funding. AR, Tab 37b, WidePoint Final Price Assumptions at 2. While the solicitation allowed offerors to indicate pricing-related assumptions, RFP at 12-13, the record shows that WidePoint was not explaining the basis for its pricing; it was advising the agency that it would not be held to the mandatory SLAs.

In this regard, we find the facts presented here are similar to those presented in *Innovative Management, supra*. In *Innovative Management*, the solicitation required vendors to describe their approaches to meeting the procuring agency’s requirements, including SLAs concerning service desk call volumes. *Innovative Mgmt., supra* at 4. The awardee’s quotation included an assumption stating, in relevant part:

An increase of 10 [percent] or greater in call/email volume from the agreed staffing plan will trigger a request for a contract modification to fund surge staffing. If surge support is not granted, then [contractor] will make every effort to meet the SLAs as described in the SOW; however, [contractor] will not be held responsible for a missed SLA in this instance.

⁹ The agency also asserts that it reasonably accepted WidePoint’s assumptions “because the assumptions pertain to flexibilities in the service level agreements that were expressly contemplated by the solicitation.” Supp. MOL at 8-9. In this regard, the agency notes that the SOW “contemplated exceptions ‘[o]n a per case basis dependent on DHS approval.’” *Id.* at 10 (quoting SOW at 24-25). We reject the agency’s argument because WidePoint’s assumptions provide for unilateral, across-the-board exceptions to the SLAs whenever the inventory level exceeded a specified threshold created by WidePoint—not the case-by-case review and determination by the agency contemplated in the SOW.

Id. at 5. We sustained the protest, noting that the solicitation required the contractor to meet or exceed the SLAs, and it did not contemplate a situation where the contractor would be permitted to miss an SLA. *Id.* at 6-7. We found the assumption took exception to the requirement because the awardee said it would not be held responsible for missing an SLA, absent an increase in funding. *Id.* at 7.

The same reasoning applies here. WidePoint's assumptions provide that DHS will waive the SLAs unless additional funding is provided. AR, Tab 37b, WidePoint Final Price Assumptions at 2. Contrary to the agency's arguments otherwise, WidePoint was not explaining the "underlying beliefs used to prepare a price proposal." Supp. MOL at 6. Instead, WidePoint told the agency that the SLAs would not apply if the inventory count exceeded a threshold unilaterally established by WidePoint. As TPGS states, the awardee "capped the work it would perform at its proposed price before requiring either additional funding from the Agency or waiver of otherwise mandatory SLAs." 2nd Supp. Protest at 8.

In this context, we find WidePoint took exception to material requirements, and the agency should have found its proposal unacceptable and ineligible for award. Accordingly, we sustain this protest ground.

Conflict of Interest

As a final matter, we address TPGS's allegation that the agency failed to consider the appearance of impropriety and potential conflict of interest "arising from the unusually close relationship between WidePoint and DHS personnel." Comments at 13-17; Supp. Protest at 5-9. The protester contends that the procurement was tainted because the mobility program manager at TSA and three other DHS employees used to work for the awardee. Supp. Protest at 5-9.

The FAR requires contracting officials to address potential conflicts of interest that may arise in connection with individual personnel performing 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. 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.

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. 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; see also *Global Integrated Sec. (USA) Inc.*, B-408916.3 *et al.*, Dec. 18, 2014, at 14 (explaining 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).

TPGS asserts that there is a “revolving-door relationship between WidePoint and DHS’s mobility program office,” and the protester alleges that this relationship created an appearance of impropriety or conflict of interest. Supp. Protest at 1-2; Comments at 15-16. To support these allegations, the protester relies on a declaration from a former employee of WidePoint who left the company in February 2024, who we refer to as Mr. X. *Id.*; Supp. Protest, exh. 1, Decl. of Mr. X ¶ 4. Mr. X claims that he observed “an unusually close relationship between DHS and Wide[P]oint” that, in his view “created at least the appearance of favoritism toward WidePoint over other contractors.” Supp. Protest, exh. 1, Decl. of Mr. X ¶ 7. Mr. X states that he observed WidePoint personnel being hired to work at DHS components, and he claims that he observed the TSA mobility program manager overlooking deficiencies in WidePoint’s performance. *Id.* ¶¶ 9-13.

Here, the agency notes that two former WidePoint personnel were involved in the procurement, who we refer to as Mr. S. and Mr. W (the TSA mobility program manager).¹⁰ These individuals have not recently worked for the awardee, as Mr. S joined the Federal Air Marshal Service in 2020, and Mr. W joined TSA in 2016. AR, Tab 50, Statement from Mr. S; AR, Tab 51, Statement from Mr. W. They each submitted a statement affirming that they retain no financial ties to WidePoint, including stock, a retirement account, deferred compensation, or a pension benefit plan. AR, Tab 50, Statement from Mr. S; AR, Tab 51, Statement from Mr. W. In addition, they each stated that they have not sought, discussed, or received an employment offer from WidePoint, and they have not disclosed any confidential or source selection information to WidePoint. AR, Tab 50, Statement from Mr. S; AR, Tab 51, Statement from Mr. W. Furthermore, all of the members of the technical evaluation team (TET) received ethics training, and each member of the TET confirmed that they had no conflict of interest with respect to any of the offerors. MOL at 17; AR, Tab 9a, TET Confirmation Emails.

¹⁰ The two other former WidePoint personnel referenced in TPGS’s supplemental protest and Mr. X’s declaration were not involved with the procurement. See MOL at 16.

From this, the agency concluded that no conflict of interest or appearance of impropriety exists. MOL at 17-19; see *also* COS ¶ 10.

TPGS complains that the agency failed to “examine[] the broader WidePoint-to-DHS pipeline,” consider whether WidePoint personnel retained financial interests, or analyze whether safeguards were necessary. Comments at 15. We reject the protester’s argument. 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, TPGS has not presented any hard facts that demonstrate an appearance of impropriety or conflict of interest. The protester has not identified anything in the record demonstrating that the alleged relationship between WidePoint and DHS personnel that were formerly employed by WidePoint several years ago and that have retained no financial relationship with the firm resulted in favoritism towards the awardee in this procurement. In light of the absence of such information, we conclude that this allegation, based on nothing more than innuendo, does not provide the “hard facts” required under our standard.

In our view, 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. *AIX Tech, supra* at 12. We find no support for the protester’s allegation that the procurement was tainted by a conflict of interest, and we deny this protest ground.

RECOMMENDATION

For the reasons discussed above, we conclude that DHS’s evaluation of WidePoint’s proposal was unreasonable and should have resulted in finding it unacceptable and ineligible for award, because WidePoint submitted a non-compliant carrier commitment letter during phase one of the procurement, and WidePoint proposed assumptions that took exception to material requirements during phase two of the procurement. We recommend that, consistent with this decision and the terms of the solicitation, DHS reevaluate phase one and two proposals; reopen discussions, if appropriate; conduct and document a new best-value tradeoff analysis; and prepare a new source selection decision.¹¹ If a proposal from another offeror is selected, the agency should terminate WidePoint’s contract for the convenience of the government and award a new contract, if otherwise proper. We also recommend that the agency reimburse the protester’s reasonable costs associated with filing and pursuing the protest, including

¹¹ As noted above, TPGS challenges various aspects of the agency’s evaluation of the offerors’ phase two proposals, as well as the agency’s best-value tradeoff decision. Protest at 9-19; Supp. Protest at 9-11. Because we are recommending that the agency go back to the phase one evaluation and, subsequently, make a new award decision, we need not address those protest grounds.

attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester's certified claim for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained in part and denied in part.

Edda Emmanuelli Perez
General Counsel