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# Decision

**Matter of:** Accenture Federal Services, LLC

**File:** B-421134.2; B-421134.3; B-421134.4; B-421134.5

**Date:** April 12, 2023

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## DIGEST

1. Protest that awardee had disqualifying organizational conflicts of interest is denied where the agency waived the alleged conflicts and the waiver was consistent with the requirements of the Federal Acquisition Regulation (FAR).
  2. Agency’s evaluation of proposals under the corporate experience evaluation factor is denied where the evaluation was consistent with the terms of the solicitation.
  3. In task order procurement conducted pursuant to FAR subpart 16.5, evaluators’ contemporaneous notes and subsequent evaluation report complied with the FAR requirement to document offerors’ oral presentations.
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## DECISION

Accenture Federal Services, LLC, of Arlington, Virginia, protests the issuance of a task order by the Department of Homeland Security, Transportation Security Administration (TSA), to Deloitte Consulting, LLP, of Arlington, Virginia, pursuant to request for proposals (RFP) No. 70T01022R7663N001 (titled “Human Capital Operations Support” or “HCOS”) to provide human capital services for TSA employees. Accenture contends that the agency failed to reasonably consider, and improperly waived, Deloitte’s organizational conflicts of interest (OCI); improperly evaluated proposals under the corporate experience factor; and failed to properly document and evaluate the offerors’ oral presentations under the technical evaluation factor.

We deny the protest.

## BACKGROUND

On March 8, 2022, TSA issued the RFP under the fair opportunity procedures of Federal Acquisition Regulation (FAR) subpart 16.5, seeking proposals from contractors holding General Services Administration (GSA) Human Capital and Training Solutions (HCaTS) indefinite-delivery, indefinite-quantity (IDIQ) contracts. The RFP contemplated issuance of a single task order for a 1-year base period and four 1-year option periods to perform human capital support services for “the full lifecycle of a TSA employee, including recruitment, onboarding, development, retention and separation.” Agency Report (AR), Tab 3, Performance Work Statement (PWS) at 527.<sup>1</sup>

The solicitation combined services that are currently being performed by Accenture and Deloitte under separate contracts. See AR, Tab 26, Organizational Conflict of Interest (OCI) Investigation Memo at 2.<sup>2</sup> Specifically, Accenture is currently performing recruitment and hiring (R&H) services, and Deloitte is currently performing personnel actions, payroll, and benefits (PP&B) services for TSA under separate, previously awarded contracts. *Id.* In addition, Accenture and Deloitte are each providing information technology (IT) support services for different portions of TSA’s operations under task orders that were issued pursuant to TSA’s “Flexible Agile Scalable Teams” (FAST) program.<sup>3</sup> To summarize, Accenture is currently performing R&H (recruiting and hiring) services for TSA’s human capital office--along with providing agency-wide IT support under FAST TO2; and Deloitte is currently performing PP&B (personnel actions, payroll, and benefit) services for TSA’s human capital office--along with providing IT support for that office under FAST TO6.

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<sup>1</sup> The agency used a Bates numbering system to provide page numbers for most of the exhibits it submitted with the agency report; citations to these exhibits refer to the Bates numbers assigned by the agency. Citations to the parties’ pleadings or agency exhibits without Bates numbers refer to the Adobe PDF page numbers associated with those documents.

<sup>2</sup> AR Tab 26 is not Bates numbered.

<sup>3</sup> In 2020, the agency competed five FAST task orders (TOs) (identified as TO2 through TO6) between holders of GSA Alliant 2 IDIQ contracts; the TOs provide IT support for the following TSA “portfolios”: TO2--enterprise support; TO3--security operations; TO4--operations support; TO5--law enforcement/federal air marshal service; and TO6---human capital. AR, Tab 26, OCI Investigation Memo at 3. Accenture was issued TO2 to provide agency-wide IT support, and Deloitte was issued TO6 to provide IT support for TSA’s human capital office. The contracting officer describes the scope of the FAST task orders as “design and development of new [IT] applications, upgrade legacy applications to modern technology stacks, continuous enhancement and refinement of internal and external facing applications, and application production support.” *Id.*

The solicitation at issue here<sup>4</sup> provided that the source selection decision would be based on a best-value tradeoff between the following evaluation factors: (1) corporate experience; (2) technical approach; (3) management approach; (4) small business considerations; and (5) price.<sup>5</sup> In evaluating the first three factors, the solicitation provided that the agency would assign confidence ratings (high confidence, some confidence, or low confidence) reflecting the agency's level of confidence that the offeror "understands the requirement, proposes a sound approach, and will be successful in performing the Task Order with [varying degrees of] Government intervention."<sup>6</sup> AR, Tab 4, RFP at 820. The solicitation also required offerors to identify any potential OCIs and submit an OCI mitigation plan if applicable. *Id.* at 800, 815.

With regard to the most important evaluation factor, corporate experience, the solicitation directed each offeror to "[d]escribe [its] experience providing successful operational HC [human capital] support" for the requirements identified in PWS section 2 (talent acquisition), section 3 (compensation, benefits, and retention), section 5 (personnel transactions, employee records, payroll services, operational reporting, and workforce analytics) and section 7 (human capital strategy, policies, and operations) for a "large federal workforce."<sup>7</sup> *Id.* at 812. The solicitation also published tables establishing the historical volumes of transactions that had been experienced under these PWS requirements in recent years, and directed offerors to address their experience in "handling . . . user volumes contained in the . . . Historical Volumes Tables." *Id.* at 812; AR, Tab 3, PWS at 613-19. Finally, the solicitation directed each offeror to identify "a minimum of two examples" of its prior projects and identify a point of contact for each project, stating "[t]he Government reserves the right to communicate with the Point of Contact provided." AR, Tab 4, RFP at 812.

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<sup>4</sup> As a procedural matter, the solicitation provided that the procurement would be conducted in two phases. In phase one, offerors submitted information regarding their relevant corporate experience and subsequently received advisory recommendations from the agency regarding whether they should submit phase two proposals addressing the rest of the solicitation's requirements.

<sup>5</sup> The solicitation provided that the first three factors were listed in descending order of importance; factor 4, small business considerations, would be evaluated on a pass/fail basis; and all non-price factors combined were more important than price. AR, Tab 4, RFP at 820.

<sup>6</sup> In assigning confidence ratings, the agency did not use the terms "strength" or "weakness" but, rather, "noted aspects [of a proposal] that increased or decreased [the agency's confidence] in an offeror's successful performance. Supp. Memorandum of Law (MOL) at 2 n.1

<sup>7</sup> The solicitation defined a large federal workforce as one consisting of "approximately 50,000 to 65,000 supported employees." AR, Tab 4, RFP at 812.

With regard to the technical approach evaluation factor, the solicitation provided that offerors would be evaluated on the basis of oral presentations, during which each offeror would address four scenarios--two that were disclosed in the solicitation,<sup>8</sup> and two “on-the-spot” scenarios presented by the agency on the day of the oral presentation. AR, Tab 4, RFP at 813. The solicitation stated that the oral presentations would be “conducted through a virtual platform”; advised offerors that they were “not authorized to video/audio or otherwise record the oral presentation”; and provided that the agency “may” record the oral presentations. *Id.* at 805-807.

On March 23, 2022, Accenture and Deloitte each submitted a phase one (corporate experience) proposal;<sup>9</sup> thereafter, both offerors were invited to submit phase two proposals. On May 6, each offeror submitted a phase two proposal, which included slides describing its proposed technical approach for the two scenarios disclosed in the RFP.<sup>10</sup> In submitting its price proposal, Deloitte included an OCI mitigation plan, noting that, in performing the FAST TO6 requirements, “it is possible that certain personnel could be provided information that would be relevant to this [HCOS] procurement.” AR, Tab 11, Deloitte Price Proposal at 1085-1095. Accordingly, Deloitte’s mitigation plan identified several of its employees who had been firewalled from participating in the preparation of Deloitte’s HCOS proposal. *Id.* at 1095.

On May 9 and 11, respectively, Accenture and Deloitte made their oral presentations to the agency. The agency chose not to record the oral presentations, but members of the technical evaluation team (TET) took contemporaneous notes.<sup>11</sup> The agency states that, immediately following the oral presentations, the TET members gathered to discuss their assessments, see Supp. Memorandum of Law (MOL) at 2; Second Supp. MOL at 5, and the evaluators’ notes indicate that the TET members voted on the technical ratings to be assigned after each oral presentation had been completed. See AR, Tab 49, Evaluator Notes at 3180, 3210.

Subsequently the TET prepared technical evaluation reports for each offeror, describing the bases for the ratings assigned under the technical approach evaluation factor; those TET reports were signed by the TET members between July 7 and July 15. AR Tabs

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<sup>8</sup> The RFP permitted offerors to submit up to 20 slides related to the two disclosed scenarios. *Id.* at 811.

<sup>9</sup> Although the agency solicited 44 IDIQ contract holders, only Accenture and Deloitte submitted proposals responding to the solicitation. Protest, exh. 1, Unsuccessful Offeror Notification at 1.

<sup>10</sup> Both offerors’ slides were comprised of text, tables, graphics and photographs. AR, Tab 8, Accenture Technical Proposal at 1-20; AR, Tab 11, Deloitte Technical Proposal at 1-18.

<sup>11</sup> In response to Accenture’s request, the agency report includes 60 pages of evaluator notes taken during the oral presentations. AR, Tab 49 Evaluator Notes.

15 and 19, Consensus Technical Evaluation Reports. Thereafter, the source selection official (SSO) reviewed the record and, following that review, the proposals were rated as follows:<sup>12</sup>

	<b>Deloitte</b>	<b>Accenture</b>
<b>Corporate Experience</b>	High Confidence	Some Confidence
<b>Technical Approach</b>	High Confidence	Some Confidence
<b>Management Approach</b>	High Confidence	High Confidence
<b>Small Business</b>	Pass	Pass
<b>Price</b>	\$343,386,850	\$372,249,528

AR, Tab 23, Source Selection Decision Memorandum (SSDM) at 1556.

In assigning a rating of some confidence to Accenture’s proposal under the corporate experience evaluation factor, the TET determined that Accenture’s proposal demonstrated limited experience performing the requirements identified in PWS section 3 (compensation, benefits, and retention) and section 5 (personnel transactions, employee records, payroll services, operational reporting and workforce analytics). AR, Tab 13, Consensus Evaluation for Corporate Experience, at 1468. Specifically, the agency noted that, based on the solicitation’s historical volume tables, the agency expects the HCOS contractor to process approximately 300,000 to 400,000 transactions annually under those PWS sections, but Accenture’s proposal demonstrated a total of only 55,000 transactions processed annually. *Id.* Accordingly, the TET concluded that Accenture’s limited experience in performing these requirements decreased the agency’s level of confidence in Accenture’s ability to successfully perform the task order. *Id.* The SSO concurred with this rating. AR, Tab 23, SSDM at 1558.

In evaluating Accenture’s oral presentation responses under the technical evaluation factor, the agency identified aspects of Accenture’s responses to each of the solicitation’s two disclosed scenarios (for which slides were submitted) that decreased the agency’s confidence in Accenture’s ability to successfully perform the task order. Specifically, with regard to the first disclosed scenario,<sup>13</sup> the agency concluded that Accenture’s response indicated that Accenture “may lack familiarity with certain laws, rules, and other requirements associated with executing hiring and retention within the Federal Government.” AR, Tab 15, Consensus Technical Evaluation at 1474. With

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<sup>12</sup> During his review, the SSO elevated Accenture’s rating under the management approach evaluation factor from some confidence to high confidence. AR, Tab 23, SSDM at 1558.

<sup>13</sup> The first scenario sought proposed approaches to decreasing the net attrition rate of transportation security officers while also implementing a mandatory COVID vaccination policy for all employees. AR, Tab 4, RFP at 813.

regard to the second disclosed scenario,<sup>14</sup> the agency concluded that Accenture's proposed approach "focused on over-specialization for processing actions. . . [which] increases the risk to the Government that there will be delays in processing transactions."<sup>15</sup> *Id.* at 1478. In evaluating Accenture's responses to the "on-the-spot" scenarios,<sup>16</sup> the agency did not identify any aspect of Accenture's presentation that decreased its confidence in Accenture's successful task order performance.

On September 20, the agency selected Deloitte for issuance of the task order. On October 3, following a debriefing, Accenture filed a protest with this Office asserting that the agency had failed to reasonably consider "unequal access to information" and "impaired objectivity OCIs" with regard to Deloitte.<sup>17</sup> On October 13, the agency provided notice that it was taking corrective action, stating that it would perform an additional OCI review, document its findings, and make a new source selection decision. Thereafter, we dismissed Accenture's protest pending the agency's completion of its corrective action. *Accenture Federal Services, LLC*, B-421134, Oct. 18, 2022 (unpublished decision).

On December 6, the contracting officer completed her OCI review and concluded there were no conflicts of interest. AR, Tab 26, OCI Investigation Memo at 1-12. In documenting her investigation, the contracting officer noted Deloitte's submission of an OCI mitigation plan. *Id.* at 2-3, 10-11. Further, in comparing the requirements of Deloitte's FAST TO6 to the HCOS requirements, the contracting officer concluded there

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<sup>14</sup> The second scenario sought proposed approaches to expedite the reduction of a backlog of personnel actions that have been initiated but are awaiting review/processing. AR, Tab 4, RFP at 813.

<sup>15</sup> In documenting his source selection decision, the SSO specifically referenced both of these evaluated bases for decreased confidence. See AR, Tab 23, SSDM at 1558. The TET's evaluation of Accenture's oral presentation identified a third basis for decreased confidence (Accenture discussed "positive impacts of [its] proposed actions without documented substantiation," see AR, Tab 15, Consensus Technical Evaluation Report at 1473) that the SSO did not reference in his source selection decision memorandum. See AR, Tab 23, SSDM at 1558.

<sup>16</sup> Both of these scenarios sought responses related to TSA's hiring process.

<sup>17</sup> As described in FAR subpart 9.5, OCIs can be categorized into three groups: (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity. As relevant here, an unequal access to information OCI exists where a firm has access to nonpublic information that provides an unfair competitive advantage in a subsequent competition for a government contract. FAR 9.505(b), 9.505-4; see *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150 at 6. An impaired objectivity OCI arises where a firm's ability to render impartial advice to the government would be undermined by the firm's competing interests. FAR 9.505-3; see *PURVIS Sys., Inc.*, B-293807.3, B-293807.4, Aug. 16, 2004, 2004 CPD ¶ 177 at 7.

were no OCIs, in part, because the HCOS task order “is strictly services” and FAST TO6 is “strictly technology enhancements.” *Id.* at 10. Finally, the contracting officer acknowledged that “the HCOS contractor can make recommendations for technology changes” (which would be implemented by Deloitte under FAST TO6), but concluded that, as the HCOS contractor, Deloitte’s objectivity in making such recommendations would not be impaired because TSA “will review the recommendations . . . and make decisions regarding whether or not to pilot/adopt the changes proposed by the [HCOS] vendor.” *Id.* at 9. Thereafter, Deloitte was again selected for award and Accenture was notified of that decision.

On December 16, Accenture filed this protest with our Office, again asserting that the agency had failed to reasonably consider Deloitte’s alleged OCIs and challenging the agency’s evaluation of proposals under the corporate experience and technical approach evaluation factors. Following the agency’s response to Accenture’s December 16 protest, Accenture submitted a first supplemental protest on January 27, 2023, a second supplemental protest on February 13, and a third supplemental protest on March 2; in its supplemental protests, Accenture expanded on its initial protest allegations and added new allegations.<sup>18</sup>

## DISCUSSION

In its various protest submissions, Accenture contends that the agency failed to reasonably consider and, as addressed in more detail below, has improperly waived Deloitte’s alleged OCIs; failed to properly evaluate proposals under the corporate experience factor; and failed to properly document or evaluate the offerors’ oral presentations under the technical approach factor. As discussed below, we find no basis to sustain any of Accenture’s protest allegations.<sup>19</sup>

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<sup>18</sup> Our Office has jurisdiction to review Accenture’s protests pursuant to our authority to hear protests related to task and delivery orders valued in excess of \$10 million placed under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B).

<sup>19</sup> In addition to the specific arguments discussed below, Accenture’s various protest submissions present variations of, or additions to, those arguments, including: allegations of unequal treatment; assertions that Deloitte lacked experience in performing some of the solicitation requirements; and arguments that the agency improperly credited Deloitte’s proposal with “strengths” under the technical evaluation factor. We have considered all of Accenture’s various arguments and find no basis to sustain its protest.

## Organizational Conflicts of Interest

First and foremost,<sup>20</sup> Accenture asserts that the agency's selection of Deloitte was "marred by numerous . . . OCIs that should have resulted in Deloitte's elimination from this competition." Protest at 3. Among other things, Accenture asserts that Deloitte's access to non-public information in providing PP&B and IT support services for TSA's human capital office created "unequal access to information" OCIs that gave Deloitte an unfair competitive advantage in preparing its proposal.

For example, in asserting that Deloitte gained access to "unparalleled inside information" by performing FAST TO6,<sup>21</sup> Accenture refers to the agency's stated intent to migrate from the IT tools it currently employs to Office of Personnel Management (OPM) IT tools,<sup>22</sup> maintaining that Deloitte obtained "detailed knowledge" of the agency's plans for implementation of the OPM tools which provided Deloitte an unfair advantage in preparing its HCOS proposal. *Id.* at 2, 21-23. By way of another example, Accenture states that it "appears" that Deloitte's FAST TO6 was modified to add a statement of work to perform "Business Process Reengineering" (BPR) services to assist TSA in "identify[ing] and improv[ing] its policies, procedures and methodologies"; Accenture maintains that performance of the BPR requirements would "necessitate access to substantial TSA data and review of non-public information."<sup>23</sup> *Id.*

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<sup>20</sup> Accenture characterizes its OCI allegations as being "front and center" in its protest. Protest at 11.

<sup>21</sup> Accenture acknowledges that, under FAST TO2, Accenture provides "agency-wide" IT support for TSA, but maintains that the TO2 requirements do not "directly relate" to the HCOS requirements. Protest at 13.

<sup>22</sup> The solicitation stated: "The ServeU Program is TSA's current Recruitment & Hiring tool based on a Salesforce platform and Personnel Payroll and Benefits tool based on a ServiceNow platform. It is anticipated that TSA's planned move to OPM's USA Hire and USA Staffing tools will be completed during the base period of this planned task order." AR, Tab 3, PWS at 624.

<sup>23</sup> By way of background to this allegation, Accenture states that, in October 2021, it "was approached by TSA with a draft Statement of Work" to perform the BPR services. Accenture maintains that, at that time, TSA "was prepared to add these [BPR] requirements to [Accenture's] . . . [R&H] contract," but subsequently concluded that Accenture's performance of the BPR requirements "would be an OCI issue." Protest at 15, 18. In response to Accenture's allegation that it "appears" the BPR requirements have been added to Deloitte's FAST TO6, the contracting officer states: "the BPR services were not performed by either Deloitte or Accenture or any other contractor" and elaborates that "[s]ome of those BPR requirements were performed by [TSA's] HC [human capital] personnel and the remaining were never started and/or completed due to the lack of HC resources." AR, Tab 26, Addendum to OCI Investigation Memo at 1612-4.



at 15-20. As yet another example of an alleged OCI, Accenture maintains that, in performing PP&B services for TSA, Deloitte had access to monthly transactional volume data that gave it an unfair competitive advantage in preparing its HCOS proposal. *Id.* at 2-3, 30-34. Finally, in addition to alleging “unequal access to information” OCIs, Accenture notes that, as the HCOS contractor, Deloitte will be responsible for making recommendations regarding technology changes--which will be implemented by Deloitte under its FAST TO6--maintaining that Deloitte’s judgment regarding such recommendations will be impaired by its own interests in performing FAST TO6. Accenture Comments and Supp. Protest at 37-40.

On February 7, following the agency’s submission of its report responding to Accenture’s initial protest and Accenture’s submission of its first supplemental protest, the GAO attorneys assigned to the protest conducted a conference call with the parties. During that call, the GAO attorneys raised questions about the contracting officer’s conclusion that, although “the HCOS contractor can make recommendations for technology changes” (which would be implemented under Deloitte’s FAST TO6), this did not create an OCI for Deloitte because it is TSA that “will . . . make decisions regarding whether or not to pilot/adopt the changes proposed.” See AR, Tab 26, OCI Investigation Memo at 8.

On February 24, the head of TSA’s contracting activity (HCA) executed an OCI waiver pursuant to the authority of FAR 9.503.<sup>24</sup> The initial paragraph of the waiver states:

In accordance with FAR Subpart 9.5, this Organizational Conflict of Interest (OCI) waiver is to identify all potential OCI concerns within the HCOS award and demonstrate this award is still in the best interest of the Government to proceed. As will be shown below, the waiver does not necessarily confirm or deny that an OCI exists. Regardless of the OCI Investigation results, this waiver will demonstrate that it is in the best interest of the Government to waive the application of the FAR OCI provision as it specifically pertains to the HCOS contract.

AR, Tab 50, OCI Waiver at 3232.

Next, under the heading “[Accenture] Allegations,” the waiver lists the various OCI allegations raised in Accenture’s initial protest, its first supplemental protest, and its

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<sup>24</sup> Section 9.503 of the FAR states:

The agency head or a designee may waive any general rule or procedure of this subpart by determining that its application in a particular situation would not be in the Government’s interest. Any request for waiver must be in writing, shall set forth the extent of the conflict, and requires approval by the agency head or a designee. Agency heads shall not delegate waiver authority below the level of head of a contracting activity.

second supplemental protest. *Id.* at 3234-3236. Thereafter, the waiver references and describes the contracting officer's OCI investigation, analysis, and conclusions. *Id.* at 3236-3240.

Finally, under the heading "Conclusion," the waiver states:

HCOS award is the backbone of the infrastructure for TSA's ability to meet its mission. . . . The inability to proceed with this award will restrict the opportunities to provide continuing improvement and efficiencies for the TSA workforce, including those that have been priorities for the Administrator. Furthermore, the time and cost to delay or put aside this award will be detrimental to the agency and it's in the best interest of the agency for this waiver to exist.

It is understandable that an OCI could cause concerns within such a large requirement to the mission of TSA as any agency. However, any potential concern does not outweigh the magnitude to which this contract impacts the agency and is considered [moot] at this time.

As stated and demonstrated above, to the extent any residual OCIs might exist in the areas of impaired objectivity, biased ground rules, or unequal access to nonpublic information, the application of the rules and procedures of FAR 9.5 to those OCIs is waived.

*Id.* at 3241.

On March 2, Accenture filed its third supplemental protest, challenging the validity of the HCA's OCI waiver. In challenging the waiver, Accenture repeats its prior arguments asserting that the contracting officer's OCI investigation was inadequate due to "numerous errors and omissions." Third Supp. Protest at 4-13. Based on the alleged inadequacy of the contracting officer's investigation, and the assertion that the waiver does not discuss the "substance" of Accenture's allegations, Accenture maintains that the waiver fails to adequately set forth the extent of the conflicts and is, therefore, invalid. *Id.*

As noted above, the FAR provides that, as an alternative to an agency's obligation to avoid, neutralize, or mitigate potential significant conflicts of interest, an agency "may waive any general rule or procedure of [FAR subpart 9.5] by determining that its application in a particular situation would not be in the Government's interest." FAR 9.503. While our Office will review an agency's execution of an OCI waiver, our review is limited to consideration of whether the waiver complies with the requirements of FAR 9.503; that is, whether it is in writing, sets forth the extent of the conflict, and is approved by the appropriate individual within the agency. *Perspecta Enter. Solutions, LLC*, B-418533.2, B-418533.3, June 17, 2020, 2020 CPD ¶ 213 at 10; *Dell Servs. Fed. Gov't, Inc.*, B-414461.6, Oct. 12, 2018, 2018 CPD ¶ 374 at 6; see *CIGNA Gov't Servs., LLC*, B-401068.4, B-401068.5, Sept. 9, 2010, 2010 CPD ¶ 230 at 14.

Here, as noted above, the waiver is in writing, executed by TSA's HCA, and lists each of the OCI allegations raised in Accenture's initial protest, its first supplemental protest, and its second supplemental protest, thereby identifying each of Accenture's multiple assertions regarding the alleged existence of current or potential OCIs. On this record, we conclude that the waiver complies with the requirements of FAR 9.503, including the requirement to set forth the extent of the potential conflicts. With regard to Accenture's assertion that the waiver was required to address the "substance" of Accenture's allegations, an agency need not concede that a protester's allegations are correct as a condition to executing a valid waiver. *CACI, Inc.-Federal; General Dynamics One Source, LLC*, B-413860.4 *et al.*, Jan. 5, 2018, 2018 CPD ¶ 17 at 14 n.9. In light of the HCA's execution of a valid OCI waiver, we find no basis to sustain Accenture's protest with regard to the alleged OCIs.

### Corporate Experience

Accenture also challenges the agency's evaluation of proposals under the corporate experience evaluation factor. Accenture does not dispute the agency's conclusion that Accenture's proposal demonstrated only 55,000 annual transactions for the requirements identified in PWS sections 3 and 5 (compared to the historical volume tables that reflect 300,000 to 400,000 annual transactions for those requirements). Nonetheless, Accenture asserts that the agency's evaluation of Accenture's corporate experience was flawed because the agency failed to properly consider the size of the workforces Accenture supported under of its prior contracts with the [redacted] and [redacted].<sup>25</sup> Protest at 36-37.

We reject Accenture's assertion. Here, the agency's evaluation record is clear that it was Accenture's limited experience in performing the volume of transactions contemplated under PWS sections 3 and 5 (55,000 annually compared to historical volumes of 300,000 to 400,000 annually)--not the size of the workforces Accenture supported--that formed the basis for the agency's decreased confidence. AR, Tab 13, at 1468. This approach was consistent with the terms of the solicitation, which, as noted above, provided published tables establishing the historical volumes of transactions that had been experienced under the PWS requirements in recent years,

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<sup>25</sup> In its corporate experience proposal, Accenture identified the following three contracts, along with the associated size of the workforces that it supported: [redacted]. AR, Tab 7, Accenture Corporate Experience Proposal at 851, 856, 861-62. Accenture asserts that, during Accenture's post-award debriefing, the agency stated that the size of the [redacted] workforce ("45,000+ employees") did not fall within the range identified in the solicitation ("approximately 50,000 to 65,000" employees) for a large federal workforce; and that, with regard to the [redacted] contract, Accenture's proposal only identified performance of the PWS section 3 and 5 requirements for [redacted]'s "35,000+" employees. Agency MOL at 10; see AR, Tab 13, Consensus Evaluation of Corporate Experience at 1468; Declaration of TET Chair at 1-2.

and expressly directed offerors to address their experience in “handling . . . user volumes contained in the . . . Historical Volumes Tables.” *Id.* at 812; AR, Tab 3, PWS at 613-19. Accordingly, Accenture’s contention that the agency should have concluded that the sizes of the workforces Accenture has supported were consistent with the solicitation’s definition of a large federal workforce does not provide a basis for sustaining its protest.

In challenging the agency’s evaluation of corporate experience, Accenture also asserts that the agency failed to reasonably evaluate each offeror’s compliance with the solicitation requirement to “describe [its] experience providing successful operational HC support” under the prior contracts. See AR, Tab 4, RFP at 812. Accenture maintains that because the solicitation required offerors to describe their success, and provide points of contact for each contract, TSA was obligated to communicate with those points of contact to assess the quality of the offeror’s prior performance. Protest at 39-40; First Supp. Protest at 70-71.

We reject Accenture’s assertion. Although the solicitation directed each offeror to “describe [its] experience” providing successful support under its prior contracts, and “reserve[d]” the agency’s right to communicate with the points of contact identified by the offerors, those provisions did not obligate the agency to communicate with the points of contact to assess the quality of the offeror’s contract performance. See, e.g., *Roy F. Weston, Inc.*, B-274945 *et al.*, Jan. 15, 1997, 97-1 CPD ¶ 92 at 10 n.13. In evaluating an offeror’s proposal for a firm’s experience, an agency “may accept a firm’s representations of its experience unless there is a reason to believe that the representations are inaccurate.” *Accura Engineering and Consulting Services, Inc.*, B-420854, Oct. 12, 2022, 2022 CPD ¶ 298 at 10; see also *Geographic Res. Sols.*, B-260402, June 19, 1995, 95-1 CPD ¶ 278 at 4-5. Here, each offeror’s proposal described multiple aspects of its experience successfully performing their prior contracts, and the agency’s evaluation specifically discussed those descriptions. See AR, Tab 13, Consensus Evaluation of Corporate Experience at 1468; Tab 17 Consensus Evaluation of Corporate Experience at 1496. Based on our review of the record, we find no reason for the agency to have questioned the accuracy of the offerors’ representations; accordingly, we do not question the agency’s reliance on the offerors’ descriptions of their successful performance under the prior contracts.

Finally, Accenture complains that the agency’s evaluation of Deloitte’s corporate experience improperly gave Deloitte “extra credit” because its prior contracts “involved support [for] a larger employee population than TSA’s.”<sup>26</sup> First Supp. Protest at 67-68.

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<sup>26</sup> In its proposal, Deloitte identified three prior contracts: [redacted]. AR, Tab 10, Deloitte Corporate Experience Proposal at 979, 984, 989. Accenture complains that, in summarizing the offerors’ relative experience, the agency stated: “Deloitte demonstrated corporate experience superior to [Accenture’s], particularly related to transactional processing. Both [o]fferors demonstrated corporate experience comm[ensurate] with meeting the requirements in the PWS; however, Deloitte

(continued...)

Accenture notes that the solicitation provided for demonstration of experience with contracts of “comparable size” to the HCOS requirement; accordingly, Accenture asserts that the agency’s positive consideration of Deloitte’s experience due to having performed contracts “of far greater size . . . [was] inconsistent with the RFP.” *Id.* at 68.

We reject Accenture’s assertion. It is well-settled that, in making a best-value tradeoff source selection decision, an agency may properly consider the extent to which an offeror’s proposal exceeds the solicitation’s stated requirements. See, e.g., *Walsh Investors, LLC*, B-407717, B-407717.2, Jan. 28, 2013, 2013 CPD ¶ 57 at 7-8; *ViroMed Laboratories, Inc.*, B-310747.4, Jan 22, 2009, 2009 CPD ¶ 32 at 5. Here, the record is unambiguous that the agency viewed each offeror’s experience performing significant volumes of required transactions for a large federal workforce to be the most important evaluation factor, and advised offerors that it would assess “the extent to which” each offeror demonstrated such experience. AR, Tab 4, RFP at 812, 821. Accordingly, we find nothing unreasonable in the agency’s view that an offeror’s experience in performing larger contracts had value and formed a reasonable basis, consistent with the terms of the solicitation, for increasing the agency’s confidence that Deloitte will successfully perform the task order requirements.

In summary we have considered all of Accenture’s arguments challenging the agency’s evaluation of proposals under the corporate experience factor and find no basis to question the agency’s assessments. Accenture’s protest challenging the agency’s evaluation of corporate experience is denied.

#### Documentation and Evaluation of Oral Presentations

Finally, Accenture challenges the agency’s evaluation of proposals under the technical evaluation factor, asserting that, because the agency chose not to record the oral presentations, there is “no adequate record” of those presentations and maintaining “[t]his is in plain violation of FAR 15.102(e).” Second Supp. Protest at 22; First Supp. Protest at 32 n.8. More specifically, Accenture asserts that there is “**no written record**” regarding the offerors’ responses to the “on-the-spot” scenarios, characterizing the evaluators’ contemporaneous notes as “rang[ing] from completely illegible chicken scratch to legible but uninformative and ambiguous bullets.” First Supp. Protest at 49, Second Supp. Protest at 22.

We reject Accenture’s assertion that the agency’s documentation of oral presentations was inadequate. First, Accenture’s reliance on the provisions of FAR part 15 is misplaced, since this task order procurement was conducted under the procedures of FAR subpart 16.5, which provide for a streamlined procurement process requiring less

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(...continued)

demonstrated significant experience at larger Federal agencies.” AR, Tab 22, Tradeoff Analysis at 1551.

rigorous documentation.<sup>27</sup> Our Office recently discussed the extent of an agency's obligation to document oral presentations in a FAR subpart 16.5 procurement under facts that are strikingly similar to those presented here. See *Booz Allen Hamilton, Inc.*, B-419210, B-419210.2, Dec. 22, 2020, 2020 CPD ¶ 409 at 4-5. There, the solicitation (also issued by the Department of Homeland Security) required offerors to make oral presentations that were not recorded, but during which the agency evaluators took notes; permitted offerors to submit a limited number of slides addressing five questions disclosed in the solicitation, but also required responses to undisclosed "on-the-spot" and "scenario-based" questions; and subsequently prepared an evaluation report. *Id.* at 2-3. There too, the protester asserted that the agency's decision not to record the oral presentations resulted in an inadequate record of the oral presentations. We denied the protest, concluding that the combination of offerors' slides for a portion of the oral presentations, evaluator notes, and a subsequent evaluation report complied with the requirement for the agency to create an adequate record. *Id.* at 4-5.

Here, the offerors submitted written slides responding to the scenarios disclosed in the solicitation. Further, with regard to the "on-the-spot" scenarios, the agency evaluators created 60 pages of notes; discussed each offeror's presentation immediately after the presentation; and subsequently prepared an evaluation report documenting the basis for the assigned ratings. We have reviewed the record, including the evaluator notes and the evaluation report, and find no basis to meaningfully distinguish the facts presented here from those we considered in *Booz Allen Hamilton*. Accordingly, the protester's assertion that the agency failed to establish an adequate record of the offerors' oral presentations is denied.

Notwithstanding its unfavorable characterization of the evaluator notes, Accenture next challenges the agency's evaluation of Deloitte's proposal on the basis of those notes. Among other things, Accenture asserts that the notes "highlight weaknesses in Deloitte's approach that were identified by the evaluators" but were not discussed in the subsequent TET report. Second Supp. Protest at 23-24, 30-31. Accordingly, based on the absence of references in the TET report to some of the evaluators' notations, Accenture asserts that Deloitte's rating of high confidence under the technical evaluation factor is "unsupported." *Id.* at 31.

We reject Accenture's assertion. Even accepting Deloitte's interpretation of the evaluator notes as reflecting concerns that were not subsequently discussed in the TET report, it is well-settled that, following discussions between agency evaluators, an agency may reach consensus assessments that do not reflect the initial assessments of individual evaluators. See, e.g., *Unitec Distribution Sys.*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4. We have noted that such discussions between

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<sup>27</sup> More specifically, FAR 16.505(b)(1)(ii) provides that contracting officers "may exercise broad discretion in developing appropriate order placement procedures"; "should keep submission requirements to a minimum"; and "may use streamlined procedures including oral presentations."

evaluators may correct mistakes or misperceptions that occurred in the initial evaluation. *Resource Applications, Inc.*, B-274943.3, Mar. 5, 1997, 97-1 CPD ¶ 137 at 5. Here, as noted above, the record establishes that, immediately following completion of each oral presentation, the evaluators met to discuss the ratings that would be assigned and, subsequently, each member signed the consensus evaluation report that described the basis for the ratings assigned. Based on our review of the record here, including our review of the contemporaneous evaluator notes, we find no basis to question the agency's evaluation of Deloitte's proposal under the technical evaluation factor.

Finally, Accenture complains that, in evaluating Accenture's proposal under the technical evaluation factor, the agency improperly identified various aspects of Accenture's oral presentation that decreased the agency's confidence in Accenture's successful task order performance. Based on these alleged errors in the evaluation of its proposal, Accenture asserts that it should have received a rating of high confidence under the technical evaluation factor. First Supp. Protest at 8.

As discussed above, we have concluded that: the agency reasonably found Deloitte's proposal to be superior to Accenture's under the most important evaluation factor, corporate experience; Accenture has not identified any meaningful basis to challenge the agency's evaluation of Deloitte's proposal under the technical evaluation factor; and Deloitte's proposal offered a lower price.<sup>28</sup> Accordingly, even were we to agree that the agency should have assigned a rating of high confidence to Accenture's proposal under the technical evaluation factor, Accenture would not be in line for award; therefore, there is no potential prejudice to Accenture based on the alleged flaws in evaluation of its proposal under the technical approach evaluation factor. *See, e.g., MCR Federal, LLC*, B-411977, B-411977.2, Nov. 23, 2015, 2016 CPD ¶ 3 at 5. Based on the record discussed above, we decline to further address Accenture's complaints regarding the evaluation of its proposal under the technical evaluation factor.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>28</sup> The record also establishes that Deloitte and Accenture both received high confidence ratings under the management approach evaluation factor, and Accenture has not challenged the agency's evaluation of either proposal under that factor.