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## Decision

**Matter of:** Booz Allen Hamilton, Inc.--Reconsideration

**File:** B-419617.4

**Date:** August 25, 2022

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Kristen Ittig, Esq., Mark Colley, Esq., Thomas Pettit, Esq., and Aime J. Joo, Esq., Arnold & Porter Kaye Scholer LLP, for Booz Allen Hamilton, Inc.

Daniel Forman, Esq., Zachary Schroeder, Esq., James Peyster, Esq., and William O'Reilly, Crowell & Moring LLP, for Serco, Inc.

Candace M. Shields, Esq., and Ryan M. Banach, Esq., Department of the Navy, for the agency.

Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Reconsideration of prior decision is denied where the requester does not show that our prior decision contains errors of fact or law and any alleged errors in the decision were not material to, and would not provide a basis to change, the outcome.

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### DECISION

Booz Allen Hamilton, Inc. (BAH), of McLean, Virginia, requests reconsideration of our decision in *Serco, Inc.*, B-419617.2, B-419617.3, Dec. 6, 2021, 2021 CPD ¶ 382. In that decision GAO sustained Serco's protest against the issuance of a task order to BAH for professional support services for the Deputy Commander for Surface Warfare (SEA 21) under request for proposals (RFP) No. N0016419R3504.<sup>1</sup> BAH asserts that our decision is tainted by errors of fact and law.

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<sup>1</sup> SEA 21 "is a matrixed organization of [four] program offices that manage the lifecycle maintenance and modernization of all non-nuclear U.S. Navy surface ships." Agency Report (AR) Tab 1, RFP at 6. These organizations require program management, technical, and business/financial support, and the contractor is required to "work closely with program personnel," engaging in "[f]requent coordination" with, and reporting to, "the respective Program Offices." Contracting Officer's Statement and Memorandum of Law (COS/MOL), Sept. 27, 2021, at 2.

We deny the request for reconsideration.

## BACKGROUND

The solicitation was issued on July 29, 2019. Under the task order, the contractor is required to provide support for four program offices, including, as relevant to this request for reconsideration, surface-ship in-service readiness (PMS 443), and surface training systems (PMS 339). Serco was the incumbent contractor performing the previously issued task order.

Following the submission and evaluation of proposals, and a best-value tradeoff determination, the task order was issued to BAH. On February 3, 2021, Serco filed a protest with our Office challenging the award to BAH. Serco argued, among other things, that BAH had an improper competitive advantage that resulted from the employment by BAH's teaming partners of two recently-retired Navy captains, Mr. Smith and Mr. Jones, who had been program managers for two of the program offices supported by this task order.<sup>2</sup> Mr. Smith was the program manager for the training systems program office (PMS 339) from August 2014 through June 2017; Mr. Jones was the program manager for the surface-ship in-service readiness program office (PMS 443) from June 2015 to May 2018. Serco alleged that these two individuals improperly provided material assistance and an unfair competitive advantage to BAH in preparing its proposal by giving BAH access to non-public competitively useful information. We dismissed Serco's protest when the Navy took corrective action so that the contracting officer could investigate this allegation. *Serco, Inc.*, B-419617, Mar. 29, 2021 (unpublished decision).

The contracting officer subsequently conducted an investigation into whether Smith and Jones had access to non-public, competitively useful information that resulted in an unfair competitive advantage for BAH. As part of this investigation, the contracting officer also considered whether BAH obtained a competitive advantage from its contact with other Navy personnel. The contracting officer concluded that BAH did not obtain a competitive advantage and affirmed the award to BAH. Serco filed a second protest with our Office, asserting that the agency failed to reasonably consider the competitive advantage obtained by BAH through its access to, and use of, non-public, competitively useful information obtained from the employment of Smith and Jones, and from meetings BAH held with a contracting officer's representative prior to the release of the solicitation.

We sustained that protest, which is the subject of BAH's request for reconsideration. Our decision agreed with Serco that BAH had an unfair competitive advantage which resulted from the employment by BAH's teaming partner of the two recently retired Navy

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<sup>2</sup> As GAO does not generally disclose the names of specific individuals, throughout this decision, as we did in the prior decision that is the subject of BAH's request for reconsideration, we use the pseudonyms "Smith" and "Jones" to refer to the program managers for PMS 339 and PMS 443, respectively.

captains. We also found that BAH had an unfair competitive advantage because it had received information concerning the independent government cost estimate (IGCE) in meetings with the Navy's contracting officer's representative.

Our decision noted that Federal Acquisition Regulation (FAR) subparts 9.5 and 3.1 prohibit conflicts of interest in the government's procurements, and direct agencies to "avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships."<sup>3</sup> FAR 3.101-1; see *VSE Corp.*, B-404833.4, Nov. 21, 2011, 2011 CPD ¶ 268 at 7. In this context, where it can be demonstrated that a former government official had access to competitively useful information, the awardee will be found to have benefited from that information if the former government official participated in the proposal preparation effort. See, e.g., *Dell Services Federal Government, Inc.*, B-414461.3 *et al.*, June 19, 2018, 2018 CPD ¶ 213 at 6-7; *International Resources Group.*, B-409346.2 *et al.*, Dec. 11, 2014, 2014 CPD ¶ 369 at 9-10. That is, where an offeror chooses to hire a former government official who has had recent access to competitively useful information, and uses that official to help prepare the offeror's proposal, the proposal may be properly disqualified based on the appearance of an unfair competitive advantage. *Health Net Federal Services, LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 at 28; see *NKF Engineering, Inc. v. U.S.*, 805 F.2d 372 (Fed. Cir. 1986).

The parties did not dispute that Jones and Smith assisted in the preparation of BAH's proposal. The parties disagreed, however, as to whether the two former program managers had access to non-public, competitively useful information. Serco argued that as program managers for PMS 443 and PMS 339, Jones and Smith had unlimited access to Serco's proprietary information including the burdened and unburdened labor rates, names, positions, and number of hours worked, for each employee who had performed under the prior task order. Serco further argued that Jones and Smith had access to detailed information regarding Serco's past performance and its technical approach to performing the various task order requirements through monthly reports, discussions that occurred during the program managers' weekly meetings, and the program managers' access to contractor performance assessment reporting system reports. Serco also asserted that BAH sought and obtained information regarding the agency's undisclosed IGCE from the contracting officer's representative assigned to the task order.

The contracting officer's investigation concluded that neither the program managers, nor other Navy personnel, including the contracting officer's representative, provided BAH with a competitive advantage. AR, Tab 20, Contracting Officer Memo of Investigation

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<sup>3</sup> Our Office has recognized that the standard for evaluating whether a firm has an unfair competitive advantage under FAR subpart 3.1 stemming from its hiring of a former government employee is virtually indistinguishable from the standard for evaluating whether a firm has an unfair competitive advantage arising from its unequal access to information as a result of an organizational conflict of interest under FAR subpart 9.5. *Health Net Federal Services, LLC, supra* at 28 n.15.

at 4. The contracting officer found that while Smith and Jones may have had access to Serco's rate information, the information was not competitively useful because the solicitation set forth the labor categories and hours that offerors had to propose, BAH based its proposed rates on current employee rates or public rate information, and Smith and Jones did not participate in the preparation of BAH's cost proposal.

The contracting officer also concluded that Jones's and Smith's access to Serco's detailed performance information did not provide a competitive advantage because they delegated many of their program manager responsibilities to their respective deputies; did not recall information regarding Serco's prior performance; and did not take documents with them upon leaving government service. The contracting officer also considered that they did not discuss with BAH or its partners information regarding Serco; did not directly participate in recruiting for BAH; and did not provide cost/price information to BAH during its proposal preparation efforts. Based on the contracting officer's conclusions, the agency maintained that "neither Mr. Jones's nor Mr. Smith's access to Serco's cost information . . . created an unfair competitive advantage, because the information . . . was not competitively useful."<sup>4</sup> COS/MOL, Sept. 27, 2021, at 21.

The contracting officer also determined that the contracting officer representative's disclosure of information to BAH regarding the IGCE did not provide BAH with non-public competitively useful information because the estimate could be "reverse engineered" from publicly available information. According to the contracting officer, the information provided to BAH was therefore public information.

We sustained Serco's protest, finding that the program managers assisted BAH in its proposal preparation, the program managers had access to non-public competitively useful information, and a contracting officer's representative provided BAH with information regarding the IGCE. As a result, we rejected the agency's conclusion that BAH did not obtain an unfair competitive advantage in preparing its proposal.

We found that it was clear that Jones and Smith had virtually unlimited access to Serco's detailed cost information regarding prior costs (including burdened and unburdened labor rates), staffing, technical approach, and past performance. We rejected the agency's assertions that the information to which Jones and Smith had access, specifically, Serco's labor rates and the IGCE information, did not constitute non-public, competitively useful information. We also found that neither BAH nor its

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<sup>4</sup> The contracting officer additionally concluded that Jones's and Smith's access to information regarding Serco's past performance and technical approach to performing the various task order requirements was not competitively useful and, therefore, did not provide an unfair competitive advantage. In reaching this conclusion, the agency, considered that: they recalled very little regarding Serco's contract or performance; they delegated much of their responsibilities to their respective deputies; and Serco's performance was never discussed during weekly meetings.

subcontractor placed any limitations on the scope of information that Jones and Smith provided to BAH for preparation of its proposal.

Additionally, we concluded that the contracting officer heavily relied on the representations made by Smith and Jones regarding the limited nature of their prior activities to conclude that there was no evidence BAH obtained access to non-public competitively useful information. We found the contracting officer's conclusion unreasonable because the assertions of Smith and Jones were inconsistent with documentary evidence in the record. Specifically, Jones asserted that he did not see information about Serco's labor rates and did not review resumes for or approve Serco personnel. However, there was a November 2, 2017 email in the record, from the contracting officer's representative to Jones, requesting that Jones concur with Serco's proposal to hire a specific individual at a specified labor rate.

Jones also asserted that he was not involved in oversight of Serco and recalled very little regarding Serco's contract or performance. The record, however, showed that in providing input for BAH's proposal, Jones advised BAH's proposal preparation team about particular aspects of Serco's incumbent contract performance. Specifically, Jones represented that Serco did not provide consistent delivery, asserted that vacant positions are an issue, and represented that Serco "doesn't do cyber well." In addition, Jones was able to provide specific examples of how BAH's proposal could be more responsive to task order requirements.

For his part, Smith asserted that he had very limited knowledge regarding Serco's staffing rates or costs, but the record contained an email in which Smith acknowledged that, as a program manager, he would review the total cost of proposals to hire contractor personnel, and provide feedback to the contracting officer's representative prior to accepting them.<sup>5</sup> Because of these inconsistencies between Smith's and Jones's statements regarding their involvement with and knowledge of Serco's work on the incumbent contract and certain documents in the record, we found that the contracting officer's conclusion that there was no evidence that BAH obtained access to non-public, competitively useful information was not reasonably supported by the record. On December 13, 2021, BAH timely filed its request for reconsideration of our decision.

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<sup>5</sup> The contracting officer also concluded that any information Smith learned about Serco's total costs to hire contractor personnel, and the information in the November 2, 2017 email to Jones regarding hiring one staff person was not competitively useful because it was learned two years before the solicitation was issued, and was therefore stale. We did not address this allegation in our decision. Since we conclude that other information the program managers had was competitively useful, even if for the sake of discussion, we now agreed that this particular information was stale, it would not change the outcome of our decision.

## DISCUSSION

BAH argues that the underlying decision should be reversed because it contains a number of errors of law and fact. Under our Bid Protest Regulations, to obtain reconsideration the requesting party must set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a). We have considered all of BAH's arguments and alleged errors and we do not find any basis to reverse or modify our conclusion.<sup>6</sup>

### Legal Standard

BAH asserts that in sustaining Serco's protest GAO applied the incorrect legal standard.<sup>7</sup> BAH argues that the legal standard utilized in our decision fails to give the required deference to the contracting officer's determination concerning whether a conflict of interest creates an unfair competitive advantage. According to BAH, GAO decisions (and the precedent of the U.S. Court of Appeals for the Federal Circuit) recognizes that the contracting officer has the responsibility to assess whether an unfair competitive advantage exists that should disqualify an offeror, and that the contracting officer's decision with respect to this issue can be rejected only after proper deference is applied.

BAH thus contends that the "focus of GAO's review is whether a contracting officer has meaningfully considered the facts surrounding OCI allegations."<sup>8</sup> Req. for Recon. at 25. BAH asserts that our decision "deviates from this standard by unreasonably dismissing the Contracting Officer's investigation and substituting GAO's judgments for those of the Contracting Officer." *Id.* at 26. According to BAH, the presumption of an unfair competitive advantage applies only where the agency did not meaningfully investigate

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<sup>6</sup> While we have considered all of BAH's arguments we do not address each of them in our decision.

<sup>7</sup> BAH also argues that our decision was based on an error of law because there was no evidence to show that Jones and Smith actually transmitted any competitively useful information. However, as stated above, our consideration turns on whether the former government employee had access to non-public, competitively useful information and participated in the preparation of the proposal, not whether the record reflects that the employee further disseminated that information to other individuals employed by the offeror. See *Health Net Federal Services, LLC, supra* at 28.

<sup>8</sup> To support its position BAH cites the following cases: *Turner Const. Co., Inc. v. U.S.*, 645 F.3d 1377, 1384-85 (Fed. Cir. 2011); *Strategic Management Solutions, LLC*, B-416598.3, B-416598.4, Dec. 17, 2019, 2019 ; *Sigmatech, Inc.*, B-415028.3, *et al.*, Sept. 11, 2018, 2018 CPD ¶ 336; *DV United, LLC*, B-411620, B-411620.2, Sept. 16, 2015, 2015 CPD ¶ 300; *Portage, Inc.*, B-410702, B-410702.4, Jan. 26, 2015, 2015 CPD ¶ 66.

the matter. However, BAH acknowledges, as it must, that GAO can reject a contracting officer's conclusion if there is clear evidence that the conclusion is unreasonable.

We acknowledge that the identification of an unfair competitive advantage is a fact-specific inquiry that requires the exercise of considerable discretion. See *Systems Made Simple, Inc.*, B-412948.2, July 20, 2016, 2016 CPD ¶ 207 at 7; see *Axiom Res. Mgmt., Inc. v. United States*, 564 F.3d 1374, 1382 (Fed. Cir. 2009). However, we will review the reasonableness of an agency's investigation and where the contracting officer has given meaningful consideration to whether an offeror obtained a competitive advantage, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. See *Systems Made Simple, Inc.*, *supra*.

Under this standard, there is no requirement for deference to a contracting officer's decision solely because the contracting officer has considered the facts surrounding the allegations of unfair competitive disadvantage, as BAH seems to contend. Rather, in reviewing the contracting officer's analysis and conclusion, we will look at the reasonableness of the underlying basis for the conclusion, including whether certain information is competitively useful and whether the agency's conclusions are supported by the record. See, e.g., *AT&T Government Solutions, Inc.*, B-413012, B-413012.2, July 28, 2016, 2016 CPD ¶ 237 at 11 (review of contracting officer's conclusion that access to proprietary information would only be manifested by comparison to incumbent proposal).

As described below, although the contracting officer investigated and considered the conflict of interest, we found the conclusion that BAH did not receive an unfair competitive advantage to be unreasonable because it was contradicted by certain facts in the record, *i.e.*, there was clear evidence that the conclusion was unreasonable. BAH asserts that this conclusion disregarded the appropriate legal standard because it did not "defer[] to reasonable Contracting Officer's judgments that were based on a meaningful consideration of the facts." Req. for Recon at 26. In our view, BAH's arguments represent its disagreement with our decision that the record contained clear evidence of the unreasonableness of the contracting officer's conclusion. This disagreement does not demonstrate that GAO applied the wrong legal standard; instead, there is a disagreement about the application of the legal standard to the facts. Accordingly, we find that BAH has not shown that we applied the wrong legal standard in our decision and this argument provides no basis to reverse or modify our decision.

### Factual and Legal Error

BAH argues that our decision is based on several interrelated factual and legal errors. In our decision, we stated that it was clear from the record that Jones and Smith had virtually unlimited access to Serco's detailed information regarding Serco's prior costs (including burdened and unburdened labor rates), staffing, technical approach, and past performance. We also found that BAH was provided information concerning the IGCE by the government. We rejected the contracting officer's conclusion that the IGCE information and the information that Jones and Smith had access to, specifically labor

rates, did not constitute non-public, competitively useful information. We address BAH's arguments below.

### Jones's and Smith's Access to Serco's Prior Cost Information

According to BAH, the decision is factually wrong because there is a dispute in the record as to whether Jones and Smith received monthly cost reports that contained Serco's burdened and unburdened labor rates. BAH asserts that in any case, the monthly cost reports contained only burdened rates, not unburdened rates, and that burdened rates are not competitively useful because they reflect a labor rate that includes all of the indirect cost markups that Serco added to the employee's underlying labor rate. BAH also points to statements in the record from agency personnel that the program managers--such as Jones and Smith--and deputy program managers did not receive financial reports. In addition, BAH notes that the program managers are not on the recipient list for emails transmitting the financial reports. Finally, BAH notes that the contracting officer concluded that the program managers only "may" have had access to the reports.<sup>9</sup>

BAH has not demonstrated that our decision was based on a material error of fact. The record indicated the possibility that Jones and Smith were not directly provided the cost reports, and possibly did not access them. However, the record also included a statement from the contracting officer's representative that the program managers had access to specific and generic cost reports, which included both burdened and unburdened rates, and that this information would be useful to a competitor. See AR, Tab 20, encl. 28, Interview of COR at 1.

In his investigation, the contracting officer did not rule out the possibility that Jones and Smith had access to the cost reports. Instead, the contracting officer found that BAH did not have an unfair competitive advantage because he concluded that this information was not competitively useful, regardless of whether Jones or Smith had access to the information. As explained below, we found this conclusion to be unreasonable and not supported by the record. Thus, even assuming BAH's contention that our Office ignored a dispute about whether Jones and Smith had access to certain information, the contention does not identify an error of material fact that would warrant reversing our decision.

Similarly, BAH argues that our decision applied an incorrect legal standard because even if the program managers had access to Serco's cost information, GAO failed to afford the required deference to the contracting officer's determination that the information was not competitively useful. Specifically, the contracting officer concluded

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<sup>9</sup> BAH also argues that since Serco did not mark the reports as proprietary they are considered public information. Since BAH did not raise this argument while the protest was being considered, BAH cannot now use this argument as a basis for us to reconsider our decision. See *JEQ & Co., LLC--Reconsideration*, B-415338.8, May 9, 2019, 2019 CPD ¶ 175.

that information about individual labor rates was not competitively useful because (1) the solicitation specified the labor categories, hours, localities, and qualifications; (2) BAH's rates were based on current employee rates or public rate data; and (3) the contracting officer found no evidence that Smith and Jones participated in preparing BAH's cost proposal. Our decision rejected the contracting officer's conclusion as not reasonable for the reasons outlined below.

We did not find reasonable the contracting officer's conclusion that because the solicitation specified the labor categories, and BAH relied on current employee rates and public wage data in preparing its proposal, this rendered any access to Serco's wage data not competitively useful. As we noted in the decision, the solicitation afforded offerors the flexibility to deviate from the solicitation's recommended labor mix allocations. *Serco, Inc., supra* at 11 (noting the agency's argument that the solicitation provided *recommended* and minimum levels of labor hours, as well as *desired* qualifications of proposed personnel). In this context, given the flexibility afforded by the solicitation, knowledge of Serco's rate information still could have been useful to BAH. See *AT&T Government Solutions, Inc., supra* at 12 (non-incumbent contractor could have made use of incumbent contractor's proprietary information without necessarily mirroring specific incumbent staffing levels). Moreover, even if BAH's wages were developed based on current employee rates and public information, knowledge of Serco's--a direct competitor's--rates could be competitively useful by providing a benchmark against which BAH could more accurately assess Serco's potential costs, thereby enabling BAH to potentially be in a better position to decide whether it needed to make adjustments to the labor mix of the individuals it proposed.<sup>10</sup> Accordingly, we find that our decision did not contain a legal error with respect to this issue that warrants revising or modifying our conclusion.

#### BAH's Receipt of Information Regarding the IGCE

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<sup>10</sup> BAH also alleges that our decision inaccurately and unfairly stated that "neither BAH or its teammates imposed any limitations on the input [Jones and Smith] provided," claiming that the record showed that BAH's cost proposal team was firewalled from any input from these two individuals. Req. for Recon. at 21. This statement in our decision referenced BAH's broad requests for information from Jones and Smith, and our decision identified a number of examples of the kind of wide-reaching information Jones and Smith provided. *Serco, Inc., supra* at 13, 14 n.38. The contracting officer's analysis of the unfair competitive advantage did not discuss a firewall, but instead concluded that there was no evidence that Jones and Smith provided "direct input into BAH's cost proposal." AR, Tab 20, Contracting Officer Memo of Investigation at 28. This conclusion does not identify any actual limitations that BAH placed on the input Jones and Smith could provide, nor does it demonstrate that either individual was prohibited from discussing costs with the cost team or with others who had access to the cost team. Therefore, BAH has not shown to be inaccurate or unfair the statement in our decision that BAH and its teammates did not impose any limitations on the information Jones and Smith could provide.

BAH also argues that our decision was factually inaccurate in so far as it stated that BAH was provided with information about the IGCE in a meeting with the contracting officer's representative. According to BAH, it was not provided with the IGCE, and could not have been, because the IGCE had not been developed at the time representatives of BAH met with the contracting officer's representative. Instead, according to BAH, it was provided with an estimate in general terms of the cost of the next award based on an estimate of the rate at which funds were being spent on the incumbent contract.<sup>11</sup>

We find that BAH's contention that our decision was factually inaccurate in discussing this issue is misplaced. In this regard, our decision found that BAH was provided with information about the development of the IGCE, not the IGCE itself. That is, the contracting officer's representative informed the contracting officer that BAH was provided with information concerning the IGCE that was being developed. Specifically, BAH was informed that; "[t]he value of the next award will increase to \$400M[illion]"; and "[t]here will be a 20% surge CLIN [contract line item number]" of "\$80M[illion]." AR, Tab 20, encl. 28, Interview of COR at 3-5; AR, Tab 20, encl. 28, Notes of April 4, 2018 meeting at 1-2. The agency ultimately established an IGCE of \$443 million. The information BAH obtained therefore provided it with an accurate picture of what the agency expected the procurement to cost, and at the very least a benchmark against which to measure the total cost of its proposal.<sup>12</sup> We do not find that BAH has identified a factual error with respect to the discussion about the IGCE information, and therefore have no reason to reverse our decision on this basis.

#### Reliance on Jones's and Smith's Statements

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<sup>11</sup> BAH asserts that our decision erroneously stated that Jones and Smith had access to the IGCE. Our decision states that "We reject the agency's various assertions that the information to which Jones and Smith had access . . . including . . . the IGCE information, did not constitute non-public, competitively useful information." *Serco, Inc., supra*, at 13. However, this does not state that BAH received the actual IGCE and is consistent with our explanation that BAH received information regarding Serco's costs on the incumbent task order and the anticipated costs of the next award, *i.e.*, information about the IGCE for the next award.

<sup>12</sup> As noted above, the contracting officer concluded that the information concerning the IGCE was publicly available because the estimated amount provided to BAH could be "reverse engineered" from other publicly available information. Our decision found that "the agency's selection of particular factors to apply in its post-protest 'reverse engineering' exercise did not convert that calculation into public information." *Serco, Inc., supra*, at 13 n.36. BAH had not challenged this finding as factually or legally incorrect. *Id.*

In our decision we also found that in concluding there was “no evidence” that BAH obtained access to non-public, competitively useful information, the contracting officer relied heavily on the assertions of Jones and Smith regarding the limited nature of their prior activities, as well as their representations regarding the limited scope of their inputs to BAH’s proposal. *Serco, Inc., supra*, at 14. We found that these declarations were inconsistent with documents in the record. BAH argues that this aspect of our decision is factually and legally erroneous because the contracting officer’s investigation shows he relied on more than just the assertions of Jones and Smith. BAH also contends that the contracting officer considered these alleged discrepancies as part of his investigation and concluded that they did not demonstrate that Jones and Smith inaccurately described the limited nature of their involvement.

BAH’s arguments in this regard provide no basis for us to reconsider our decision. Our prior decision made a judgment based on the totality of the facts presented. Those facts led us to find that the contracting officer had unreasonably concluded that Jones and Smith did not have access to competitively useful information and that therefore there was no unfair competitive advantage. As explained above, we found that the contracting officer unreasonably concluded that access to Serco’s labor rates did not create an unfair competitive advantage because the solicitation set forth the labor categories and staffing information and BAH based its proposed labor rates on current employee rates or publicly available information. As explained above, the solicitation was not fixed in terms of the labor mix allocations, and access to a competitor’s labor rates could potentially be competitively useful and provide an unfair competitive advantage.

In addition, our decision found that the contracting officer’s representative disclosed information that gave BAH insight into the development, and a very close approximation of, the IGCE for the new task order. While BAH was not provided with the actual IGCE, we concluded that knowledge of the cost estimate that the agency anticipated for this procurement would be competitively useful to an offeror developing its own price proposal. BAH has not identified any factual or legal error that would change our decision on this issue. Accordingly, on this record, and given all of the circumstances, we find that BAH has not identified any legal or factual error that would require reversal of our decision.

The request for reconsideration is denied.

Edda Emmanuelli Perez  
General Counsel