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Decision

Matter of: Manhattan Telecommunications Corporation, LLC

File: B-423414; B-423414.2

Date: June 30, 2025

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DIGEST

Protester is not an interested party to challenge the issuance of a task order against a General Services Administration schedule contract when the protester does not hold a schedule contract for the commercial cloud services sought by the agency.

DECISION

Manhattan Telecommunications Corporation, LLC (MetTel), a small business of New York, New York, protests the actions of the Social Security Administration (SSA) in procuring telecommunications services, including toll-free telephone numbers. MetTel, a contractor currently providing telecommunication services to SSA, contends that SSA improperly issued a sole-source task order for such services without notice or justification in violation of the Federal Acquisition Regulation (FAR). MetTel also argues that the agency improperly terminated the task order under which the protester provides telecommunications services to SSA.

We dismiss the protest.

BACKGROUND

MetTel currently provides telecommunications services, including toll-free services, to SSA pursuant to task order No. 28321320FDX030010, issued under the General Services Administration (GSA) Enterprise Infrastructure Solutions (EIS) schedule

contract.¹ Agency Report (AR), Exh. 9, Grand SLLAM (SSA's Local and Long distance Access Management) Task Order at 1, 36.² The task order, issued on February 4, 2020, and referred to as the Grand SLLAM task order, was the result of SSA's consolidation of telephony services contract vehicles and locally purchased services into a single EIS task order. *Id.* at 36. The task order has a base period of 1-year and up to 12 option years; the most recent option year is set to end on February 3, 2026. *Id.* at 9-10.

As relevant to this protest, under the Grand SLLAM task order, SSA pays MetTel for the agency's actual use of toll-free services and is not required to obtain the services exclusively from MetTel. *Id.* at 17-35, 98-99; see *also* Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 6. On March 21, 2025, MetTel contacted the agency and noted that it had just been informed that "all Toll-Free services are moving away from MetTel and are moving to [Amazon Web Services (AWS)]." Protest exh. A, Emails Between Protester and Agency, Mar. 21-25, 2025 at 3 (quoting protester's request to meet with the agency to discuss service changes); see *also* Protest at 3-4. Although MetTel pressed SSA for more information about the change, none was forthcoming.

On March 25, MetTel filed a protest with our Office complaining that SSA had partially cancelled its contract to provide toll-free services and made a sole-source award to AWS without publicizing or justifying its decision. Protest at 4-6. During development of the protest, SSA advised that it is currently obtaining the required toll-free services through an existing blanket purchase agreement (BPA) for AWS cloud computing services with Four Points Technology LLC (Four Points). First Req. for Dismissal, Apr. 4, 2025 at 2. SSA explained that it established BPA No. 28321321A00040003 with Four Points on December 22, 2020, to provide the agency with access to "commercial cloud service providers (CSP) to support the development and delivery of business services to the public and SSA technicians," including AWS. See AR, Exh. 1, Four Points BPA at 1, 4-5; see *also* First Req. for Dismissal, Exh. 1, USASPENDING.gov Web Summary of Four Points BPA at 1-2, 4, 7. SSA established the BPA against Four Points's GSA schedule contract for, as relevant here, special item number 518210C, cloud and cloud-related IT professional services. AR, Exh. 4, Four Points GSA Schedule at 1, 4; see *also* Second Req. for Dismissal at 6-7; COS/MOL at 4. On August 1, 2024, the agency issued task order No. 28321324FA0010214 under the BPA to Four Points for "Contact Center as a Service (CCaaS), Amazon Web Services (AWS) Connect;" the task order has a one 1-year base period and a one 1-year option period. AR, Exh. 3, Four Points Task Order at 1-2.

¹ The EIS schedule contract is a multiple award, indefinite-delivery, indefinite-quantity (IDIQ) contract to provide agencies with "the next-generation of information technology (IT), telecommunications and infrastructure services." AR, Exhibit 10, GSA eLibrary EIS Summary at 1.

² Citations to the record use the Adobe PDF pagination of the documents produced.

According to AWS, Amazon Connect is an artificial intelligence-powered application built in the cloud to connect businesses with their customers.³ It provides contact center services to customers and users through various features using different communication methods, such as voice (phone), chat and text messaging, web calling/video, and email. AR, Exh. 8, AWS Amazon Connect Administrator Guide (Excerpts) at 3-5. As relevant to this protest, Amazon Connect has telephony capabilities that include providing local, long distance, and toll-free telephone numbers and service. See *id.* at 7-10. After learning that the agency had issued a task order for the Amazon Connect services to Four Points, MetTel filed a supplemental protest.

DISCUSSION

MetTel raises multiple arguments concerning SSA's acquisition of its required toll-free services. Initially, MetTel argues that the agency had partially cancelled its contract to provide toll-free service and made a sole-source award to AWS without publicizing or justifying its decision. Protest at 4-6. After the agency clarified that it had issued a task order to Four Points, not AWS, MetTel further argues that SSA improperly issued the task order to Four Points because the Amazon Connect services exceed the scope of Four Points's GSA schedule contract for cloud computing and Four Points is ineligible to provide toll-free services because it is not a registered provider in accordance with Federal Communications Commission (FCC) regulations. Supp. Protest at 4-5.

The agency requests that our Office dismiss all of MetTel's initial protest grounds, arguing that they are legally insufficient and involve matters of contract administration over which GAO does not exercise jurisdiction. First Req. for Dismissal at 4-7. SSA also argues that we should dismiss MetTel's supplemental protest on the basis that MetTel is not an interested party to challenge the task order issued to Four Points and that MetTel raises matters of contract administration. Second Req. for Dismissal at 3-4, 9-10; COS/MOL at 9-10. We dismiss the protest grounds as discussed below.⁴

Contract Administration

We first address MetTel's allegations that the SSA has improperly cancelled portions of its contract to provide telecommunications services, including toll-free services. Protest at 4-6. In its request for dismissal, the agency argues that MetTel's complaint about the reduction in MetTel's services is "a pure contract administration matter" over which GAO

³ Throughout the record the terms "AWS Connect" and "Amazon Connect" are used interchangeably when discussing the AWS product for a CCaaS, which is a virtual contact center. See AR, Exh. 7, AWS Amazon Connect Documentation Website at 1.

⁴ While we do not address every argument raised in this protest, we have reviewed each issue and do not find any basis to sustain the protest. The agency also raises additional grounds for dismissal of the protest. Because we agree with the agency that the protester is not an interested party to challenge Four Points's task order award, we need not resolve the alternative asserted bases for dismissal.

has no jurisdiction. First Req. for Dismissal at 7. We agree with the agency and dismiss these protest allegations on that basis.

Our Office considers bid protest challenges to the award or proposed award of contracts. 31 U.S.C. § 3552. We generally do not review matters of contract administration, which are within the discretion of the contracting agency and for review by a cognizant board of contract appeals or the U.S. Court of Federal Claims. 4 C.F.R. § 21.5(a); *AeroSage, LLC*, B-416429 *et al.*, July 25, 2018, 2018 CPD ¶ 252 at 4. As one of a few exceptions to this rule, we will, however, review the propriety of a contract termination where it flows from a defect that the contracting agency perceived in the award process. In such cases, we examine the award procedures that underlie the termination action for the limited purpose of determining whether the initial award was improper and, if so, whether the corrective action taken is proper. *American Material Handling, Inc.*, B-406739, Aug. 14, 2012, 2012 CPD ¶ 234 at 3; *see also Service Connected, Inc.*, B-416324, June 11, 2018, 2018 CPD ¶ 208 at 6 (delineating the limited situations where GAO reviews protest grounds challenging contract termination).

This exception is inapplicable here. The record shows that SSA pays for the toll-free services used under the Grand SLLAM task order contract with MetTel. AR, Exh. 9, Grand SLLAM Task Order at 17-35; 98-99; *see also* COS/MOL at 9-10. SSA is not obligated to use the contract with MetTel as the only means of obtaining the toll-free services it needs. Moreover, MetTel has not alleged SSA decreased its usage of toll-free services because of a perceived defect with the award of the initial Grand SLLAM task order to MetTel. Accordingly, any reduction of MetTel's toll-free services is a matter of contract administration and we dismiss this protest ground because it raises an issue GAO will not consider.

Insufficient Protest Allegations

Next, the protester argues that the agency improperly awarded a sole-source contract to AWS for toll-free services in violation of FAR parts 5 and 6, which require publication of contract actions and documented justification for a non-competitive award, respectively. Protest at 4-6. In response, SSA requests dismissal of the protest because MetTel is mistaken about the contract vehicle the agency is using to procure the toll-free services. In this connection, the agency advises that in August 2024, it issued a task order to Four Points, not AWS, for Amazon Connect, a cloud computing service, under an existing BPA established with Four Points for access to commercial cloud computing services. First Req. for Dismissal at 2, 4-6. The agency argues that MetTel's protest grounds do not state a valid basis for protest because they are based on an incorrect contract awardee and are therefore legally and factually insufficient. *Id.* at 4-6. We agree.

Our Bid Protest Regulations require a protester to include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). That is, a protest must include sufficient factual bases to establish a reasonable potential that the protester's allegations may have

merit. *Chags Health Info. Tech., LLC*, B-420940.3 *et al.*, Dec. 14, 2022, 2022 CPD ¶ 315 at 5. Where a protester's allegations are based on speculation, factual inaccuracies, or flawed legal assumptions, GAO will summarily dismiss the protest without requiring the agency to submit a report. 4 C.F.R. § 21.5; *Excelsior Ambulance Serv., Inc.*, B-421948, Sept. 27, 2023, 2023 CPD ¶ 220 at 3.

The record demonstrates that MetTel's protest was based on faulty facts and a flawed legal assumption. SSA established a BPA with Four Points in December 2020 for access to commercial cloud computing services. In August 2024, pursuant to the BPA, the agency issued a task order to Four Points for Amazon Connect, a CCaaS that includes providing toll-free services to the agency. SSA did not make a sole-source award to AWS for toll-free services. Because this protest ground is based on inaccurate factual assertions, we dismiss it as failing to state a valid basis for protest.

Interested Party

MetTel also challenges SSA's issuance of the task order to Four Points and asserts that the toll-free services are outside the scope of Four Points's GSA schedule contract. Specifically, MetTel argues that Four Points's GSA schedule contract allows it "to resell specific IT hardware and software licenses and services to the federal government," but that the specified items do not include the toll-free services that MetTel provides to SSA. Supp. Protest at 3-5. The protester also argues that SSA's contract with Four Points violates FCC regulations because operators of toll-free services are required to be registered with the FCC and Four Points is not. *Id.*

The agency requests dismissal of this protest ground, arguing that MetTel is not an interested party to challenge the task order issued to Four Points because MetTel is not "an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract." Second Req. for Dismissal at 3-4 (quoting the Competition in Contracting Act (CICA) of 1984, 31 U.S.C. § 3551(2)).

The agency contends that MetTel has not alleged it competed for the BPA established with Four Points in 2020 or that MetTel was even eligible to compete for the BPA. *Id.* at 3. In this connection, SSA contends that the protester would be ineligible for award if its protest were to be sustained because MetTel does not have a GSA schedule contract that includes access to AWS commercial cloud computing services, including Amazon Connect. *Id.* at 4. The agency contends that the protester cannot show that the agency's award of the task order to Four Points directly affects the protester's economic interest, and therefore, the protester is not an interested party. *Id.*

In response, the protester concedes that it did not participate in the BPA competition and that it does not have a GSA schedule contract for access to commercial cloud computing services. Comments at 12-13. MetTel nonetheless argues that it has an economic interest because SSA's use of MetTel's services has decreased as a result of the agency's task order award to Four Points. *Id.*

Under the bid protest provisions of CICA, only an “interested party” may protest a federal procurement. 31 U.S.C. § 3551(2); 4 C.F.R. § 21.0(a). That is, a protester must be an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a).

Determining whether a party is interested involves consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the party’s status in relation to the procurement. *Four Winds Servs., Inc.*, B-280714, Aug. 28, 1998, 98-2 CPD ¶ 57 at 2. A protester is not an interested party where it would not be eligible to receive a contract award were its protest to be sustained, including, for example, where it does not have a GSA schedule contract that includes the services sought by the agency. See *C3.ai*, B-421337, B-421337.2, Feb. 16, 2023, 2023 CPD ¶ 57 at 5; *FitNet Purchasing Alliance*, B-406075, Feb. 3, 2012, 2012 CPD ¶ 64 at 3.

On this record, we find that the protester has not shown, or even alleged, that it is a prospective offeror eligible to compete for a task order for the Amazon Connect services sought by the agency. We also find that MetTel’s economic interest in the procurement is too remote. In this connection, MetTel argues it has a direct economic interest in the procurement because the agency is using less of its services due to the Four Points task order. While the volume of services that the agency orders under its existing task order with MetTel may be impacted by SSA’s issuance of the task order to Four Points, this is not the kind of direct economic interest contemplated by our Bid Protest Regulations. See *Intellectix Corp.*, B-420552 *et al.*, May 27, 2022, 2022 CPD ¶ 135 at 6 (concluding protester’s economic interest is too remote for the firm to be considered an interested party to challenge the agency’s task order award when the protester does not hold the requisite schedule contract). MetTel has admitted it does not have a GSA schedule contract for cloud computing services (special item number 518210C) and it is incapable of providing SSA with the Amazon Connect services required so SSA is unable to issue a task order to MetTel for the requirement. Because MetTel would not be eligible for contract award even if its protest is sustained, we conclude that MetTel is not an interested party to pursue a protest of SSA’s issuance of a task order to Four Points. See, e.g., *RELM Wireless Corp.*, B-405358, Oct. 7, 2011, 2011 CPD ¶ 211 at 2 (a protester is not an interested party where it would not be in line for award if its protest were sustained).

This protest is dismissed.

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