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# Decision

**Matter of:** Geo Owl, LLC

**File:** B-420599

**Date:** June 13, 2022

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## DIGEST

1. Protest that agency failed to adequately investigate a potential conflict of interest arising from the awardee's alleged hiring of a former agency contracting official is denied where the protester fails to establish hard facts demonstrating that the official was ever employed by the awardee or otherwise involved in the preparation of its proposal, and the agency's investigation concluded that the official was employed by a different section of the procuring agency and had no involvement in the procurement at issue.
  2. Protest of agency's technical evaluation is denied where the evaluation was reasonable, even-handed, and consistent with the solicitation's evaluation criteria, and, even assuming that the agency committed any error, such error was not competitively prejudicial.
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## DECISION

Geo Owl, LLC, a small business of Wilmington, North Carolina, protests the issuance of a task order to Quiet Professionals, LLC (QP), a small business of Tampa, Florida, under request for task order proposals (RFTOP) No. SCS22001, issued by the Department of Defense, Special Operations Command (SOCOM), for socio-cultural analysis services. The protester contends the agency's evaluation of proposals was unreasonable and uneven, and that SOCOM failed to adequately consider an alleged conflict of interest that provided the awardee with an unfair competitive advantage.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on November 29, 2021, pursuant to the procedures in Federal Acquisition Regulation (FAR) subpart 16.5, as a small business set-aside, to firms holding special operations forces core support indefinite-delivery, indefinite-quantity (IDIQ) multiple-award task order contracts. Agency Report (AR), Tab 3, RFTOP Release Email at 1.<sup>1</sup> The RFTOP contemplated the issuance of a single task order, with labor-hour and cost-reimbursement contract line items, with a 3-month base period of performance and four, 1-year option periods. AR, Tab 4a, RFTOP at 1, 6. The solicitation sought subject matter experts to provide information and analysis related to socio-cultural, pattern, cyber, all-source intelligence, and information operation services to inform senior leaders, mission planners, and special operations forces. AR, Tab 4e, Statement of Work (SOW) at 1.

The solicitation provided for award on a best-value tradeoff basis, considering two factors: (1) management; and (2) price.<sup>2</sup> AR, Tab 4a, RFTOP at 8. Each offeror was to provide a proposal that addressed several sub-elements under the management factor, including transition plan, staffing approach, management of issues, and key personnel resumes. *Id.* at 3-4. The solicitation advised that under the management factor, SOCOM would evaluate each offeror's overall approach to manage and execute the task order and would assign an overall color/adjectival technical rating, with the following possible combinations: Blue/Outstanding; Purple/Good; Green/Acceptable; Yellow/Marginal; Red/Unacceptable. *Id.* at 7. Price would be evaluated for completeness and reasonableness, and an offeror's compensation plan (which was to be included as part of an offeror's price proposal) would be evaluated for realism. *Id.* at 8. The RFTOP stated that management was significantly more important than price. *Id.* at 9.

The agency received multiple proposals by the submission due date, including proposals from Geo Owl and QP. Contracting Officer's Statement (COS) at 9. The agency evaluated the proposals of Geo Owl and QP as follows:

	Geo Owl	Quiet Professionals
Management	Purple/Good	Blue/Outstanding
Price	\$34.09 Million	\$34.28 Million

AR, Tab 24, Source Selection Decision (SSD) at 7.

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<sup>1</sup> Our citations to the record correspond to the electronic document page numbers.

<sup>2</sup> The RFTOP also required offerors to submit administrative information the agency would use to determine responsibility. AR, Tab 4a, RFTOP at 8.

In concluding that QP represented the best value to SOCOM, the agency noted that QP's proposal received the highest rating under the management factor, based on four assigned strengths and no weaknesses. *Id.* at 1-3. Geo Owl received the second-highest adjectival rating, where SOCOM assigned two strengths and one weakness to the protester's proposal. AR, Tab 12, SSD at 9-10. The agency determined that although Geo Owl's proposal was approximately \$180,000 less than QP's proposal (a difference of approximately 0.5 percent), "the strengths and higher technical rating of [QP's] proposal are worth the additional amount" and that the "multiple strengths in [QP's] technical proposal outweigh the marginal increase in price." *Id.* at 32. The agency issued the task order to QP on or about March 1, 2022. COS at 13. Following a debriefing, Geo Owl filed the instant protest on March 15.<sup>3</sup>

## DISCUSSION

Geo Owl advances several challenges to the agency's evaluation of proposals and conduct of the procurement. First, the protester contends the agency failed to sufficiently consider and investigate a potential conflict of interest arising from QP's alleged hiring of a former agency official. Protest at 13-15; Comments at 8-10; Supp. Comments at 9-11. Next, the protester challenges the agency's evaluation of proposals under the management factor. Geo Owl argues the agency acted unreasonably and unevenly in its assignment of strengths. Protest at 10-11; Comments at 6-8; Supp. Comments at 7-9; 2nd. Supp. Comments at 3-9. Additionally, the protester alleges that SOCOM unreasonably assigned its proposal a weakness under the management factor for its proposed candidate recruitment strategy. Protest at 6-10; Comments at 2-5; Supp. Comments at 2-7. For the following reasons, we find no basis on which to sustain the protest.<sup>4</sup>

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<sup>3</sup> Because the value of the issued task order is over \$25 million, this procurement is within our jurisdiction to hear protests related to the issuance of orders under multiple-award IDIQ contracts awarded under the authority granted in Title 10 of the United States Code. 10 U.S.C. § 3406(f).

<sup>4</sup> Geo Owl raises other collateral allegations. Although our decision does not specifically address each argument, we have considered every argument presented and find that none provides a basis on which to sustain the protest. For example, the protester challenges the adequacy of the agency's best-value tradeoff decision, arguing that SOCOM did not properly evaluate and compare offerors' prices, and also that the agency failed to sufficiently document its best-value analysis. Protest at 12-13; Comments at 10-12; Supp. Comments at 12. However, our review of the underlying evaluation record confirms the reasonableness of the agency's price evaluation, which included a comparison of offered prices to each other and to the agency's independent government estimate. See AR, Tab 12, SSD at 11, 23; Supp. Contracting Officer's Statement and Memorandum of Law (Supp. COS/MOL) at 32-34. Similarly, the evaluation record demonstrates that the agency's tradeoff analysis considered the merits of both proposals and concluded that QP's proposal represented the best value to SOCOM. On this record, we have no basis to question the adequacy of the agency's

## Unfair Competitive Advantage

Geo Owl first contends that SOCOM failed to sufficiently investigate an alleged potential conflict of interest that could have provided QP with an unfair competitive advantage. Protest at 13-15; Comments at 8-10; Supp. Comments at 9-11. In its protest, Geo Owl included an unsworn declaration from the firm's chief executive officer (CEO), alleging that "through connections and conversations with others in industry[,] QP hired a former SOCOM contracting officer (Mr. X) to provide consulting services for the firm's proposal submitted for this requirement. Protest, exh. E at 46. Accordingly, the protester argues this relationship created at least the appearance of a conflict of interest that should have made QP ineligible for award. Protest at 13.

Where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be disqualified from a competition based upon the appearance of impropriety which is created by this situation, even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on facts and not on mere innuendo or suspicion. *Northrop Grumman Sys. Corp.*, B-412278.7, B-412278.8, Oct. 4, 2017, 2017 CPD ¶ 312 at 7. To resolve an allegation of unfair competitive advantage under these circumstances, we typically consider all relevant information, including whether the former government employee had access to competitively useful inside information, as well as whether the former government employee's activities with the firm were likely to have resulted in a disclosure of such information. *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, 2018 CPD ¶ 298 at 25. We review the reasonableness of a contracting officer's 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. *Id.* Geo Owl's unsupported allegations fall well short of this high standard.

The record demonstrates that in response to this allegation, first raised in the protest, the contracting officer conducted an investigation as to whether a potential conflict existed.<sup>5</sup> AR, Tab 18, Conflict Determinations and Findings at 1. The contracting officer's investigation determined that Mr. X was formerly employed by SOCOM, but in a separate contracting division that specializes in information technology procurements, and that "at no time" did he have access the contract files related to this procurement. *Id.* at 3-4. The contracting officer concluded that Mr. X's alleged employment with QP

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price evaluation, or to conclude the agency's best-value analysis was unreasonable or insufficiently documented.

<sup>5</sup> We have explained that an agency may reasonably investigate alleged conflicts of interest in response to a protest, and that the agency may provide information and analysis regarding the existence of a conflict at any time during the course of a protest. See, e.g., *Pioneer Corp. Servs., Inc.*, B-418678.5, Aug. 31, 2021, 2021 CPD ¶ 312 at 5 n.5.

would not represent a conflict because Mr. X was not privy to nonpublic information relevant to the instant procurement that would have provided QP with an unfair competitive advantage. *Id.* at 4.

Additionally, in its comments on the agency report, QP's CEO provided a sworn affidavit that stated that Mr. X was never employed by QP in any capacity, nor did Mr. X assist with the preparation of its proposal for this requirement. Specifically, QP's CEO in his sworn declaration attested to the following:

[Mr. X] has never been employed by [QP], acted as an outside consultant or contractor for [QP], or been compensated in any way by [QP].

[Mr. X] did not assist [QP] in any way with the preparation of its proposal in response to [RFTOP] No. SCS22001 which is the solicitation and award at issue in this protest.

I have never discussed [RFTOP] No. SCS22001 with [Mr. X] and to the best of my knowledge no one at [QP] has ever discussed it with him.

Intervenor Comments, exh. A at 11-12.

By contrast, Geo Owl does not allege any corroborated facts to support its arguments, or to rebut the representations to our Office that (1) Mr. X has never been employed by QP or was involved in the preparation of QP's proposal, or (2) Mr. X did not have access to non-public information related to the procurement at issue. While the protester asserts that the agency's investigation was insufficient, it offers no hard facts to support its allegations or to rebut the countervailing evidence. Most critically, the protester fails to provide evidence to rebut QP's sworn declaration that no employment, consulting, or other similar arrangement ever existed between QP and Mr. X. On this record, we find no basis to infer based on the protester's suspicion and innuendo that QP had a disqualifying conflict arising from a former government employee that was neither employed by, nor provided any assistance to QP in developing its proposal.

### Assignment of Strengths

The protester challenges the agency's evaluation of proposals under the management factor, contending the agency's assignment of strengths for the protester's and intervenor's proposals was unreasonable in two principal respects. First, Geo Owl argues the agency should have assigned its proposal with multiple strengths in several areas where its approach exceeded the solicitation's minimum requirements. Protest at 11; Comments at 6-8; Supp. Comments at 7-9. Second, the protester alleges disparate treatment, where QP received strengths for aspects of its management approach, which, Geo Owl argues, are materially indistinguishable from aspects included in the protester's proposal. Comments at 6-8; Supp. Comments at 7-9; 2nd. Supp. Comments at 3-9. The agency contends that its evaluation was reasonable,

even-handed, and consistent with the terms of the solicitation. Supp. COS/MOL at 19-26; 2nd. Supp. COS/MOL at 2-12.

As noted above, this task order competition was conducted pursuant to FAR subpart 16.5. The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 15; *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, 2016 CPD ¶ 286 at 6. Our Office will review evaluation challenges in task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Engility Corp.*, *supra*, at 15-16. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *Id.*

In Geo Owl's view, its proposal warranted the assignment of multiple additional strengths. An agency's judgment that the features identified in the proposal did not significantly exceed the requirements of the solicitation--and thus did not warrant the assessment of unique strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. As the following representative example demonstrates, we find no basis to object to the agency's evaluation of Geo Owl's proposal.

Offerors were required to describe their processes to meet Technical Expert Status Accreditation (TESA) requirements--which generally concern the approval of contractors to perform in Germany--and to explain their experience with that process. AR, Tab 4a, RFTOP at 4. The solicitation advised that the agency would evaluate an offeror's "methods to recruit, retain, hire, replace and train a capable workforce to ensure all requirements of the solicitation are met," and that a proposal "that demonstrates experience with the process by which employees are placed in Germany may be more favorably evaluated." *Id.* at 8. Geo Owl contends this aspect of its management approach warranted a strength because its proposal provided a description showing its processes and historical success when placing employees in Germany. Protest at 11; Comments at 6; see AR, Tab 10, Geo Owl's Proposal at 12-13.

In response, the agency argues Geo Owl's proposal merely met the solicitation's requirements for describing a process and experience in placing employees in Germany, and as such, the assignment of a strength was not warranted. COS at 1-2; Supp. COS/MOL at 26. SOCOM contends the protester essentially misreads the evaluation criteria; a strength would not automatically be applied where an offeror simply demonstrates experience in placing employees in Germany. *Id.* Instead, the agency's evaluators had discretion in the assignment of strengths, as an offeror demonstrating experience with the TESA process "may" be more favorably evaluated. AR, Tab 4a, RFTOP at 8.

The record reflects that the agency reasonably evaluated Geo Owl's approach for placing employees in Germany and, in its discretion, did not assign a strength for this aspect of the protester's management approach. While the protester disagrees with the agency's conclusion, the protester fails to demonstrate that the agency's failure to assign this strength regarding its processes and experience with placing employees in Germany was unreasonable or contrary to the terms of the solicitation.<sup>6</sup> *Protection Strategies, Inc., supra*. Accordingly, this allegation is without merit and is denied.

Geo Owl also contends the agency treated offerors unequally in the assignment of strengths. Comments at 6-8; Supp. Comments at 7-9; 2nd. Supp. Comments at 3-9. When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations. *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10; *Paragon Sys., Inc.*; *SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, 2014 CPD ¶ 169 at 8-9. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5 (citing *Office Design Group v. United States*, 951 F.3d 1366, 1372 (Fed. Cir. 2020)). Here, the record confirms that the agency's assignment of various strengths reasonably stem from differences in the proposals, rather than unequal treatment.

As a representative example, offerors were required to explain their transition plans, to include describing the method used to ensure qualified personnel are in place at the start of contract performance. AR, Tab 4a, RFTOP at 4; see also Tab 4e, SOW at 1. In turn, the solicitation advised the agency would "evaluate the adequacy of the proposed approach and methodology to transition from the current contract to the new contract[.]" to include "ensuring that fully qualified personnel are in place[.]" AR, Tab 4a, RFTOP at 8.

The agency assigned QP a strength for its proposed [DELETED] during the transition period, which would provide support "to assist transitioning employees with [human resource]-related issues, completing any company requirements, [ ] security paperwork, new hire travel, and other miscellaneous questions." AR, Tab 23, QP Proposal Vol 1.

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<sup>6</sup> We note that Geo Owl's discussion of its TESA process and experience was limited to a single flow chart of its proposed process, and a single paragraph addressing its relevant experience. In this regard, the protester stated that "[i]n total Team Geo Owl has coordinated [DELETED] TESA approvals." AR, Tab 10, Geo Owl Proposal at 12-13. In contrast, QP provided a chart outlining its process and approximately two accompanying pages of narrative discussing its specific experience and lessons learned over more than 15 years supporting Department of Defense and intelligence agencies. In this regard, the awardee explained that it has deployed [DELETED] employees throughout the European Command over the past five years. AR, Tab 23, QP Proposal, Vol. 1 at 9-12.

at 4. In particular, the agency determined that the [DELETED] would enable new hires to “hit the ground running” thereby minimizing disruptions or delay. AR, Tab 24, SSD at 1. Moreover, SOCOM concluded that because the contract would require contractor performance across multiple time zones, “having [DELETED] available to these locations facilitates customer requirements to ensure quick onboarding, will lessen the time needed to begin working on task and is of benefit to the Government.” *Id.* The agency found that QP’s focus on transitioning personnel provided benefits to the government responsive to the RFTOP’s instructions that the offeror describe how it would “integrate new hires,” “transition from the current contract to the new contract,” and “minimize interruptions or delays to work in progress that would impact the mission.” AR, Tab 4a, RFTOP at 3, 8; see also AR, Tab 24, SSD at 1.

Geo Owl avers that QP’s proposed [DELETED] “is nearly identical” to what the protester presented in its proposal, yet, the agency did not similarly award Geo Owl a strength. Comments at 6. In this regard, Geo Owl’s proposal stated that its [DELETED] could contact its program and deputy program manager, security, and CEO [DELETED] and that Geo Owl executives were available “[DELETED] via corporate chat, email, or phone.” AR, Tab 10, Geo Owl’s Proposal at 16; Comments at 6-7.

However, as explained by the agency, the two offered approaches were not the same. The agency found that QP’s proposed [DELETED] was available to new hires and provided a full range of human resource and related “on-boarding” support specific to the transition process, thereby minimizing potential issues impeding the timely on-boarding of employees and contract transition. 2nd. Supp. COS/MOL at 5-6. In contrast, the agency concluded that Geo Owl’s [DELETED] was not specific to potential on-boarding and transition issues and appeared to be limited to [DELETED]. *Id.* The agency determined that Geo Owl’s approach (unlike QP’s proposed [DELETED]) met, but did not exceed the solicitation’s requirements, and thus SOCOM did not assign a strength to the Geo Owl proposal for this technical aspect. Given the substantive differences in how their [DELETED] were proposed and presented, we find no reason to conclude that the agency’s judgments were unreasonable.<sup>7</sup> We therefore deny this protest ground.

As another example, Geo Owl alleges the agency unreasonably assigned QP a strength for demonstrating its “previous success in hiring/placing employees in comparable environments with similar backgrounds,” AR, Tab 4a, RFP at 3, while not similarly

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<sup>7</sup> To the extent that Geo Owl’s protest submissions attempt to provide additional context or explanation for its approach as being targeted to on-boarding and transition issues, we find such arguments provide no basis on which to object to the agency’s contemporaneous evaluation of the protester’s proposal as submitted. In this regard, it is an offeror’s responsibility to submit a well-written proposal with adequately detailed information that allows for a meaningful review by the procuring agency. See *Patriot Def. Grp., LLC*, B-418720.3, Aug. 5, 2020, 2020 CPD ¶ 265 at 9 (denying protest based on clarifying information first raised in a protest, as an agency is not responsible for evaluating information that is not included in the quotation or proposal).



assigning Geo Owl a strength for its demonstrated experience. In this regard, the protester alleges that both offerors identified similar charts showing their historical incumbent retention rates on past contracts. *Compare* AR, Tab 10, Geo Owl Proposal at 10 *with* Tab 24, QP Proposal Vol. 1 at 1. We find, however, that the proposals included materially different levels of information supporting the different evaluation results.

Specifically, QP's proposal included a second chart that addressed additional experience examples that demonstrated its experience placing employees in similar environments with comparable backgrounds. Tab 24, QP Proposal Vol. 1 at 5-6. For these references, the awardee provided information demonstrating the specific relevance of those efforts to the instant RFTOP's requirements. *Id.* In contrast, the protester did not provide additional substantiating information of the same nature in its proposal. Moreover, the awardee provided additional information about its dedicated transition team for the resulting task order, and addressed the transition team leader's specific relevant experience on a recent contract transition for SOCOM. *Id.* at 1. The protester's proposal does not include--or clearly describe--a similar approach. These additional, unique features of the awardee's proposal were important aspects of the evaluated strength. See AR, Tab 24, SSD at 2 ("The Offeror provided verifiable information that demonstrates its ability to maximize retention rates. Additionally, the use of a dedicated transition team will enable the Offeror to minimize workforce turbulence, and thereby reducing risk of operational requirements gaps."). Thus, the record demonstrates material differences in the proposals that support the different evaluation results.

#### Geo Owl's Assigned Weakness

The protester's remaining allegation challenges the reasonableness of SOCOM's assignment of a weakness to Geo Owl's proposal concerning the firm's proposed recruitment from a military labor pool that included geospatial analysts, which the agency found was not directly relevant to this procurement's requirements.<sup>8</sup> Protest

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<sup>8</sup> The protester also alleges that the weakness of its proposed recruitment of personnel from the specific discipline cannot be reconciled with the strength awarded to the awardee's proposal to provide contract personnel with training in the same discipline. 2nd. Supp. Comments at 8-9. We disagree. The agency explains that support for geospatial analysis is tangential to the RFTOP's scope. See Supp. COS/MOL at 7 (explaining the limited support that will be provided to geospatial analysts not working under the resulting task order). Apart from whether the agency's assessment of a weakness for Geo Owl's recruitment of geospatial analysts was reasonable, we find nothing inconsistent or unreasonable in the agency awarding a strength to QP for its proposed approach to provide geospatial-related training to its analysts performing work within the scope of the resulting task order. See AR, Tab 24, SSD at 22-23. In this regard, the proposed provision of additional training and ensuring personnel remain current with evolving technology is a distinct benefit to the government that is separate

at 7-10; Comments at 2-5; Supp. Comments at 2-7. However, we do not reach the merits of this argument because there is no reasonable possibility the protester was competitively prejudiced by the agency's evaluation, in this regard. Competitive prejudice is an essential element of any viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably were improper. *Interfor US, Inc.*, B-410622, Dec. 30, 2014, 2015 CPD ¶ 19 at 7.

Even if Geo Owl can demonstrate the agency assigned this weakness in error, it is not apparent SOCOM's best-value determination would change. The solicitation expressly provides that the management factor "is significantly more important" than price. AR, Tab 4a, RFTOP at 9. Moreover, the agency's best-value tradeoff analysis states that "[t]he multiple strengths in [QP's] technical proposal outweigh the marginal increase in price" as compared to Geo Owl's proposal. AR, Tab 12, SSD 32. In this respect, a mere 0.5 percent price difference separates the two proposals.

Thus, even if this assigned weakness was removed, QP's proposal, nonetheless, was assigned two additional strengths as compared to the protester's proposal. *Compare* AR, Tab 12, SSD at 9-10 *with* AR, Tab 24, SSD at 1-3. Accordingly, the record before us does not demonstrate that, but for the agency's actions, the protester would have had a reasonable chance of receiving the award. *Electrosoft Servs., Inc.*, B-413661, B-413661.2, Dec. 8, 2016, 2017 CPD ¶ 7 at 5; *Savantage Financial Servs.*, B-411647, B-411647.2, Sept. 17, 2015, 2015 CPD ¶ 286 at 4 n.1. As a result, this protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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from the question of whether an offeror is proposing a reasonable approach to staff work within the scope of the resulting task order.