



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. The entire decision has been approved for public release.

Decision

Matter of: Goldbelt Nighthawk, LLC

File: B-424412

Date: July 14, 2026

Anthony J. Mazzeo, Esq., Michael L. Sterling, Esq., and Thomas Barrow, Esq., Woods Rogers Vandeventer Black PLC, for the protester.
Kenneth A. Martin, Esq., Martin Law Firm, PLLC, for CyberStar, LLC, the intervenor.
William B. Blake, Esq., Department of the Interior, for the agency.
Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging various aspects of the agency's evaluation is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest that awardee has an unmitigated organizational conflict of interest is dismissed as academic where the agency waived the alleged conflict, and the waiver was consistent with the requirements of applicable procurement regulations.
-

DECISION

Goldbelt Nighthawk, LLC, of Newport News, Virginia, protests the issuance of a task order to CyberStar, LLC, of Lorton, Virginia, under task order request for proposals (TORP) No. 140A1626R0007, issued by the Department of the Interior, Bureau of Indian Affairs (BIA), for information technology (IT) support services. Goldbelt argues that the agency unreasonably evaluated its proposal, engaged in disparate treatment, and failed to recognize an organizational conflict of interest (OCI) that Goldbelt asserts should have disqualified CyberStar from award.

We deny the protest in part and dismiss it in part.

BACKGROUND

The agency issued the TORP on January 30, 2026, to holders of the BIA's Information Technology Support Services indefinite-delivery, indefinite-quantity (IDIQ) contract--which was set aside for Indian Small Business Economic Enterprises--pursuant to

Federal Acquisition Regulation (FAR) section 16.505 procedures. Contracting Officer's Statement (COS) at 2-3; Agency Report (AR), Tab 2, TORP at 1, 4.¹ The TORP sought a contractor to provide IT services and support the BIA's Bureau of Indian Education (BIE) core technical operations.² TORP at 4. The solicitation contemplated issuing a time-and-materials task order with a 1-year base period and four 1-year option periods. *Id.*

The solicitation provided that award would be made to the highest technically rated offeror (HTRO) with a reasonable price and established two evaluation factors: technical and price. *Id.* at 8. Under the technical factor, the TORP established three subfactors: (1) technical capability; (2) PWS task execution and integration; and (3) personnel qualification. *Id.* Confidence ratings of high confidence, confident, or low confidence would be assigned to offeror's proposals under the technical factor and subfactors. *Id.* at 10.

As relevant here, the solicitation defined a "high confidence" rating as follows: "The government has *high confidence* that the offeror understands the requirement, proposes a sound approach, and will be highly successful in performing the contract with *little or no* government intervention." TORP at 10. The TORP defined a "confident" rating as follows: "The government is *confident* that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with *some* government intervention." *Id.*

The BIA received timely proposals from four offerors by the March 2 due date. COS at 3; TORP at 5. The agency evaluated CyberStar's and Goldbelt's proposals as follows:

¹ The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted. The agency amended the TORP once, on February 13, to provide offerors with answers to questions and to implement edits to the solicitation. TORP at 2.

² The solicitation's Performance Work Statement (PWS) explains that the Bureau of Indian Education, as supported by the BIA's Office of Information Management Technology, is working to refurbish the IT infrastructure for all BIA-operated schools. AR, Tab 3, PWS at 4. The PWS states that this support "is critical to maintaining and increasing telecommunications services and support larger initiatives affecting the BIE school system telecommunications environment." *Id.*

	Technical Capability	PWS Task Execution and Integration	Personnel Qualification	Price
CyberStar	High Confidence	High Confidence	High Confidence	\$36,573,139
Goldbelt	Confident	Confident	Confident	\$35,118,260

AR, Tab 13, Award Summary at 4; COS at 5.

In evaluating Goldbelt's proposal under the technical factor, the evaluators noted that the proposal addressed each PWS area, indicated minimal transition risk, provided a strong compliance plan, and proposed incumbent personnel with relevant certifications and experience; in other words, the agency noted positive aspects of the protester's proposal. AR, Tab 8, Goldbelt Technical Evaluation Consensus at 1-5. However, as relevant here, the evaluators also noted some areas of concern, such as a failure to explicitly address callback handling in one area, a "less detailed" approach to surge flexibility, and a "minor gap around explicit training/retention plans." *Id.* at 1, 4-5.

In making the award decision, the agency found that CyberStar was the HTRO and had proposed a fair and reasonable price. AR, Tab 13, Award Summary at 5. As a result, the BIA determined that CyberStar's proposal "represents the best value to the Government" and selected CyberStar for award. *Id.*

On April 2, the agency informed Goldbelt that it had not been selected for award. COS at 5. The protester requested a debriefing, which the agency provided on April 3. See AR, Tab 14, Debriefing at 1-2. On April 13, this protest followed.³

DECISION

The protester challenges various aspects of the agency's evaluation. First, Goldbelt contends that the technical ratings the agency assigned to its proposal are unreasonable because the contemporaneous evaluation documents do not mention the need for government intervention. Next, the protester argues that the agency engaged in disparate treatment, asserting that the nature of the IT support work solicited by the TORP is sufficiently standardized such that any difference between Goldbelt's technical approach and CyberStar's technical approach is minimal. Finally, the protester argues that CyberStar has an OCI that should disqualify it from receiving award. As discussed

³ As the awarded value of the task order is \$36,573,139, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B).

below, we deny the protester's evaluation challenges and dismiss the OCI allegation because the agency has properly executed a waiver of the alleged OCI.⁴

Technical Evaluation

First, the protester argues that the agency unreasonably assigned a rating of "confident" to its proposal without mentioning the need for government intervention in the evaluation. Protest at 7; Comments at 3. Goldbelt refers to the solicitation's definitions for confidence ratings to support this argument and asserts that because the agency referenced "almost exclusively positive findings" in its debriefing with the protester, and because "the need for government intervention is not mentioned once," Goldbelt's proposal deserved a rating of high confidence. Protest at 8. The protester further asserts that there is a "complete disconnect" between the agency's evaluation and the ratings assigned to Goldbelt's proposal under the technical subfactors. Comments at 6. In sum, the protester argues that if a proposal "does not cast doubt on an offeror's ability to perform," that proposal cannot be assigned a rating of confident or low confidence because "those categories contemplate the presence of defects in the offeror's approach significant enough to erode the Agency's confidence in the offeror's ability to perform the work without government intervention." Comments at 5.

The agency responds that it reasonably assigned confidence ratings in accordance with the solicitation. Memorandum of Law (MOL) at 4. The BIA asserts that the solicitation did not require it to expressly discuss government intervention when evaluating offerors' proposals. COS at 6. Rather, the agency argues that the definitions for the confidence ratings indicated that as "confidence in an offeror's proposal decreases, the likelihood of government intervention during performance increases"; in other words, the agency contends that to justify a rating of confident, evaluators only needed to determine that the contents of a proposal "did not fully eliminate the possibility that government involvement may be needed." *Id.* The agency asserts that the contemporaneous evaluation of Goldbelt's proposal shows there was a possibility that the government would have to intervene during performance. MOL at 5-6.

Under the provisions of FAR part 16, the evaluation of proposals, 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. *See ManTech Advanced Sys. Int'l, Inc.*, B-421749.4 *et al.*, Aug. 29, 2024, at 7. In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation's evaluation criteria and applicable

⁴ In its various protest submissions, Goldbelt has raised arguments that are variations of those specifically discussed below. While we do not specifically address all of the protester's arguments, we have considered them and conclude that they do not provide a basis to sustain the protest.

procurement statutes and regulations. *Mission Essential, LLC*, B-418767, Aug. 31, 2020, at 5. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish an agency acted unreasonably. *ManTech Advanced Sys. Int'l, supra*.

Based on the record, the agency had a reasonable basis to assign the protester's proposal a rating of confident under the technical subfactors. The solicitation defined a "confident" rating as follows: "The government is *confident* that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with *some* government intervention." TORP at 10. Notably, the solicitation does not require the agency to expressly document areas in an offeror's proposal that require government intervention. See *id*. Given the plain language of the solicitation, we do not find unreasonable the agency's assertion that the confidence ratings indicate a correlation between the confidence the agency has in an offeror's proposal and the possibility that the government may have to intervene during performance. See MOL at 5-6.

Relatedly, we reject the protester's assertion that there is a "complete disconnect" between the agency's evaluation and the rating assigned to Goldbelt's technical proposal. Comments at 6. While the agency's evaluation of Goldbelt's proposal was primarily positive, evaluators did document areas of concern, such as a failure to explicitly address callback handling in one area, a "less detailed" approach to surge flexibility, and a "minor gap around explicit training/retention plans." AR, Tab 8, Goldbelt Technical Evaluation Consensus at 1-5. The protester itself states that the agency's debriefing referenced "almost exclusively positive findings"; in other words, the protester tacitly acknowledges that the agency's evaluation included some negative findings. Protest at 8. Given these negative findings in the contemporaneous evaluation, we do not find unreasonable the agency's assertion that Goldbelt's proposal presented some risk of government intervention.⁵ In sum, based on the record, we find reasonable the

⁵ We note and agree with the agency's assertion that the protester did not timely challenge the agency's negative findings in Goldbelt's proposal. MOL at 4-5. In its initial protest filing, the protester does not specifically address any of the agency's negative findings with regard to its technical proposal. See Protest at 7-8. In its comments on the agency report, for the first time, the protester challenges some of these negative findings, including the individual evaluators' concerns with callback handling and training and retention plans. See Comments at 6-9. However, the debriefing that the agency gave Goldbelt on April 3 advised the protester of these areas of concern. AR, Tab 14, Debriefing at 1.

Since our Bid Protest Regulations do not contemplate the unwarranted piecemeal development of protest issues, and since Goldbelt raised its argument concerning the agency's negative findings more than 10 days after it knew of the debriefing information giving rise to this allegation, we find Goldbelt's arguments untimely. See 4 C.F.R. § 21.2(a)(2); *Pivotal Point LLC*, B-423072.2, Nov. 25, 2025, at 6 n.2 ("[O]ur Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest
(continued...)

agency's assignment of "confident" ratings to the protester's proposal under the technical subfactors. This protest ground is denied.

Disparate Treatment

Next, the protester argues that the agency engaged in disparate treatment. Goldbelt, as the incumbent, asserts that CyberStar plans to hire Goldbelt's workforce, and that the two offerors should have consequently received the same ratings under the technical subfactors because they proposed the same workforce. Protest at 9; Comments at 10-12. Further, the protester argues that the type of IT services described in the TORP are sufficiently standardized amongst all IT services contracts such that "[a]ll competent offerors capable of successfully performing the work required under this [s]olicitation will of necessity accomplish these tasks in fundamentally similar or identical ways." Protest at 10.

The agency responds that the TORP "required each offeror to propose its own technical solution and to develop a corresponding level of effort and labor mix aligned to that solution"; as a result, the BIA challenges the protester's assertion that the use of incumbent staff necessarily limits the range of potential technical approaches. COS at 7-8. The agency argues that, even if the IT services identified in the solicitation and PWS are common to other IT services contracts, the contents of proposals can still differ, and in this case, did differ. *Id.* at 8. The agency also contends that even if the protester is correct that there was minimal variation between proposals--and the BIA does not concede that the protester is correct--minimal differences between proposals are still differences. *Id.*

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, at 7. 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. *Strategic Res., Inc.*, B-423597.2, B-423597.3, Jan. 14, 2026, at 8.

Here, we reject the protester's assertion that the agency engaged in disparate treatment of proposals. While Goldbelt complains that it does not have access to the awardee's proposal, the protester has not shown--and has not provided any credible evidence to show--that its technical approach and the awardee's are substantively indistinguishable

(...continued)

issues through later submissions providing alternate or more specific legal arguments missing from earlier general allegations of impropriety."). As a result, we need not further address the protester's challenges to the evaluators' negative findings in the protester's proposal under the technical subfactors.

from, or nearly identical to, each other. Even if the protester is correct that both CyberStar and Goldbelt proposed a similar, or even the same, workforce, that alleged fact alone would not mean the two proposals are indistinguishable where offerors had to propose their own technical solution with the workforce they were using.

Further, the record shows that CyberStar's proposal was evaluated as technically superior to Goldbelt's proposal. See AR, Tab 8, Goldbelt Technical Evaluation Consensus at 1-5; AR, Tab 13, Award Summary at 5. The evaluators noted highly positive aspects of CyberStar's proposal, like its "strong mastery of the PWS objectives" and its "proactive risk management" and surge capacity, while only noting one "notable gap [regarding] less emphasis on advanced automation." AR, Tab 12, CyberStar Technical Evaluation at 1-2, 4. In contrast, as discussed above, the agency noted more areas of concern in Goldbelt's proposal. AR, Tab 8, Goldbelt Technical Evaluation Consensus at 1-5.

More specifically, under the personnel qualification technical subfactor--the subfactor most directly related to Goldbelt's allegations about the workforce--the record shows that the agency had concerns about Goldbelt's approach. For example, the evaluators noted "a minor gap around explicit training/retention plans in parts of [Goldbelt's] submission" but did not note any such areas of concern in CyberStar's proposal under the personnel qualification technical subfactor. AR, Tab 8, Goldbelt Technical Evaluation Consensus at 5; see AR, Tab 12, CyberStar Technical Evaluation at 5. In sum, the protester has not established that Goldbelt's and CyberStar's technical approaches were substantively indistinguishable, and we agree with the agency that the BIA reasonably assigned different confidence ratings to the two proposals under the technical subfactors. See *Strategic Res.*, *supra*. This protest ground is denied.

Organizational Conflict of Interest

Finally, Goldbelt argues that issuing the task order to CyberStar creates a biased ground rules OCI and an unequal access to information OCI based on CyberStar's performance of a different IT contract for the BIA for the provision of strategic business services. Protest at 10-12. Goldbelt references the performance work statement for that contract and highlights CyberStar's responsibilities and role to "review and discuss . . . budget planning activities and future budget planning and acquisition activities," and "assist, support, and/or provide IT portfolio guidance." *Id.* at 10-11. Goldbelt asserts that the services the awardee is performing under that contract, "consisting of engagement at the highest levels of IT planning within the BIA," indicate that CyberStar "necessarily had access to nonpublic information regarding the very acquisitions it would later win" and had the opportunity to, at minimum, consult with the agency on the ground rules for any IT procurements, including the one at issue here. *Id.* at 11. Specifically, the protester alleges that CyberStar "quite literally authored many of the manuals applicable to the work it won under the instant contract" and consequently had a "detailed understanding of the [a]gency that no other contractor had." Comments at 14-15.

The agency defended its actions in its initial agency report, stating that the contracting officer consulted the Deputy Associate Chief Information Officer and the Chief of the Division of Information Operations to confirm that CyberStar did not have access to any non-public information relevant to the task order at issue and was not involved in drafting the PWS or influencing the requirements of the TORP. COS at 9-10. On June 18, following the agency's submission of its agency report and the protester's submission of its comments, the GAO attorney assigned to this protest conducted a conference call with the parties. During that call, the GAO attorney raised concerns about the agency's OCI investigation. See OCI Waiver at 2. On June 24, the head of BIA's contracting activity executed a waiver of the potential OCIs identified by Goldbelt, pursuant to Revolutionary FAR Overhaul (RFO) section 9.503.⁶ See *id.* at 5-6.

We dismiss Goldbelt's protest allegations challenging the agency's consideration of the alleged OCIs because agencies may waive an OCI in accordance with RFO section 9.503.

The FAR--and as here, the RFO--requires that contracting officials avoid, neutralize, or mitigate significant potential conflicts of interest to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.504(a), 9.505. The FAR also provides that an agency may, as an alternative to avoiding, neutralizing, or mitigating an OCI, execute a waiver determining that application of the FAR's OCI provisions in a particular circumstance is not in the government's interest. FAR 9.503; see *also* RFO 9.503. While our Office will review an agency's execution of an OCI waiver, our review is limited to consideration of whether the waiver complies with the requirements of the FAR, that is, whether it is in writing, sets forth the extent of the conflict, and is approved by the appropriate individual within the agency. *ManTech Advanced Sys. Int'l, supra* at 12; *Accenture Fed. Servs., LLC, B-421134.2 et al.*, Apr. 12, 2023, at 10. As a general rule, our Office will dismiss as academic a protest challenging an OCI when the agency elects to waive the OCI. *ARP Scis., LLC, B-415318.5, B-415318.6*, Aug. 9, 2018, at 8; *ManTech Advanced Sys. Int'l, supra* at 12.

Here, the protester does not argue that the BIA's waiver was deficient under the terms of RFO section 9.503. There is no dispute that the waiver is in writing, sets forth the extent of the potential OCI on the part of CyberStar, and was signed by BIA's Head of the Contracting Activity--the individual authorized to execute such a waiver. See OCI Waiver. Accordingly, we dismiss this protest ground as academic. See *ManTech*

⁶ As noted above, the agency issued the solicitation pursuant to FAR section 16.505 procedures; the agency explains that it has not yet adopted part 16 of the RFO. MOL at 2 n.1. When the agency executed its OCI waiver, it explains that it issued a FAR deviation adopting the RFO's version of FAR part 9, effective May 18. OCI Waiver at 1 n.1. As a result, the agency executed the OCI waiver under the RFO. See *id.* at 1. The parties have not established that any distinctions between the prior and the RFO versions of FAR part 9 affect the analysis of the agency's actions here. See *id.* at 5 n.2.

Advanced Sys. Int'l, supra at 12; *AT&T Gov't Sols., Inc.*, B-407720, B-407720.2, Jan. 30, 2013, at 4.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel