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# Decision

**Matter of:** Science Applications International Corporation

**File:** B-424255; B-424255.2

**Date:** May 19, 2026

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## DIGEST

1. Protest challenging the agency's technical evaluation of proposals is denied where the record demonstrates that the evaluation was conducted reasonably and in accordance with the terms of the solicitation.
  2. Allegations of disparate treatment are denied where the protester fails to demonstrate that different evaluation results were the product of substantively indistinguishable approaches.
  3. Challenges to the best-value tradeoff decision are denied where the record sufficiently documents the basis for the award decision and the rationale for the tradeoff decisions made.
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## DECISION

Science Applications International Corporation (SAIC) of Reston, Virginia, protests the issuance of a task order to Accenture Federal Services (Accenture) of Arlington, Virginia, under task order request (TOR) No. 47QFCA25R0014, issued by the General Services Administration (GSA), in support of the Department of the Army, United States Army Corps of Engineers (the Corps), for enterprise information technology (IT) services. The protester challenges the evaluation of proposals and the source selection decision.

We deny the protest.

## BACKGROUND

The agency issued the TOR on June 6, 2025, to holders of the GSA Alliant 2 governmentwide acquisition contract (GWAC), under the procedures of Federal Acquisition Regulation (FAR) section 16.505.<sup>1</sup> Protest, exh. H, TOR Cover Letter at 347;<sup>2</sup> Agency Report (AR), Tab 2, TOR at 1. The procurement is referred to as cyber, automation, systems, technology and lifecycle enterprise network services, or “CASTLE-NET.”<sup>3</sup> TOR at 1.

The TOR explains that the Corps’ Office of the Chief Information Officer, requires enterprise information management and information technology services. *Id.* at 11. Under CASTLE-NET, the prospective contractor will provide the Corps with technical capabilities, including program management, IT infrastructure and shared services, general IT, cyber security services, engineering design, telecommunications services, strategic analysis and planning, and emergency response. *Id.* at 12.

The TOR contemplated the issuance of a hybrid cost-plus-award-fee and fixed-price task order with a 1-year base period and four 1-year option periods. *Id.* at 2, 50. The task order would be issued to the contractor whose proposal represented the best value to the government considering the following evaluation factors, listed here in order of importance: (1) technical approach and scenario response; (2) management approach; (3) key personnel and project staffing; (4) corporate experience; and (5) cost/price. *Id.* at 145, 147. When combined, the technical evaluation factors were considered significantly more important than cost/price.<sup>4</sup> *Id.* at 147.

GSA received multiple proposals in response to the TOR, including proposals from SAIC and Accenture. AR, Tab 5, Source Selection Decision Document (SSDD) at 127-128. The relevant evaluation results are as follows:

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<sup>1</sup> GWACs, like Alliant 2, are pre-competed, multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contracts that agencies can use to buy IT solutions. *Network Designs, Inc.*, B-423525, B-423525.2, Aug. 8, 2025, at 2 n.3.

<sup>2</sup> Unless otherwise noted, our citations are to the Adobe PDF page numbers of referenced documents.

<sup>3</sup> The contracting officer explains that CASTLE-NET will be the successor to a task order called Revolutionary Information Technology Services (RITS), which is being performed by SAIC. Contracting Officer’s Statement (COS) ¶ 3.

<sup>4</sup> The record reflects that the agency evaluators rated the first three technical factors on a scale of excellent, good, acceptable, and not acceptable, while they rated the corporate experience factor as either relevant or not relevant. AR, Tab 3, Technical Evaluation Plan (TEP) at 6, 8.

	SAIC	Accenture
<b>Technical Approach &amp; Scenario Response</b>	Good	Excellent
<b>Management Approach</b>	Acceptable	Acceptable
<b>Key Personnel &amp; Project Staffing</b>	Acceptable	Acceptable
<b>Corporate Experience</b>	Relevant	Relevant
<b>Overall Technical</b>	Good	Excellent
<b>Cost/Price<sup>5</sup></b>	\$1,401,410,077	\$1,431,877,836

*Id.* at 127-128. In short, the agency determined that Accenture’s higher-technically-rated proposal was worth the associated price premium. COS ¶¶ 14-15. Accordingly, on January 13, 2026, the agency issued the task order to Accenture. *Id.*

SAIC received an award notice on January 13. *Id.* On January 15, SAIC requested a required debriefing and included written questions.<sup>6</sup> *Id.* GSA provided an oral debriefing on January 26. *Id.* Two days later, SAIC submitted follow-up questions to the agency. *Id.* at 8. On February 4, GSA responded to SAIC’s follow-up questions and concluded the debriefing. *Id.* On February 9, the instant protest was filed with our Office.<sup>7</sup>

## DISCUSSION

SAIC generally challenges the agency’s evaluation of proposals and the resulting source selection decision. As the protester raises multiple collateral arguments, our decision focuses on the key issues and does not discuss every argument raised.<sup>8</sup>

<sup>5</sup> The agency determined that these offerors’ proposed costs reflected the most probable cost to the government. AR, Tab 5, SSDD at 127.

<sup>6</sup> As stated above, this procurement was conducted under FAR section 16.505. Where, like here, the total price of a task order exceeds \$7.5 million, FAR subpart 15.5 post-award notification and debriefing procedures apply. FAR 16.505(b)(6); see FAR 15.503(b)(1) (post-award notification), 15.506 (post-award debriefing).

<sup>7</sup> Our Office is authorized to hear protests of task orders valued over \$10 million placed under civilian agency IDIQ contracts, like Alliant 2. 41 U.S.C. § 4106(f)(1)(B); *Network Designs, Inc., supra* at 3 n.4. As the value of the task order issued to Accenture is valued over \$10 million, we have jurisdiction to hear the protest. *Network Designs, Inc., supra*.

<sup>8</sup> For example, SAIC challenges the evaluation of proposals under each technical factor other than corporate experience. Under the challenged factors, SAIC raises the same variety of challenges: that its proposal should have earned a higher technical rating,  
(continued...)

While we do not discuss every argument, we have reviewed them all and find no basis to sustain the protest. Below, we discuss several representative examples.

The evaluation of proposals in a task order competition, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Paradyme Mgmt., Inc.*, B-421203, B-421203.2, Jan. 18, 2023, at 8-9; *URS Fed. Servs., Inc.*, B-413333, Oct. 11, 2016, at 6. In reviewing protests of an agency's evaluation and source selection decision in a task or delivery order competition, we do not reevaluate proposals; rather, we review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Sapient Gov't Servs., Inc.*, B-412163.2, Jan. 4, 2016, at 4. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, at 7.

It is a fundamental principle of government procurement that agencies must treat offerors equally, which means, among other things, that they must evaluate proposals in an even-handed manner. *AlliantCorps, LLC*, B-417126 *et al.*, Feb. 27, 2019, at 12; *OnPoint Consulting, Inc.*, B-417397.3 *et al.*, Oct. 3, 2019, at 6. Where a protester alleges unequal treatment in an evaluation, it must show that the differences in ratings did not stem from differences in the proposals. *AlliantCorps, LLC, supra*. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably evaluated its proposal regarding features that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *New Generation Sol., LLC*, B-422559.2, B-422559.3, Oct. 23, 2024, at 6; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, at 5.

In reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence. *Science Applications Int'l Corp., Inc.*, B-408270, B-408270.2, Aug. 5, 2013, at 8 n.12. We may consider all the information provided, including the parties' arguments and explanations. *Id.* While we generally 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, at 15, post-protest explanations that provide a 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. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, at 12.

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that the agency used unreasonable "qualifying language" to describe SAIC's proposal, and that the evaluation was unequal. Our decision discusses the challenges under the technical approach and scenario response factor as well as the management approach factor. However, providing a detailed discussion about the challenges raised under the key personnel and project staffing factor would, in our opinion, add little value to the written decision. Suffice to say, we reviewed SAIC's challenges under the key personnel and project staffing factor and find no basis to sustain the protest.

## Technical Approach and Scenario Response Factor

As shown above, SAIC earned a rating of good under the technical approach and scenario response factor while Accenture earned a rating of excellent. The disparity in the technical evaluation under this factor proved critical in the agency's best-value tradeoff decision. See AR, Tab 5, SSDD at 136 ("the benefits associated with Accenture's superior technical approach and reduced performance risk represents the best overall value to the Government."). Below, we first explain the technical approach and scenario response factor before discussing SAIC's challenges to the agency's evaluation. In short, we find that SAIC's challenges to the evaluation under this factor do not provide a basis to sustain the protest.

Under the technical approach and scenario response factor, offerors were to submit a written technical proposal including certain required information. TOR at 137 (for example, a project staffing plan and a quality management plan (QMP)). In turn, GSA was to evaluate the "clarity and completeness of the approach and the degree to which the proposal meets the requirements of the TOR Sections L.6.3, and L.8.1, and includes innovative and efficient methodologies."<sup>9</sup> *Id.* at 148.

Furthermore, the TOR included five evaluation items under the technical approach and scenario response factor, but they were expressly "not subfactors" and not to be individually rated; rather the TOR advised that they would be "evaluated as a whole to arrive at the factor-level rating." *Id.* at 148. Those five items were as follows:

- a. The relevancy, clarity, and comprehensiveness of the offeror's proposed Technical Approach to meeting the goals, objectives, conditions, and task requirements identified in [listed sections] of the TOR. A clear and comprehensive understanding of the missions and the operational and technical environments of [the Corps].
- b. The degree of effectiveness, comprehensiveness, and feasibility of the offeror's transition support, including the Draft Transition-In Plan.
- c. The degree of feasibility, comprehensiveness, and effectiveness of the offeror's methodology for integrating legacy system support with modernization efforts including the offeror's approach to maintaining cybersecurity compliance when transitioning to cloud-based environments and managing supply chain risk.

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<sup>9</sup> Section L.6.3 included instructions to offerors for the draft transition-in plans, and section L.8.1 included instructions to offerors for the in-person oral technical presentation covering methodologies and techniques to be used in fulfilling the TOR's technical requirements. TOR at 139, 143.

- d. The degree of comprehensiveness, practicality, and efficiency of the offeror's technical approach to support the execution of an [emergency operations center (EOC)] upgrade to meet the scenario requirements.
- e. The degree of clarity, feasibility, effectiveness and practicality of the offeror's proposed [project execution plan (PEP)] and the offeror's approach to tracking and managing performance, and schedule.

*Id.*

The adjectival ratings were not included in the solicitation but were detailed in the agency's technical evaluation plan (TEP), which served as an internal guide for the evaluation team. See AR, Tab 3, TEP at 5-8. As relevant to the protest, an adjectival rating of excellent was defined as:

A high-quality proposal that meets all requirements, may exceed some or many requirements, and shows a thorough understanding of the requirements. The risk of unsuccessful performance is very low. The proposal substantially meets the following criteria:

- a. There are numerous strengths.
- b. There are no deficiencies.
- c. There are no significant weaknesses.
- d. There are few, if any, weaknesses, and they are significantly outweighed by the strengths.
- e. Most, if not all, risks resulting from the weaknesses are adequately mitigated by something in the offeror's proposal.
- f. Slight imperfections may exist, but they cause minimal or no impact.

*Id.* at 6. In comparison, an adjectival rating of good was defined as:

A quality proposal that meets all requirements, exceeds some requirements, and shows a sound understanding of the requirements. The risk of unsuccessful performance is low to moderate. The proposal substantially meets the following criteria:

- a. There are strengths.
- b. There are no deficiencies.
- c. There may be significant weaknesses, but the presence of one or more significant weaknesses does not automatically disqualify the proposal from the GOOD rating; the overall impact of these drawbacks on the effectiveness of the proposal should be limited.
- d. The weaknesses identified are outweighed by the strengths.
- e. Any risks resulting from the identified significant weaknesses must be mitigated by something in the offeror's proposal.

- f. Any risks resulting from the identified weaknesses (not significant) may or may not be mitigated by something in the offeror's proposal.
- f. A few slight imperfections may exist, or the proposed approach may be less than 100 percent effective at accomplishing the Government's requirements, but their impact is minimal.

*Id.* at 7

In evaluating SAIC's proposal under this factor, the agency rated it as good overall and assessed it with three strengths and no weaknesses, no significant weaknesses, and no deficiencies.<sup>10</sup> AR, Tab 4, TEB Report at 29-30. In describing SAIC's technical approach, the technical evaluation board (TEB) found that it was "clear and mostly complete, reflect[ed] an understanding of operational environment and met all TOR requirements including providing some recommendations for innovation and efficiency." *Id.* at 28. In describing SAIC's scenario response, the TEB found that it was "mostly practical and efficient." *Id.* Further, the TEB found that the risk of unsuccessful performance was low. *Id.* The source selection authority (SSA) concurred with the technical evaluation results and the TEB's report. AR, Tab 5, SSDD at 7.

The protester argues that GSA unreasonably rated its proposal as good rather than excellent under the technical approach and scenario response factor. As discussed more below, SAIC provides three primary reasons as to why the agency's evaluation was unreasonable: (1) SAIC's proposal met or exceeded all solicitation requirements and the record contradicts itself and otherwise does not support a rating of less than excellent; (2) the agency disparately evaluated the transition-in plan requirement; and (3) the agency's assessment of strengths was disparate and unequal.

#### SAIC's Proposal was Reasonably Rated as Good

SAIC challenges the agency's decision to rate its proposal as good under the technical response and scenario approach factor. SAIC maintains that it submitted a comprehensive technical proposal that met or exceeded all solicitation requirements, and that the record does not support an adjectival rating of less than excellent. Protest at 21-35; SAIC Comments & Supp. Protest at 8-14. Along that line, SAIC takes issue with the TEB's description of its proposal as "mostly" complete and "mostly" practical and efficient, as, according to SAIC, this qualifying language indicated that its proposal was missing information or contained gaps. Protest at 21-25; SAIC Comments &

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<sup>10</sup> A strength was defined as a significant, outstanding, or exceptional aspect of an offeror's proposal that can be beneficial to the program or increases the probability of successful task order performance. AR, Tab 3, TEP at 6. Weakness was defined as a flaw in the proposal that increases the risk of unsuccessful performance, and significant weakness was defined as a flaw that appreciably increases the risk of unsuccessful performance. *Id.* A deficiency represented a material failure to meet a requirement or a combination of significant weaknesses, and would result in a proposal being rated as not acceptable. *Id.*

Supp. Protest at 10. At bottom, SAIC argues that because its proposal earned three strengths, no weaknesses or deficiencies, and had no identified performance risks, based on the TEP's definition of a rating of excellent, SAIC's proposal was required to be rated as excellent rather than good. Protest at 22-24; SAIC Comments & Supp. Protest at 10 ("SAIC's proposal plainly meets the criteria to receive an EXCELLENT rating"), 13 (listing requirements for a rating of excellent per the TEP and arguing that its proposal met those requirements).

We first address SAIC's contention that it submitted a comprehensive proposal that was required to be rated as excellent. Essentially, SAIC argues that its proposal met the criteria to receive a rating of excellent because "SAIC earned three strengths; SAIC received zero deficiencies, significant weaknesses, and weaknesses; the TEB Consensus Report does not identify any risks; and while the definition of EXCELLENT permits '[s]light imperfections' in the proposal, the Agency did not identify any imperfections, slight or otherwise." SAIC Comments & Supp. Protest at 10. The protester proceeds to catalogue the positive evaluation findings associated with its proposal to demonstrate that it should have received a higher rating. See *e.g.*, *id.* at 10-11 ("the TEB reported that 'SAIC's proposed Incident Response Plan was comprehensive[:;]'" "SAIC's 'proposed Draft Transition-In Plan also included comprehensive Operational Readiness Reviews[:;]'" "SAIC proposed a feasible, comprehensive, and effective Technology Innovation Roadmap").

GSA argues that its evaluation was conducted reasonably and in accordance with the terms of the solicitation. COS ¶ 17; Memorandum of Law (MOL) at 7-11. The contracting officer states that while SAIC's proposal demonstrated strengths, the adjectival rating was based on the overall assessment and that the TEB reasonably found that SAIC's proposal, overall, merited a rating of good under the technical approach and scenario response factor. COS ¶ 17. The contracting officer further states that SAIC's evaluation results align to a rating of good as defined by the TEP as SAIC was found to have submitted a quality proposal that met all requirements, exceeded some requirements, and demonstrated a sound understanding of the requirements. *Id.* (contrasting this to a rating of excellent which required a high-quality proposal that met all requirements, exceeded some or many requirements, and showed a thorough understanding of the requirements); see *also* MOL at 11 (arguing that SAIC's proposal "offered no exceptional aspects that would rise to a level of an Excellent rating").

SAIC has not demonstrated that its proposal was entitled to a rating of excellent or that the GSA's decision to rate the proposal as good was somehow unreasonable or contrary to the terms of the solicitation. We find the agency's evaluation reasonable and that SAIC's challenge amounts to disagreement with the agency's evaluation judgments.

Importantly, SAIC's challenges are based on the adjectival ratings set forth in the TEP, not the solicitation. It is well established that evaluation plans are recognized as internal agency instructions and as such do not give outside parties any rights. *DynCorp Int'l*,

*Inc.*, B-419100, B-419100.2, Dec. 16, 2020, at 14 n. 12; *Mandex, Inc.*; *Tero Tek Int'l, Inc.*, B-241759 *et al.*, Mar. 5, 1991, at 7. In particular, ratings definitions in a source selection plan, like the TEP here, are internal agency instructions, not disclosed to offerors in the solicitation, and do not give outside parties any rights. *DynCorp Int'l, Inc.*, *supra*. In addition, it also is well established that adjectival ratings are only guides for intelligent decision making in the procurement process. *Practical Sols, Inc.*, B-419152, Dec. 17, 2020, at 3. As noted above, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Sapient Gov't Servs., Inc.*, *supra*. Thus, while our review looks to the TEP for context, our focus is on how the agency evaluated proposals against the terms of the solicitation.

Here, SAIC's argument that it was entitled to a higher adjectival rating relies solely on the TEP language and therefore does not provide a basis for protest.<sup>11</sup> SAIC otherwise points to no solicitation language requiring the agency to award a rating of excellent where an offeror earns multiple strengths and no negative marks. Moreover, as discussed in this section, we find that the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria. We therefore deny this protest ground.

Likewise, we reject SAIC's critique of the agency's use of so-called "qualifying language" (e.g., "mostly" and "somewhat") in describing aspects of SAIC's proposal. As noted above, SAIC argues that by describing its proposal this way, it implied that the evaluators found gaps or omissions in the proposal but failed to discuss or identify them, which was unreasonable. See Protest at 24 ("For instance, the 'mostly complete' characterization suggests that the Agency identified a gap in SAIC's proposal"). According to SAIC, the contemporaneous evaluation "does not identify a single Technical Approach omission" and repeatedly characterizes its proposal as "comprehensive" which rebuts any finding that its proposal was missing information. *Id.*; SAIC Comments & Supp. Protest at 10. SAIC maintains that its proposal did not contain gaps or omissions, the contemporaneous evaluation findings contradict any suggestion that SAIC's proposal had gaps or omissions, and that to the extent the agency concluded that SAIC's proposal had gaps or omissions such a conclusion is unreasonable. SAIC Comments & Supp. Protest at 10-13.

GSA explains that the language at issue was not used to suggest any gaps or omissions in SAIC's proposal. Supp. MOL at 6. According to the agency, the TOR required the agency to evaluate "the degree to which" an offeror met certain

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<sup>11</sup> At any rate, we agree with GSA that SAIC's evaluation results align with the criteria for a rating of good and we disagree with SAIC that its proposal met the criteria for a rating of excellent. See AR, Tab 4, TEB Report at 26-28 (finding SAIC's technical approach "clear and mostly complete, reflect[ed] an understanding of operational environment and met all TOR requirements including providing some recommendations for innovation and efficiency[,]" finding the scenario response "mostly practical and efficient[,]" and finding low risk of unsuccessful performance); AR, Tab 3, TEP at 6-7.

requirements, and that saying, for example, SAIC's proposal was *mostly* complete or *mostly* practical was the agency's way of indicating the degree of completeness and practicality. See *id.*; TOR at 148 (requiring evaluation of "the degree to which the proposal meets the requirements").

We find that the record supports GSA's explanation here. First, by rating the proposal as good, the TEB implicitly stated that SAIC's proposal did not contain gaps or omissions. Indeed, the definition of a rating of good states that the proposal "meets all requirements, exceeds some requirements, and shows a sound understanding of the requirements." AR, Tab 3, TEP at 7. Second, the TEB report expressly stated that SAIC's proposal met all requirements. See e.g., AR, Tab 4, TEB Report at 26 ("SAIC provided a quality proposal that met all requirements"), 28 ("SAIC's Technical Approach was clear and mostly complete, reflecting an understanding of operational environment and met all TOR requirements including providing some recommendations for innovation and efficiency."). Thus, we do not read the language at issue as indicating that GSA found gaps or omissions in SAIC's proposal and we accept the agency's explanation that the language simply indicated the degree to which the proposal met certain requirements.

Moreover, identifying certain parts of the protester's proposed technical response and scenario approach as clear, comprehensive, or effective does not necessarily mean that these findings warranted an excellent rating, nor is it inconsistent with the rating of good assigned to this factor. Rather, this language mirrors the language used in the solicitation when describing how the agency would evaluate the degree a proposal met each of the five components under the technical approach and scenario response factor. For example, the solicitation explained that the agency would evaluate the "relevancy, clarity, and comprehensiveness of the offeror's proposed [t]echnical [a]pproach to meeting the goals, objectives, conditions, and task requirements . . . ." TOR at 148. The TOR also stated the agency would evaluate the "degree of effectiveness, comprehensiveness, and feasibility of the offeror's transition support." *Id.* Accordingly, the agency's use of these words in its evaluation reflected the terms identified in the TOR evaluation criteria. It is reasonable to conclude, then, that a proposed approach described as comprehensive, effective, or clear meant that it met the requirements of the solicitation, may have exceeded them in some ways, and showed a sound understanding of the requirements such that a good rating was appropriate. The protester's placement of particular importance on these words and argument that they are not consistent with a good rating is therefore not supported by the record.

In conclusion, the record demonstrates that the agency evaluated the contents of SAIC's proposal against the TOR's criteria and reached reasonable evaluation conclusions. SAIC's protest amounts to disagreement with the agency's evaluation conclusions. This protest ground is denied.

## GSA Reasonably Evaluated the Transition-In Plan Requirement

SAIC next challenges GSA's evaluation of proposals under the transition-in plan component of the technical approach and scenario response factor. The protester argues that the agency conducted a disparate evaluation with respect to this component. As discussed below, we deny this challenge.

Under the technical approach and scenario response factor, offerors were to provide a draft transition-in plan that aligned with the transition-in subtask detailed in the performance work statement. TOR at 18, 139. The solicitation explained that proposals should include an approach for providing a seamless transition from the incumbent to the new contractor. *Id.* at 139. The draft transition-in plan would be evaluated as a component of the technical approach and scenario response factor for the "degree of effectiveness, comprehensiveness, and feasibility of the offeror's transition support, including the Draft Transition-In Plan." *Id.* at 148 (item b).

The TOR's transition-in subtask discussed the information to be included in an offeror's proposed plan. *Id.* at 18. For example, offerors were expected to have a process for coordinating with the incumbent contract's transition-out plan and ensuring there would be minimal service disruption to vital government business. *Id.* The TOR further advised:

The Transition-In Plan shall document how the contractor will transition all existing services from the current provider(s), add new services, and minimize operational and project impacts. The Transition-In Plan shall include, at a minimum, personnel, processes, badging and access, licenses and subscriptions, equipment, schedule and risks. The contractor shall establish weekly meetings to review transition activities with the Government.

*Id.*

SAIC is the incumbent contractor on the RITS task order which is the predecessor contract for CASTLE-NET. In evaluating SAIC's draft transition-in plan, the agency found it "effective and feasible[.]" noting that it included a divisions, districts, labs, and centers (DDLCS) IT support services catalog on day [DELETED] of the transition and "comprehensive" [DELETED] which would "ensure[] stakeholder engagement, concurrence, and approval at each step before proceeding with the plan." AR, Tab 4, TEB Report at 28. None of the three strengths assessed to SAIC's proposal under this factor involved the firm's transition-in plan. *Id.* at 29-30.

In comparison, Accenture's transition-in plan was assessed with a strength. *Id.* at 59. Accenture's strength read:

Accenture's Draft Transition-In Plan was highly detailed and thorough, identifying responsible roles, positions, and individuals including their affiliation between awardee, incumbent contractor, and Government functions. The plan included [DELETED] meetings all captured with associated deliverables called out as part of transition. Accenture also proposed an effective knowledge transfer approach through [DELETED]. Its Draft Transition-In Plan also included a comprehensive approach to successfully transfer all 350 plus ongoing projects from the incumbent to its purview, increasing the likelihood of numerous ongoing efforts to continue successful trajectories. The acknowledgement and decomposition of 350 plus ongoing projects within the [task order (TO)] coupled with the methodology by which Accenture would successfully transition all projects adds significant value to the overall transition in approach. Additionally, Accenture proposed a [DELETED] to transition personnel onto the TO [DELETED], introducing [DELETED] further driving seamless integration and transition of the TO. This approach to transition exceeded the requirements of Sections C.5.1.10 and L.6.3 of the TOR and greatly increases the likelihood of successful transition-in and overall TO performance through robust, intentional, and thorough transition activities comprehensively laid out in the Draft Transition-In Plan.

*Id.*

SAIC alleges that the agency's evaluation unequally credited Accenture with a strength for its transition-in plan while failing to provide equal credit to SAIC, the incumbent on the RITS task order. Protest at 28-35; Comments & Supp. Protest at 14-26; Supp. Comments at 8-26. SAIC asserts that as the incumbent contractor on the RITS task order, it necessarily presents the agency with the lowest-possible transition risk and that it was unreasonable and disparate for GSA to credit Accenture for its transition-in plan while not crediting SAIC for proposing a low-risk approach. *E.g.*, Protest at 29 ("As the incumbent contractor on the RITS Task Order, SAIC leveraged its first-hand knowledge of the Agency's requirements to execute the lowest risk and most nondisruptive transition"). The protester points to a string of GAO decisions for the proposition that the nature of transitions is necessarily different for incumbents and non-incumbents, and where an agency recognizes a non-incumbent's transition approach it will often recognize an incumbent's ability to obtain the same result. Protest at 34-35 (citing, for example, *Conley & Assocs.*, B-415458.3, B-415458.4, Apr. 26, 2018). In other words, SAIC argues that here, if a non-incumbent gets credit for a transition, then SAIC, the incumbent, also needs credit.

GSA counters that it evaluated SAIC's proposal in accordance with the terms of the solicitation and that its evaluation of SAIC's transition-in plan was reasonable. MOL at 13-14. The agency avers that, in evaluating SAIC's transition in plan, the TEB found that it was effective and feasible but was not deserving of a strength. *Id.* Further, the agency argues SAIC's transition-in plan "offered no significant, outstanding or exceptional aspect" which would warrant a strength. *Id.* at 14.

We conclude that this challenge does not provide a basis to sustain the protest. The record demonstrates that GSA evaluated each proposal against the solicitation's stated criteria and assessed, or did not assess, strengths based on the merits of each discrete proposal. While the terms of the instant solicitation provided for a multifaceted assessment of draft transition-in plans, nothing in the solicitation indicated that the agency would favorably assess incumbency or that where a non-incumbent earns recognition, the incumbent would also earn recognition.<sup>12</sup> TOR at 18, 139, 148.

Further, we find SAIC's reliance on *Conley & Associates* to be misplaced. That decision simply noted that when an "agency recognizes the low risk of a non-incumbent offeror's transition approach, the agency will *often* recognize a strength in the incumbent contractor's ability to obtain the same result." *Conley & Assocs.*, *supra* at 9. It does not say that the agency must do so or even that the agency must explain its decision not to do so. The relevant overarching principle is that the agency's evaluation must be reasonable and consistent with the solicitation's evaluation criteria and that any evaluation conclusions be reasonably based. *Id.* at 5. Therefore, here, our review focuses on the terms of the instant solicitation, which does not provide for preferential consideration for incumbent offerors. As SAIC fails to demonstrate that under the terms of this solicitation the agency was required to favorably assess incumbency under the transition-in plan requirement, we deny the protest ground.

SAIC next alleges disparate treatment by highlighting the agency's specific reasons for assessing Accenture's transition-in plan with a strength and arguing that SAIC's proposal offered substantively the same things. SAIC Comments & Supp. Protest at 14-26; SAIC Supp. Comments at 8-26. We have reviewed each of these challenges and conclude that none provide a basis to sustain the protest. Below, we discuss a representative example.

SAIC picks language from the agency's description of Accenture's strength that reads "Accenture's Draft Transition-In Plan was highly detailed and thorough, identifying responsible roles, positions, and individuals including their affiliation between awardee, incumbent contractor, and Government functions." SAIC Comments & Supp. Protest at 17-19 (referencing language from AR, Tab 4, TEB Report at 59). According to SAIC, "[n]o basis exists for the Agency to credit [Accenture] for identifying roles and responsibilities as a basis for a strength while not similarly crediting SAIC for doing so." *Id.* at 19.

GSA responds that SAIC attempts to demonstrate disparate treatment by pointing to high-level concepts in the competing proposals, rather than demonstrating how the details of each approach were substantively indistinguishable. Supp. MOL at 7.

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<sup>12</sup> If we were to accept SAIC's position here, the agency would have no flexibility to assess strengths for transition-in plans of non-incumbent offerors without having to also credit SAIC, the incumbent, with a strength. This would violate the terms of the solicitation and would be unreasonable.

According to the agency, the offerors proposed substantively different approaches to transition RITS to CASTLE-NET, and therefore, the difference in evaluation results cannot, by definition, be based on disparate treatment. *Id.*

Here, we first note that the agency did not credit Accenture with a strength solely for identifying roles and responsibilities; rather, the agency noted that it was one aspect of a multifaceted strength assessed to Accenture's proposal. AR, Tab 4, TEB Report at 59. More importantly, the record reflects that the competing proposals addressed the relevant solicitation requirement in substantively different ways. *Compare* AR, Tab 11, SAIC Technical Proposal at 46-48 (roles and responsibilities chart), *with* Supp. Doc. Production, Accenture Technical Proposal at 43-44.

To illustrate--as relevant to the agency's finding that Accenture's draft transition-in plan was highly detailed and thorough in identifying the responsible roles, positions, and individuals--Accenture's proposal identified the roles and responsibilities of its proposed program manager (PM) in the transition-in plan in part as: "[DELETED]." Supp. Doc. Production, Accenture Technical Proposal at 43. In contrast, SAIC's proposed PM's narrative states, for example: "[DELETED] [.]" Tab 11, SAIC Technical Proposal at 46. Put simply, these are different approaches to defining roles and responsibilities of the PM during the transition. Likewise, the proposals reflect substantively different approaches to the roles and responsibilities of other listed members of the respective transition teams.

Based on our review, the different evaluation results stem from substantively different approaches to the draft transition-in plan requirement. While the end result from both offerors would be a transition from RITS to CASTLE-NET, the way in which each offeror proposed getting there was fundamentally different. *Compare* AR, Tab 11, SAIC Technical Proposal at 42-56, *with* Supp. Document Production, Accenture Technical Proposal at 40-54. The protester has not demonstrated that the proposals were substantively indistinguishable and therefore has not shown disparate treatment. Accordingly, the protest ground is denied.

#### Other Allegations of Disparate Treatment are Denied

As discussed above, Accenture earned a rating of excellent under the technical approach and scenario response factor. In evaluating Accenture's proposal, GSA assessed it with six strengths and no weaknesses or deficiencies. AR, Tab 4, TEB Report at 56-61. SAIC argues that GSA conducted an unequal evaluation by crediting Accenture with those six strengths but overlooking similar features in SAIC's proposal. SAIC Comments & Supp. Protest at 31-44; SAIC Supp. Comments at 26-35. In short, SAIC attacks each of Accenture's strengths and argues that its proposal offered the same things. We have reviewed each of these challenges and determine that they do not provide a basis to sustain the protest. We discuss a representative example below.

Relevant here, TOR section L.8.1 included instructions for the in-person technical proposal presentation for the technical approach and scenario response factor. TOR

at 143. This instruction stated, in relevant part, that technical approaches should be tailored to achieve the requirements set forth in sections C, F, H, and J of the TOR. *Id.* Section C was the performance work statement, which included, among other things, eight tasks. *Id.* at 13. Relevant here, task 2 was for enterprise service management, task 3 was for engineering, and task 4 was for cybersecurity. *Id.*

As noted, Accenture's proposal was assessed with six strengths under this factor. AR, Tab 4, TEB Report at 58-61. The first of the six strengths was for Accenture's DevSecOps solution and reads as follows:

**Development, Security, and Operations (DevSecOps) Accelerator Approach (Oral Technical Proposal Presentation (OTPP), Slides 22 and 32):** Accenture's proposed DevSecOps solution included combining the [DELETED] and [DELETED] accelerators with cybersecurity operations, which would benefit the Government by adding efficiencies and security into the DevSecOps process. This DevSecOps integration methodology, combined with Accenture's innovative [DELETED] platform, would act as a forcing function to bring [DELETED] and [DELETED] together for the Government so that future developed solutions would be rolled out more efficiently and securely. This methodology would proactively identify new analytic techniques and aggregation methods, enhance the Continuous Improvement/Continuous Development (CI/CD) pipeline, and reduce siloed efforts, and acting as a forcing function for collaboration between key stakeholders in Tasks 2 and 4. This approach for combining DevSecOps accelerators across mission areas exceeded the requirements in Section L.8.1 of the Task Order Request (TOR) and would increase the possibility of successful Task Order (TO) performance.

*Id.* at 58 (strength "a").

SAIC argues that it was unequal for GSA to credit Accenture with a strength for proposing to combine [DELETED] and [DELETED] accelerators with cybersecurity operations because SAIC also proposed combining accelerators with cybersecurity operations but did not receive a strength for doing so. SAIC Comments & Supp. Protest at 31-32; SAIC Supp. Comments at 26-28. Specifically, SAIC explains that it proposed [DELETED] accelerators that would support cybersecurity operations: [DELETED]. SAIC Comments & Supp. Protest at 31-32. According to SAIC, the record "offers no legitimate reason for the Agency to credit [Accenture] for proposing accelerators for cybersecurity while failing to credit SAIC's proposal for doing the same." *Id.* at 32.

GSA responded to this ground with a declaration from the TEB chairperson. The TEB chairperson declares that "the difference between DevSecOps approaches is that in addition to the methodology presented by both [offerors, Accenture] also included a platform that would take the methodology further and presented a benefit to the Government." TEB Chairperson Decl. ¶ 2.d.i; see *also* Supp. MOL at 9 (arguing that Accenture simply submitted a better proposal).

In rebuttal, SAIC argues that the basis for Accenture's strength, as stated in the TEB report, was that Accenture's combining of [DELETED] and [DELETED] accelerators with cybersecurity requirements would benefit the government by adding efficiencies and security to the DevSecOps process, and was not, as evidenced by the contemporaneous evaluation documentation, the platform discussed in the TEB chairperson's declaration. SAIC Supp. Comments at 26-27. In other words, SAIC argues that if GSA issued the strength based on the perceived benefit of Accenture's approach and not the substantive aspects of the approach itself, then GSA should have issued a strength to SAIC for providing an identical benefit. *Id.* at 27-28.

On this record, we conclude that SAIC fails to demonstrate disparate treatment. Simply put, Accenture and SAIC proposed substantively different approaches and the agency credited Accenture for its unique approach.

For example, Accenture's proposal included using an innovative platform called [DELETED]. Accenture's proposal stated that [DELETED] contained unique attributes for [DELETED] and [DELETED]. Supp. Doc. Production, Accenture Technical Proposal at 97-98 (oral presentation slides 22-23). Contrary to SAIC's position, the strength at issue references the specifics of Accenture's approach along with the perceived benefits of Accenture's approach. See e.g., AR, Tab 4, TEB Report at 58 ("This DevSecOps integration methodology, combined with Accenture's innovative [DELETED] platform, would act as a forcing function to bring [DELETED] and [DELETED] together[.] . . . This approach for combining DevSecOps accelerators across mission areas exceeded the requirements"). While SAIC points to areas of its proposal that appear to be similar, e.g., AR, Tab 11.2, SAIC Oral Presentation Slides at 21 (SAIC's [DELETED]), it does not point to anything that is substantively indistinguishable from Accenture's DevSecOps approach combined with the [DELETED] platform. Thus, SAIC fails to demonstrate disparate treatment. This protest ground is denied.

#### Management Approach Factor

Next, SAIC challenges GSA's evaluation of technical proposals under the management approach factor. Here, SAIC's proposal was found to reflect a somewhat effective, efficient and feasible approach that displayed a practical understanding of the operating environment. AR, Tab 4, TEB Report at 31. Overall, the TEB described SAIC's management approach as adequate that met "some requirements and showed some understanding of the TOR requirements."<sup>13</sup> *Id.* Further, the TEB found that SAIC's

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<sup>13</sup> SAIC's protest argued, and the agency confirmed, that this narrative in the TEB report contains a typographical error. Protest at 36. Rather than stating that SAIC met some requirements, GSA confirms that it should state SAIC met all the requirements. MOL at 15. The agency explains that this error was inconsequential and that, based on the definition of a rating of acceptable, which states that proposals must meet all requirements, SAIC's approach was understood to have met all requirements. *Id.*

(continued...)

approach would create a moderate risk of unsuccessful performance. The protester raises a number of challenges to the agency's evaluation under this factor. We have reviewed them all and find no basis to sustain the protest. Representative examples of SAIC's challenges are discussed below.

#### SAIC's Proposal was Reasonably Rated as Acceptable

Under the management approach factor, the agency was to evaluate proposals for the following:

The Management Approach will be evaluated to assess the degree to which it reflects an effective, efficient, feasible, and practical level of understanding of the operating environment in accomplishing the tasks and deliverables of this TO from a management perspective, in particular those areas described in Sections L.6.5 and L.8.2,<sup>14</sup> with minimal risk and innovative and effective ideas.

The following are not subfactors and will not be separately rated. The offeror's Management Approach will be evaluated based on the degree to which it reflects:

- a. A relevant, detailed, and effective approach to identifying and applying resources to accomplish the requirements in an appropriate and efficient manner. This includes considerations for process management and control, project status and reporting, and program metrics.
- b. The effectiveness and comprehensiveness of the methodology, processes, and procedures for establishing and maintaining quality. The QMP will be evaluated to assess the completeness, relevancy, and efficiency as it relates to the PWS as identified in Section L.6.5 and reflects the offeror's plan to control and monitor quality during the entire TO period.

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at 15-16; *see also* COS ¶ 16; AR, Tab 5, SSDD at 129-130 (no discussion of SAIC's proposal failing to meet a requirement). In response to the agency's concession, SAIC argues that its proposal *exceeded* all requirements and that because it exceeded all requirements, it was eligible for a higher adjectival rating. SAIC Comments & Supp. Protest at 46-47. In sum, we find the agency's explanation credible, that the typographical error did not have any impact on the evaluation and award decision, and that SAIC's challenge ultimately represents disagreement with the agency's evaluation judgments.

<sup>14</sup> Section L.6.5 included instructions for the QMP requirement, and section L.8.2 included instructions for the management approach factor portion of the oral presentation. TOR at 139, 144.

- c. The clarity, proactiveness, and practicality of the offeror's approach/ability to react to the client's requirements and the dynamics of a rapidly changing world and mission environment through matrixed resources across multiple places of performance, quick responses, and flexibility when determining information technology solutions.

TOR at 148.

SAIC's proposal earned a rating of acceptable under this factor. As described in the TEP, a rating of acceptable was defined as:

An adequate proposal that meets all requirements (*i.e., the proposal has all required parts*) and shows some understanding of the requirements. The risk of unsuccessful performance is moderate. The proposal substantially meets the following criteria:

- a. There may be strengths.
- b. There are no deficiencies.
- c. There may be significant weaknesses, but the presence of one or more significant weaknesses does not automatically disqualify the proposal from an ACCEPTABLE rating; the impact of significant weaknesses may considerably lessen the effectiveness of the proposal.
- d. There may be weaknesses that outweigh the strengths.
- e. Any risks resulting from the identified weaknesses (significant or otherwise) may or may not be mitigated by something in the offeror's proposal.
- f. Some aspects of the response are less than detailed, less than comprehensive, or somewhat generic, but the overall impact of these drawbacks should not result in a proposal that is unlikely to succeed.

AR, Tab 3, TEP at 7.

SAIC argues that GSA unreasonably rated its proposal as acceptable. Protest at 36-39; SAIC Comments & Supp. Protest at 45-56; SAIC Supp. Comments at 37-44. According to the protester, its proposal exceeded requirements in a way that warranted a rating of excellent, and the agency's evaluation contained unreasonable contradictions and qualifying language such as describing its approach as "somewhat" detailed and "somewhat" effective. Protest at 37-39; SAIC Comments & Supp. Protest at 46-54.

In raising this challenge, SAIC first details aspects of its proposal that it finds particularly outstanding and explains how, in its opinion, those attributes would benefit the government. As an example, SAIC states that it proposed "[DELETED]" that would

enhance operational efficiency, improve financial transparency, and strengthen stakeholder engagement. SAIC Comments & Supp. Protest at 47 (citing AR, Tab 11.2, SAIC Oral Presentation Slides at 76). SAIC also states that its approach was scalable and cost-effective, would support a diverse enterprise environment, and would increase collaboration and transparency to “promote innovation and deliver improved end user experiences.” *Id.* (citing AR, Tab 11.2, SAIC Oral Presentation Slides at 75-76, 79, 85).

SAIC also argues its proposal should have been assessed a strength for its approach to the TOR’s quality management plan (QMP) requirement.<sup>15</sup> *Id.* at 50; see Protest at 41-42 (discussing the specifics of the QMP approach). SAIC explains that its QMP approach applied [DELETED] principles, would allow SAIC to evaluate performance relative to the standards and quality levels required, and established a comprehensive framework for monitoring and improving the quality-of-service delivery. *Id.*

Further--similar to its challenge under the technical approach and scenario response factor--SAIC contends that the agency’s evaluation conclusions contradict each other and that GSA failed to reconcile the contradictory language. In this respect, SAIC notes that GSA again used qualifying language to describe its proposal (for example, “somewhat detailed” and “somewhat effective”) and argues that the qualified findings are contradicted by the narrative accompanying the strength assessed to its proposal under the management approach factor. SAIC Comments & Supp. Protest at 48-49.

To illustrate, part of SAIC’s strength read that SAIC’s approach would enhance overall system reliability, directly contribute to more efficient and successful project execution, and drive advancement of an automated continuous integrated/continuous delivery (CI/CD) pipeline capability. *Id.*; see AR, Tab 4, TEB Report at 32. SAIC highlights the positive findings listed under its strength and contrasts them with GSA’s conclusion that overall, SAIC’s management approach was only somewhat detailed and somewhat effective. SAIC Comments & Supp. Protest at 49-50. According to the protester, GSA’s failure to reconcile these aspects of the evaluation demonstrates that the evaluation was unreasonable. *Id.*

GSA claims that its evaluation under the management approach factor was “detailed and substantial” and that its evaluation findings align with a rating of acceptable. MOL at 16-17. While SAIC’s proposal met all requirements, GSA argues there was “nothing exceptionally noteworthy” in its proposal and that SAIC merely disagrees with the agency’s judgments. *Id.* at 17. Additionally, according to the agency, the “somewhat” language SAIC complains about was used to convey the degree to which the evaluators

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<sup>15</sup> The QMP requirement was detailed in TOR section L.6.5, and was one of the components that the management approach evaluation criterion expressly discussed. TOR at 139, 148. In short, the QMP requirement stated that offerors shall identify their approach to ensuring quality in meeting requirements of each task area identified in the TOR, and that offerors shall describe their methodology and approach for determining and meeting performance measures. *Id.* at 139.

found SAIC's approach to meet the relevant requirements and was not used to suggest the proposal contained gaps or omissions. Supp. MOL at 6.

We deny SAIC's challenges. In short, SAIC's protest amounts to disagreement with the agency's evaluation conclusions which does not provide a basis to sustain the protest.

To the extent SAIC relies on the description of the adjectival ratings in the TEP to argue that it was entitled to a higher rating, we reject this argument for the same reason we denied SAIC's similar argument regarding the technical response and scenario approach factor. As explained above, evaluation plans and ratings definitions included in those plans are internal agency instructions that were not included in the solicitation and therefore do not give outside parties any rights. *DynCorp Int'l, Inc., supra.*; *Mandex, Inc.*; *Tero Tek Int'l, Inc., supra.* Accordingly, SAIC's argument based on the definition of the adjectival ratings in the TEP provides us with no basis to sustain this protest.

We also find that the acceptable rating was reasonable and consistent with the solicitation's evaluation criteria. While SAIC goes to great lengths detailing the merits of its own proposal and discussing the ways in which its proposed management approach would benefit the agency, SAIC does not provide our Office with a basis to find the agency's evaluation judgments unreasonable. As previously explained, our review focuses on examining the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Sapient Gov't Servs., Inc., supra.* Here, SAIC does not demonstrate how the agency's evaluation ran afoul of the management approach evaluation criterion. SAIC merely suggests that its proposal is eligible for a higher rating and petitions the agency (and GAO) to reevaluate its proposal. See e.g., Protest at 41-42 (discussing the merits of its QMP approach). In particular, SAIC's reliance on the language the agency used in describing the one strength assessed to SAIC's proposal under this factor is misplaced. The finding of a strength necessarily means the agency found that aspect of SAIC's proposal to exceed a particular requirement, however, this alone would not necessarily justify a higher rating under this factor. Importantly, focusing on the language describing SAIC's strength also ignores the rest of the evaluation under this factor which explained how SAIC's proposal met the requirements, but did not exceed them in a manner to warrant a higher rating.

Further, we accept the agency's explanation of the "somewhat" language as the agency's method of describing the degree to which the proposal met a requirement, and was not, as suggested by SAIC, a way to suggest that the proposal was missing information. The very definition of a rating of acceptable states "adequate proposal that meets all requirements (*i.e., the proposal has all required parts*)[" AR, Tab 3, TEP at 7. Thus, by rating the proposal as acceptable, the evaluators implied that SAIC's proposal contained all required information and did not contain gaps or omissions. In conclusion, this protest ground is denied.

Allegations of Disparate Treatment are Denied

Next, SAIC argues that the agency's evaluation of proposals under the management approach factor was unequal. SAIC Comments & Supp. Protest at 59-64; SAIC Supp. Comments at 44-45.<sup>16</sup> The protester challenges the following two areas of the evaluation: (1) approach to applying resources to accomplish the requirements in an appropriate manner; and (2) approach to handling rapidly changing priorities. *Id.*; see TOR at 148-149 (item "a" and item "c"). We have reviewed each of SAIC's allegations of disparate treatment here and we deny them all. A representative example is discussed below.

SAIC and Accenture each earned ratings of acceptable under the management approach factor. AR, Tab 4, TEB Report at 30 (SAIC), 61 (Accenture). Relevant to the protest ground, GSA found SAIC's approach to rapidly changing priorities (item c) to be "somewhat clear, somewhat proactive, and somewhat practical" by using a "[DELETED] to assess critical needs and inclusion of leadership at all levels to ensure informed decisions on evolving mission environments and priorities." *Id.* at 31. In contrast, GSA found Accenture's approach to rapidly changing priorities to be "proactive and practical" and noted its inclusion of "a corporate reach-back capability of over [DELETED] personnel with [DELETED] personnel, offices and operations in 200 plus cities in 49 countries ready to support rapidly changing mission environments." *Id.* at 62. GSA also noted that Accenture's proposed organizational structure would be "strategically positioned to handle surge requirements through reduction of response times and eliminating operational lag time[;]" it "practically addresses challenges [the Corps] could face . . . such as potential regional conflicts[;]" and concluded that Accenture's proposed approach "proactively and clearly" addressed potential challenges and proposed "multiple strategies to mitigate the risks[.]" *Id.*

SAIC argues that the narratives highlighted above evidence improper disparate treatment, as they demonstrate that SAIC was held to a "more exacting standard" than Accenture. SAIC Comments & Supp. Protest at 64. SAIC posits that to justify the narrative associated with Accenture's proposal GSA relied on Accenture's corporate reach-back capability and organizational structure to handle surge requirements. *Id.* at 63. SAIC charges that it too proposed the ability to handle rapidly changing priorities via its own organizational structure and corporate reach-back capabilities and therefore has been treated unfairly. *Id.*

The record, however, demonstrates that the offerors proposed substantively different approaches to item c of the management approach factor.<sup>17</sup> For example, SAIC's

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<sup>16</sup> SAIC voluntarily withdrew its allegation of disparate treatment involving a strength assessed to Accenture's proposal for its quality management methodology. SAIC Supp. Comments at 44 n.8.

<sup>17</sup> Item c reads: The clarity, proactiveness, and practicality of the offeror's approach/ability to react to the client's requirements and the dynamics of a rapidly changing world and mission environment through matrixed resources across multiple  
(continued...)

approach included a chart containing a box labeled “Corporate Reachback” listing the following [DELETED] bullet points: [DELETED]. AR, Tab 11.2, SAIC Oral Presentation Slides at 76. Compare this to Accenture’s approach, which was displayed as a [DELETED] discussing its capacity and capability “[DELETED]” (e.g., discussing its [DELETED] employees with [DELETED] employees and its offices in 200 cities worldwide) flowing into its “[DELETED]” ultimately leading to a section discussing “Achieving CASTLE-NET Objectives[.]” Supp. Doc. Production, Accenture Technical Proposal at 163. Put simply, these are substantively different approaches.

As already discussed, to prevail on an allegation of disparate treatment, a protester must demonstrate that the differences in ratings did not stem from differences in the proposals. *OnPoint Consulting, Inc., supra* at 8-9. Here, while SAIC argues that its proposal would ultimately provide the same ability as Accenture--an ability to handle rapidly changing priorities--it has failed to demonstrate that SAIC and Accenture proposed a substantively indistinguishable approach to the requirement. Accordingly, this protest ground is denied. *New Generation Sol., LLC, supra*; *Cognosante MVH, LLC, supra*.

#### Assessment of Moderate Performance Risk was Reasonable

As discussed above, GSA found that SAIC’s management approach carried a moderate risk of unsuccessful performance. AR, Tab 4, TEB Report at 31. SAIC challenges this finding as unreasonable and unsupported. SAIC Comments & Supp. Protest at 54-55; SAIC Supp. Comments at 41-44. The protester contends that the record “does not articulate any basis” for assessing its approach with performance risk. SAIC Supp. Comments at 41-44. SAIC alleges that it was prejudiced by this error because it caused the SSA to erroneously consider SAIC and Accenture as comparable under the management approach factor when in reality SAIC offered a lower-risk approach. *Id.* at 45.

In response, GSA submitted a declaration from the TEB chairperson. Decl. of TEB Chairperson ¶ 2.e.ii. The TEB chairperson declares that the TEB found moderate risk in SAIC’s proposal because it presented a generic approach. *Id.* Specifically, the TEB chairperson declares:

Due to the generic nature of the response, the TEB determined that the risk of unsuccessful performance remained moderate. Even though one specific aspect of [SAIC’s] management approach (the [DELETED] organizational structure) was found to exceed requirements and was assigned a strength, the TEB is required to evaluate the factor as a whole. The overall generic nature of the rest of the approach offset this single strength, preventing a higher rating like GOOD, which requires a sound understanding and low to moderate risk.

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places of performance, quick responses, and flexibility when determining information technology solutions. TOR at 149.

*Id.*

The protester argues that the TEB chairperson's declaration represents an unreliable heat-of-litigation statement. SAIC Supp. Comments at 43. SAIC also argues that the declaration conflicts with the TEB report, which does not state SAIC's management approach was found to be generic overall. *Id.* SAIC notes that the TEB report referred to its "[DELETED] approach" as "somewhat generic" but argues that even if this was reasonable, the TEB report does not explain why the approach created performance risk or otherwise offset the strength in SAIC's approach. *Id.*

Here, we decline to disturb GSA's risk assessment. The TEB report stated that "SAIC's methodology was somewhat generic, lacking specific details on the practicality of how the methodology would be implemented and how it would positively impact [task order] operations." AR, Tab 4, TEB Report at 31. We recognize that this statement was made in the context of GSA's evaluation of SAIC's management approach under one of the three components of the management approach factor. *Id.*; see TOR at 148-149 (item c). However, we note that the evaluation of proposals is a matter within the agency's discretion and here, the agency has provided a reasonable explanation as to why it determined that SAIC's proposal carried moderate performance risk under the overall factor. The TEB chairperson's declaration is credible and consistent with the narrative in the TEB report. Moreover, the TEB chairperson explained that the evaluation considered the management approach factor as a whole, and the generic methodology, along with the rest of the evaluation finding SAIC's management approach to reflect some understanding of the requirements, merited a finding that there was a moderate risk of unsuccessful performance. While SAIC disagrees with the agency's evaluation judgment here, such disagreement is not a basis to sustain the protest. This challenge is denied.

### Best-Value Tradeoff

SAIC challenges the agency's best-value tradeoff. Protest at 50-52; SAIC Comments & Supp. Protest at 74-77; SAIC Supp. Comments at 53-54. The protester primarily argues that the best-value tradeoff decision was unreasonable for not sufficiently explaining the basis for selecting Accenture's higher-rated, higher-priced proposal for award. For example, SAIC argues that the tradeoff decision does not discuss why the strengths associated with Accenture's proposal warrant its price premium, nor does the tradeoff decision sufficiently discuss the SSA's tradeoff under the management approach factor and the key personnel and project staffing factor. SAIC Comments & Supp. Protest at 76-77. SAIC also maintains that the tradeoff decision is unreasonably

based on a flawed underlying technical evaluation.<sup>18</sup> *Id.* at 74. As discussed below, we deny these challenges.

Where, as here, a procurement provides for issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth its higher price. *Strategic Operational Sols. Inc.*, B-423026.5, B-423026.6, July 22, 2025, at 8. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *CACI, Inc.-Fed.*, B-420441.3, Nov. 5, 2022, at 12.

FAR part 16 requires that agencies document the basis for award and the rationale for any tradeoffs among price and non-price considerations in making the award decision. FAR 16.505(b)(7). However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.*; *Strategic Operational Sols., Inc., supra.*

The record reflects that the SSA reviewed and concurred with the TEB's evaluation findings. AR, Tab 5, SSDD at 7. In making the source selection decision, the SSA discussed SAIC's technical evaluation results overall, then assessed the merits of SAIC's proposal under the technical approach and scenario response factor, the management approach factor, and the key personnel and project staffing factor. *Id.* at 129-130. For example, the SSA assessed how SAIC's technical approach and scenario response proposal included a "proactive [DELETED] approach with a relevant, direct, and continuous [DELETED]" which "result[ed] in a strength." *Id.* at 129. The SSA also discussed SAIC's "[DELETED] organizational structure" management approach and explained that SAIC's "proactive and collaborative framework" would provide benefits to the government. *Id.* at 129-130. Further, the SSA noted that SAIC's key personnel were found to be "highly qualified experts and met all the required qualifications[.]" *Id.* at 130. The SSA reviewed the merits of Accenture's proposal in a similar fashion, reviewing it on an overall basis before proceeding to a discussion of the proposal under each evaluation factor. *Id.* at 131-133.

Comparing the proposals, the SSA explained that the technical approach and scenario response factor was the most important evaluation factor. *Id.* at 136. To this point, the SSA stated that "the benefits associated with Accenture's superior technical approach and reduced performance risk represents the best overall value to the Government." *Id.* In reaching this conclusion, the SSA noted that SAIC's proposal would provide a cost

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<sup>18</sup> In its comments and supplemental protest, SAIC argued that the tradeoff narrative improperly credited Accenture with attributes from SAIC's proposal. SAIC Comments & Supp. Protest at 75-76. SAIC did not address this challenge in its supplemental comments. Therefore, we consider it abandoned and will not address it further.

savings of \$30,467,759, or about 2.13 percent, but was associated with an inferior technical solution as Accenture's technical approach and scenario response was "unmatched when compared to SAIC." *Id.* The SSA specifically noted Accenture's proposed DevSecOps solution, its DDLC support, and its draft transition-in plan. *Id.* The SSA also discussed the agency's preference for Accenture's technical solution because it would give the government access to "Accenture's existing innovation and architecture, which consists of over 400 Innovation Centers, Studios, and Centers of Excellence located in over 90 cities worldwide." *Id.*

On this record, we deny SAIC's challenges to the best-value tradeoff decision. As an initial note, as discussed above, we have reviewed SAIC's challenges to the underlying technical evaluation and find no basis to disturb GSA's conclusions. Therefore, we reject SAIC's assertion that the source selection decision is tainted by a flawed underlying evaluation.

More salient here, we conclude that the source selection decision appropriately documents GSA's basis for the award decision and provides sufficient rationale for the tradeoff decision. The SSDD sufficiently explains the aspects of Accenture's proposal that warranted its price premium; namely, Accenture's superior approach under the most important evaluation factor, technical approach and scenario response.

We find the record sufficient to establish that GSA was aware of the relative merits of the competing proposals under each evaluation factor. While the SSDD does not include a direct point-by-point tradeoff analysis under the management approach factor or the key personnel and project staffing factor, there was no requirement for the agency to do so in this FAR part 16 procurement. *See Strategic Operational Sols., Inc., supra.* Critically, the record establishes that the SSA was aware of the merits of each proposal under each factor as demonstrated by the factor-by-factor discussion of each proposal. *See AR, Tab 5, SSDD at 129-130 (SAIC), 131-133 (Accenture).*

Ultimately, the record reflects that the source selection decision was focused on the differences between the competing approaches under the technical approach and scenario response factor. *Id.* at 136. That is not unreasonable here; the technical approach and scenario response factor was the most important evaluation factor and it was the factor with the most significant differences in evaluation results.

In conclusion, we find no basis to disturb GSA's source selection decision. SAIC's challenges represent disagreement with the agency's judgments but do not demonstrate that GSA's judgments were unreasonable. Accordingly, these challenges are denied.

The protest is denied.

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General Counsel