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Decision

Matter of: Leidos Inc.; Booz Allen Hamilton Inc.

File: B-421524, B-421524.2, B-421524.3, B-421524.4, B-421524.5

Date: June 20, 2023

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DIGEST

1. Protest that the agency failed to conduct a required price realism evaluation is denied where the solicitation did not require a price realism evaluation.
2. Protests challenging the agency's technical evaluation of quotations are denied where the record demonstrates that the evaluation was conducted reasonably and in accordance with the terms of the solicitation, or where the protester fails to demonstrate competitive prejudice.
3. Protests challenging the agency's best-value tradeoff are denied where the record demonstrates that the tradeoff was conducted reasonably and in accordance with the terms of the solicitation.

DECISION

Leidos Inc., of Reston, Virginia, and Booz Allen Hamilton Inc. (Booz Allen), of McLean, Virginia, protest the establishment of a blanket purchase agreement (BPA) with Science Applications International Corporation (SAIC), of Reston, Virginia, under request for quotations (RFQ) No. 5000129611, issued by the Department of the Treasury, for information technology goods and services.

We deny the protests.

BACKGROUND

The Treasury intends to transform the way in which it delivers and supports information technology services for its bureau customers. Leidos Agency Report (AR), Tab E.4.1, Modification 1, RFQ at 20.¹ At present, the agency uses a mix of on-premises data centers and multiple disparate cloud computing systems. *Id.* The Department of Treasury Cloud Program (TCloud) intends to provide the Treasury enterprise with a single source of support for its cloud computing needs. *Id.* The TCloud is a new requirement; there is no incumbent or predecessor contract. *Id.* at 4.

On August 5, 2022, the agency issued the RFQ under the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4, to vendors holding General Services Administration multiple-award schedule contracts with special item number 518210C, cloud and cloud-related information technology professional services. *Id.* at 1, 4, 117. The RFQ explained that the prospective contractor will be called upon to “provide access to a broad spectrum of cloud solutions to assist the Treasury enterprise with [its] shift from traditional on-premises solutions to those housed and supported by commercial cloud solutions.” *Id.* at 4.

The RFQ contemplated the establishment of a BPA with a 1-year base period, four 1-year option periods, and two 1-year “earnable award terms[,]” where both fixed-price and labor-hour orders would be issued under the BPA. *Id.* at 4, 7-9. Award would be made on a best-value tradeoff basis using a two-phase evaluation process. *Id.* at 128-132.

The evaluation of quotations would consider the following evaluation factors, listed here in descending order of importance: (1) demonstrated corporate experience; (2) technical and management approach; (3) sample tasks; and (4) price. *Id.* at 128-132. The demonstrated corporate experience factor was considered more important than the technical and management approach factor and the sample tasks factor combined. *Id.* at 128. The non-price factors, when combined, were considered significantly more important than price. *Id.* Quotations would be evaluated under each non-price factor using a confidence scale consisting of the following ratings: high confidence, some confidence, or low confidence. *Id.* at 130. Price would be evaluated but not rated. *Id.* at 131.

¹ Leidos and Booz Allen filed separate protests of this procurement. We have consolidated the issues and resolve them with this single written decision. The RFQ is found at different locations in the record for each protest; however, all citations to the “RFQ” reference the same copy of the solicitation. See Leidos AR, Tab E.4.1, Modification 1, RFQ; Booz Allen AR, Tab D.4.1, Modification 1, RFQ.

Phase one of the competition would consider the demonstrated corporate experience factor. *Id.* at 121. Under this factor, vendors were to submit written volumes demonstrating various aspects of their corporate experience. *Id.* at 121, 123-124. The RFQ explained that a vendor’s demonstrated corporate experience should illustrate that firm’s ability to accomplish the work required for the TCloud, and should describe the “value they bring” based upon lessons learned from their previous work. *Id.* at 124. Following the phase one evaluation, the agency would identify the most highly rated quotations and would issue to each vendor an advisory “down-select” notice recommending whether that vendor should proceed to phase two. *Id.* at 121. Advisory down-select notifications would be recommendations and would not bar a vendor from proceeding to phase two. *Id.*

Phase two of the competition would consider the remaining non-price factors and the price factor. *Id.* at 122. To compete under the remaining non-price factors, vendors would conduct oral briefings--no written volumes would be submitted to satisfy the requirements of these non-price factors. Under the price factor, vendors were to submit a written narrative explaining the basis for their pricing, the rationale for any discounts proposed, and any other relevant information required for the agency to understand the vendor’s pricing. *Id.* at 128. Vendors were further required to submit a completed pricing workbook detailing prices for offered products and services--a template of which was included with the solicitation. *Id.*; see also Leidos AR, Tab E.2.4, Attach. 4, Pricing Workbook.

On August 24, the agency timely received seven phase one quotations. Leidos Contracting Officer’s Statement (COS) at 3. On October 5, advisory down-select notices were issued. *Id.* Following the advisory down-select, five vendors elected to proceed to phase two. *Id.* Phase two written materials for the price factor were due by October 25. *Id.* at 4. Oral presentations under phase two were held between October 27 and November 17. *Id.* The relevant evaluation results are as follows:

	Leidos	Booz Allen	SAIC
Demonstrated Corporate Experience	High Confidence	Some Confidence	Some Confidence
Technical/Management Approach	Some Confidence	Some Confidence	High Confidence
Sample Tasks	Some Confidence	Some Confidence	Some Confidence
Total Evaluated Price	\$1,513,561,029	\$1,262,894,169	\$1,372,783,673

Leidos AR, Tab F.4, Source Selection Advisory Council (SSAC) Recommendation at 16; Booz Allen AR, Tab F.3, SSAC Recommendation at 16.

Based on the evaluation summarized above, the agency's SSAC recommended that the BPA be established with SAIC.² Leidos AR, Tab F.4, SSAC Recommendation at 33. On February 17, the source selection authority (SSA) determined that SAIC's quotation represented the best value and selected SAIC for award. Booz Allen AR, Tab F.4, Signed Award Decision.

On February 28, Leidos and Booz Allen were notified of the award decision. Leidos Protest at 6; Booz Allen Protest at 3. On March 8, Leidos received a brief explanation of the award decision. Leidos Protest at 6. Then, on March 10, Booz Allen received a brief explanation of the award decision. Booz Allen Supp. Protest, exh. A, Brief Explanation at 2. Both firms filed protests with our Office on March 10.³

DISCUSSION

The protesters challenge the procurement in several ways. Leidos challenges the agency's price evaluation, arguing that it unreasonably failed to include an assessment of price realism. Leidos and Booz Allen each raise multiple challenges to the agency's technical evaluation of quotations, and both protesters challenge the reasonableness of the agency's best-value tradeoff decision. For the reasons explained below, we deny the protests.⁴

Price Evaluation Challenge

Leidos argues that the agency failed to perform a required price realism analysis, the conduct of which would have exposed various performance risks in SAIC's quotation and would have resulted in Leidos being selected for award. Leidos Protest at 9-12;

² The SSAC consisted of an advisory council chairperson, the contracting officer/price evaluation chairperson, technical evaluation chairperson, and two other SSAC members. Leidos AR, Tab F.4, SSAC Recommendation at 34-35. The record reflects that the SSAC recommendation is the source selection decision document.

³ The record reflects that Booz Allen based its initial protest on information learned from the notice of award and on the March 10 brief explanation. On March 20, Booz Allen filed a supplemental protest based on the information it learned from the March 10 brief explanation. Booz Allen Supp. Protest at 2-5. On March 22, the agency requested an extension to file its agency report responding to Booz Allen's protest, and requested that it be allowed to respond to Booz Allen's protest and supplemental protest in the same report. Agency Req. for Extension at 1 (Booz Allen Electronic Protest Docketing System (Dkt.) No. 29). Our Office granted the request. Dkt. 29 (comments). Thus, the agency report filed in the Booz Allen matter responds to Booz Allen's protest and supplemental protest.

⁴ The protesters raise several collateral arguments. We have considered them all and find that none provide a basis to sustain the protest. Additionally, Booz Allen has voluntarily withdrawn a number of protest grounds. Booz Allen Comments & 2nd Supp. Protest at 11 n.2.; Booz Allen Supp. Comments.

Leidos Comments & Supp. Protest at 8-13. As explained below, we find that the terms of this RFQ did not require the Treasury to evaluate quotations for price realism; therefore, we deny this protest ground.

As an initial matter, we note that this competition was conducted under the FSS procedures of FAR subpart 8.4. RFQ at 4. The FAR explains that supplies offered on the schedule are listed at fixed prices, and services offered on the schedule are priced either at hourly rates or at a fixed price for performance of a specific task. FAR 8.404(d). Further, while the procedures of FAR part 15 were not used here, we note that as a general matter, when awarding a fixed-price contract, an agency is only required to determine whether offered prices are fair and reasonable. FAR 15.402(a). A price reasonableness determination focuses primarily on whether the offered prices are too high. *Laboratory Corp. of America*, B-407108, Nov. 5, 2012, 2012 CPD ¶ 313 at 5. In contrast, price realism contemplates whether offered prices are too low. *Id.*

In a fixed-price environment, procuring agencies do not necessarily have to consider price realism when evaluating quotations because fixed-price vehicles place the risk of loss on the contractor rather than on the government. *Patronus Sys., Inc.*, B-418784, B-418784.2, Sept. 3, 2020, 2020 CPD ¶ 291 at 4; *Laboratory Corp. of America*, *supra* at 5. However, an agency may include in a solicitation a provision allowing for a price realism evaluation, that is whether a price is too low, when the agency is concerned that its requirements may not be fully understood by offerors. FAR 15.404-1(d)(3); *see also*, *Patronus Sys., Inc.*, *supra* at 4. Where a solicitation merely reserves the agency's right to conduct a price realism evaluation, the agency is not obligated to conduct one. *Patronus Sys., Inc.*, *supra* at 5.

Leidos challenges the agency's evaluation under the price factor, arguing that the terms of the RFQ required the agency to evaluate quotations for price realism and that such an evaluation did not occur. Leidos Protest at 9-12; Leidos Comments & Supp. Protest at 8-13. According to Leidos, the agency's failure to perform a required price realism evaluation was *per se* unreasonable and prejudicial. Leidos Comments & Supp. Protest at 13. Further, the protester presents several examples of possible performance risks associated with SAIC's quotation that the agency supposedly did not recognize or otherwise consider during its price evaluation. Leidos Protest at 11-12; Leidos Comments & Supp. Protest at 13-18.

The agency's response is twofold. First, the agency argues that the solicitation did not require a price realism evaluation. Leidos Memorandum of Law (MOL) at 6. Rather, the agency asserts that the RFQ allowed it to use price realism as an evaluation tool if necessary, but did not mandate a price realism evaluation. *Id.* Second, the agency contends that even if the RFQ did require a price realism evaluation, the agency's price analysis was more than sufficient to satisfy the requirements of such an evaluation. *Id.* at 8-10. We conclude that a price realism evaluation was not required here, and therefore the agency did not need to analyze the potential performance risks that Leidos asserts were in SAIC's quotation.

Here, the RFQ contemplated the establishment of a BPA containing both fixed-price and labor-hour contract line item numbers. RFQ at 7-9. The RFQ explained that price would be “evaluated but [would] not be assigned an adjectival or confidence rating nor [would] it be scored.” *Id.* at 131.

In explaining the evaluation of quotations under the price factor, the solicitation included the following relevant language:

[1:] The Government will evaluate prices to determine if they are fair and reasonable, reflect a clear understanding of the requirements, and are consistent between the [vendor’s] technical and price narratives. The Government will use techniques such as, but not limited to, price analysis and/or price realism to establish a fair and reasonable price for TCloud.

[2:] The Government may eliminate a [vendor] whose price is inconsistent with its technical volume or that does not demonstrate a reasonable pricing approach.

* * * * *

[4:] The price evaluation may include an evaluation of the [vendor’s] price for the purpose of assessing the risk inherent in the [vendor’s] approach. Quotes may be determined unacceptable if they are: (1) unreasonable in terms of price, (2) the price is not consistent with other aspects of the [vendor’s] quote, (3) indicative of failure to comprehend the complexity and risks associated with the solicitation requirements, (4) reflective of a lack of competence, or (5) indicate an inherent performance or price risk.

Id. at 132.

In addition to the RFQ’s discussion of the evaluation of quotations under the price factor, the RFQ listed several bullet points pertaining to the evaluation of quotations, generally. *Id.* at 128-130. Relevant here, two bullet points read as follows:

The Government will evaluate each [vendor’s] understanding of the requirements and ability to perform the work on the basis of its quote. It is the [vendor’s] responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements[.]

* * * * *

Quotes that are unrealistic in terms of technical approach or price may be reflective of an inherent risk, lack of competence and/or indicative of failure to comprehend the complexity and risks associated with the solicitation requirements and may result in a determination of

unacceptability in the respective factor. [Vendors] are cautioned that a rating of 'Low Confidence' in any single factor may result in the [vendor's] quote being rated unacceptable overall and may impact the overall evaluation of the [vendor's] submission. The Government may not make an award to any [vendor] with a low confidence rating in any area.

Id. at 129.

Leidos contends that the solicitation language cited above unambiguously required the agency to evaluate quotations for price realism, and that the record confirms such an evaluation did not occur. Leidos Comments & Supp. Protest at 10. In this regard, Leidos recognizes that the RFQ did not contain an express price realism evaluation criterion. However, the protester contends that the solicitation language stating that the Treasury would evaluate vendors' pricing to assess whether it reflected a lack of understanding, along with language saying that quotations could be rejected or assessed with risk on the basis of offered pricing, mandated a price realism evaluation. *Id.* As discussed below, we conclude that the RFQ did not require the Treasury to evaluate quotations for price realism.

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Patronus Sys., Inc., supra* at 5. To be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Id.*

We conclude the interpretation of the solicitation offered by Leidos is not reasonable. In this regard, the protester would have our Office read certain language in a vacuum rather than reading it as part of the solicitation as a whole. Viewing the contested language within the surrounding context and as part of the solicitation as a whole, it is clear that the agency reserved the right, but was not required, to conduct a price realism evaluation. RFQ at 132.

Looking first to the solicitation's specific price evaluation factor, the first paragraph notified vendors that the Treasury would evaluate prices for reasonableness, whether they reflected an understanding of the agency's requirements, and for consistency between vendors' technical and price narratives. This paragraph then detailed various methods that the agency could use to establish fair and reasonable pricing for the TCloud. The solicitation stated that the agency could use techniques "such as, but not limited to, price analysis **and/or** price realism" for the purpose of establishing "fair and reasonable pricing," which simply indicated that the agency had discretion on whether to use price realism as one such technique. *Id.*

We find that the context of this paragraph refers to the potential analyses the agency might use in its price evaluation, but does not require the agency to conduct a price realism evaluation. While--as Leidos points out--the RFQ stated that prices would be evaluated to determine if they reflected a clear understanding of the requirements, this statement did not obligate the agency to conduct a price realism evaluation.

Specifically, since the RFQ did not require the agency to evaluate vendors' low pricing against these factors, nor did the RFQ inform vendors that their quotations would be eliminated from consideration for unrealistically low prices, we conclude that the RFQ language in this first paragraph did not require the agency to conduct a price realism assessment. See e.g., *DynCorp Int'l LLC*, B-407762.3, June 7, 2013, 2013 CPD ¶ 160 at 9 (in the absence of an express price realism provision, we will only conclude that a solicitation contemplates a price realism evaluation where it states that the agency will review prices to determine if they are so low that they reflect a lack of technical understanding, and where the solicitation says that a proposal may be rejected for offering low prices).

The second paragraph complements the first. Where the first paragraph described the evaluation, the second described possible outcomes of that evaluation. When read in context, the second paragraph discussed the possibility of elimination due to inconsistencies between a price and technical volume or unreasonable pricing. However, this paragraph used permissive language--the agency "may eliminate" a vendor--and nothing in this paragraph otherwise required the agency to conduct a price realism evaluation. See RFQ at 132.

As to the fourth paragraph, assuming for the sake of argument that it provided for a price realism evaluation as argued by the protester, we find that the use of the word "may" in the first sentence gave the agency discretion to evaluate quotations--and to find quotations unacceptable--for certain risks presented by offered prices. Compare *Patronus Sys., Inc. supra* at 5 (solicitation stating that the agency "may" consider whether prices are realistic reserved the agency's right to conduct a price realism evaluation), with *GiaCare & MedTrust JV, LLC*, B-407966.4, Nov. 2, 2016, 2016 CPD ¶ 321 at 8-9 (solicitation stating that pricing *must* be considered realistic and that the evaluation *will* use cost realism techniques, mandated a price realism evaluation). This permissive language is consistent with the other two relevant paragraphs discussed above, both of which maintain the agency's discretion in deciding how to conduct its price analysis. Thus, when read together, we conclude that nothing in this section of the RFQ required the agency to conduct a price realism evaluation.

Our analysis next considers whether the RFQ's language discussing the evaluation of quotations in general imposed on the agency a requirement to evaluate quotations for price realism. As discussed below, we find that it did not.

As mentioned above, the RFQ included certain information that generally pertained to the evaluation of quotations. See RFQ at 128-130. Leidos cites to this general language to support its argument that the RFQ required a price realism evaluation. Based on our review of the solicitation, this general information did not contain language requiring the agency to evaluate quotations for price realism. *Id.* at 129. The language cited by Leidos puts vendors on notice of various possibilities, one being that a quotation may be eliminated on the basis of price realism. Logically, this would only occur if the Treasury exercised its discretion and chose to perform a price realism evaluation in the first place. Moreover, the continued use of permissive language

supports a finding that nothing in this section of the RFQ affirmatively commits the agency to evaluating quotations for price realism.

In conclusion, we find that the terms of this RFQ did not require the Treasury to evaluate quotations for price realism. Accordingly, this protest ground--that the agency failed to perform a required price realism evaluation--is denied.

Technical Evaluation Challenges

Leidos and Booz Allen each raise multiple challenges to the agency's technical evaluation of quotations under each non-price factor. We first address Booz Allen's challenges regarding the evaluation of its quotation under the demonstrated corporate experience factor. Next, we discuss Leidos's and Booz Allen's challenges to the evaluation of quotations under the technical and management approach factor. Finally, we discuss Leidos's allegations of disparate treatment. As discussed below, we find no basis to sustain the protest.

Where an agency conducts a competition for the establishment of a BPA under FAR subpart 8.4, we will review the agency's actions to ensure that the evaluation was conducted reasonably and in accordance with the solicitation and applicable procurement statutes and regulations. *Citizant, Inc.*; *Steampunk, Inc.*, B-420660 *et al.*, July 13, 2022, 2022 CPD ¶ 181 at 5. In reviewing an agency's evaluation, we will not reevaluate quotations; a protester's disagreement with the agency's judgments does not establish that the evaluation was unreasonable. *Id.*; *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4.

In reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence, but consider all information provided, including the parties' arguments and explanations. *Netizen Corp.*, B-418281 *et al.*, Feb. 21, 2020, 2020 CPD ¶ 85 at 6-7 n.5. We give little weight to reevaluations and judgments made in the heat of litigation, *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, however, post-protest explanations that provide detailed rationale for contemporaneous conclusions and simply fill in previously unrecorded details will generally be considered, so long as those explanations are credible and consistent with the contemporaneous record. *Netizen Corp.*, *supra*.

Challenges under the Demonstrated Corporate Experience Factor

Booz Allen raises multiple challenges to the agency's evaluation of its quotation under the demonstrated corporate experience factor. As discussed below, we deny these challenges.

As detailed above, phase one of the competition considered the demonstrated corporate experience factor. RFQ at 121-124, 130. Under this factor, vendors were to submit written volumes outlining their corporate experience. *Id.* at 123-124. Specifically, they were required to: (1) "discuss their experience managing cloud spend

for [cloud service provider (CSP)] products and services . . . in a multi-CSP environment,” on at least three different contracts performed within the last five years where the experience was of similar type, scope, and complexity to the instant requirement, and was valued at a minimum of \$9 million per year; (2) discuss experience and expertise relevant to the TCloud objectives and the RFQ’s principal task areas; (3) discuss the number of certified resources available for each CSP proposed, distribution of experience, and how the vendor has “navigated across major cloud providers to provide the required services and products as described for TCloud[;]” and (4) demonstrate their commitment to small businesses under similar contracts. *Id.*

In discussing the evaluation of quotations under the demonstrated corporate experience factor, the solicitation essentially stated that the agency would assess whether quotations demonstrated corporate experience as required by the instructions to vendors. *See id.* Quotations would be evaluated on a scale of high confidence, some confidence, or low confidence. *Id.* at 130.

To satisfy the demonstrated corporate experience factor, Booz Allen submitted four experience references. Booz Allen AR, Tab E.1, Booz Allen Quotation at 1-6. Particularly relevant to the protest, Booz Allen’s first project reference was for ongoing work performing as a prime contractor on the Treasury Office of the Chief Information Officer (OCIO) Web Support Services (TOWSS) contract. *Id.* at 1-2. Booz Allen described its work on the TOWSS contract as providing “implementation, operations and maintenance [] for 50+ Departmental Offices [] and tenants and support[ing] public-facing web properties.” *Id.* at 1.

In evaluation quotations, the technical evaluation team (TET) found that Booz Allen’s quotation warranted an overall rating of some confidence under the demonstrated corporate experience factor.⁵ Booz Allen AR, Tab F.1, Factor 1 TET Report at 1. This rating was supported by five findings that increased the agency’s confidence and two findings that decreased the agency’s confidence. *Id.* at 1-2. Relevant to the protest, in summarizing the evaluation of Booz Allen’s quotation, the SSAC recognized Booz Allen’s relevant corporate experience performed for the Treasury. Booz Allen AR, Tab F.3, SSAC Recommendation at 12, 16 (Booz Allen’s “background supporting Treasury’s current cloud environment provided them a critical understanding of the cultural and conditional challenges that will be faced”), at 22 (Booz Allen “brought their institutional knowledge of the organization and their successful performance for related cloud services”). Ultimately, the SSAC agreed with the TET that Booz Allen’s quotation

⁵ A rating of some confidence was defined as: “The Government has some confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.” RFQ at 130. In comparison, a rating of high confidence was defined as: “The Government has high confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.” *Id.*

did not warrant the highest possible rating under the demonstrated corporate experience factor and affirmed the rating of some confidence. *Id.* at 16.

In challenging the agency's evaluation under this factor, Booz Allen argues that its quotation merited the highest possible confidence rating because of its relevant experience performing on the Treasury's TOWSS contract. Booz Allen Protest at 9-10; Booz Allen Comments & 2nd Supp. Protest at 11-12. According to Booz Allen, due to its work on the TOWSS contract it has relevant experience managing the hosting for [DELETED] of the 26 applications listed in the instant solicitation as being necessary for the TCloud, and has relevant experience on the remaining [DELETED] applications deriving from work supporting other contracts. Booz Allen Protest at 9. Booz Allen also contends that its work on the TOWSS contract aligns with six of the seven "TCloud Objectives" and eight "Principal Task Areas[.]" *Id.* In sum, the protester argues that its demonstrated corporate experience "should have increased the Agency's confidence" and that the agency unreasonably minimized its Treasury-specific experience. Booz Allen Comments & 2nd Supp. Protest at 11-12.

The agency argues that its evaluation of Booz Allen's quotation was reasonable and consistent with the terms of the RFQ. Countering this protest ground, the agency argues that the terms of the RFQ did not require vendors to demonstrate corporate experience with systems specific to the Treasury, and therefore did not require the agency to award "extra credit" to vendors for having previously worked with the Treasury. Booz Allen MOL at 4-5. The contracting officer explains that the solicitation was concerned with the type of experience demonstrated, not where the experience was earned. Booz Allen COS at 6. As a rebuttal to the substance of Booz Allen's contentions regarding the TOWSS contract, the contracting officer states that Booz Allen's experience "comprises only a portion of the TCloud requirement" and that the TCloud "requirements go far beyond the services Booz Allen provides in terms of depth, breadth, and transformative capabilities." *Id.* at 7.

The record reflects that the agency recognized Booz Allen's quotation as meeting the requirements for the TCloud. Booz Allen AR, Tab F.1, Factor 1 TET Report at 1-2; Booz Allen AR, Tab F.3, SSAC Recommendation at 16, 22. The record further reflects that the agency recognized Booz Allen's Treasury-specific experience. See e.g., Booz Allen AR, Tab F.3, SSAC Recommendation at 22 (Booz Allen "brought their institutional knowledge of the organization and their successful performance for related cloud services"). While the agency recognized Booz Allen's treasury-specific experience, the record shows that the agency concluded such experience was not enough to warrant a rating of high confidence under the demonstrated corporate experience factor given other aspects of Booz Allen's quotation. Booz Allen AR, Tab F.1, Factor 1 TET Report at 1-2 (listing two decreased confidence findings); see also Booz Allen AR, Tab F.3, SSAC Recommendation at 12, 16, 22.

Based on our review of the record, we find no basis to disturb the agency's evaluation conclusions. The record demonstrates that the agency reasonably evaluated Booz Allen's quotation in accordance with the terms of the solicitation. There was no

requirement to rate Booz Allen’s quotation as high confidence because Booz Allen had Treasury-specific experience. We find that Booz Allen has not demonstrated how the agency’s evaluation of its quotation in this regard was somehow contrary to the terms of the RFQ, or otherwise violated applicable procurement law or regulation. This protest ground amounts to disagreement with the agency’s evaluation conclusions. Accordingly, it is denied. See *Citizant, Inc.; Steampunk, Inc., supra* at 5.

Booz Allen also argues that the agency’s evaluation of its quotation under the demonstrated corporate experience factor was unreasonable for ignoring information presented in its quotation. Booz Allen Supp. Protest at 6-13; Comments & 2nd Supp. Protest at 13-14. As explained below, we deny this challenge.

Relevant here, the TET’s evaluation noted the following two findings which decreased the agency’s confidence in Booz Allen under this factor:

- Didn’t demonstrate examples of assessing new requirements and extrapolating requirements from customers (managed services cloud assessment task).
- Didn’t detail ‘how’ they capture, track, and report on how they work with their insights, dashboards, data, etc. to improve performance and decrease costs.

Booz Allen AR, Tab F.1, TET Report at 2.

Booz Allen challenges these findings as unreasonable because, according to Booz Allen, its quotation undisputedly demonstrated examples of meeting these requirements. In this regard, the protester cites language from its quotation which purportedly demonstrates examples that rebut the contested evaluation findings. Booz Allen Supp. Protest at 6-13. For example, in challenging the first finding, the protester includes a chart listing its source of corporate experience and relevant language from its quotation--an excerpt of which is included below for illustrative purposes:

Corporate Experience	Relevant “Assessment of New Requirement” Language
Treasury OCIO Web Support Services (“TOWSS”)	“Managed Services: <u>Conducted assessments for programs including:</u> [DELETED].”

Id. at 6 (citing Booz Allen AR, Tab E.1, Booz Allen Quotation at 1-2).

In response, the agency argues that it reasonably assessed these findings. Booz Allen MOL at 6-7. The agency argues that Booz Allen’s quotation lacked “substance and context” and that this protest ground amounts to disagreement with the agency’s evaluation conclusions. *Id.* at 6.

We conclude that the protester has not provided our Office with a basis to sustain this protest ground. In this regard, the protester cites examples of language from its quotation but does not explain what the cited language means or how that language rebuts the evaluation findings at issue. It is well established that in reviewing a protest challenging an agency's technical evaluation our Office will not reevaluate quotations. *Digital Sols., Inc., supra* at 4. Based on our review of the record, we find the agency's explanation of the evaluation findings at issue to be reasonable, and that the protest ground amounts to disagreement with the agency's evaluation judgments. This protest ground--that both of the cited evaluation findings were unreasonable--is denied.⁶

Leidos's Challenge: Technical and Management Approach Factor

Leidos challenges the agency's technical evaluation under the technical and management approach factor. We conclude that this challenge does not provide our Office with a basis to sustain the protest as Leidos fails to demonstrate competitive prejudice. We discuss our analysis, below.

Competitive prejudice is an essential element of a viable protest. *Ruchman & Assocs., Inc.*, B-415400, B-415400.2, Jan. 2, 2018, 2018 CPD ¶ 1 at 6. Where competitive prejudice is not demonstrated or otherwise evident, we will not sustain a protest, even where a protester may have shown that the agency's actions arguably were improper. *Enterprise Res. Planned Sys. Int'l, LLC*, B-419763.2, B-419763.2, Nov. 15, 2021, 2021 CPD ¶ 374 at 7 n.7.

The agency assessed quotations under the technical and management approach factor as part of phase two of the competition, which required vendors to conduct oral presentations. RFQ at 122-127. Written submissions were not submitted under this factor. *Id.* Relevant to the protest, the RFQ informed vendors that oral presentations were required to: "Discuss [the vendor's] approach for identifying and rapidly introducing innovation into the TCloud service offerings, and how that will lead to improved operational efficiencies, increased service adoption, and increased cost optimizations." *Id.* at 125. The agency's evaluation was to consider how a quotation demonstrated the ability to satisfy all tasks identified in the solicitation. *Id.* at 130-131.

⁶ Booz Allen also argues its quotation exceeded all solicitation requirements and therefore deserved a rating of high confidence. Booz Allen Protest at 10-12; Booz Allen Comments & 2nd Supp. Protest at 12-13. In this regard, the protester notes that it submitted four experience references rather than the required three, its work is not just recent but is ongoing, each of its references exceed the \$9 million minimum by tens of millions of dollars, it offers a large body of resources, and it demonstrated its commitment to exceeding small business requirements. *Id.* Here, we note that nothing in the RFQ required the agency to award a rating of high confidence on these bases. See RFQ at 128-130.

Relevant here, during its oral presentation, Leidos's spokesperson stated the following:

Finally, we have commitments that we are making to you, which [we] talked about earlier. You'll see these throughout our presentation. They're illustrated by the triangles [at] the top right. From that, my [number six] is our commitment to you for a CSP spin billing accuracy of [DELETED] [percent]. Commitment [number seven] is about being cost conscious. We are committing to a [DELETED] [percent] cost savings year over year and a [preproduction] cloud spend cost avoidance of [DELETED] [percent].

Leidos AR, Tab D.3, Leidos Transcript (Tr.) at 7-8.

In evaluating Leidos's approach under the technical and management approach factor, the TET assessed Leidos's quotation with a rating of some confidence based on six findings that increased confidence, six findings that decreased confidence (one of which is the finding at issue), and three additional findings which were categorized as notes and not necessarily positive or negative. Leidos AR, Tab F.2.2, Leidos TET Report at 3-4. The finding at issue reads:

[Leidos] offered a [DELETED] [percent] discount for CSP prices but this will increase costs to the Department, when compared to current costs for the same items, and will decrease net adoption due to the increased cost of service.

Leidos AR, Tab F.2.2, Leidos TET Report at 4. The SSAC agreed with rating Leidos's quotation as some confidence under the technical and management approach factor. Leidos AR, Tab F.4, SSAC Recommendation at 18-19.

Leidos challenges the decreased confidence finding that criticizes its approach for supposedly offering a [DELETED] percent discount on CSP prices. Leidos Protest at 7-9; Leidos Comments & Supp. Protest at 2-4; see Leidos AR, Tab F.2.2, Leidos TET Report at 4. According to Leidos, the reference in its oral presentation to [DELETED] percent cost savings year over year related to operations and maintenance costs, not CSP pricing. Leidos Comments & Supp. Protest at 2-4. The protester argues that this demonstrates a misunderstanding of Leidos's approach, rendering the agency's evaluation of its quotation unreasonable. *Id.* at 4.

The agency concedes that the decreased confidence finding at issue was "poorly worded" but argues that its evaluation was otherwise reasonable. Leidos MOL at 3; Leidos COS at 7. In this regard, the agency contends that its concern was related to "general cost savings discussed by Leidos[.]" and "not about the level of CSP discount[.]" Leidos COS at 7. The agency further argues that even if the decreased confidence finding was not reasonable, there is no possibility that Leidos was competitively prejudiced by such an error because the agency identified a number of other findings that decreased confidence in Leidos's quotation. Leidos MOL at 4-5.

Based on our review of the record, we agree that there is no possibility of competitive prejudice on this basis; therefore, we deny the protest ground.

The record demonstrates that the decreased confidence finding related to CSP pricing discounts was not the only issue affecting the analysis of Leidos's quotation here. The TET report reflects that the agency had multiple concerns with Leidos's approach under this factor, not just the concern related to CSP pricing, and Leidos has not challenged these other findings. In evaluating Leidos's approach here, the TET rated the quotation as some confidence based on 15 total evaluation findings, six of which decreased the agency's confidence. Thus, even if the decreased confidence finding related to the [DELETED] percent CSP pricing discount were to be removed, five uncontested decreased confidence findings would remain.

Moreover, the award recommendation reflects that the SSAC did not cite the decreased confidence finding for the [DELETED] percent CSP discount a single time in the award recommendation. See *generally* Leidos AR, Tab F.4, SSAC Recommendation. The SSAC did cite, numerous times, examples of the uncontested decreased confidence findings to support the evaluation of Leidos's quotation and to support the tradeoff decision between Leidos and SAIC. See *e.g.*, *id.* at 12 ("Leidos missed providing essential details for their [DELETED] approach, a basic element to any cloud offering"), at 19 ("[Leidos's] [DELETED] did not appear to be used within their demonstrated experience leading to the evaluation team's lowered confidence based on Leidos's presentation of unproven capabilities."), at 22 ("On the same note as [DELETED], the evaluation team's evaluation of Leidos found that within their proposed team, they were missing core competencies in cybersecurity.").

We find that even if the agency erred in assessing Leidos's quotation with a decreased confidence finding for supposedly offering a [DELETED] percent CSP pricing discount, correcting this error would not change the results of the competition. The record demonstrates that the finding at issue was one of six decreased confidence findings assessed to Leidos's quotation under the technical and management approach factor, five of which are uncontested. The SSAC's award recommendation did not rely on the contested finding while it did focus on certain of the uncontested decreased confidence findings. We fail to see how removal of this one decreased confidence finding would have changed Leidos's standing in such a way as to put it in line for award. Therefore, we find that Leidos has failed to demonstrate competitive prejudice. Accordingly, we deny this protest ground. See *Ruchman & Assocs., Inc., supra; Enterprise Res. Planned Sys. Int'l, LLC, supra* (no prejudice where the presence of numerous remaining significant weaknesses and weaknesses would support the ultimate evaluation conclusions).

Booz Allen's Challenges: Technical and Management Approach Factor

The agency assessed Booz Allen's quotation with six decreased confidence findings under the technical and management approach factor. The protester challenges them

all. Booz Allen Supp. Protest at 16-19; Booz Allen Comments & 2nd Supp. Protest at 14-22. We have reviewed these challenges and find that none provide a basis to sustain the protest. Below, we discuss a representative sample.

Under this factor, the TET found that Booz Allen's quotation warranted a rating of some confidence based on 14 increased confidence findings and six decreased confidence findings. Booz Allen AR, Tab F.2, TET Report at 1-5. Relevant here, the agency noted the following decreased confidence finding:

Their proposed approach lacked transformation called for in the solicitation that would act as a catalyst for cloud adoption; they did not discuss evolving the current Treasury cloud environment based upon the Treasury and cloud experience they spoke to in their presentation.

Id. at 4.

In summarizing its review of Booz Allen's quotation, the SSAC noted that Booz Allen has "familiarity with the Treasury environment due to support [it] currently provide[s] to the Department," but noted that "[Booz Allen's] offering was ultimately not found to be a catalyst for cloud adoption needed to support Treasury's transformation under TCloud." Booz Allen AR, Tab F.3, SSAC Recommendation at 12. The SSAC noted that Booz Allen's "proposed approach to [DELETED] [] misses the transformative approach required." *Id.* at 16. Further, the SSAC concluded that "While using tested and successful processes [DELETED] is beneficial, the reliance on these methods does not illustrate how [Booz Allen] would evolve beyond the current state and enable Treasury to drive cloud adoption." *Id.* When conducting its best-value tradeoff between Booz Allen and SAIC, the SSAC specifically cited the importance of transformation to the TCloud and noted that Booz Allen lacked a transformational approach. *Id.* at 22-23.

Booz Allen challenges this decreased confidence finding. According to the protester, its approach did not lack transformation and included discussion of evolving the current Treasury cloud environment. Booz Allen Supp. Protest at 17-20; Booz Allen Comments & 2nd Supp. Protest at 21-22. Essentially, the protester explains that its approach built upon "the successful elements of [its] existing [] platform so that transformational activities can begin immediately[.]" Booz Allen Supp. Protest at 18. The protester then cites a series of excerpts from its oral presentation transcript as evidence that it offered a transformational approach. *Id.* at 18-20.

The agency report includes a detailed response to this protest ground. The contracting officer states that in discussing transformation, Booz Allen mentioned certain aspects of the requirement "only as it related to new technologies, processes, and management[,] but not from the perspective of modernization and transformation." Booz Allen COS at 18. The contracting officer further states that modernization and transformation is a "key goal of TCloud, and Booz Allen's solution set lost sight of this goal with their reliance on technology as 'the solution' and by not explaining how the proposed solution sets would result in Treasury transformation and provide value to the Agency." *Id.*

at 18-19. The contracting officer concludes by noting that “Booz Allen failed to discuss [] vital aspects of transformation explicitly stated in the solicitation,” such as the requirement to move to an “as-a-service” business model, and that the agency evaluators exercised their discretion to note this as an area of decreased confidence. *Id.* at 19.

In response to the agency report, Booz Allen alters course. Rather than taking on the substance of the agency’s detailed response, Booz Allen argues that the agency’s consideration of “transformation” represents the application of an unstated evaluation criterion. Booz Allen Comments & 2nd Supp. Protest at 21-22. While Booz Allen does provide a cursory rebuttal of the agency response (“Instead of recognizing that Booz Allen satisfied each of the RFQ’s requirements and gave the Agency high confidence, the Agency placed undue weight on an unstated concept”), it does not provide our Office with a basis to question the agency’s evaluation conclusions or explanations of those conclusions. *Id.*

To the extent that Booz Allen substantively challenges the decreased confidence finding assessed to its quotation under the technical and management approach factor, we deny the protest ground. Booz Allen fails to show how the agency’s evaluation violated the terms of the RFQ, or applicable procurement law or regulation. While Booz Allen’s supplemental protest presented over two pages of excerpts from the transcript of its oral presentation, the protester fails to show what the cited language means or how it specifically addressed the transformation aspects and requirements identified by the agency. We find that this protest ground amounts to disagreement with the agency’s evaluation conclusions. Accordingly, it is denied. See *Citizant, Inc.; Steampunk, Inc.*, *supra* at 5.

To the extent Booz Allen argues that the agency’s consideration of “transformation” represents the application of an unstated evaluation criterion, we dismiss this challenge as an untimely piecemeal presentation. 4 C.F.R. § 21.2(a)(2); *Interactive Info. Sols., Inc.*, B-415126.2 *et al.*, Mar. 22, 2018, 2018 CPD ¶ 115 at 3 (“Our Office will dismiss a protester’s piecemeal presentation of arguments that could have been raised earlier in the protest process.”). In this regard, Booz Allen could have raised this concern based on the information it received in the brief explanation of the award decision, which was delivered on March 10. See Booz Allen Supp. Protest, exh. A, Brief Explanation at 9 (list of decreased confidence findings under the technical and management approach factor). Booz Allen did not raise this challenge until April 24, which was more than 10 days after it knew or should have known of the information giving rise to this concern. Accordingly, we will not consider it.

Leidos’s Allegations of Disparate Treatment

Leidos argues that the agency engaged in a disparate evaluation of quotations, which unreasonably favored SAIC under the technical and management approach factor and the sample tasks factor. Leidos Comments & Supp. Protest at 4-8; Leidos Supp. Comments at 7-11. In this regard, Leidos argues that it proposed substantively

indistinguishable features as compared to SAIC, but SAIC was credited with increased confidence findings while Leidos was not. *Id.* As discussed below, we deny these challenges.

It is a fundamental principle of government procurement that agencies must treat vendors equally, which means, among other things, that they must evaluate quotations in an even-handed manner. *WHR Grp., Inc.*, B-420776, B-420776.2, Aug. 30, 2022, 2022 CPD ¶ 230 at 10. Where a protester alleges unequal treatment in a technical evaluation, we will review the record to determine whether the differences in evaluation results reasonably stem from differences in the quotations. *Amentum Servs., Inc.*, B-419998, B-419998.2, Oct. 22, 2021, 2021 CPD ¶ 371 at 11. To prevail on such a protest ground, a protester must show that the differences in results did not stem from differences between the vendors' quotations. *WHR Grp., Inc.*, *supra*. As explained below, we deny these challenges because Leidos has not made the requisite showing that the agency treated similar aspects of the two quotations differently.

Challenging the agency's evaluation under the technical and management approach factor, Leidos takes issue with an increased confidence finding credited to SAIC's quotation which reads: "Adaptive comms/outreach from Cloud One increased customer participation in things like roadshows, which drove an increased customer adoption." Leidos Comments & Supp. Protest at 4 (citing Leidos AR, Tab F.3.2, SAIC TET Report at 4). According to Leidos, it also proposed adaptive communications and outreach events that had a proven track record of increasing customer adoption but was not credited with increased confidence like SAIC was. *Id.* In response, the agency explains that the competing approaches were "fundamental[ly] different" in that SAIC "stressed the importance of communications and outreach in virtually every component of their presentation," whereas Leidos presented communications and outreach as "a discrete activity and not as an integral function across the entirety of [its] solution." Leidos Supp. COS at 1.

Based on our review of the record, we find no basis to conclude that the vendors were treated unequally here. The record demonstrates that both vendors offered customer outreach and showed customer adoption in some fashion, but they did so in distinguishable manners. For example, SAIC's quotation explained that for communications and outreach, it would "[DELETED] through an [] experience that includes [DELETED]." Leidos AR, Tab G.5, SAIC Tr. at 25. SAIC further explained that "[t]his comprehensive methodology was used at [Cloud One] to better understand our users[]" needs and overcome adoption challenges continuously enabling us to increase our adoption rate sizes [DELETED] [percent] year over year." *Id.* at 26, 45-48. In contrast, Leidos explained that its communications approach is based on the [DELETED] model and stated that "[w]e have successfully utilized this and similar models to gain adoption in the Air Force and at NASA, we create awareness through [DELETED], [DELETED] and [DELETED]." Leidos AR, Tab D.3, Leidos Tr. at 29. On this record, we find that the agency reasonably concluded that while both offerors discussed communications and outreach, SAIC's was more thorough and detailed. We

therefore do not find that the agency disparately evaluated quotations with respect to this issue.

Under the sample tasks factor, Leidos takes issue with an increased confidence finding credited to SAIC's quotation which reads: "SAIC included mitigation as their first step in Scenario 1, which aligns to Treasury security best practices. They consider the full scenario as part of their overall security responsibilities." *Id.* at 7-8 (citing Leidos AR, Tab F.3.2, SAIC TET Report at 5). Leidos contends that its approach also proposed mitigation as its first step in that scenario but was not credited with increased confidence like the SAIC quotation. *Id.*

In response, the agency explains that "there was a significant difference in the way SAIC and Leidos approached mitigation under the sample task." Leidos Supp. COS at 2. In this regard, the contracting officer explains that SAIC discussed mitigation at the outset of the relevant segment which the agency viewed as demonstrating an approach that "aligned with the security and programmatic tenants of the Treasury." *Id.* The contracting officer explains that Leidos's discussion of mitigation at the conclusion of the relevant segment was interpreted by the agency as "not communicat[ing] a logical approach to reducing the Agency's risk as quickly as possible." *Id.*

Based on our review of the record, we find no basis to conclude that the vendors were treated unequally here. While both vendors discussed mitigation, the record reflects substantively different approaches to doing so. *Compare* Leidos AR, Tab G.5, SAIC Tr. at 77-79, 80 (discussing Team SAIC's "comprehensive rapid decision making process" to provide a "repeatable, reliable objective process that identifies potential risks and mitigations."), *with* Leidos AR, Tab D.3, Leidos Tr. at 85-86 ("immediately my team starts to execute the incident response process from our communication plan, which starts with my call to the [office of the chief information officer's] office . . . expect numerous conference calls and a lot of status reporting."), 87-93. Given the differences identified by the agency, we find no basis to disturb the agency's preference for SAIC's method over Leidos's method. Accordingly, these protest grounds are denied.

Challenges to the Best-Value Tradeoff Decision

Leidos and Booz Allen challenge the agency's best-value tradeoff decision. As explained below, we deny or dismiss these challenges.

As previously discussed, the RFQ contemplated the establishment of a BPA under FAR subpart 8.4 procedures, which provide for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Citizant, Inc.; Steampunk, Inc., supra* at 19. Where a price/technical tradeoff is made in an FSS procurement, the source selection decision must be documented to include documentation of the rationale for any tradeoffs made. *Sigmattech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 366 at 11. The extent of such a tradeoff is governed by a test of rationality and consistency with the evaluation criteria. *Citizant, Inc.; Steampunk, Inc.*,

supra at 19. A protester's disagreement with the agency's judgment, without more, does not establish that the best-value tradeoff was unreasonable. *Id.*

Leidos and Booz Allen challenge the agency's best-value tradeoff as unreasonable. Leidos argues that the best-value tradeoff was unreasonable because it failed to give the proper weight to each evaluation factor. Leidos Protest at 12-13; Leidos Comments & Supp. Protest at 17-19. Leidos and Booz Allen both contend that the best-value tradeoff is the unreasonable result of a flawed underlying technical evaluation.⁷ Leidos Protest at 13-14; Leidos Comments & Supp. Protest at 19. Booz Allen Protest at 14-15; Booz Allen Comments & 2nd Supp. Protest at 23. As discussed above, we find that the agency's technical evaluation was conducted reasonably and in accordance with the terms of the RFQ. Therefore, we find that the best-value tradeoff was not based on a flawed underlying evaluation. Below, we discuss the remaining challenge to the best-value tradeoff.

As stated above, Leidos argues that the best-value tradeoff decision was unreasonable because it failed to give each evaluation factor its proper weight. Leidos Protest at 12-13; Leidos Comments & Supp. Protest at 17-19. In raising this challenge, Leidos makes the following key points. First, it notes that the RFQ ranked price as the least important factor. Next, it notes that the RFQ ranked the demonstrated corporate experience factor as more important than the other non-price factors, combined. As Leidos earned a higher confidence rating than SAIC under the demonstrated corporate experience factor, Leidos argues that this should have offset SAIC's higher rating under the technical and management approach factor and SAIC's lower price. *Id.*

Based on our review of the record, we find no basis to disturb the agency's source selection decision on this basis. In this regard, the record demonstrates that the agency conducted a reasonable tradeoff between SAIC and Leidos, thoroughly assessing the merits of the competing quotations in accordance with the evaluation structure described in the RFQ. Particularly relevant here, the best-value tradeoff included the following analysis:

⁷ Booz Allen raised two additional challenges which we dismiss. First, Booz Allen's protest argues that the best-value tradeoff was flawed for allegedly failing to justify paying the price premium associated with SAIC's quotation. Booz Allen Protest at 14-15. Second, Booz Allen's supplemental protest, filed on March 20, argues that the best-value tradeoff was the product of an unreasonable mechanical tradeoff rather than a qualitative analysis. Booz Allen Supp. Protest at 34-35. The agency report substantively responds to these grounds. Booz Allen MOL at 14-15; Booz Allen COS at 26-27. However, Booz Allen's comments on the agency report do not meaningfully address these two challenges. See Booz Allen Comments & 2nd Supp. Protest at 23. Accordingly, we dismiss them as abandoned. 4 C.F.R. § 21.3(i)(3) (GAO will dismiss any protest allegation where the agency's report responds to the allegation but the protester's comments fail to address that response).

Leidos represented vast experience in [demonstrated corporate experience] which excited the evaluation team, as it showed that Leidos adapted many solutions to fit the needs of their wide range of customers. Conversely, SAIC presented a wide range of demonstrated experience but elaborated on fewer examples, with specific detail primarily on the successes of Cloud One. . . . [W]hen Phase II presentations were delivered, the evaluation team recognized why SAIC referenced Cloud One so heavily in [demonstrated corporate experience], and understood that SAIC's approach for TCloud would be very similar to Cloud One. . . . SAIC demonstrated their approach to be proven and repeatable, which is one of the meaningful reasons why SAIC is considered the most highly rated [vendor].

* * * * *

The above technical concerns coupled with the fact Leidos was the most expensive [vendor] (9 [percent] more than SAIC), makes SAIC a better value for award. There would be no added value for additional money spent with Leidos[.]

Leidos AR, Tab F.4, SSAC Recommendation at 21-22.

As the language cited above demonstrates, the agency recognized Leidos's superiority under the most important evaluation factor, but determined that SAIC's technical approach offered at a lower price offered a better value. Based on the terms of the solicitation, we find nothing wrong with such a tradeoff. The agency was not obligated to select Leidos for award solely because Leidos earned a higher confidence rating than SAIC under the most important factor. This protest ground is denied.

The protests are denied.

Edda Emmanuelli Perez
General Counsel