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Decision

Matter of: Accenture Federal Services LLC; Cognosante MVH, LLC;
SRA International, Inc.

File: B-417111.5; B-417111.6; B-417111.7; B-417111.8; B-417111.9;
B-417111.10

Date: September 4, 2019

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DIGEST

1. Protests challenging the agency's evaluation under the technical factor are denied, where the agency's evaluation was not unreasonable.

2. Protests alleging that the agency engaged in disparate treatment and evaluated proposals unequally by failing to award strengths to offerors equally for similar or similarly meritorious aspects of their proposals are denied, where there were substantive differences between the proposals that the agency reasonably determined did not warrant assigning the same strength.

3. Protest challenging the agency's past performance evaluation is denied, where the agency's evaluation was consistent with the solicitation.

4. Protests that the agency unreasonably selected the highest-priced, highest-rated proposal are denied, where the agency considered the underlying benefits of the awardee's proposal as compared to those of other proposals.

DECISION

Accenture Federal Services LLC, of Arlington, Virginia; Cognosante MVH, LLC, of Falls Church, Virginia; and SRA International, Inc., of Chantilly, Virginia, protest the issuance of a task order to Booz Allen Hamilton (BAH), of Red Bank, New Jersey, by the Department of Veterans Affairs (VA), under solicitation No. T4NG-0369/TAC-18-50649, which was issued to allow the VA to obtain information technology (IT) operations and services and remediation support services. All protesters contend that the VA failed to credit their proposals for various strengths under the technical evaluation.¹ Accenture asserts that the VA disparately evaluated technical proposals, such that its proposal was not assigned a strength for an aspect for which BAH's proposal received a strength, while Cognosante alleges that the agency evaluated proposals unequally and failed to credit it for meritorious aspects of its proposal in the same manner as BAH. Accenture and Cognosante contend that the VA failed to consider the qualitative differences in offerors' past performance histories. All protesters argue that the VA performed a flawed best-value tradeoff that did not justify award to BAH at a significant price premium.

We deny the protest.

BACKGROUND

The VA issued the solicitation as a request for task execution plan (RTEP) on September 6, 2018. The RTEP was structured as a hybrid fixed-price and time-and-materials (T&M) task order and competed under the fair opportunity provisions of Federal Acquisition Regulation (FAR) § 16.505(b)(1) among the 28 holders of the VA's multiple-award indefinite-delivery, indefinite-quantity (IDIQ) Transformation Twenty-One Total Technology Next Generation (T4NG) contract. Agency Report (AR), Tab 20, Source Selection Decision (SSD), at 1.² The RTEP period of performance consisted of

¹ Although the task order solicitation here refers to offerors' submission of "plans," for consistency with the record, those submissions are referred to as "proposals." Similarly, firms that competed for the award are referred to as "offerors" instead of "vendors."

² Protests B-417111.5 and B-417111.9 of Accenture; B-417111.6, B-417111.8, and B-417111.10, of Cognosante; and B-417111.7 of SRA were consolidated after completion of the briefing. However, GAO asked the agency to use a combination of continuous and combined tabulation throughout the agency's reports. Thus, where the same document was produced in more than one agency report, it has the same tab number, and the citation does not distinguish between protests. In contrast, if a document was produced in only one agency report, the citation first identifies the protester.

a 12-month base period, four 12-month option periods, and an optional 60-day transition support period. RTEP at 9.³

The RTEP provided for issuance of a task order to the offeror whose proposal was determined to be the most beneficial to the agency, considering the three evaluation factors of technical, past performance, and price/cost. Id. at Intr. 2. The technical factor was significantly more important than the past performance factor, which was slightly more important than the price factor. Id.

The technical factor evaluation employed adjectival ratings, and proposals assessed a rating below acceptable for the technical factor were ineligible for award. Id. at Intr. 3; AR, Tab 6, Task Order Evaluation Plan at 5; RTEP at Intr. 2.

Past performance was to be evaluated using a 20-point scale. RTEP at Intr. 3. Offerors could receive up to 10 points for past performance, which was calculated as “the average of the cumulative Quality Assurance Surveillance Plan (QASP) Performance Based Service Assessment ratings received for all awarded task orders.” Id. In addition, offerors could receive up to five points each for achieving small business participation and veteran employment targets. Id.

As to price, offerors were to propose fixed prices for the program management and transition-out work. Id. at 278. For the T&M portion of the RTEP, because the VA specified the labor categories and number of hours--13,223,040--and the number of hours by labor category, offerors were to propose fully-loaded, blended hourly rates for each ordering period. Id. at 142-143, 275-276.

The VA received seven timely proposals by the September 21 deadline. AR, Tab 20, SSD at 1. The agency established a competitive range of six proposals and conducted discussions. Id. The VA made award to BAH on October 26, 2018. Id. Cognosante filed a protest with our Office on November 13, alleging that the agency failed to evaluate final prices for reasonableness, improperly awarded BAH’s proposal a strength under the technical factor, evaluated technical proposals disparately, and failed to evaluate the fixed-price portion of BAH’s proposal for technical risk. Id.; Cognosante, LLC, B-417111 et al., Feb. 21, 2019, 2019 CPD ¶ 93 at 4. Our Office sustained the protest, finding that a strength assigned to BAH’s proposal did not reasonably relate to the elements described in the solicitation, that the agency conducted an unequal evaluation by evaluating proposals using differing levels of scrutiny, and that the VA did not evaluate prices for reasonableness. Cognosante, supra, at 1. After reviewing our decision, the agency “re-evaluated final technical proposals, pulled new past

³ Citations to the RTEP are to the amended version of the solicitation, which starts on consecutive page 177 of AR, Tab 7. The RTEP begins with seven unpaginated introductory pages containing the evaluation criteria and several FAR clauses; the citations to these pages are prefaced by the notation “Intr.”

performance scores to reflect the current quarter, conducted a new fair and reasonable price determination, and arrived at a new award decision.” AR, Tab 20, SSD at 1.

In the agency’s technical reevaluation, no proposal received any weaknesses, significant weaknesses, or deficiencies. See generally AR, Tab 20, SSD. The VA did not credit BAH’s proposal with the strength that our Office identified as not reasonably relating to the solicitation elements.⁴ Compare Cognosante, supra, at 6-7 with AR, Tab 20, SSD at 4-6. As part of the agency’s reevaluation, every offeror’s proposal except SRA’s was assigned an additional strength. Compare AR, Tab 19, Source Selection Authority (SSA) Briefing with Cognosante, AR, Tab 8, Initial SSD. Each proposal was assigned the same adjectival rating as in the initial evaluation. Id.; see also AR, Tab 19, SSA Briefing.

In reevaluating BAH’s proposal under the technical factor, the agency identified one significant strength and four strengths. AR, Tab 19, SSA Briefing at 20-24. As before, VA awarded BAH’s proposal a significant strength for exceeding the RTEP’s requirements for information security configuration management support. Id. at 20. BAH’s proposal also again received three strengths for offering to: (1) monitor whether [DELETED]; (2) monitor [DELETED]; and (3) connect [DELETED]. Id. at 22-24. In addition, the agency assigned BAH’s proposal a new strength for consolidating various management overview tools in a single location, such as [DELETED]. Id. at 21.

The agency also recalculated past performance scores. Most offerors’ scores had little change, although Cognosante’s improved significantly, from 11 points to 14.4 points, while BAH’s decreased, falling from 12 points to 9 points. Compare AR, Tab 19, SSA Briefing at 30 with Cognosante AR, Tab 8, Initial SSA Briefing at 3.

The agency conducted a price reasonableness evaluation, comparing offerors’ prices to one another. AR, Tab 21, Price Reevaluation at 2. In addition, the VA compared BAH’s price to the independent government cost estimate (IGCE), finding that BAH’s price was 14.03 percent higher than the IGCE of \$876,561,941.87. Id. at 3; SRA Contracting Officer’s Statement (COS) at 12.

⁴ The agency defined a strength as:

Any aspect of a [proposal] when judged against a stated evaluation criterion, which enhances the merit of the [proposal] or increases the probability of successful performance of the contract. A significant strength appreciably enhances the merit of a [proposal] or appreciably increases the probability of successful contract performance.

AR, Tab 6, Task Order Evaluation Plan at 5.

The agency's final evaluation was as follows:

	Technical	Past Performance	Price (Rounded)
SRA	Acceptable	8.6 / 20 points	\$741,369,263
Offeror C	Acceptable	13.2 / 20 points	\$776,307,597
Cognosante	Acceptable	14.4 / 20 points	\$793,914,921
Offeror D	Acceptable	12.6 / 20 points	\$815,633,712
Accenture	Acceptable	7.4 / 20 points	\$859,736,611
BAH	Outstanding	9 ⁵ / 20 points	\$999,851,631

See generally AR, Tab 19, SSA Briefing.

The SSA again determined that BAH's proposal offered the best value to the VA and made award on May 14. AR, Tab 20, SSD at 17-18. Accenture, Cognosante, and SRA protest various aspects of the agency's evaluation and best-value tradeoff decision.⁶

DISCUSSION

Accenture, Cognosante, and SRA together challenge multiple aspects of the agency's evaluation. In this regard, the protesters contend that their proposals warranted additional strengths. Accenture and Cognosante further argue that the agency's technical evaluation resulted in disparate treatment. In addition, Accenture and Cognosante assert the agency's past performance evaluation was flawed. Finally, Cognosante and SRA allege that the price reasonableness evaluation was insufficient, and all protesters contend that the best-value tradeoff decision was unreasonable. While we do not address all protest grounds raised, we have considered all of the arguments and find that none provides a basis to sustain the protest.⁷ We discuss below certain of these protest grounds.

⁵ Under the small business component of the past performance factor, BAH received [DELETED] points for its small business participation and [DELETED] points for its veteran employment, meaning that it received all [DELETED] points for its past performance on other task orders under the T4NG contract. AR, Tab 17, BAH Evaluation at 6.

⁶ This protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(2).

⁷ During the pendency of the protests, Accenture withdrew protest grounds alleging that the VA improperly consolidated multiple strengths and failed to assign Accenture a strength for a particular aspect of its proposal. Accenture Comments & Supp. Protest at 2 n.2. Cognosante also raised a second supplemental protest ground arguing that the VA did not reevaluate BAH's three strengths, and instead, simply revised the documentation of the strengths. Cognosante Second Supp. Protest at 2-3. Because
(continued...)

Technical Evaluation

Accenture and SRA argue that the VA improperly failed to credit various meritorious aspects of their proposals with strengths under the technical factor. Accenture Comments & Supp. Protest at 2-9, 12-19; SRA Conformed Comments at 7-14.

In reviewing protests of awards in a task order competition, we do not reevaluate quotations, but rather 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. 22nd Century Techs., Inc., B-417336, B-417336.2, May 24, 2019, 2019 CPD ¶ 198 at 4; HP Enter. Servs., LLC, B-413888.2 et al., June 21, 2017, 2017 CPD ¶ 239 at 7. The evaluation of quotations in a task order competition, including the determination of the relative merits of quotations, is primarily a matter within the agency's discretion, since the agency is responsible for defining its needs and the best method of accommodating them. 22nd Century Techs., Inc., supra, at 4. A vendor's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. Id.; STG, Inc., B-415580.4, B-415580.5, July 5, 2018, 2018 CPD ¶ 232 at 6 n.7.

One of many areas of its technical proposal that Accenture asserts merited a strength, and indeed, a significant strength, is its [DELETED] portal. Accenture Protest at 7. According to Accenture, this approach--which applies [DELETED]--exceeded the solicitation requirements under the management methodology, remediation support services, and IT operations and support metrics of the technical evaluation. Id. The VA responds that it reasonably concluded that Accenture's [DELETED] approach "simply met the management tasks" and did not increase the probability of successful performance or merit a strength. Accenture Memorandum of Law (MOL) at 17-18. In this regard, the agency found Accenture's presentation to be "piecemeal" and "high-level," consisting of short references throughout the solicitation rather than a consolidated, "holistic[]" presentation, such that the approach did not rise to the level of a strength. Id.

Our review of the record finds that Accenture's challenge is no more than disagreement with the agency's evaluation. The mentions of the [DELETED] and their related capabilities are spread throughout Accenture's proposal, and this results in a diffuse presentation. See, e.g. Accenture AR, Tab 11, Accenture Proposal at 4, 6, 8, 9, 12. Furthermore, the descriptions themselves are general. See id. at 4 (stating that the

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Cognosante neither explains the legal basis for this ground nor directly raises an allegation of bad faith, we dismiss this protest ground for failing to state an adequate legal basis. 4 C.F.R. § 21.5(f). In addition, Cognosante contends that the VA did not implement the recommendations of our prior decision. Cognosante Comments & Supp. Protest at 3-4. Cognosante similarly fails to establish a legal basis for this protest ground, and this ground also is dismissed. 4 C.F.R. § 21.5(f).

“[DELETED]”), 13 (“[DELETED].”). Indeed, when the description of Accenture’s approach to the [DELETED] is presented in the form of a graphic, the graphic shows that the [DELETED] portal is only a small portion of Accenture’s approach to performance. Id. at 14. Although Accenture contends this aspect of its proposal deserved a strength, the record does not indicate that the agency’s evaluation was unreasonable. 22nd Century Techs., Inc., supra, at 5.

SRA also contends that the VA unreasonably failed to assign it strengths or significant strengths for numerous meritorious aspects of its proposal, such as its experience on a managed service desk contract, its IT service management, and its human resources portal. SRA Conformed Comments at 5-8. The VA asserts that its reevaluation was conducted in accordance with the solicitation and that the absence of additional strengths for SRA “does not, in any way, suggest an inadequate or unreasonable evaluation.” SRA MOL at 10. We have reviewed the record and find no basis to conclude that the VA improperly failed to assign SRA strengths for any of the contested portions of SRA’s proposal. For example, while SRA claims that the agency must have “overlooked” the portion of SRA’s proposal describing its “approach to [DELETED]” (wherein it combines [DELETED]), SRA does not explain why the agency’s evaluation was improper. SRA Conformed Comments at 13-14. Similarly, SRA argues that its experience as the incumbent on the Enterprise Service Desk Managed Services contract was “unique and directly relevant,” and should have resulted in the award of a strength. Id. at 7-8. Notwithstanding this assertion, SRA does not adequately explain why the agency’s evaluation was improper in this instance.

Overall, while SRA’s proposal contains substantial detail, the descriptions of SRA’s approach do not support a conclusion that the agency’s evaluation did not conform to the terms of the solicitation. The evaluation of quotations is a matter within the discretion of the procuring agency. PricewaterhouseCoopers Pub. Sector, LLP, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 6. Our Office does not independently evaluate quotations; rather, we review the agency’s evaluation to ensure that it is consistent with the terms of the solicitation and applicable statutes and regulations. Id. A protester’s disagreement with the agency’s judgment, without more, is not sufficient to establish that an agency acted unreasonably. Id. This protest ground is denied. Booz Allen Hamilton, Inc., B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 6.

Disparate Treatment

Accenture and Cognosante contend that the VA treated vendors disparately under the technical factor. Accenture Comments & Supp. Protest at 3-8; see generally Cognosante Comments & Supp. Protest. In this regard, Accenture contends that its [DELETED] portal was at least equal in merit to, and warranted a similar strength as, BAH’s information technology operations and services (ITOPS) transformation support services [DELETED] portal. Accenture Comments & Supp. Protest at 3-8. The agency asserts that Accenture’s [DELETED] is “fundamentally different” from BAH’s portal and, based on these differences, does not merit a similar strength. Accenture Supp. MOL

at 17. Cognosante similarly argues that the VA evaluated proposals unequally by not assigning Cognosante's proposal a strength for its [DELETED], which "[DELETED]," i.e., [DELETED], while awarding BAH's proposal an additional strength for the ITOPS [DELETED] portal.⁸ Cognosante Supp. Comments at 30-52; see also Cognosante AR, Tab 14, Cognosante Proposal at 2-3. The VA argues that Cognosante simply disagrees with the agency's conclusion. Cognosante Supp. MOL at 7.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. 22nd Century Techs., LLC, supra, at 6; UltiSat, Inc., B-416809 et al., Dec. 18, 2018, 2019 CPD ¶ 6 at 9; see also Arc Aspicio, LLC, et al., B-412612 et al., Apr. 11, 2016, 2016 CPD ¶ 117 at 13. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. 22nd Century Techs., LLC, supra, at 6. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the quotations. UltiSat, Inc., supra, at 9; see also Camber Corp., B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8.

At issue for Accenture and Cognosante is the fact that, during the VA's reevaluation of proposals, the agency assigned a new strength to BAH's proposal because the firm "propose[d] a [DELETED]" that included a portal that provided [DELETED]. Cognosante AR, Tab 17, BAH Technical & Past Performance Evaluation at 2-3. The agency concluded that this portal would "improve resource delivery" and task execution. Id. at 3. Both Accenture and Cognosante contend that, to the extent that BAH received a strength for its portal, their portals similarly merited strengths.

Accenture argues that the VA's technical evaluation was unequal because its proposal did not receive a strength for its [DELETED]portal, which Accenture contends provides the "same functionality" as BAH's proposed portal. Accenture Comments & Supp. Protest at 2-8. In this regard, Accenture argues that its portal will also "[DELETED]." Id.; Accenture AR, Tab 11, Accenture Proposal at 13. The VA responds that Accenture's [DELETED] portal is "[DELETED]that was proposed to reside on VA's network" and that Accenture had not adequately addressed how the tool would be developed or integrated with the VA's network. Accenture Supp. MOL at 8. The agency asserts that BAH's portal differs because it is a [DELETED] that would not run on the VA's network. Id. at 17. In this regard, the VA determined that Accenture's

⁸ Cognosante also argues that the agency's failure to assign it a strength for its "[DELETED]" shows that the agency again engaged in unequal treatment by improperly applying differing levels of scrutiny in evaluating and assigning strengths to offerors' proposals, a protest ground that our Office sustained in Cognosante's prior protest. Cognosante, supra, at 8. However, based on our review of the record provided in response to this protest, we conclude that the agency has adequately articulated and documented its evaluation of this aspect of Cognosante's proposal.

proposed solution met the requirements, but did not demonstrate merit or exceed the requirements in a way that would have been advantageous to the agency. Id. at 6.

We have reviewed the record and do not find the agency's conclusions about Accenture's proposal to be unreasonable. In this regard, while Accenture argues that the agency had no basis to conclude that BAH's portal would run on BAH's own network, Accenture does not rebut the agency's conclusions as to where the portals would reside or the steps necessary to allow Accenture's portal to run on the VA's network. Accenture Supp. Comments at 6. In addition, we agree with the agency that Accenture's description of its portal is fairly general and the descriptions of the intended functionality and use are spread throughout Accenture's proposal. Accenture AR, Tab 11, Accenture Proposal at 4, 6, 8, 9, 12. In contrast, BAH's description of its portal, while not extensive, is consolidated and clearly explains the portal's functionality. AR, Tab 16, BAH Proposal at 3. Accordingly, Accenture has not demonstrated that the differences in the assignment of strengths did not stem from differences between the proposals. UltiSat, Inc., supra, at 9; see also Camber Corp., supra, at 8. This protest ground is denied. Ultisat, Inc., supra, at 9.

With regard to Cognosante's "[DELETED]" portal, the protester argues that, in light of the strengths assessed to BAH's proposal, the agency should also have awarded Cognosante's proposal a strength. Cognosante Comments & Supp. Protest at 38. However, the agency reexamined this aspect of Cognosante's proposal as part of the reevaluation and again found that it did not merit a strength because it did not increase the likelihood of successful performance. Cognosante Supp. MOL at 14. In defending its conclusion, the VA also provided a declaration from a member of the technical evaluation team who participated in both the initial technical evaluation and the reevaluation. Cognosante, Evaluator Decl.; VA Response to GAO, Aug. 8, 2019. This evaluator described several reasons that the agency did not consider Cognosante's "[DELETED]" portal to warrant a strength, such as a lack of clarity about how information was consolidated within this functionality and the manner in which it would improve management of contract performance. Cognosante, Evaluator Decl. at 2-6. Cognosante contends that GAO should disregard the evaluator's declaration as merely a post hoc document created for litigation. Cognosante Comments & Supp. Protest at 39.

In reviewing an agency's evaluation, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments and explanations concerning the contemporaneous record. Remington Arms Co., Inc., B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. Post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the reasonableness of evaluation decisions--provided those explanations are credible and consistent with the contemporaneous record. NWT, Inc.; PharmChem Labs., Inc., B-280988, B-280988.2, Dec. 17, 1998, 98-2 CPD ¶ 158 at 16.

Cognosante asserts that the evaluator's analysis is inconsistent with the agency's legal arguments and the inherent merits of its proposal. Cognosante Supp. Comments at 25-36. Cognosante relies heavily on our Office's prior decision, where we sustained the protest after concluding that "in the context of the strengths assessed to BAH's proposal, the VA's decision not to award Cognosante a strength for its [DELETED] supports the protester's contention that the VA established a different and higher standard of review to evaluate Cognosante's proposal, which amounted to an unequal evaluation." Cognosante, supra, at 8. However, in the instant protest, the evaluator's declaration provided new information about its decision not to award a strength for this aspect of Cognosante's proposal. Furthermore, the detail provided in the declaration firmly establishes that the VA fully considered this aspect of Cognosante's proposal in its reevaluation. The protester's response does not adequately demonstrate that this aspect of its proposal was similar to BAH's proposal or that the agency's evaluation was unreasonable. Given the inherently subjective nature of the evaluators' judgments at issue here, we conclude that it was within the source selection authority's discretion to assign a strength to one offeror's proposal and not reach the same conclusion with respect to another offeror's different proposal. UltiSat, Inc., supra, at 9-10. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Id. This protest ground is denied. Booz Allen Hamilton, Inc., supra, at 6.

Price Reasonableness

Cognosante argues that the VA's price reasonableness evaluation was insufficient because, in Cognosante's view, the agency did not adequately consider the magnitude of the BAH's premium as both a percentage and an absolute value. Cognosante Comments & Supp. Protest at 71-77. Similarly, SRA asserts that the VA has failed to meaningfully evaluate price, and instead "merely perform[ed] mechanical comparisons." SRA Conformed Comments at 2-6. The VA defends its price reasonableness analysis, arguing that while BAH's price was markedly higher, it was "within a reasonable range" of various metrics such as the IGCE and the mean of other offerors' proposed prices, and otherwise consistent with the FAR. Cognosante COS at 29; SRA COS at 12; Cognosante MOL at 29.

It is a fundamental principle of federal procurement law that procuring agencies must condition the award of a contract upon a finding that the contract contains "fair and reasonable prices." See FAR §§ 15.402(a), 15.404-1(a); see also Crawford RealStreet Joint Venture, B-415193.2, B-415193.3, Apr. 2, 2018, 2018 CPD ¶ 121 at 9.⁹ The

⁹ Although procurements conducted under FAR section 16.505 are not subject to the same requirements as those conducted under FAR part 15, FAR section 16.505(b)(3) directs the contracting officer to establish prices for task orders consistent with the policies and methods contained in FAR subpart 15.4. FAR § 16.505(b)(3); CGI Fed. Inc., B-403570 et al., Nov. 5, 2010, 2011 CPD ¶ 32 at 5 n.1.

purpose of a price reasonableness analysis is to prevent the government from paying too high a price for a contract. Crawford RealStreet Joint Venture, *supra*.

The FAR defines price analysis as “the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.” FAR § 15.404-1(b)(1). The manner and depth of an agency’s price analysis is a matter within the sound exercise of the agency’s discretion, and we will not disturb such an analysis unless it lacks a reasonable basis. *See Gentex Corp.--W. Operations*, B-291793 *et al.*, Mar. 25, 2003, 2003 CPD ¶ 66 at 27-28; PricewaterhouseCoopers Pub. Sector, LLP, *supra*, at 10. It is up to the agency to decide upon the appropriate method for evaluation of cost or price in a given procurement, although the agency must use an evaluation method that provides a basis for a reasonable assessment of the price to the agency of performance under the competing proposals. *Id.*; S.J. Thomas Co., Inc., B-283192, Oct. 20, 1999, 99-2 CPD ¶ 73 at 3.

Here, the VA conducted a price reasonableness evaluation by comparing offerors’ prices to each other and comparing the awardee’s price to the IGCE. AR, Tab 21, Reevaluation at 2-3. The agency “determined the prices fell within a reasonable range of each other.” *Id.* at 3. Although BAH’s proposed price was the only one that exceeded the IGCE, the agency concluded that its approximately 14 percent premium was “within a reasonable range of[] the IGCE.” *Id.* Thus, the agency employed several of the price analysis techniques discussed in FAR § 15.404-1(b). Despite the significant price premium, the agency’s analysis is sufficient here and we find no basis to conclude that the price reasonableness determination was unreasonable. This protest ground is denied. *See Moore’s Cafeteria Servs. d/b/a MCS Mgmt.*, B-299539, June 5, 2007, 2007 CPD ¶ 99 at 3-4.

SRA contends that the agency should nevertheless not have found BAH’s price premium to be reasonable. SRA Conformed Comments at 3-4. SRA relies on our decision in Crawford Labs. to argue that the VA’s examination of the price differentials was insufficient. *Id.* at 4 n.15 (citing Crawford Labs., B-277069, Aug. 29, 1997, 97-2 CPD ¶ 63 at 3). However, in Crawford Labs., our Office sustained the protest after concluding that the agency provided “no rational basis for its determination of price reasonableness . . . at prices more than double the award prices under the prior procurement for the same items.” Crawford Labs., *supra*, at 1. On these facts, where the awarded price was more than twice the prior award prices, which differ so greatly from the instant procurement where the premium is substantially less, and where the analysis and document are significantly greater, we find no reason that Crawford Labs. would control here.

Past Performance and Best-Value Tradeoff

Accenture challenges the agency’s past performance evaluation. Accenture argues that the agency’s best-value tradeoff analysis failed to look behind the past performance numerical ratings and consider the underlying basis for the rating. Accenture Comments & Supp. Protest at 19-21. The VA asserts that the RTEP contemplated only

the calculation of a numerical score, and that it followed the terms of the solicitation. Accenture Supp. MOL at 25.

Where a protester challenges an agency's evaluation of experience or past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. PricewaterhouseCoopers Pub. Sector, LLP, supra, at 9. An agency's evaluation of past performance is a matter of discretion which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. Id.

Here, the RTEP provided for the translation of the QASP ratings and achievement of small business participation and veteran employment targets into a numerical score for past performance. RTEP at Intr. 3. The solicitation did not describe any further intended analysis of the past performance scores and did not request any qualitative past performance information; instead, it contemplated a mechanical calculation of offerors' scores. Id. Furthermore, the agency's internal evaluation guidance described an intended past performance evaluation that was consistent with the information provided to offerors. AR, Tab 6, Task Order Evaluation Plan at 5-6.

The record reflects that the agency's past performance evaluation was consistent with the solicitation, i.e., that offerors' past performance was appropriately scored. See, e.g., AR, Tab 20, SSD at 3. The past performance score was also considered in the agency's best-value tradeoff analysis, where the agency compared BAH's score to other offerors' scores. See generally id.¹⁰ In this regard, the agency was not obligated

¹⁰ Accenture argues that the agency failed to follow internal procedures that required a review of offerors' records in the past performance information retrieval system (PPIRS) or the VA's acquisition task order management system past performance records prior to award. Accenture Comments & Supp. Protest at 24 (citing the VA Office of Inspector General Report "VA's Administration of the [T4NG] Contract," which was published on June 13, 2019, during the pendency of this protest). Even if the proposal does not comply with internal VA procedure, that does not provide a basis to consider this allegation. An agency's compliance with internal guidance or policies that are not contained in mandatory procurement regulations is not a matter that our Office will review as part of our bid protest function. LCPP, LLC, B-413513.2, Mar. 10, 2017, 2017 CPD ¶ 90 at 5. Accenture furthermore contends that the VA should have considered past performance as "experience" under the technical factor, both directly, and as evidence of the Accenture's understanding of the problem and the feasibility of its proposed approach. Accenture Comments & Supp. Protest at 13-19. As a preliminary matter, there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that the agency assign or reserve the highest rating for the incumbent offeror. Science Applications Int'l Corp., B-413112, B-413112.2, Aug. 17, 2016, 2016 CPD ¶ 240 at 5. The RTEP did not provide for an evaluation of experience as part of

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to look behind the scores and did not have narrative analyses to evaluate. Given the limited nature of the past performance information evaluated, we find that the agency's past performance evaluation was not unreasonable. PricewaterhouseCoopers Pub. Sector, LLP, supra, at 9. To the extent that the protesters consider the past performance analysis unreasonably narrow, this is an untimely challenge to the terms of the solicitation. 4 C.F.R. § 21.2(a)(1).

Best-Value Tradeoff Decision

Accenture, Cognosante, and SRA all contend that the agency's best-value tradeoff decision was unreasonable. In sum, Cognosante asserts that the VA's best-value tradeoff decision also failed to consider what it describes as the significant and rapid decline in BAH's past performance score as well as the improvement in its own score, and all protesters argue that the VA did not reasonably weigh BAH's significant price premium against the strength of their proposals. Accenture Comments & Supp. Protest at 26; Cognosante Protest at 33, 38; Cognosante Comments & Supp. Protest at 68; SRA Conformed Comments at 14-18. The VA argues that Cognosante's allegations lack a factual basis and that past performance was considered in the tradeoff evaluated in accordance with the terms of the solicitation. Cognosante MOL at 34-35. The agency also generally defends its best-value tradeoff decision as comprehensive, adequately documented, and within the agency's discretion. Accenture MOL at 25-38; Cognosante MOL at 31-36; SRA MOL at 25.

Where, as here, a procurement provides for issuance of a task order on the basis of a best-value tradeoff, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. PricewaterhouseCoopers Pub. Sector, LLP, supra, at 11-12. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. Id.

The agency's rationale for any price/technical tradeoffs made and the benefits associated with the additional costs must be adequately documented. FAR §§ 16.505(b)(1)(iv)(D), (b)(7)(i); AlliantCorps, LLC, B-415744.5, B-415744.6, Nov. 23, 2018, 2018 CPD ¶ 399 at 5. However, there is no need for extensive documentation of every consideration factored into a tradeoff decision. FAR § 16.505(b)(7); AlliantCorps, supra. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals, and that the source selection was reasonably based. AlliantCorps, supra. Although the protesters challenge the agency's best-value tradeoff analysis and award decision, we find no reason to set it aside.

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the technical factor, and thus Accenture's argument here is an untimely challenge to the terms of the solicitation. 4 C.F.R. § 21.2(a)(1).

The VA assigned BAH a technical rating that was significantly higher than all other offerors' technical ratings, and the technical factor was significantly more important than the other factors. As to Cognosante's argument that the agency should not only have examined the scores, but also looked at changes to the scores over time, this is not provided for in the anticipated evaluation. Here, the agency evaluated the limited past performance information contemplated by the solicitation, *i.e.*, the current past performance scores. As discussed above, the VA's analysis was not unreasonable. PricewaterhouseCoopers Pub. Sector, LLP, *supra*, at 9. Although BAH's past performance score is in the bottom half of all offerors in the competitive range, this factor was less important than the technical factor. Finally, although BAH's price was higher by a significant margin, price was the least important factor. The record reflects the agency considered each offerors' strengths, their technical rating, and their past performance score.

In addition, the VA compared offerors' prices to one another and compared BAH's price to the IGCE. AR, Tab 21, Price Revaluation at 2-3. The agency determined that BAH's price was 25.85 percent above the lowest proposed price, and 20.30 percent higher than the mean price of offerors in the competitive range. *Id.* at 2. Overall, although the protesters disagree with the agency's decision to pay this premium, the decision itself is adequately justified and documented. We find the agency's decision to be within its discretion.¹¹ See Entz Aerodyne, Inc., B-293531, Mar. 9, 2004, 2004 CPD ¶ 70 at 3-4.

Notwithstanding the protesters' disagreement, we find no basis to question the agency's best-value determination. AlliantCorps, *supra*, at 5 (finding reasonable the agency's selection of a higher-priced, higher-rated proposal); Horizon Indus., Ltd., B-416222, B-416222.2, July 11, 2018, 2018 CPD ¶ 235 at 9 (same). First, as described above, we find no merit to the protesters' objections to the agency's evaluations; thus there is no basis to question the SSA's reliance upon those judgments in making the source selection decision. Next, the record shows that in conducting the tradeoff, the SSA comparatively assessed the proposals, including the reasons for the strengths assessed to each offeror under the technical factor. The SSA also compared past performance scores and prices. In addition, the SSA considered the contracting officer's reevaluation of the reasonableness of BAH's proposed price, which included a comparison of BAH's

¹¹ The protesters question the reasonableness of the agency's tradeoff decision given the price premium as both a percentage and an amount in dollars. *See, e.g.*, Cognosante Protest at 37. While many agencies, when faced with a similar price difference, have not selected the higher-rated, higher-priced firm, others have justified paying a significant premium for a superior proposal. *See, e.g.*, Freedom Lift Corp., B-298772.2, Jan. 25, 2007, 2007 CPD ¶ 29 at 4 (finding reasonable the agency's justification for paying a 35 percent price premium); Superlative Techs., Inc.; Atlantic Sys. Grp., Inc., B-415405, *et al.*, Jan 5, 2018, 2018 CPD ¶ 19 at 11-12 (finding reasonable the agency's decision to pay a 44 percent price premium).

price to the IGCE and documented BAH's price premium vis-à-vis every other offeror. AR, Tab 21, Price Reevaluation.

The SSA was not required to quantify the tradeoffs made in selecting the higher-rated, higher-priced proposal for award. Emergint Techs., Inc., B-408410.3, Apr. 4, 2014, 2014 CPD ¶ 123 at 6. Based on these considerations, as well as the relative weighting of the factors, the SSA concluded that BAH's proposal merited its significantly higher price, and that BAH provided the best value to the VA. AR, Tab 20, SSD. Moreover, to the extent that the protesters are suggesting that the VA could not reasonably have considered the advantages identified to be worth the price premium in question, their complaints constitute disagreement with the VA's judgment, which is not sufficient to demonstrate that the tradeoff was unsupported. Id.; MCR Fed., LLC, B-401954.2, Aug. 17, 2010, 2010 CPD ¶ 196 at 11. While the protesters disagree with the agency's conclusion, we find that the VA's best-value determination was reasonable and consistent with the evaluation criteria. The protesters' challenge to the agency's best-value tradeoff decision is denied. AlliantCorps, supra, at 5.

The protest is denied.

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General Counsel