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Decision

Matter of: Serco Inc.

File: B-424352; B-424352.2

Date: June 29, 2026

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Major William R. Carpenter, Major Katherine M. Calderon, and Robert B. Neill, Esq., Department of the Army, for the agency.

Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that awardee had an unfair competitive advantage based on its hiring of a former Army employee with access to non-public, competitively useful information is denied where the record shows that the agency meaningfully considered the matter and reasonably concluded that the awardee did not have an unfair competitive advantage.

2. Protest challenging agency's evaluation of proposals under the solicitation's technical factor is denied where the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria.

DECISION

Serco, Inc., of Herndon, Virginia, protests the award of a contract to Booz Allen Hamilton Inc., of McLean, Virginia, under request for proposals (RFP) No. W91QF425RA0080004, issued by the Department of the Army for mission support services for the planning, coordination, and execution of exercises conducted by the U.S. Army's Mission Command Training Program (MCTP). The protester contends that the awardee had an unfair competitive advantage based on its hiring of a former Army employee and that the agency's evaluation of proposals and source selection decision were unreasonable.

We deny the protest.

BACKGROUND

The U.S. Army's MCTP "supports the collective training of U.S. Army units" by planning and executing exercises "at worldwide locations to train leaders and provide[] commanders the opportunity to train on mission command" in large scale combat operations in a contested, multi-domain environment. Agency Report (AR), Tab 95, RFP, attach. 6, Performance Work Statement (PWS) at 7.¹ As relevant to this protest, the MCTP conducts warfighter exercises (WFXs) in support of corps and division training audiences "to achieve unit training objectives, prepare training audiences to fight and win in multidomain environments, and to ensure that MCTP key observations are shared across the Army."² *Id.* at 7-8.

The Army issued the RFP on April 29, 2025, in accordance with the procedures of Federal Acquisition Regulation (FAR) Part 15, seeking proposals to provide mission support services for the planning, coordination, and execution of exercises for the MCTP. *Id.*; COS at 1; AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 1. The solicitation contemplated the award of a cost-plus-fixed-fee contract for a 12-month base period and seven 12-month option periods. PWS at 39-40.

The RFP provided for the award of the contract on a best-value tradeoff basis, considering cost and the following four non-cost factors: (1) technical; (2) staffing and management plan; (3) small business participation; and (4) past performance. AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 3. For the purposes of making the best-value determination, the solicitation explained that the technical and staffing and management plan factors were of equal importance, and were the most important evaluation factors with each "significantly more important than" the small business participation and past performance factors. *Id.* at 1-2. The RFP also stated that the four non-cost factors, when combined, were significantly more important than cost. *Id.* at 2.

¹ The agency amended the solicitation four times. Contracting Officer's Statement (COS) at 2. Unless otherwise noted, citations to the PWS in this decision are to the final version issued as part of amendment 0003 and citations to the RFP in this decision are to the final conformed version issued by the agency as part of amendment 0004. See *id.* at 2-3.

² The MCTP also supports exercises beyond the WFXs it develops. Specifically, the MCTP: (1) supports exercises that are planned and executed by U.S. combatant commands or U.S. Army service component commands by supplying trainers and an after-action review contractor support package; (2) executes mission readiness exercises for army units identified as "Deployment Expeditionary Force[s]"; and (3) provides assistance to Army units in support of contingency operations. PWS at 7-8.

As relevant here, the RFP provided that the agency would evaluate proposals under the technical factor considering each offeror's proposed approach and whether the proposal demonstrated an understanding of the PWS requirements. AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 4. Under the technical factor, the agency was to also evaluate each offeror's understanding of, and proposed approach to performing, a sample exercise problem. *Id.* In performing its evaluation under the technical and staffing and management plan factors, the agency was to assess significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, deficiencies, and risks in the proposals.³ *Id.* at 5-7. The RFP stated that the agency would assign each proposal a combined technical/risk rating of outstanding, good, acceptable, marginal, or unacceptable under the technical, staffing and management plan, and small business factors. *Id.* at 5-8.

On or before the solicitation's September 15, 2025 closing date, the Army received proposals from two offerors, Serco and Booz Allen. COS at 4. After evaluating initial proposals, the agency established a competitive range including both offerors and conducted discussions. *Id.* Following discussions, the Army evaluated the final revised proposals as follows:

	Serco	Booz Allen Hamilton
Technical	Acceptable	Outstanding
Staffing and Management Plan	Good	Outstanding
Small Business Participation	Outstanding	Outstanding
Past Performance	Substantial Confidence	Substantial Confidence
Cost	\$692,055,781	\$748,886,679

AR, Tab 205, Source Selection Evaluation Board (SSEB) Report at 2.

The source selection authority (SSA) reviewed the SSEB report and the source selection advisory council's comparative analysis of proposals and conducted an independent analysis of proposals. AR, Tab 204, Source Selection Decision (SSD) at 67. The SSA decided that, based on the relative importance of the evaluation factors set forth in the RFP, Booz Allen's proposal provided the best value to the government. *Id.* at 67-68. The SSA noted that Booz Allen's proposal was more advantageous than Serco's under each of the two most important factors--technical and staffing and management plan. *Id.* The SSA identified six strengths assessed in Booz Allen's proposal as positive discriminators that merited the Army paying a \$56,830,898, or 8.2 percent, cost premium. *Id.* at 68.

³ As relevant to this decision, the RFP defined a significant strength as "[a]n aspect of an [o]fferor's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance." *Id.* at 6. The RFP defined a strength as "[a]n aspect of an [o]fferor's proposal with merit or [that] will exceed specified performance or capability requirements to the advantage of the Government during contract performance." *Id.*

On February 25, 2026, the Army awarded the contract to Booz Allen and informed Serco its proposal was not selected for award. COS at 5; AR, Tab 210, Unsuccessful Offeror Notice. The agency provided Serco with a debriefing, which closed on March 16. COS at 5; AR, Tab 213a, Army Response to Serco Debriefing Questions. On March 23, Serco filed this protest.

DISCUSSION

The protester alleges that Booz Allen possesses an unfair competitive advantage through its employment of a former government employee and challenges several aspects of the agency's evaluation of proposals. We note that the protester raises several collateral arguments. While our decision does not address every argument, we have reviewed all the arguments and conclude that none provide a basis to sustain the protest.⁴ We discuss several representative examples below.

Unfair Competitive Advantage

Serco contends that a Booz Allen employee who worked on the firm's proposal previously had access to nonpublic, competitively useful information based on the individual's prior employment with the Army. Protest at 26-41; Comments & Supp. Protest at 7-41; Supp. Comments at 4-29. The protester alleges that this access to information gave Booz Allen an unfair competitive advantage that the agency failed to reasonably investigate. *Id.* Specifically, Serco identifies a Booz Allen employee who previously served as the Commander of the "World Class Opposing Forces (WCOPFOR) Division" of the MCTP from January 2019 until November 2022, and continued supporting the MCTP until January of 2023.⁵ Protest at 32-33; AR, Tab 217, April 21 Unfair Competitive Advantage Memorandum at 6. The protester alleges that, in this role, the former WCOPFOR Commander had access to "a wide array of confidential information about Serco's contract performance" on the incumbent contract, including Serco's approaches to staffing and performance, proprietary information technology (IT)

⁴ Serco initially argued that a different Booz Allen employee also presents an unfair competitive advantage. See Protest at 41-45. In addition, the protester argued that the agency unreasonably failed to credit Serco's proposal with several strengths under the technical factor based on the firm proposing to provide contract deliverables earlier than required, offering a [DELETED] not required by the PWS, and providing a [DELETED] of the sample exercise troop list. Protest at 48-58, 62-68. Serco further contended that the Army "overlooked" multiple strengths in Serco's proposal under the staffing and management plan factor. Protest at 68-71. The protester later withdrew these allegations. Comments & Supp. Protest at 44, n.11.

⁵ The WCOPFOR "plans and executes the employment of a near-peer to peer threat during MCTP WFXs and other exercises as directed[.]" *i.e.*, acts as the opponent of the Army units undertaking MCTP exercises. See PWS at 20-21.

tools, and performance reviews.⁶ *Id.* at 33-40. Serco avers that, had the agency conducted a reasonable investigation, it would have found that Booz Allen had at least the appearance of an unfair competitive advantage which should have rendered Booz Allen ineligible for award. Comments & Supp. Protest at 9, 39-40; Supp. Comments at 17-29.

Contracting agencies are to avoid even the appearance of impropriety in conducting government procurements. FAR 3.101-1; *Perspecta Enter. Sols., LLC*, B-418533.2, B-418533.3, June 17, 2020, at 7. Where a firm may have gained an unfair competitive advantage through its hiring of a former government employee, the firm can be disqualified from a competition based on the appearance of impropriety that results.⁷ *Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, at 28-29. This is true even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on hard facts and not mere innuendo or suspicion. *Verisys Corp.*, B-413204.5 *et al.*, Oct. 2, 2017, at 9. However, a person's familiarity with the type of work required, resulting from a prior position in the government, is not, by itself, evidence of an unfair competitive advantage. *Perspecta Enter. Sols., supra*; *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, at 24-25.

In determining whether an offeror obtained an unfair competitive advantage by hiring a former government employee with knowledge of non-public information, our Office has considered a variety of factors, including whether the non-public information was in fact available to the firm, whether the non-public information was proprietary information,

⁶ The incumbent MCTP support contract was awarded to Northrop Grumman Systems Corporation in 2019. Protest at 2, n.2. On May 24, 2025, Serco acquired the operations, activities, and assets of the Northrop Grumman business unit that had been performing the incumbent MCTP contract and continued performing the contract, with the same staff and assets, under the Serco name. *Id.* For clarity and consistency in the decision, references in this decision to the incumbent MCTP contractor will refer to Serco.

⁷ The unfair competitive advantage analysis stemming from a firm's employment of a former government employee is virtually indistinguishable from the concerns and considerations that arise in protests where there is an allegation that a firm has gained an unfair competitive advantage arising from its unequal access to information as a result of an organizational conflict of interest. See generally FAR § 9.505 (general rules regarding organizational conflicts of interest). In these cases, an unfair competitive advantage is presumed to arise where an offeror possesses competitively useful non-public information that would assist that offeror in obtaining the contract, without the need for an inquiry as to whether that information was actually utilized by the awardee in the preparation of its proposal. *Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009 at 28 n.15 (*citing Aetna Gov't Health Plans, Inc.; Foundation Health Fed. Servs., Inc.*, B-254397.15 *et al.*, July 27, 1995, at 18-19 n.16).

and whether the non-public information was competitively useful. *Sigmattech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, at 9. Whether the appearance of impropriety based on an alleged unfair competitive advantage exists depends on the circumstances in each case, and, ultimately, the responsibility for determining whether an appearance of impropriety exists, and whether an offeror should be allowed to continue to compete, is a matter for the contracting agency, and we will not disturb the contracting agency's determination in this regard unless it is shown to be unreasonable. *Unisys Corp.*, B-403054.2, Feb. 8, 2011, at 5.

After Serco raised its protest allegation on March 23, the contracting officer launched an investigation into whether the Booz Allen employee in question had access to non-public, competitively useful information. COS at 7. In her initial investigation, the contracting officer interviewed the Booz Allen employee at issue and three current MCTP employees. AR, Tab 217, April 21 Unfair Competitive Advantage Memorandum at 6-13. The contracting officer also reviewed a 2023 declaration from the employee, a related notice from Booz Allen that it was hiring the former WCOPFOR Commander, a 2023 Army ethics opinion issued when the former government employee first joined Booz Allen, and the instant procurement's solicitation documents. *Id.* at 2-3, 13-16

Based on her initial inquiry, the contracting officer found that, while the former government employee did contribute to Booz Allen's MCTP proposal submission, he did not have access to any competitively useful, non-public information regarding Serco's performance under the incumbent contract.⁸ *Id.* at 16. In reaching this finding, the contracting officer concluded that the former government employee did not oversee Serco's contract performance on the incumbent contract and did not have access to "confidential" performance approaches, staffing strategies, reviews of Serco's performance, or proprietary Serco IT tools. *Id.* at 14. The contracting officer noted that the WCOPFOR Commander's role was "operational in nature" and therefore the former government employee did not have access to proprietary or source selection sensitive Serco information. COS at 7-8. The investigation also found that the former government employee had not participated in any way in the development of the current procurement's requirements or solicitation documents, noting further that he "did not see or receive any proposal materials from Serco[.]" AR, Tab 217, April 21 Unfair Competitive Advantage Memorandum at 7.

In its comments and supplemental protest, the protester argues that the agency did not conduct a reasonable or thorough investigation, and that some of the statements relied on by the investigation were inconsistent with the record. Comments & Supp. Protest at 30-41. In this regard, Serco alleges that the record clearly demonstrates that the

⁸ The contracting officer also noted that the former government employee was given a briefing in 2019 that contained "information regarding the number of contractor personnel supporting WCOPFOR exercises" but that this same information was publicly available and included as an exhibit to the draft and final solicitations for this requirement. *Id.* at 14.

former government employee, in his role as WCOPFOR Commander, had access to contract deliverables and other Serco-created documents containing staffing information and information about proprietary Serco IT tools, and regularly interacted with Serco employees during the planning, design, execution, and after-action report process of a WFX. *Id.*

In response to this argument, and an accompanying declaration from a Serco employee detailing the types of contract deliverables that would be accessible to the WCOPFOR Commander, the contracting officer again considered whether Booz Allen's hiring of this employee represented an unfair competitive advantage. AR, Tab 249, May 12 Unfair Competitive Advantage Memorandum; *see also* Comments & Supp. Protest, exh. 23, Serco Decl. The contracting officer interviewed the current WCOPFOR Commander, reviewed the contract deliverables cited by the protester, and once again found Serco's allegations to be without merit. AR, Tab 249, May 12 Unfair Competitive Advantage Memorandum. In this regard, the contracting officer found no basis to conclude that the contract deliverables and other documents cited by the protester contained proprietary, competitively useful information. *Id.* at 4-6. Specifically, the contracting officer noted that none of the contract deliverables cited by the protester were marked proprietary. *Id.* at 4-5. The contracting officer also noted that, when preparing to use two deliverables as example attachments to the instant RFP, she checked with Serco to confirm that the two deliverables were not proprietary.⁹ *Id.* at 4-5, 32-33. Serco did not indicate that the deliverables were proprietary and only asked that the Army redact any contractor staff names or dollar amounts from examples included in the RFP. *Id.* at 32-33.

The contracting officer further found that any access to proprietary Serco IT tools would not be competitively useful in the instant procurement because the Army had removed the procurement of WFX training environment software from the instant solicitation in January 2024. *Id.* at 5; *see also* AR, Tab 218, Second Draft RFP Notice ("The Government has removed the requirement for the contractor to develop or provide software for use in its performance under the MCTP training support contract."). The contracting officer also considered whether the former WCOPFOR Commander's assessments of contractor staff performance following a WFX provided him with access to competitively useful contract performance review information. AR, Tab 249, May 12 Unfair Competitive Advantage Memorandum at 5. She found that the assessments arising from the after-action review process were concerned with how successful

⁹ Notably, the RFP included as technical exhibits an example of many of the types of contract deliverables the protester alleges the former government employee could have used to glean staffing or technical approach and contractor performance information, including a contractor progress, status, and management report, WFX simulation control plans, and an after-action report. AR, Tab, 11, RFP Technical Exhibit 4, April 2023 Contractor's Status Report; AR, Tab 12, RFP Technical Exhibit 5, WFX 23-4 Simulation Control Plan; AR, Tab 20, RFP Technical Exhibit 12, Contractor After-Action Report for WFX 23-4.

contractor, civilian, and military staff performed compared to the role they were expected to play in that WFX rather than “a formal [Contractor Performance Assessment Rating System]-type review.” *Id.* The contracting officer concluded that none of the information proffered by the protester was non-public, proprietary, competitively useful information that could result in an unfair competitive advantage in this procurement. *Id.* at 6.

We find no basis in the record to question the scope of the contracting officer’s investigation or the reasonableness of her determinations. In this regard, we find that the contracting officer reasonably determined that the contract deliverables and WCOPFOR operational documents identified by the protester did not include the type of non-public, competitively useful information that could form the basis of an unfair competitive advantage. As noted above, a person’s familiarity with the type of work required, resulting from the person’s prior position in the government, is not, by itself, evidence of an unfair competitive advantage. *Perspecta Enter. Sols., supra* Serco has failed to meaningfully explain how access to the contract deliverables at issue--several of which were included as attachments to the RFP and do not include any source selection sensitive Serco pricing or unique technical approach information--could have provided Booz Allen with an unfair competitive advantage in this procurement.

Where there are no hard facts to establish that a former government employee had access to competitively useful information, the use of that individual by a competitor does not establish that the firm maintained an unequal competitive advantage. *McKissack-URS Partners, JV*, B-406489.7, Jan. 9, 2013 at 7. Further, GAO affords substantial deference to an agency’s findings and we will not substitute our judgment for the agency’s when the agency’s conclusions are reasonable. *See Sigmatech, Inc., supra*. Serco’s disagreement with the agency’s findings about whether the information, contained in deliverables and operational documents from the incumbent contract, was non-public or competitively useful, without more, does not invalidate the agency’s reasonable judgment that Booz Allen did not have an unfair competitive advantage.¹⁰

¹⁰ Serco also generally alleges that the former government employee had access to non-public, competitively useful information in an “MCTP [p]ortal” that housed Serco contracting documents in addition to operational documents like contract deliverables. See Comments & Supp. Protest at 29-31. As noted above, where a protester raises an allegation of an unfair competitive advantage stemming from a competitor’s employment of a former government official, that protester must “identify hard facts that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough.” *Science Applications Int’l Corp.*, B-406899, Sept. 26, 2012, at 8-9. If a protester relies on bare assertion, without further supporting details or evidence, our Office will find that the protest ground essentially amounts to no more than speculation and does not meet the standard contemplated by our regulations for a legally sufficient protest. *Eagle Techs., Inc.*, B-420135.2 *et al.*, June 22, 2022, at 4.

Here, the protester does not support its general contention that the MCTP portal contained Serco contracting documents that could form the basis for an unfair

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Technical Evaluation

Serco alleges that the agency's evaluation of proposals under the technical factor was not conducted in accordance with the terms of the solicitation and was otherwise unreasonable or unequal. First, the protester contends that the agency unreasonably failed to credit Serco's proposal with a significant strength for proposing advanced planning in its shipping support plan, which Serco argues exceeds the solicitation's event life cycle planning requirements. Protest at 58-60; Comments & Supp. Protest at 45-52. In this regard, the protester explains that it proposed to begin some advance planning [DELETED] ahead of a WFX when the PWS's baseline WFX event life cycle only required the contractor to begin planning for an exercise 300 days ahead of time. Comments & Supp. Protest at 49 (*citing* AR, Tab 184, Serco Technical Proposal at III-8). The protester specifically notes that its proposal begins planning [DELETED] before a scheduled exercise, and this advanced planning merited a significant strength because it exceeds the PWS's requirements in a manner that provides a considerable advantage to the government. *Id.*

The Army responds that it reasonably did not assess a strength or significant strength for Serco's proposed advanced planning. COS at 13-14; Memorandum of Law (MOL) at 30-35. The agency contends that Serco's proposal does not clearly explain how the advanced planning in its shipping plan exceeds the PWS requirements in a manner that is advantageous to the agency. COS at 13-14; MOL at 31-32. The agency argues that the PWS already requires significant advanced planning for each exercise, and that proposing even more advanced planning does not necessarily merit a strength. MOL at 31-32.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, at 9. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to

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competitive advantage. Serco's supporting declaration only explains that the MCTP portal is maintained by the contractor and is the repository for contract deliverables and "various other pre-WFX and post-WFX documents[.]" Comments & Supp. Protest, exh. 23, Serco Decl. at 1-3. Accordingly, we dismiss this protest allegation because Serco fails to specifically allege hard facts regarding what non-public, competitively useful contracting or source selection sensitive documents are in the portal (which Serco was tasked with maintaining under the incumbent contract), other than the contract deliverables and operational documents already addressed by the agency's unfair competitive advantage investigation.

establish that the agency acted unreasonably. *Vertex Aerospace, LLC*, B-417065, B-417065.2, Feb. 5, 2019, at 8.

Here, we see no basis to question the agency's assessment that this aspect of Serco's proposal met the solicitation's requirements but did not merit a significant strength. The RFP defined a significant strength as an "aspect of an Offeror's proposal with appreciable merit or [that] will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance." AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 6. The protester has not clearly demonstrated how its proposal to [DELETED] before the scheduled WFX has been planned will confer a considerable advantage to the government during performance.¹¹

As noted above, under the technical factor, the agency was to evaluate each offeror's understanding of, and proposed approach to performing, a sample exercise problem, including each offeror's proposed approach to "packing and shipping of equipment, setup, execution, breakdown, and return packaging and shipping." *Id.* Serco's proposed response to the sample exercise problem included figure III-14, which set forth a "[s]hipping [s]upport [p]lan" that stated that [DELETED] before the WFX that Serco would [DELETED]. AR, Tab 184, Serco Technical Proposal at III-46. The record demonstrates that, when evaluating this aspect of Serco's proposal, the agency specifically noted that the proposal's response to the sample exercise "met the PWS requirements" to pack, ship, setup, breakdown, and return the exercise equipment, and identified the sections of Serco's proposal that it found to have met those requirements. AR, Tab 205, SSEB Report at 9 (*citing* AR, Tab 184, Serco Technical Proposal at §§ III.B.3, III.B.4, III.B.6, III.B.7, and Figure III-14).

While the protester complains that the agency's evaluation did not separately address the Army's consideration of whether this proposal aspect merited a strength, the record is clear that the agency considered Serco's shipping support plan and documented that it met the solicitation's requirements. Our Office has explained that an agency is not required to credit a proposal aspect as a strength simply for exceeding the RFP requirements unless the agency also concludes that the feature would be advantageous to the government. *Centerra Group, LLC*, B-414768, B-414768.2, Sept. 11, 2017, at 8-9 (*quoting* *Avon Prot. Sys., Inc.*, B-411569.2, Nov. 13, 2015, at 8). Further, an agency is not required to document all "determinations of adequacy" or explain why a proposal did not receive a weakness or strength for any particular item. *Enterprise*

¹¹ While the protester contends that this advanced planning will provide "unparalleled shipment reliability, unphased by force majeure events and geo-political pressures[.]" it does not meaningfully explain why its proposed timeline confers this benefit compared to a shorter one, or how such advanced planning would avoid unexpected events that occur on planned shipping dates. See Supp. Comments at 52-53; see also PWS at 46 ("shipping dates shall be approved by the [contracting officer's representative] thirty days before any exercise shipment").

Servs., LLC et al., B-415368.2 *et al.*, Jan. 4, 2018, at 8. While Serco may disagree with the agency's judgement, it does not meaningfully explain how this proposal aspect would confer a considerable advantage to the government. It has therefore failed to establish that the agency's decision not to assess a significant strength was unreasonable.¹²

Serco also argues that it should have received a strength for proposing a terrain database that can [DELETED] to support training exercises. Protest at 60-62 (*citing* AR, Tab 184, Serco Technical Proposal at III-15). The protester contends that this aspect of its proposal goes beyond the PWS requirements, which only required offerors to maintain and modify terrain data provided by the Army, and would avoid the time and cost of [DELETED]. Comments & Supp. Protest at 52-57. The agency responds that it considered the protester's proposed database and concluded that it did not merit a strength. MOL at 36-37. The agency explains that the terrain data is provided by the government and Serco's offer is "something the Army does not want[.]" Supp. MOL at 16; Supp. COS at 4.

We see no basis to sustain this protest ground. In this regard, the record demonstrates that the agency reviewed the section of the proposal relied upon by the protester and found that Serco "demonstrated an acceptable approach and understanding of the requirements to build and maintain exercise operating environments/scenarios with associated databases[.]" AR, Tab 205, SSEB Report at 8 (*citing* AR, Tab 184, Serco Technical Proposal at ¶ III.A.2). In other words, the evaluators did not conclude that Serco's proposed terrain [DELETED] capability would be advantageous to the government.

Further, we see no basis to object to the agency's explanation that this proposal aspect did not merit a strength because the terrain data is already provided by the government.¹³ As discussed above, an agency is not required to credit a proposal

¹² Serco separately argues that, to the extent the agency reasonably determined that Serco's shipping support plan--which begins [DELETED] before a WFX--only met the RFP requirements, then the agency unreasonably failed to assess a deficiency to Booz Allen's proposal for its shipping plan, which started only [DELETED] days ahead of a WFX. See Supp. Comments at 50-52. However, the protester fails to identify a specific RFP requirement that shipping planning begin more than [DELETED] days ahead of a WFX. Instead, Serco conflates the beginning of the PWS event life cycle, which begins 300 days before a WFX, with a specific requirement to begin planning shipping. See *id.* at 51 n.25. Without more, we see no basis to conclude the agency disparately evaluated this aspect of the two proposals when it found that neither shipping plan conferred an advantage to the government meriting a strength or significant strength.

¹³ The agency also notes that, as discussed in the section addressing the alleged unfair competitive advantage, the Army chose to avoid purchasing proprietary software in this procurement. Supp. MOL at 17; see *also* AR, Tab 218, Second Draft RFP Notice ("The
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aspect as a strength simply for exceeding the RFP requirements unless the agency also concludes that the feature would be advantageous to the government. *Centerra Group, LLC, supra*. While the protester disagrees with the agency's assessment of whether this proposal aspect is advantageous to the government, we do not conclude that such disagreement renders the evaluation unreasonable. *Vertex Aerospace, LLC, supra*.

Serco also challenges the agency's assessment of a strength in Booz Allen's proposal under the technical factor for the firm's demonstrated cybersecurity experience. Comments & Supp. Protest at 57-62; Supp. Comments at 46-49. The protester contends that the assessment of a strength based on Booz Allen's demonstrated experience was inconsistent with the solicitation's evaluation criteria, which did not call for the evaluation of experience as part of the evaluation conducted under the technical factor. *Id.* The agency responds that its evaluation was reasonable and consistent with the solicitation's evaluation criteria. Supp. COS at 4; Supp. MOL at 18-20.

As relevant here, the RFP provided that the agency would evaluate proposals under the technical factor considering each offeror's proposed technical approach and whether that approach demonstrates an understanding of the PWS tasks. AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 4. In its evaluation of Booz Allen's proposal, the agency assessed a strength for Booz Allen's "significant demonstrated experience in providing cybersecurity expertise." AR, Tab 205, SSEB Report at 7. The strength explained that paragraph 5.5.7 of the PWS required the successful contractor "to provide trained and certified cyber security assurance administrators." *Id.* The strength further recognized that "Deltek's GovWin Federal Cybersecurity Market report (2024-2028) recognizes [Booz Allen] as the federal government's leading cybersecurity prime contractor, topping all cyber-related contract obligations in [fiscal year] 2021-2023[.]" *Id.* (citing AR, Tab, 202, Booz Allen Technical Proposal at 4). The evaluators concluded that Booz Allen's "extensive demonstrated experience in cybersecurity assurance significantly reduces the risk of unsuccessful performance." *Id.*

On this record, we see no basis to question the agency's assessment of a strength for Booz Allen's ability to provide cybersecurity assurance administrators. We find it reasonable for the agency to have considered Booz Allen's description of the validation of its cybersecurity experience by a third party, and to have treated this proposal aspect as advantageous to the identified PWS task, which required the provision of cybersecurity assurance personnel. See Supp. MOL at 20. Further, we disagree with the protester that the agency's consideration of experience discussed in a technical proposal is inconsistent with the RFP's requirement to evaluate each offeror's approach and understanding. Our Office has explained that, in the absence of a solicitation provision to the contrary, "an offeror may well choose to demonstrate its understanding, capability, and approach by way of past experience[.]" See *N&S Property Servs., LLC*,

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Government has removed the requirement for the contractor to develop or provide software for use in its performance under the MCTP training support contract.").

B-423852.2; B-423852.3, Mar. 10, 2026, at 8. Here, Serco has not identified, nor has our review of the solicitation revealed, any prohibition on the agency considering demonstrated experience in its technical evaluation.¹⁴ Without more, we view the protester's objections to the value placed by the agency on Booz Allen's demonstrated cybersecurity experience to amount to nothing more than disagreement with the agency's judgement, which does not provide a basis to sustain the protest. *Vertex Aerospace, LLC, supra*.

The protester alternatively argues that, to the extent the agency's assessment of a strength based on Booz Allen's demonstrated cybersecurity experience is reasonable, the proposals were evaluated disparately since the agency did not assess a similar strength in Serco's proposal for demonstrated cybersecurity experience. Comments & Supp. Protest at 62-68. Specifically, Serco contends that its proposal described its experience performing the risk management framework cybersecurity tasks of the PWS on the incumbent contract but did not receive a strength. *Id.* The agency responds that the difference in the evaluations was due to the difference between the two proposals. Supp. MOL at 20-21. Specifically, the Army argues that the two proposals "present dissimilar cybersecurity experience information" so the agency's different evaluation conclusions were reasonable. *Id.* at 21.

It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Abacus Tech. Corp.; SMS Data Prods. Grp., Inc.*, B-413421 *et al.*, Oct. 28, 2016, at 11. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *Nexant Inc.*, B-417421, B-417421.2, June 26, 2019, at 10. To prevail on an allegation of disparate treatment, a protester must show that an agency unreasonably failed to assess strengths for aspects of its submission that were substantively indistinguishable from, or nearly identical to, those contained in other submissions. See *Battelle Memorial Inst.*, B-418047.3, B-418047.4, May 18, 2020, at 5.

As an initial matter, we note that the PWS's more general requirement to provide cybersecurity assurance administrators is different from the more specific cybersecurity PWS requirements related to the implementation and management of a risk management framework process. AR, Tab 95, PWS at 134. Further, the record demonstrates that the Serco proposal language cited by the protester is dissimilar from the Booz Allen proposal language relied upon by the agency in assessing the cybersecurity strength. In this regard, the agency assessed the strength at issue due to Booz Allen's "significant demonstrated experience in providing cybersecurity expertise"

¹⁴ The RFP did warn offerors to "assume that the Government has no prior knowledge of the facilities and experience" but did not prohibit the agency from considering such information included in a proposal. AR, Tab 140, RFP attach. 13, Evaluation Factors for Award at 3.

based on Booz Allen's recognition in a third-party publication as a "leading cybersecurity prime contractor[.]" AR, Tab 205, SSEB Report at 7; AR, Tab 202, Booz Allen Technical Proposal at 4. On the other hand, the protester's arguments here focus on its proposal's description of the experience of Serco's risk management team on the incumbent contract. AR, Tab 184, Serco Technical Proposal at III-23-III-24. Serco does not explain how its description of performing the requirements of the incumbent contract, in the context of the requirement to implement and manage the risk management framework process, is substantially indistinguishable from publicly-recognized broad experience as a federal cybersecurity contractor, cited in support of the requirement to provide cybersecurity assurance administrators.

Accordingly, we find no basis to conclude that the Army evaluated proposals unequally. The record is clear that the differences in the assessment of a strength here stems from differences in the details found in the proposals. We deny this ground of protest.

Best-Value Tradeoff

Finally, Serco generally contends that the agency's best-value tradeoff and source selection decision were unreasonable because Booz Allen should have been ineligible for award due to the alleged unfair competitive advantage and the tradeoff was otherwise based on the alleged underlying evaluation errors discussed above.¹⁵ Protest at 85-87; Comments & Supp. Protest at 72-74. We view Serco's allegations here as derivative of the challenges to the agency's evaluation. Thus, we dismiss these allegations because derivative allegations do not establish independent bases of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, at 8.

The protest is denied

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¹⁵ Serco also initially raised allegations that the best-value tradeoff was unreasonable because the SSA did not exercise independent judgement and failed to look beyond the adjectival ratings. Protest at 87-91. In its report, the agency provided a detailed response. MOL at 49-56. In its subsequent comments, Serco failed to rebut or substantively address the agency's arguments. See Comments & Supp. Protest at 72-74. Accordingly, we dismiss the protest grounds on which Serco did not comment as abandoned. See *Tec-Masters, Inc.*, B-416235, July 12, 2018, at 6.