



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Washington, DC 20548

Comptroller General
of the United States

Decision

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Matter of: Accenture Federal Services, LLC

File: B-423859; B-423859.2

Date: January 16, 2026

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DIGEST

1. Protest challenging alleged organizational conflicts of interest is denied where the agency's investigation reasonably concluded either that no conflicts existed or that any conflicts were or could be adequately mitigated, and the agency gave meaningful consideration to all alleged conflicts.

2. Protest challenging the agency's evaluation of proposals is denied where the agency's evaluation was generally reasonable, adequately documented, and in accordance with the terms of the solicitation.

DECISION

Accenture Federal Services, LLC, of Arlington, Virginia, protests the award of a contract to CACI, Inc.-Federal, of Reston, Virginia, under request for proposals (RFP) No. HTC71124RD001, which was issued by the Department of Defense, United States Transportation Command (TRANSCOM) for implementation of the Joint Transportation Management System (JTMS). The protester alleges that CACI should have been excluded from the competition because of unmitigable organizational conflicts of interest (OCIs), and that the agency erred in its evaluation of proposals.

We deny the protest.

BACKGROUND

On June 3, 2024, the agency issued the RFP for implementation of the JTMS, an effort that will involve both changes to business processes as well as the implementation and maintenance of a commercial enterprise resource planning software solution.

Memorandum of Law (MOL) at 2. The RFP contemplated the award of a single indefinite-delivery, indefinite-quantity contract with a 10-year ordering period. Agency Report (AR), Tab 3, RFP at 2. Of note, the RFP provided that the delivery and task orders to be placed under the contract would be priced on a variety of bases including, but not limited to fixed-price, fixed-incentive, cost-reimbursement, cost-plus-incentive-fee, cost-plus-fixed-fee, labor-hour, and time-and-materials. *Id.*

The RFP contemplated a phased evaluation approach with an advisory down-select. *Id.* at 82. Specifically, in phase I, offerors would provide a proposal addressing, among other things, their technical capability and corporate experience and program management proposals. *Id.* at 84. The agency would evaluate phase I proposals and then advise offerors whether they were likely to be successful in phase II. *Id.* at 86. The RFP explained that phase II proposals should address each offeror's technical approach, a solution demonstration, small business participation, and cost/price. RFP at 84. The RFP provided that award would be made on a best-value tradeoff basis among these factors. *Id.* at 100. The relative importance of the technical factors was, in descending order of importance: (1) technical approach; (2) technical capability; (3) corporate experience and program management; and (4) solution demonstration.¹ *Id.* Collectively, these factors were more important than cost/price. *Id.*

Each of the first three non-price factors were to be assigned one of the following combined technical/risk ratings: outstanding; good; acceptable; marginal; or unacceptable. *Id.* at 101-103. By contrast, solution demonstrations were to be assigned one of the following confidence ratings: very high confidence; high confidence; moderate confidence; or low confidence. RFP at 103. Additionally, the RFP provided for an evaluation of price for completeness, reasonableness, and realism, as well as an evaluation of each offeror's professional compensation plans. *Id.* at 104.

Concerning the solution demonstration evaluation criterion, the RFP provided that each offeror would provide a real-time, functional demonstration of their proposed solution for both (1) transportation execution and monitoring, and (2) funds control. *Id.* at 93. The RFP required that this demonstration "shall" comprehensively address all the requirements outlined in several specific scenarios, which the agency would use to assess the potential user experience with the proposed solution. *Id.* Specifically, the agency was to assess its level of confidence the offeror's solution would result in a

¹ The small business participation factor was evaluated on an acceptable/unacceptable basis and was not included in the tradeoff. RFP at 100.

functional and usable product that practically addresses the Department of Defense's complex operational scenarios. *Id.*

The agency initially received five phase I proposals, of which three received a notice recommending they move on to phase II. MOL at 8, 10. All three offerors that received the recommendation to proceed submitted phase II proposals, including Accenture and CACI. *Id.* Following an initial evaluation, the agency concluded that both Accenture's and CACI's proposals included deficiencies and so were unawardable; therefore, the agency elected to establish a competitive range and open discussions with all offerors. MOL at 12-13. The agency conducted multiple rounds of discussions with all offerors, including several cost/price related discussion notices for both Accenture and CACI where the agency identified discrepancies and specific rates that were potentially unrealistic or unreasonable. *Id.* at 16-17. As part of discussions, the agency provided each offeror their initial ratings and complete evaluations for all non-price factors, as well as identifying specific issues with their proposals through evaluation notices. *Id.*

Both offerors responded to discussions by revising their proposals and providing additional information, resolving the identified deficiencies as well as the agency's cost and pricing concerns. *Id.* at 25. After several rounds of discussions and revisions, the agency concluded discussions and requested final proposal revisions, if any. *Id.* Relevant here, Accenture made no further revisions to its proposal, but CACI revised its cost/price proposal by reducing its proposed labor rates for certain order types by reducing the associated profit or fee burden for those rates, as well as reducing its proposed profit/fee percentages for other order types. MOL at 25-26. Of note, CACI did not revise its technical or non-price proposals, and these late revisions had the effect of reducing CACI's evaluated price. *Id.* The agency then conducted an additional price evaluation of CACI's cost/price proposal, and concluded that CACI's revised labor rates remained fair, reasonable, and realistic, in large part because the agency concluded that CACI's reductions solely represented reductions in its profit or fee, and did not result in reductions to the underlying direct labor rates or professional compensation. AR, Tab 143, Final Cost/Price Evaluation at 16-17.

As to Accenture and CACI, their final evaluation results were as follows:

	Accenture	CACI
Technical Approach	Good	Outstanding
Technical Capability	Good	Good
Corporate Experience and Program Management	Outstanding	Outstanding
Solution Demonstration	Very High Confidence	High Confidence
Small Business Participation	Acceptable	Acceptable
Cost/Price	\$821,769,990	\$756,783,970

MOL at 26.

Following the evaluation, the agency concluded that CACI's proposal was the most highly rated proposal with respect to technical capability, the most important factor, and CACI's proposal offered considerable technical benefits over the other two proposals, which were not outweighed by the advantages of those other proposals. AR, Tab 151, Source Selection Decision Document (SSDD) at 14. In addition to those technical advantages, CACI's proposal was the lowest-priced. *Id.* Accordingly, the agency concluded that it could not justify paying a price premium that the agency concluded was disproportionate to any "benefits associated with the proposed margin of service superiority," and selected CACI's proposal as the best-value. *Id.*

Following the decision, the agency conducted a responsibility determination for CACI and reviewed both CACI and its subcontractors for any organizational conflicts of interest (OCIs).² AR, Tab 156, OCI Analysis at 1. Relevant to this protest, CACI's proposal included a certification that it believed that it did not have any unmitigated actual or potential OCIs and neither did its subcontractors. AR, Tab 120, CACI Business Proposal at 34. However, CACI's proposal also discussed specific individuals who previously worked for the government as well as any mitigations it had undertaken concerning those individuals, and also explained why, in CACI's view, a specific contract it had previously performed did not represent a source of OCIs. *Id.* at 34-35.

In the agency's review, the agency methodically identified any contracts held by CACI or CACI's proposed subcontractors with TRANSCOM over the last ten years and

² The solicitation and the record refer to these conflicts as both OCIs and organizational and consultant conflicts of interest interchangeably. See, e.g., AR, Tab 156, OCI Analysis at 1 (using both phrases interchangeably). In this decision we uniformly adopt the term OCIs to avoid confusion.

analyzed those contracts for potential OCIs. AR, Tab 156, OCI Analysis at 3-11. The contracting officer documented her evaluation, concluding that these contracts either did not have the potential to present OCIs or were appropriately mitigated at this time. *Id.* at 11.

For example, the agency identified a financial services contract held by one of CACI's subcontractors (Subcontractor 1) that could potentially result in that subcontractor having either an unequal access to information or biased ground rules OCI because that contract involves access to financial information potentially relevant to this effort, as well as advising on the design of financial controls and processes that could affect the implementation of JTMS. *Id.* at 7-8. However, the contracting officer concluded that no unequal access to information or biased ground rules OCI existed. *Id.*

First, concerning unequal access to information, the agency provided a detailed "bidder's library" with the solicitation that included the majority of any non-public information that Subcontractor 1 would have had access to, and concluded that any additional non-public information not included in the bidder's library was not significant to the current procurement. *Id.* More significantly, Subcontractor 1 only began performance of the financial services contract in September of 2024, well after the current solicitation was issued and phase 1 offers had already been submitted, which limited the potential harm from any potential unequal access to information OCI and effectively eliminated the possibility for a biased ground rules OCI. AR, Tab 156, OCI Analysis at 7-8. Accordingly, the agency concluded that no actual or potential OCIs existed for Subcontractor 1 that affected the award of this specific contract award, but as a precaution, the agency concluded that it would seek an OCI mitigation plan from Subcontractor 1 to avoid even the potential of an OCI concerning future procurements, and that the contracting officer would take appropriate action if an actual or potential OCI arose in the future. *Id.*

Similarly, the agency identified another of CACI's subcontractors (Subcontractor 2) that had two contracts which the agency identified as initially having the potential to create unequal access to information OCIs. *Id.* at 5-6. First, Subcontractor 2 holds a contract on which it provides analytical support for TRANSCOM's information technology (IT) development capability investment management function. *Id.* The contracting officer concluded that Subcontractor 2 has access to sensitive non-public information as part of that contract, that could, without mitigation, create a potential OCI. AR, Tab 156, OCI Analysis at 5-6. However, the contracting officer also concluded that the government and subcontractor 2 had previously implemented measures to mitigate those potential issues through segregation of duties, firewalls, non-disclosure agreements, and management oversight. *Id.* Accordingly, the agency considered this potential OCI to be reasonably mitigated. *Id.*

The agency also identified a separate potential OCI stemming from a contract that Subcontractor 2 performed in which it provided portfolio management support for the TRANSCOM Chief Operating Officer, which could have provided Subcontractor 2 with non-public procurement information. *Id.* However, the agency concluded that the

contract in question was completed in 2022, well before the acquisition planning and release of the solicitation for this procurement, and so any potential non-public information was now outdated and no meaningful OCI existed that would provide an unfair competitive advantage on this procurement. *Id.*

Following this review, the agency concluded that CACI does not have any apparent OCIs, and that any identified potential conflicts have been adequately addressed through mitigation measures or otherwise could effectively be mitigated in the future to the extent any subsequent task orders presented potential conflicts. *Id.* at 11. Accordingly, the agency made an affirmative responsibility determination and made award to CACI. This protest followed.

DISCUSSION

The protester challenges the agency's award decision in numerous respects. First, the protester contends that the agency erred in evaluating CACI's potential OCIs. Comments and Supp. Protest at 3-34. Specifically, the protester contends that CACI falsely certified its proposal as not having any actual or potential OCIs and failed to include a required OCI mitigation plan and therefore should have been deemed unawardable. *Id.* Additionally, the protester argues that the agency did not reasonably consider the potential OCIs created by CACI's subcontractors, which are unmitigated and unmitigable. *Id.* Second, the protester argues that the agency erred in evaluating the parties' respective solution demonstrations. *Id.* at 34-39. Third, the protester argues that the agency failed to adequately evaluate CACI's cost/price reductions following discussions. *Id.* at 39-48. Finally, the protester argues that the agency failed to recognize dozens of strengths or significant strengths in its proposal, and so its technical proposal should have received a significantly higher rating.³ *Id.* at 48-63. We address these arguments in turn.⁴

³ In its initial protest, Accenture also challenged the agency's price risk assessment and argued the agency held misleading discussions with Accenture concerning Accenture's price. However, in its comments on the agency report, the protester withdrew these protest grounds. See Comments and Supp. Protest at 2 n.2.

⁴ The protester advances certain additional collateral arguments not addressed in this decision. We have considered all of these arguments and conclude that none of them provide a basis on which to sustain the protest. For example, the protester argues that the agency improperly discounted its advantage under the solution demonstration evaluation factor in the best-value tradeoff. However, the agency's SSDD reflects that the agency specifically acknowledged Accenture's advantage on that less heavily-weighted evaluation factor but concluded that the advantage did not outweigh other substantive technical advantages of CACI's proposal, including on the most heavily weighted factor, which was also lower-priced than Accenture's proposal.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their

(continued...)

OCIs

The protester advances three distinct OCI related arguments concerning CACI's proposal. First, the protester contends that CACI falsely certified its proposal as not having any actual or potential OCIs and failed to include a required OCI mitigation plan as part of its proposal submission. Comments and Supp. Protest at 3-34. The solicitation specifically required offerors to include an OCI mitigation plan, and therefore the protester argues that CACI's proposal should have been found to be unawardable because it failed to meet a material requirement of the solicitation. Comments and Supp. Protest at 3-34. Additionally, the protester argues that the agency did not reasonably consider the potential OCIs created by CACI's subcontractors, Subcontractor 1 and Subcontractor 2, which are, in the protester's view, unmitigated and unmitigable. Comments and Supp. Protest at 3-34. In this regard, the protester argues that the agency itself identified unmitigated potential unequal access to information or biased ground rules type OCIs in its OCI analysis and also failed to reasonably consider whether impaired objectivity OCIs existed for these subcontractors, which could not be mitigated by firewalls and non-disclosure agreements. *Id.*

The FAR instructs agencies to avoid, neutralize, or mitigate significant OCIs before contract award so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.501, 9.504, 9.505. Subpart 9.5 of the FAR, and our Office's decisions, broadly categorize OCIs into three groups: biased ground rules; unequal access to non-public information; and impaired objectivity.

A biased ground rules OCI may arise where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract by, for example, writing or providing input into the

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judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Integrity Mgmt. Consulting, Inc.*, B-418776.5, June 22, 2021, 2021 CPD ¶ 245. When reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *The SI Organization, Inc.*, B-410496, B-410496.2, Jan. 7, 2015, 2015 CPD ¶ 29 at 14.

Here, the record reflects fulsome consideration of the strengths and weaknesses of both Accenture's and CACI's proposal, and CACI's proposal was both lower-priced and more highly rated on the most important non-price factor, while the solution demonstration factor, on which Accenture was more highly rated, was the least important non-price factor. AR, Tab 151, SSDD at 14. Accordingly, we see no basis to conclude the agency's best-value tradeoff was unreasonable because the agency preferred a proposal that was both lower-priced and presented significant technical advantages.

specifications or statement of work. FAR 9.505-1, 9.505-2. In these cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. *Energy Sys. Group*, B-402324, Feb. 26, 2010, 2010 CPD ¶ 73 at 4. An unequal access to information OCI exists where a firm has access to non-public information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Tatitlek Techs., Inc.*, B-416711 *et al.*, Nov. 28, 2018, 2018 CPD ¶ 410 at 4. The concern regarding this type of OCI is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the government, or source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. FAR 9.505(b); *Phoenix Mgmt., Inc.*, B-406142.3, May 17, 2012, 2013 CPD ¶ 154 at 3 n.6. Finally, an impaired objectivity OCI exists where a firm's work under one government contract could entail evaluation of itself, either through an assessment of performance under another contract or an evaluation of proposals. FAR 9.505-3; *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, 2021 CPD ¶ 342 at 17; *Strategic Mgmt. Sols., LLC*, B-416598.3, B-416598.4, Dec. 17, 2019, 2019 CPD ¶ 426 at 5.

A protester must identify "hard facts" that show the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *ViON Corp.; EMC Corp.*, B-409985.4 *et al.*, Apr. 3, 2015, 2015 CPD ¶ 141 at 10; *see also Turner Constr. Co., Inc. v. United States*, 645 F.3d 1377, 1387 (Fed. Cir. 2011). Once it has been determined that an actual or potential OCI exists, the protester is not required to demonstrate prejudice; rather, harm from the conflict is presumed to occur. See *McCarthy/Hunt, JV*, B-402229.2, Feb. 16, 2010, 2010 CPD ¶ 68 at 10; *Department of the Navy--Recon.*, B-286194.7, May 29, 2002, 2002 CPD ¶ 76 at 12 (where protest establishes facts that constitute a conflict or apparent conflict, we will presume prejudice unless the record affirmatively demonstrates its absence).

The identification of a conflict of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Bhate Environmental Assocs., Inc.*, B-422557.2, B-422557.3, Jan. 3, 2025, 2025 CPD ¶ 21 at 13. In reviewing protests that challenge an agency's conflict of interest determination, GAO reviews the reasonableness of the determination; where an agency has given meaningful consideration to whether a conflict exists, GAO will not substitute its judgment for the agency's judgment, absent clear evidence that the agency's conclusion is unreasonable. *Leidos, Inc.*, B-417994, Dec. 17, 2019, 2019 CPD ¶ 425 at 8; *Superlative Techs., Inc.; Atlantic Sys. Group, Inc.*, B-415405 *et al.*, Jan. 5, 2018, 2018 CPD ¶ 19 at 5.

In response to the protester's first argument concerning CACI's proposal and OCI mitigation plan, the agency notes that CACI's proposal included a certification that it did not believe that either it or its subcontractors had unmitigated actual or potential OCIs and specifically discussed a contract that could pose a potential OCI, but that CACI believed did not actually represent an OCI. Supp. MOL at 3-6. CACI also identified former government personnel in its employ and identified mitigation measures for those

employees. *Id.* For these reasons, the agency contends that CACI's proposal clearly met the solicitation's requirement to identify potential or actual OCIs and propose an OCI mitigation plan as appropriate. *Id.*

Moreover, the agency notes that, while the contracting officer conducted an independent OCI review that identified additional contracts that might pose an OCI concern, the contracting officer ultimately concluded that CACI and its subcontractors did not have any unmitigated actual or potential OCIs. *Id.* That is, CACI's certification was ultimately consistent with the agency's evaluation findings which supports CACI's good faith belief that it did not have unmitigated OCIs. *Id.*

In response, the protester argues that CACI falsely represented that neither it, nor its subcontractors have actual or potential OCIs, and failed to include an OCI mitigation plan in its proposal as required by the RFP. Supp. Comments at 3-26. The protester notes that, contrary to the agency's representation, the agency's investigation found several potential OCIs that CACI failed to disclose or mitigate. *Id.* Accordingly, the protester contends that CACI's proposal failed to meet the requirements of the RFP to disclose OCIs and propose a mitigation plan. *Id.*

The protester's arguments on this point are without merit. While the protester is correct that the agency's investigation identified several contracts that could have the potential to raise OCIs, the agency also concluded that each of those potential OCIs was either already mitigated or did not actually represent significant potential for an OCI. The protester believes that CACI's subcontractors have unmitigated, and unmitigable OCIs, but CACI and the agency both reasonably reached the opposite conclusion.

Significantly, even if we agreed with the protester that such unmitigated OCIs existed, which as discussed below we do not, that would not, of necessity render CACI's proposal materially deficient--CACI's proposal included a good faith representation concerning OCIs, and that representation was ultimately consistent with the agency's own independent OCI review. Moreover, while the solicitation required offerors to propose OCI mitigation plans, if applicable, CACI's proposal explained why it believed it did not have OCIs and affirmatively explained that it was not including a mitigation plan for that reason. AR, Tab 120, CACI Business Proposal at 34. On these facts, we see no basis to conclude that CACI's representation was false, offered in bad faith, or that CACI failed to include required information concerning OCIs in its proposal.

Turning to the protester's arguments concerning Subcontractor 1, the protester contends that Subcontractor 1's work on a financial services contract for TRANSCOM creates the potential for all three varieties of OCI. Comments and Supp. Protest at 3-34. First, the protester alleges that Subcontractor 1 has access to competitively useful non-public information through its work on the financial services contract which presents an unequal access to information OCI. *Id.* Additionally, the protester contends that Subcontractor 1's financial services contract involves performing "requirement definition" as well as various oversight activities, including for JTMS, which creates both the possibility for biased ground rules and impaired objectivity OCIs. *Id.*

First, concerning the potential for an unequal access to information OCI, the agency explains that it provided a detailed bidder's library with the solicitation that included the majority of any non-public information that Subcontractor 1 would have had access to, and any additional non-public information not included in the bidder's library was not significant to the current procurement. *Id.* More significantly, Subcontractor 1 only began performance of the contract in question in September of 2024, well after the solicitation for this procurement was issued and phase 1 offers had already been submitted, which eliminated the possibility for a biased ground rules OCI and further limited the potential harm from any unequal access to information. *Id.* Additionally, the agency explained that the financial services contract also required Subcontractor 1's employees to sign non-disclosure agreements concerning any non-public information. *Id.* Accordingly, the agency concluded that no actual or potential unequal access to information or biased ground rules OCIs existed for Subcontractor 1 that affected the award of this specific contract. AR, Tab 156, OCI Analysis ("To the best of my knowledge, based on currently available information, no OCI exists today that provided CACI an unfair competitive advantage.")

Additionally, as to the alleged impaired objectivity OCI, the agency explains that the protester mischaracterizes the scope of Subcontractor 1's financial services contract. MOL at 47-55; Supp. MOL at 6-13. Specifically, the agency explains that Subcontractor 1's financial services contract does not involve defining contract requirements for JTMS but rather involves providing advice and assistance researching and resolving financial audibility issues between transportation and financial systems. *Id.* That is, the contract will involve collaborating with the JTMS contractor but not overseeing or managing them. *Id.*; see also AR, Tab 156, OCI Analysis at 8 ("[Subcontractor 1's] role is advisory and does not involve decision-making that would inherently give CACI an unfair advantage."). Similarly, the "contract oversight" described in Subcontractor 1's contract concerns the requirement for Subcontractor 1 to manage its own contract performance and does not involve managing or evaluating performance for JTMS. MOL at 47-55; Supp. MOL at 6-13. In short, the agency contends that there are no significant actual or potential OCIs arising from Subcontractor 1's financial services contract at this time. *Id.*

Notwithstanding its conclusion that there were no significant actual or potential OCIs based on the nature of Subcontractor 1's existing contract and proposed role on this contract, the agency considered that there was one potential aspect of Subcontractor 1's current performance that could potentially pose hypothetical unfair competitive advantage concerns. Specifically, Subcontractor 1 under its current contract participates in the review of current ("as-is") processes and assists in defining future ("to-be") processes. AR, Tab 156, OCI Analysis at 7. The agency concluded that these activities could not have provided CACI with an unfair competitive advantage on the current contract. Specifically, as explained above, the agency concluded that Subcontractor 1's role was only advisory in nature, its performance only began after the submission of Phase 1 proposals, and the agency made relevant materials available to all offerors in the bidder's library. *Id.* at 8. While the agency concluded that no actual or

significant potential OCI existed (that was not otherwise adequately mitigated), the agency nevertheless would, as a precaution, seek an OCI mitigation plan from Subcontractor 1 to avoid even the hypothetical possibility of an OCI arising under future work, and that the contracting officer would take appropriate action if an actual or potential OCI arose in the future, to include legal or administrative remedies, removal of Subcontractor 1 from CACI's team, or additional restrictions. *Id.*

In response, the protester raises two principal objections. First, the protester argues that, contrary to the agency's arguments, the agency has affirmatively identified a potential OCI related to Subcontractor 1, as evidenced by the agency's intent to seek an OCI mitigation plan.⁵ Supp. Protest at 3-26. In this regard, the protester argues that, while the agency contemplates potentially removing Subcontractor 1 from CACI's team if necessary, the agency did not evaluate CACI's technical proposal in the absence of Subcontractor 1, so has no basis to conclude that CACI could perform the effort as proposed without that subcontractor. *Id.* Second, the protester argues that the agency did not, either contemporaneously or during this protest, reasonably consider the possibility of an impaired objectivity OCI concerning Subcontractor 1. *Id.* This is

⁵ Collaterally, the protester raises a lengthy argument that the FAR prohibits agencies from making award where there are either actual or potential OCIs, and the fact that the agency identified the possibility of an OCI arising in the future concerning Subcontractor 1 is, necessarily, the identification of a "potential" OCI. Supp. Comments at 3-7 (*citing* FAR 9.502(c), 9.504). Accordingly, the protester argues that the agency's legal position is internally inconsistent because the agency's own analysis clearly identified a potential OCI that required mitigation before award. *Id.* at 4. In this regard, the protester argues that the agency "fails to comprehend what a potential [OCI] actually is," and that the agency's "lack of comprehension, rather than a genuine legal or factual dispute" is driving the agency's OCI analysis and legal strategy. *Id.* at 4, 22.

The record does not support the protester's arguments that the agency's conclusions stem from a lack of comprehension of the regulatory regime; rather the protester's arguments themselves ignore important qualifying language in the FAR. Specifically, FAR section 9.504 does not require that "all" or "any" actual or potential OCIs must be mitigated before award; rather, the provision requires that contracting officers must "avoid, neutralize, or mitigate *significant* potential conflicts before contract award." FAR 9.504(a)(2) (emphasis supplied). In this case, the agency's analysis concluded that there were no significant current or potential OCIs concerning this procurement, but that there was a possibility an OCI could potentially arise at a future time concerning Subcontractor 1. AR, Tab 156, OCI Analysis at 7-8. That is, the agency concluded that there was a possibility of an OCI that could arise in the future, but that the remoteness of the possibility, coupled with its scope, did not rise to the level of a significant potential OCI that needed to be mitigated before award. Even so, the agency, out of an excess of caution, indicated that it would nonetheless seek to preemptively mitigate that possibility. The agency's position is neither internally inconsistent nor inconsistent with the FAR's requirements.

significant because such an OCI cannot be mitigated by non-disclosure agreements or firewalls because an impaired objectivity OCI is inherent to the organization. *Id.*

In response, the agency explains that it stands by its conclusion that there are no significant actual or potential OCIs that affect this contract award. Supp. MOL at 6-13. Additionally, the agency notes that this award is for an IDIQ contract, where the scope of actual performance will be identified and negotiated at the execution of each task order. *Id.* As a result, CACI identified general areas of performance for which Subcontractor 1 might perform in its proposal, but did not propose Subcontractor 1 to perform any specific tasks. *Id.* Accordingly, it is not clear at this time what, if any, tasks CACI will actually employ Subcontractor 1 to perform. *Id.* The agency notes that it will review CACI's proposed approach to the specific performance of any task orders at the time of task order negotiation and award and should any potential or actual OCIs arise at that time, the agency will take appropriate action. *Id.* Additionally, the agency argues that the scope of Subcontractor 1's financial services contract simply does not involve evaluating its own or CACI's work under this effort, rather it only performs an advisory and consulting role, and so no impaired objectivity OCI exists.⁶ *Id.*

As noted above, the identification of a conflict of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Bhate Environmental Assocs., Inc., supra.* In reviewing protests that challenge an agency's conflict of interest determination, GAO reviews the reasonableness of the determination; where an agency has given meaningful consideration to whether a conflict exists, GAO will not substitute its judgment for the agency's judgment, absent clear evidence that the agency's conclusion is unreasonable. See *Leidos, Inc., supra.*

Here, the agency has given meaningful consideration to the existence of actual and significant potential OCIs and reasonably concluded that none exist at this time. That said, the protester is correct that the agency proactively noted that, while the timing of Subcontractor 1's performance effectively prevented certain OCIs from affecting the current award, there could be a hypothetical possibility that an unequal access to information or biased ground rules OCI could potentially arise under certain future task orders, and so the agency proposed to take additional mitigation steps as a precaution. This is precisely what the FAR requires contracting officers to do: to proactively identify

⁶ The protester argues that the agency has inappropriately supplemented its contemporaneous OCI evaluation, and that we should disregard *post hoc* statements offered by the agency in the heat of litigation. See, e.g., Comments and Supp. Protest at 26-27. However, our decisions are clear that an agency may provide information and analysis regarding the existence of a conflict of interest at any time during the course of a protest, and we will consider such information in determining whether the agency's determinations are reasonable. See, e.g., *McTech Corp.*, B-406100, B-406100.2, Feb. 8, 2012, 2012 CPD ¶ 97 at 7; see also *Turner Constr. Co., Inc. v. United States*, 645 F.3d 1377, 1386-87 (Fed. Cir. 2011) (stating that an agency's post-protest investigation and analysis of an OCI should be considered in the resolution of protests).

and evaluate potential OCIs as early as possible. FAR 9.504(a)(1). The agency's conclusion that there are not currently actual or significant potential OCIs that affect this award is not unreasonable and given that, although currently the agency does not anticipate the possibility for material OCI concerns, the specific contours of performance will only be definitized by future task orders, we think the agency's approach of assessing and mitigating for OCIs at that time is unobjectionable.

Finally, while the protester disagrees with the agency's conclusion regarding the possibility of an impaired objectivity OCI, the agency explained in its pleadings that it gave meaningful consideration to the possibility of such an OCI and explained why the agency concluded that the contracts in question do not involve Subcontractor 1 or CACI evaluating their own performance. On the record before us, we see no basis to disturb the agency's judgment.

Next, the protester argues that Subcontractor 2 also has unmitigated unequal access to information, biased ground rules, and impaired objectivity OCIs arising from the two contracts identified by the agency in its OCI investigation. Comments and Supp. Protest at 3-34. The protester alleges that the agency concedes that Subcontractor 2 has unequal access to information OCIs but erroneously concluded that such unequal access was mitigated on the basis of mitigation measures not supported by the record. Comments and Supp. Protest at 3-34. Additionally, the protester contends that the agency did not give meaningful consideration to the possibility of biased ground rules or impaired objectivity type OCIs for Subcontractor 2. Comments at Supp. Protest at 3-34.

Preliminarily, we note that Subcontractor 2 completed performance of one of the two contracts at issue in 2022, approximately three years prior to the current award and more than two years before this procurement began. AR, Tab 156, OCI Analysis at 5-6. While the agency initially identified the possibility of an unequal access to information OCI concerning this contract, given the age of the information, the agency concluded that the information would not provide an unfair competitive advantage and no meaningful unequal access to information OCI existed concerning that contract. *Id.* This is a reasonable conclusion on these facts, and the protester has provided no basis to suggest that the agency's conclusion concerning the potential unequal access to information OCI was clearly unreasonable.

Further, we note that the protester has simply not explained how performance of this specific contract, that ended several years prior to this procurement, could result in a biased ground rules OCI, much less an impaired objectivity OCI, that would affect the current procurement. While the protester suggests that such OCIs *could* arise on these facts, the protester has not explained, for example, how performance of a several-year-old completed contract could lead to CACI or its subcontractors evaluating their own performance under the JTMS contract in a way that would give rise to an impaired objectivity OCI. Our decisions are clear that OCI allegations require "hard facts" and that supposition or inference are not adequate. *ViON Corp.; EMC Corp., supra.* On the record before us, we do not believe the protester has offered the requisite hard facts

concerning its biased ground rules or impaired objectivity OCI allegations regarding this contract and so dismiss those allegations.

Turning to the second portfolio management contract, the agency concluded that Subcontractor 2 had access to non-public information that could potentially provide a competitive advantage in future procurements, but that this unequal access to information OCI was appropriately mitigated by previously implemented measures to include segregation of duties, firewalls, OCI training, disclosure agreements, and management oversight. AR, Tab 156, OCI Analysis at 5-6. The agency explained that these mitigation measures were in place effectively mitigating this potential unequal access to information OCI, and so any issue was addressed prior to contract award. Supp. MOL at 9-11.

Moreover, concerning biased ground rules or impaired objectivity OCIs, the agency explained that the portfolio management contract does not involve supporting or overseeing the JTMS program at issue in this procurement or accessing any data related to it, so the contracting officer likewise found no basis to find even the potential for a biased ground rules or impaired objectivity OCI. *Id.* We see no basis to question the agency's investigative conclusion that there is no unmitigated OCI resulting from this contract. The agency gave meaningful consideration to the possibility of an unequal access, a biased ground rules and impaired objectivity OCI resulting from this contract and reasonably concluded that any such OCIs were adequately mitigated.

Further, while the protester contends that the agency did not meaningfully contemporaneously consider the possibility of an impaired objectivity OCI with respect to Subcontractor 2's portfolio management contract, we note that the protester has simply not identified hard facts that could lead to an impaired objectivity OCI. The protester simply asserts that the scope of the portfolio management contract includes oversight, management, and assessment activities that "may include" evaluating CACI's and Subcontractor 2's own performance under this requirement, but it is not clear from the record that the contract involves conducting oversight or management of the JTMS contract in any way, and, indeed, the agency specifically represents that it does not. Comments and Supp. Protest at 19. In short, the protester has not provided hard facts supporting its allegation of a potential impaired objectivity OCI stemming from this contract, and that portion of the allegation is dismissed.

Solution Demonstration

Next, Accenture argues that the agency's evaluation of CACI's solution demonstration was critically flawed. Comments and Supp. Protest at 34-39. Specifically, the protester argues that CACI's solution demonstration failed to meet mandatory requirements of the solicitation and should therefore have rendered CACI's proposal ineligible for award. *Id.* In this regard, the protester notes that the RFP required that each offeror perform a demonstration that comprehensively addressed all the requirements outlined in specific scenarios. *Id.* However, the protester notes that the agency evaluators concluded that CACI's solution demonstration comprehensively addressed the approximately 40

requirements outlined in the scenarios, with the exception of two requirements related to funds control. *Id.* Specifically, the evaluators concluded that certain aspects of the two requirements were not clearly demonstrated, noting, for example, that override capability, in particular, was not demonstrated. *Id.*

This failure to demonstrate all required capabilities, the protester argues, was fatal, as the RFP required that all offerors comprehensively address all of the requirements. *Id.* Significantly, the protester notes that this evaluation finding was provided to CACI during discussions, and CACI was provided an opportunity to re-demonstrate any aspects of its solution demonstration, and CACI declined to respond to that evaluation notice. *Id.* By failing to address these two requirements, CACI failed to meet clearly stated material solicitation requirements, and accordingly should have been ineligible for award instead of receiving a rating of high confidence for its solution demonstration. *Id.*

The agency responds that the protester mischaracterizes the record. Supp. MOL at 14-17. While the agency concluded that two aspects of CACI's solution were not as clearly demonstrated as other aspects of its solution, the evaluators did not conclude that CACI failed entirely to demonstrate those aspects. *Id.* Moreover, the evaluators concluded that these demonstration failures reduced the agency's overall confidence in CACI's solution and formed part of the reasoning for why CACI was assigned a rating of high confidence rather than very high confidence. *Id.* Lastly, the agency explains that the RFP did not contemplate that solution demonstrations would be rated in an "all or nothing" fashion, but rather on a confidence spectrum. *Id.* That is, unlike other technical factors, there was no "unacceptable" rating for solution demonstrations. *Id.* The agency argues that these RFP provisions make it clear that the agency did not intend to treat each demonstration sub-element as a material solicitation requirement. *Id.*

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. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 9. 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 procurement statutes and regulations. *Mission Essential, LLC*, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281 at 5; *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish an agency acted unreasonably. *CSRA LLC, supra*; see also *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 6 (denying protest expressing subjective disagreement with respect to the weight assigned to evaluated concerns).

In this case, the agency is correct that the contemporaneous record reasonably reflects that CACI's demonstration did not fail to address material solicitation requirements. Rather, CACI's demonstration partially addressed, but failed to fully address, certain

aspects of the requirements to the agency's satisfaction. See AR, Tab 141, CACI Factor 4 Evaluation at 3 (explaining that “[t]he auditability and compliance aspects of [information technology functional requirements] 032 and 041 were *not as clearly demonstrated* relating to the capability to allow for funds control exceptions,” and “[t]he offeror *stated override capability would be included*, but the capability was not demonstrated”) (emphasis added). That is, the record does not suggest that CACI’s demonstration did not address these elements at all, but rather that they were not demonstrated to the agency’s satisfaction. *Id.* The agency concluded that CACI’s demonstration was not perfect and did not perfectly address all requirements but comprehensively addressed the vast majority of the requirements. *Id.*

While reasonable minds can differ about the significance of such demonstration failures, in this case, the agency evaluators considered CACI’s failure to fully address these aspects as a weakness of its demonstration, and accounted for it in their evaluation, which is both reasonable and consistent with the solicitation’s confidence-based evaluation scheme for this evaluation factor. See *Id.* (explaining that although certain aspects were not “comprehensively addressed as part of the demonstration, the overall capabilities demonstrated will minimize corrective actions needed.”); see also *Kilda Group, LLC*, B-409144, B-409144.2, Jan. 29, 2014, 2014 CPD ¶ 80 at 7 (denying protest that the agency should have assessed a deficiency instead of a weakness where the awardee failed to adequately demonstrate the requisite levels of experience for its key personnel because the solicitation did not establish that the failure to demonstrate the requisite experience would result in the rejection of the proposal, but, rather, provided that the agency would evaluate the extent to which each requirement was addressed). While the protester would prefer that these weaknesses in CACI’s demonstration be treated as deficiencies, this is, in essence, an attempt to substitute its own judgment for the judgment for the agency. We therefore find no basis on which to sustain this argument.

CACI’s Cost/Price Reductions

Next, the protester argues that the agency failed to reasonably evaluate CACI’s cost/price reductions following discussions. Comments and Supp. Protest at 39-48. The crux of the protester’s argument is that CACI significantly lowered its proposed rates, profits, and fees after the close of discussions, but made no corresponding changes to its non-price proposal. *Id.* While the protester acknowledges that the agency reevaluated CACI’s cost/price proposal following these changes, the protester argues that this reevaluation was unreasonable because the agency failed to appropriately consider whether these cost/price reductions would affect CACI’s proposed technical approach, which had not changed. *Id.* That is, the protester argues that CACI’s cost/price changes posed a risk to the realism of its technical approach, and the agency’s cost/price analysis failed to reasonably consider that risk. *Id.*

In response, the agency argues that there was no need to reassess the realism of CACI’s pricing against its technical approach for several reasons. First, the agency notes that the RFP did not require offerors to propose staffing levels or total labor hours.

Rather offerors were only required to propose labor rates for various order types, which the agency would then use to calculate a total evaluated price using undisclosed “plug” or agency-provided numbers for hours and staffing levels. For that reason, the RFP provided that the agency would evaluate proposed labor rates for realism, because the total evaluated price is not reflective of any offeror’s unique methods of performance. More significantly, the agency notes that its analysis of CACI’s revised labor rates confirmed CACI’s representation that all reductions were to its profit or fee, not to the underlying professional compensation. Accordingly, the agency concluded that the revisions would not disturb its previous determination that the labor rates and professional compensation were realistic to hire and retain the proposed labor categories. Moreover, the agency explicitly concluded that the reduced profit or fees remained appropriate to incentivize cost-effective performance, in part, because they were consistent with the profit and fee rates proposed by other offerors, including Accenture. That is, the agency contends that if CACI’s profit and fee were too low to incentivize cost-effective performance, then Accenture’s profit and fee would be similarly inappropriate.

We see no basis to conclude that the agency’s evaluation of CACI’s cost/price revisions was unreasonable. The evaluators carefully reviewed the revisions and reasonably concluded that the reductions were confined to profit and fee reductions. Given that fact, the protester has not identified how the reductions could meaningfully affect CACI’s technical approach in the first instance: if CACI’s proposed pay rates and professional compensation remained unchanged, it is not clear what possible effect the price reductions could have on the realism of CACI’s technical approach. In short, the protester has simply not explained why CACI’s willingness to accept lower profit and fee has any necessary relationship to CACI’s technical approach.

The sole risk posed by such a reduction would be that CACI’s profit and fee were now so low that they no longer served to adequately incentivize cost-effective performance. But the agency specifically and reasonably analyzed that possibility and concluded that the reduced profit and fee were still appropriate for that purpose. On this record, we see no basis to conclude the agency erred.

Unacknowledged Strengths

Finally, the protester argues that the agency failed to recognize 57 distinct areas of its proposal as deserving strengths or significant strengths. Protest at 32-49; Comments and Supp. Protest at 48-63. The protester contends that had the agency reasonably considered these 57 areas, the agency would have correctly recognized that the protester’s proposal was technically superior and merited paying a modest price premium. *Id.*

In response, the agency notes that the protester does not provide meaningful argument concerning why these 57 aspects of its proposal should be considered strengths. MOL at 44-47. Rather, the protester merely quotes a few sentences concerning each point from its proposal but does not explain how such features appreciably exceeded the

solicitation's requirements, why they otherwise merit strengths, or why the agency erred in not recognizing them. *Id.* Accordingly, the agency argues that the protester fails to raise legally sufficient protest grounds concerning these strengths. Contracting Officer's Statement (COS) at 41.

Alternatively, the agency notes that these protest grounds amount to the protester reevaluating itself using a very different standard than the agency applied during the actual evaluation in which no offeror received close to that many strengths or significant strengths. MOL at 44-47; COS at 41-48. Further, the agency contends that these protest grounds are untimely. The agency notes that it made the protester aware of the agency's evaluation and the strengths and weaknesses identified during discussions and invited the protester to comment on that evaluation or identify any factual errors. COS at 41-48. In each case, the protester noted that the agency's evaluation contained no factual errors, and did not contest any of these aspects of the agency's evaluation. *Id.* For these reasons, the agency argues that the protester's evaluation challenges are untimely because the protester should have raised these objections during discussions when the protester first learned of the contents of the agency's evaluation and cannot wait until after award has been made to raise them. Alternatively, the agency contends, on the merits, that it did not find these aspects of the protester's proposal to merit strengths or significant strengths, and the protester has not explained why its own subjective reevaluation should displace the agency's evaluation. *Id.*

In response, the protester argues that it advanced legally sufficient bases of protest and could not have previously challenged these evaluation judgments during discussions because our forum's timeliness rules are clear that evaluation judgments of this kind may only be raised post-award. Comments and Supp. Protest at 48-63 (*citing SOS Int'l, Ltd.*, B-407778.2, Jan. 9, 2013, 2013 CPD ¶ 28 at 2). More significantly, the protester argues that the agency did not substantively respond to each of the 57 distinct areas it identified, and therefore the agency has, in effect, conceded the protester's arguments by failing to respond. *Id.* (*citing TriCenturion, Inc., et al.*, B-406032, Jan. 25, 2012, 2012 CPD ¶ 52 at 10). Accordingly, the protester argues that we should sustain its protest on these bases. *Id.*

We do not agree. While the protester is correct that its allegations are timely raised because protests challenging the agency's evaluation conclusions during discussions are generally premature, and that the agency report did not specifically respond to each of the 57 aspects of the protester's proposal that the protester identified, the protest also did not meaningfully explain why these aspects of its proposal specifically merited strengths or significant strengths other than merely block quoting from its proposal. Protest at 32-49. That is, the protester failed to advance legally or factually sufficient bases of protest with respect to these 57 aspects of its proposal simply by including a laundry list of excerpts from its proposal without explanation of why each of these aspects exceeded specific solicitation requirements or were otherwise particularly meritorious. 4 C.F.R. § 21.5(f); see also *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4 (holding that our Bid Protest Regulations' requirement that protests include a detailed statement of the legal and

factual grounds of protest and that the stated grounds be legally sufficient “contemplate[] that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester’s claim of improper agency action”).

That said, even assuming for the sake of argument that the protester advanced legally sufficient bases of protest concerning these aspects of its proposal, the agency did not fail to respond or concede the protester’s arguments. Rather, the agency elected to respond to the arguments in the aggregate, which is unobjectionable where, as here, the underlying evaluation of proposals was reasonable and reflected appropriate consideration of the protester’s proposal.

For example, many of the allegedly unacknowledged strengths of Accenture’s proposal were expressly considered by the agency as part of its technical evaluation, but either formed part of the basis of one of Accenture’s assigned strengths or were not determined to be sufficiently valuable to merit a strength. For example, Accenture argues that it’s [DELETED] represented a significant strength of its proposal, but the agency evaluators specifically acknowledged that Accenture proposed to [DELETED], but concluded that this approach merely “satisfied” the solicitation’s requirements. AR, Tab 133, Accenture Technical Capability Evaluation at 9. Similarly, the protester cited its [DELETED] as a significant strength of its proposal, but, again, the evaluators specifically discussed the protester’s use of [DELETED] in multiple locations in the evaluation, concluding that these satisfied the solicitation’s requirements, but did not warrant the assignment of a unique strength. *Id.* at 3-4, 11, 13, 18, 20.

As an additional example, the protester contends that its extensive experience with various specific enterprise resource planning modernization efforts also merited separate significant strengths under the corporate experience and program management factor. Protest at 38-42. However, the evaluators assigned a general strength to Accenture’s proposal for Accenture’s experience with enterprise resource planning system implementations for various different clients, which reflects that the evaluators reasonably considered those aspects of Accenture’s proposal and did not conclude that multiple strengths were appropriate. AR, Tab 134, Accenture Corporate Experience Evaluation at 2; see also *SMS Data Products Group, Inc.*, B-418925.2 *et al.*, Nov. 25, 2020, 2020 CPD ¶ 387 at 6-7 (rejecting as “quintessentially elevat[ing] form over substance” challenges to the number or significance of assessed unique strengths where the protester failed to demonstrate that the underlying evaluation was unreasonable or inconsistent with the solicitation).

While Accenture is correct that a handful of the 57 aspects of its proposal that it believes merited strengths were not specifically discussed in the agency’s technical evaluation or post-protest briefing, we do not find under the circumstances here that the agency has conceded any point or that our drawing any adverse inference against the agency is warranted. Given the sheer volume of the allegations made without sufficient contextual support--as well as the duplicative or overlapping nature of several of the

allegations--we find that the agency reasonably took a holistic approach to responding to the allegations, addressing thematic defects with the protester's allegations.

In this regard, an agency is generally not required to document all "determinations of adequacy" or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Allied Tech. Group, Inc.*, B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13. In the absence of in-depth discussion by the protester of why each of the 57 aspects merited strengths, it is reasonable to conclude based on the agency's response, that the agency considered them, but did not find that they merited either a strength or a weakness. *CRAssociates, Inc.*, B-414171.2, B-414171.3, Jan. 16, 2018, 2018 CPD ¶ 87 at 4. The protester simply disagrees with the agency as to the merit of its proposed approach, and such disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. See *DynCorp International, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 7-8. On this record, we have no basis to conclude that the agency's evaluation of Accenture's proposal was unreasonable.

The protest is denied.

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