U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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Washington, DC 20548

Comptroller General
of the United States

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Decision

Matter of: Salience Technologies, LLC

File: B-424321

Date: June 17, 2026

W. Brad English, Esq., Emily J. Chancey, Esq., K. Beau Womack, Esq., Taylor R. Holt, Esq., and Hunter M. Drake, Esq., Maynard Nexsen PC, for the protester.
Olivia L. Lynch, Esq., Cherie J. Owen, Esq., William B. O'Reilly, Esq., and Adina B. Nelson, Esq., Crowell & Moring LLP, for Concept Plus, LLC, the intervenor.
Col. Justin A. Silverman, Michael J. Farr, Esq., Matney E. Rolfe, Esq., Lindsey A. Rasmussen, Esq., and Erika Whelan Retta, Esq., Department of the Air Force, for the agency.
Glenn G. Wolcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of protester's proposal is denied where the record shows the evaluation was reasonable and consistent with the terms of the solicitation.

2. Protester that is not in line for award does not qualify as an interested party to challenge the agency's best-value determination.

DECISION

Salience Technologies, Inc., of Reston, Virginia, protests the Department of the Air Force's issuance of a task order to Concept Plus, LLC (CPL) Inc., of Fairfax, Virginia, pursuant to fair opportunity proposal request (FOPR) No. FA8770-25-R-B006, to provide support services for the Air Force's "Reliability and Maintainability Information System" (REMIS). Protest at 3-6.[1] Salience protests that the agency "unreasonably evaluated Salience's proposal and made an irrational tradeoff and award decision." *Id.* at 1-2.

[1] The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

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

BACKGROUND

In March 2025, pursuant to section 16.505 of the Federal Acquisition Regulation (FAR), the agency issued the solicitation to contractors holding indefinite-delivery, indefinite-quantity (IDIQ) contracts under the Small Business Enterprise Applications Solutions program; the solicitation sought proposals to provide various support services for REMIS.[2] The solicitation's SOO included section 3.1, titled "Operations Support," and section 3.2, titled "Agile Capability Support," which reflected virtually all of the work contemplated by the solicitation.[3] In this context, each offeror was required to draft and submit a portion of the solicitation's performance work statement (PWS), describing its approach to meeting the specific requirements identified in SOO sections 3.1 and 3.2. *See* AR, Tab 3e, PWS at 4.

The solicitation provided that issuance of the task order would be based on a best-value tradeoff between technical and cost/price evaluation factors,[4] and established three equally weighted technical subfactors: operations support;[5] agile capability support;[6] and staffing approach.[7] AR, Tab 3d, Instructions to Offerors at 6. The solicitation

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[2] The agency describes REMIS as "a web-based data system for collecting, validating, editing, processing, integrating, standardizing and reporting equipment maintenance data," and states that it is "the system of record for organizational, intermediate, and depot level operational and authoritative information for all USAF [United States Air Force] weapon systems." Agency Report (AR), Tab 3f, Statement of Objectives (SOO) at 1.

[3] By way of an overview, section 3.1 of the SOO requires the contractor to "maintain[] operation of the REMIS system"; section 3.2 of the SOO requires the contractor to "implement[] new capability and software corrections," which "will include all aspects of the software development process." *See* AR, Tab 3d, Instructions to Offerors at 6; AR, Tab 3f, SOO at 2.

[4] The solicitation provided that the technical factor was significantly more important than cost/price. AR, Tab 3d, Instructions to Offerors at 9.

[5] Under this technical subfactor, the solicitation provided that the agency would assess the degree to which a proposal addressed, and demonstrated understanding of, the objectives identified in SOO section 3.1, titled "Operations Support." *Id.* at 9-10.

[6] Under this technical subfactor, the solicitation provided that the agency would assess the degree to which a proposal addressed, and demonstrated understanding of, the objectives identified in SOO section 3.2, titled "Agile Capability Support." *Id.*

[7] Under this technical subfactor, offerors were permitted to propose varying labor categories and levels of effort, and the solicitation provided that the agency would
(continued...)

provided that proposals would be assigned ratings of unacceptable, acceptable, or outstanding under each of the technical subfactors based on the degree to which the proposal addressed, and demonstrated an understanding of, the SOO requirements. *Id.* at 9-11. Finally, the solicitation provided that, to obtain a rating of outstanding, a proposal must "contain[] at least one strength," and defined a strength as "an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance." *Id.* at 10-11.

With regard to cost/price, the solicitation provided that proposals would be evaluated for completeness, unbalanced pricing, total evaluated price, cost realism, and reasonableness.[8] *Id.* at 11.

On or before May 1, 2025, proposals were submitted by eight offerors, including CPL, Salience, and a third offeror (referred to here as "Offeror B").[9] Thereafter, the proposals were rated as follows:

	Operations Support	Agile Capability Support	Staffing Approach	Cost/Price
CPL	Acceptable	Acceptable	Outstanding	$54.4 million
Offeror B	Acceptable	Acceptable	Acceptable	$40.3 million
Salience	Acceptable	Acceptable	Acceptable	$42.1 million

AR, Tab 10, Fair Opportunity Decision Document (FODD) at 12.[10]

In evaluating Salience's and Offeror B's proposals under the three technical subfactors, the agency concluded that both proposals met the solicitation requirements, but neither reflected proposed approaches that exceeded the requirements in a way advantageous to the agency; accordingly, no strengths were assessed in either Salience's or Offeror B's proposals, and the agency assigned ratings of acceptable to both proposals under each of the three technical subfactors. *Id.* at 12-13.

(...continued)
assess the extent to which the proposal demonstrated a thorough approach and an understanding of the staffing required to perform the task order requirements. *Id.* at 11.

[8] The agency's cost/price evaluation is not at issue in this protest.

[9] The proposals submitted by the other offerors are not relevant to this protest and are not further discussed.

[10] Following receipt of the agency report, GAO directed the agency to produce a revised version of Tab 10, with certain redactions removed. The revised version of Tab 10 is the document referenced throughout this decision.

In evaluating CPL's proposal under the first two technical subfactors (operations support and agile capability support), the agency similarly concluded that CPL's proposal met the solicitation requirements, but did not reflect proposed approaches that exceeded the requirements in a way advantageous to the agency, and assigned ratings of acceptable to CPL's proposal under those subfactors. *Id.* However, in evaluating CPL's proposal under the third technical subfactor, staffing approach, the agency noted that CPL offered a "Platform/Tech[nical] Debt Team," with a "heavy emphasis on addressing technical debt."[11] *Id.* at 13. The agency further noted that "[t]his team will be staffed with a dedicated [redacted] whose function will be to look at [redacted] affecting REMIS," which will [redacted]. *Id.* The agency concluded that "having dedicated technical debt focused resources" constituted a strength in CPL's proposal, and assigned the proposal a rating of outstanding under the staffing approach subfactor. *Id.* at 13.

In summarizing the evaluation, the agency again noted that the proposals submitted by Salience and Offeror B were both considered acceptable and met the solicitation requirements, but neither proposal contained any aspects that exceeded the solicitation's requirements under any of the technical subfactors. *Id.* at 12. The agency's analysis included comparing Salience's proposal as "similar" to Offeror B's proposal "in that staffing proved to be adequate but did not add sufficient value to the Government despite lower costs." *Id.* at 13. Further, Offeror B was determined to be the "lowest price acceptable offeror." *Id.* at 14. In this context, the agency compared CPL's proposal to that of Offeror B, concluding that "the strength [CPL] provided was advantageous to the Government and . . . the price for the strength was worth it to the Government."[12] *Id.*

On March 2, 2026, the agency notified Salience that it had selected CPL for award. After a debriefing, this protest followed.[13]

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[11] The agency defines "technical debt" as "deferred maintenance of, or delayed updates to Code, Architecture, Hardware, Software, Operating System, or DBMS [database management system]," and notes that Congress has discussed "technical debt" in the context of "software intensive systems," defining that term as "an element of design or implementation that is expedient in the short term, but that would result in a technical context that can make a future change costlier or impossible." Resp. to GAO Req. for Definition at 1; *see* National Defense Authorization Act for Fiscal Year 2022, Pub. L. No. 117-81, § 835, 135 Stat. 1541, 1836-37 (2021).

[12] Thereafter, the agency also performed a best-value tradeoff between CPL's proposal and another offeror's proposal that received a rating of outstanding under one of the technical subfactors, but offered a higher cost/price. AR, Tab 10, FODD at 14.

[13] The task order has an expected value exceeding $35 million and is therefore within our jurisdiction to review protests related to the issuance of orders under multiple award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B).

DISCUSSION

Salience protests that the agency's evaluation of its proposal failed to recognize various alleged strengths. The protester also asserts that the agency's best-value tradeoff determination was flawed. As discussed below, we find no basis to sustain the protest.

Evaluation of Salience's Proposal

First, Salience asserts that the agency "failed to award Salience multiple technical strengths" in evaluating its proposal and should have assigned it ratings of outstanding. Protest at 1, 4. For example, Salience complains that its technical proposal should have received a strength assessment under the agile capability support evaluation subfactor because, in responding to the solicitation's requirement that offerors propose to support an "automated testing environment," *see* AR, Tab 3f, SOO at 5, Salience proposed to "accelerat[e] deployment cycles" using various tools, and made representations regarding its prior performance of other government contracts. Protest at 3; *see* AR, Tab 5, Salience Technical Proposal at 12-13.

The agency responds that the solicitation's requirements regarding automation contemplated acceleration of deployment cycles "by eliminating manual delays and enabling faster, more secure releases"; accordingly, the agency viewed Salience's proposal to accelerate deployment cycles as "an expected outcome." AR, Tab 16, Decl. of Technical Lead at 7. Further, the agency notes that Salience's proposal "did not include shortened timelines or any tangible application of [its proposed acceleration]." Contracting Officer's Statement (COS) at 14. Finally, the agency characterizes Salience's representations regarding its performance under other contracts as "purely conjecture related to [its] past performance," and notes that the solicitation's evaluation criteria did not include past performance. *Id.* In short, the agency maintains that this aspect of Salience's proposal did not constitute proposed performance that exceeded the solicitation requirements in manner advantageous to the agency and, thus, did not warrant a strength assessment.

By way of another example, Salience asserts that its proposal should have received a strength assessment under the staffing approach evaluation subfactor due to the "[redacted] Surge agile team" it proposed.[14] Protest at 4. Salience states that its "[redacted] Surge team" was "intentional" and reflected "industry best practices." *Id.* Based on its proposed "efficiency," Salience asserts that this aspect of its proposal "certainly warranted a strength." *Id.*

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[14] Pursuant to one of the contract line item numbers in the solicitation, offerors were directed to propose a team for "surge development." AR, Tab 3d, Instructions to Offerors at 4.

The agency responds that it "did *not"* find Salience's proposed approach to meeting the solicitation's surge requirements as warranting a strength assessment. AR, Tab 16, Decl. of Technical Lead at 9. More specifically, the agency notes that the surge team Salience proposed was staffed with "[redacted] full-time equivalents (FTEs), which aligns with current industry standard team sizes of 5 to 9 FTEs." *Id.* The agency agrees that this aspect of Salience's proposal met the solicitation requirements and reflected "industry best practices." *Id.* Nonetheless, the agency maintains that Salience's approach, which is "common in industry," did not exceed the solicitation requirements in a manner advantageous to the agency and, accordingly, did not warrant a strength assessment. *Id.* at 9-10.

Overall, in response to Salience's various complaints regarding purported strengths in its proposal, the agency states: "Salience's alleged proposed strengths met the requirements outlined in the Solicitation, but did not demonstrate unique benefits or exceed expectations to warrant strengths." *Id.* at 10. Accordingly, the agency maintains that its ratings of acceptable under each of the technical subfactors was appropriate.

The evaluation of proposals in a task order competition conducted under FAR section 16.505, including the determination of the relative merits of proposals, is primarily a matter within the agency's discretion. *DirectViz Sols., LLC*, B-421598, B-421598.4, July 19, 2023, at 8; *Logistics Mgmt. Inst.*, B-417601 *et al.*, Aug. 30, 2019, at 4. In reviewing a protest of a task order competition, we do not reevaluate proposals but examine 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. *Gunnison Consulting Grp., Inc.*, B-418876 *et al.*, Oct. 5, 2020, at 10. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that the agency acted unreasonably. *Id.*

Here, we have reviewed all of Salience's assertions regarding the various strengths assessments it maintains it should have received and find no basis to question the agency's determination that Salience's proposal met, but did not exceed, the solicitation requirements in a manner advantageous to the agency. For example, the record supports the agency's determination that, due to the solicitation's requirement that offerors support an automated testing environment, the acceleration of deployment cycles was an expected outcome and, therefore, did not exceed the solicitation requirements. Similarly, we find no basis to question the agency's determination that Salience's proposal of a [redacted] surge team is "common in industry" and, accordingly, did not reflect a unique approach that exceeded the solicitation requirements in a manner advantageous to the agency. In short, we have reviewed all of Salience's complaints regarding the agency's evaluation of its proposal and find no merit in them. Accordingly, this protest ground is denied.

Best-Value Determination

Finally, Salience makes various assertions regarding the agency's best-value tradeoff determination in favor of CPL. However, as noted above, both Salience's and Offeror B's technical proposals were evaluated as acceptable, but neither contained any aspect that exceeded the solicitation requirements under any of the technical evaluation subfactors; further, Offeror B offered a lower cost/price. That is, as discussed above, the agency's analysis included comparing Salience's and Offeror B's proposals, and comparing Offeror B's and CPL's proposals, and the agency reasonably determined that there were no aspects of Salience's proposal that would warrant paying a higher price over Offeror B's proposal. *See* AR, Tab 10, FODD at 12-14. On this record, it is clear the agency ranked Offeror B's proposal ahead of Salience's due to its lower price;[15] accordingly, Salience was not in line for award of the task order.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for contract award were its protest to be sustained. *See*, *e.g.*, *Manhattan Strategy Grp., LLC,* B-420021 *et al.*, Oct. 26, 2021, at 7; *Empirical Concept, Inc.*, B-415213, Dec. 6, 2017, at 6.

Here, the agency concluded that Offeror B was the "lowest price acceptable offeror" and performed a best-value tradeoff determination against CPL's and Offeror B's proposals. AR, Tab 10, FODD at 14. Further, neither Salience's nor Offeror B's proposals contained any proposed enhancement that warranted a strength assessment, and as discussed above, we reject Salience's various challenges to its technical evaluation. On this record, Salience was not in line for award and, thus, is not an interested party to challenge the agency's best-value determination. Accordingly, this protest ground is dismissed.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

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[15] Following the agency's disclosure of its determination that Offeror B was the lowest-priced, technically acceptable offeror, Salience did not challenge the agency's evaluation of Offeror B's proposal in any way. *See generally* Resp. to Req. for Partial Dismissal.