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# Decision

**Matter of:** Optum Workers Compensation Services of Florida

**File:** B-421366; B-421366.2

**Date:** April 11, 2023

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## DIGEST

1. Protest challenging the evaluation of the relevancy of the awardee's past performance is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.
  2. Protest challenging the evaluation of awardee's corporate experience is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.
  3. Protest challenging the best-value tradeoff determination is denied where the record reflects that the contracting officer reasonably found that the protester's slightly superior technical proposal was not worth the significantly higher price.
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## DECISION

PMSI, LLC, d/b/a Optum Workers Compensation Services of Florida (Optum), of Tampa, Florida, protests the award of a contract to Matrix Healthcare Services, Inc. (myMatrixx), also of Tampa, Florida, under request for proposals (RFP) No. 1605C3-21-R-00011, issued by the Department of Labor (DOL) for pharmacy benefit management services. Optum challenges the evaluation of the awardee's past performance and corporate experience. The protester also contends that the agency erred in its conduct of the best-value tradeoff.

We deny the protest.

## BACKGROUND

DOL, through its Office of Worker Compensation Programs (OWCP), administers several workers compensation programs for the benefit of federal employees. Memorandum of Law (MOL) at 7. DOL issued the RFP on August 24, 2021, seeking comprehensive pharmacy benefits management (PBM) services for two programs administered by OWCP: the Division of Coal Mine Workers' Compensation program, and the Division of Energy Employees Occupational Illness Compensation program.<sup>1</sup> Contracting Officer's Statement of Facts (COS) at 3; Agency Report (AR), Exh. 2b, RFP at 22.<sup>2</sup> These programs provide for pharmacy benefits to federal employees with work-related injuries or illnesses who have accepted workers' compensation. These benefits include pharmacy services, durable medical equipment (DME), and diagnostic services. COS at 3. Among the specific tasks to be performed by the contractor are pharmacy benefits management; customer support; verifying eligibility and processing claims for payment; fraud, waste, and abuse monitoring; report preparation; information management; formulary management; specialty pharmacy services; providing access to DME; and system auditing. RFP at 43-58.

The solicitation anticipated the issuance of a fixed-price contract with a base period of one year and four 12-month options. RFP at 1. Award was to be made on a best-value tradeoff basis considering the following evaluation factors: technical approach, past performance and price. *Id.* at 152. The technical approach factor included six subfactors, of equal importance: (1) understanding of the requirement, (2) security requirements, (3) corporate experience, (4) start-up plan/phase-out plan, (5) key personnel, and (6) quality control plan. *Id.* at 153-54.

The solicitation provided that the technical approach factor was significantly more important than past performance and price, and when combined, both non-price factors were more important than price. *Id.* at 152. Additionally, the RFP provided that as the technical approach and past performance differences narrowed, price would become more important, and that the agency would not make an award at a significantly higher overall price to achieve only slightly superior technical features. *Id.*

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<sup>1</sup> The agency explains that this procurement for these two programs--which are not funded by the Federal Employee Compensation Act (FECA)--are separate from the PBM system that the OWCP established in 2021 for programs funded by the FECA, which provides benefits to certain classes of federal employees, including postal workers. COS at 3. The PBM system for programs funded by FECA is currently operated under contract with Optum, in which it manages the provision of medicines and durable medical equipment to claimants. *Id.*

<sup>2</sup> The solicitation was amended 6 times. COS at 4. Unless specified otherwise, all citations to the RFP are to the version of the RFP provided as Exhibit 2b of the agency report. In addition, citations to page numbers in the record are to the document number, unless the documents do not have page numbers; in that instance, citations are to the Adobe PDF pages.

As relevant to this protest, for the past performance evaluation, the solicitation provided that the agency would evaluate each offeror based on the agency's assessment of three past performance examples of "similar dollar value, scope, and complexity" from the prior three years. RFP at 146. Offerors were to provide a narrative explanation for each contract addressing the performance objectives and "detailing how the effort is relevant to the requirements of this solicitation." *Id.* at 148.

With respect to the corporate experience evaluation subfactor, the RFP instructed offerors to provide "information regarding work experience of a similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation" and specified that "[l]ength of experience with state and/or Federal workers' compensation programs should be specified." RFP at 146, 154. The RFP did not preclude an offeror from providing information from its corporate affiliates and key personnel. *Id.*

With regard to the understanding the requirement subfactor, the RFP provided for evaluation of the offeror's understanding of the work and the extent to which potential risks are identified and mitigated. RFP at 153. As part of this evaluation, the offeror's understanding of the requirement narrative was required to address the tasks summarized above, including, as relevant here, the task for provision of DME.<sup>3</sup> *Id.* at 153, 145, 55. The requirements for DME services were set forth in section 5.14 of the RFP's performance work statement (PWS). *Id.* at 55-56.

The agency received timely submitted proposals from two offerors, Optum and myMatrixx. AR, Exh. 28, Award Decision Memorandum at 4. Following the evaluation of initial proposals, the contracting officer established a competitive range, which included both proposals, and DOL engaged in several rounds of discussions with each offeror. The agency received and evaluated final revised proposals from both Optum and myMatrixx. The protester's and awardee's proposed prices were \$580,244,705 and \$507,738,037, respectively, and both proposals received overall ratings of "Good" for technical approach and "Satisfactory Confidence" for past performance.<sup>4</sup> *Id.* at 5. The evaluators assessed 26 strengths to myMatrixx's technical proposal, including four significant strengths; the agency did not find any weaknesses or deficiencies. *Id.* at 6-7. The evaluators assessed 28 strengths to Optum's proposal, including four significant strengths, and also assessed one weakness. *Id.* at 8-9.

The agency conducted a best-value tradeoff, in which the agency acknowledged that the protester's technical approach was superior to the awardee's. However, the source selection authority (SSA) concluded that the protester's technical advantage did not

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<sup>3</sup> The agency explains that "DME are medical devices that can be used repeatedly (e.g., oxygen breathing equipment, crutches, hearing aids and prosthetics). COS at 7.

<sup>4</sup> The evaluation assessed ratings for the technical approach factor of: excellent, very good, good, satisfactory, marginal, or unacceptable. AR, Exh. 20, Technical Evaluation Team (TET) Report at 1-2.

merit a 12.5 percent price premium. AR, Exh. 28, Award Decision Memorandum at 24. Accordingly, the agency made award to myMatrixx.

The agency notified Optum on November 17, 2022, that its proposal had not been selected for award. AR, Exh. 29, Unsuccessful Offeror Letter at 1. After requesting and receiving a debriefing on December 22, Optum filed this protest with our Office. AR, Exh. 31, Debriefing Letter.

## DISCUSSION

The protester challenges the agency's evaluation of the awardee's proposal under the past performance factor and under two of the technical approach subfactors--corporate experience and understanding of the requirements. In particular, the protester alleges that the awardee lacked a record of relevant past performance and therefore the agency erred in concluding that it had "satisfactory confidence" in the awardee's ability to perform. With regard to corporate experience, the protester asserts that the awardee has no relevant corporate experience and that the record contains inadequate explanation for whether and why myMatrixx's own corporate experience, or that of its corporate parent, are relevant under the RFP. As for the understanding of the requirements subfactor, the protester asserts that the agency failed to properly evaluate how myMatrixx's subcontractor would perform the PWS's DME capability requirements. Finally, Optum contends that the agency's best-value tradeoff was improper. With regard to all of its arguments, the protester maintains that the agency failed to adequately document its evaluation. For the reasons discussed below, we find none of the protester's arguments provide a basis to sustain the protest. We address these arguments in turn.<sup>5</sup>

The evaluation of an offeror's proposal is a matter within the agency's discretion. *National Gov't Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, 2012 CPD ¶ 59 at 5. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. Agencies must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's evaluation criteria. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218 at 7. A protester's disagreement with the agency's judgment in evaluating proposals or in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. *Veterans Evaluation Servs., Inc. et al.*, B-412940 *et al.*, July 13, 2016, 2016 CPD ¶ 185 at 8-9.

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<sup>5</sup> While our decision does not address every argument raised by the protester, we have considered each argument and find that none present a basis to sustain the protest.

## Past Performance

Optum does not take issue with the substantive or qualitative findings of the past performance evaluation. Rather, Optum's challenge relates to the agency's relevancy determinations made in connection with the past performance examples it reviewed. According to the protester, the agency unreasonably found myMatrixx's past performance examples relevant. The protester also asserts that the agency misevaluated the awardee's past performance by failing to consider whether the past performance contracts identified in myMatrixx's proposal were contracts performed by the awardee, myMatrixx, or instead were contracts performed by "Express Scripts, Inc., dba myMatrixx." Comments & Supp. Protest at 2. Finally, the protester argues that the past performance evaluation was inadequately documented.

For the past performance evaluation, the solicitation provided that the agency would evaluate each offeror based on the agency's assessment of recent and relevant past performance information for three contracts. RFP at 155. With regard to recency, the RFP provided that DOL will evaluate contracts that are currently being performed or have a period of performance end date within the last three years from the original solicitation issuance date. *Id.* As for relevance, the agency would consider projects of "similar dollar value, scope, and complexity" to determine whether submitted reference contracts were relevant. *Id.* Offerors were to provide a narrative explanation for each contract addressing the performance objectives and "detailing how the effort is relevant to the requirements of this solicitation." *Id.* at 148. The solicitation also provided that "[c]ontracts listed may include those entered into with Government agencies or private sectors." RFP at 146, 155. The solicitation advised that the absence of past performance data would be rated neither favorably nor unfavorably. *Id.* at 155.

The awardee's proposal identified three contracts for myMatrixx's past performance: a contract for [DELETED]; a contract for [DELETED]; and a contract for [DELETED]. AR, Exh. 9, myMatrixx Past Performance Proposal at 8-13. The awardee's proposal advised that all three efforts were contracts for "workers' compensation pharmacy benefit management services" and, as requested by the RFP, included a narrative explanation for each contract detailing how the effort is relevant to the requirements of the RFP. *Id.* at 4.

DOL considered each effort and documented its assessment of the contract's relevance, noting the project's size, scope and complexity. For example, with regard to myMatrixx's contract with [DELETED], the agency noted that it was a "fixed price PBM contract" with a "period of performance from April 1, 2017 to Present" and an "overall awarded contract amount [ ] projected to be \$110,000,000.00." AR, Exh. 21, Past Performance Evaluation at 2. The agency noted that it is a "commercial contract with a local Government entity" and it "requires MyMatrixx to directly contract [with] a national network of participating pharmacies, provide fixed discounts on brand and generic medications; provide mail order and specialty pharmacy services, point of sale drug utilization review, streamlined prior authorization processes; provided 24/7/365 [24

hours/day, 7 days/week, 365 days/year] live support; compliance with Government regulations and fee schedules for [DELETED].” *Id.* at 2-3.

The agency concluded that this “project was deemed relevant” and that “while the dollar amount of this project was lower than the current requirement, (\$110 million) it is a sizeable project.” AR, Exh. 28, Award Decision Memorandum at 10; AR, Exh. 21, Past Performance Evaluation at 4. In addition, the agency concluded that the project is “also deemed comparable to this requirement in terms of scope and complexity.” *Id.* The contracting officer, who also served as the source selection authority for this procurement, explains in response to the protest that, in finding this contract relevant with regard to size, it is a “commercial contract with [a] large metropolitan government [and] was valued at \$110 million.” COS at 17. As for scope, the contracting officer states that “myMatrixx had a national network of participating pharmacies, provided fixed discounts for generic and name brand medications, and mail order options.” *Id.* For complexity, the contracting officer states that “myMatrixx had point of sale drug utilization review, prior authorization processes and specialty pharmacy services.” *Id.*

Similarly, with regard to myMatrixx’s second contract--with [DELETED]--the agency noted that it was a “commercial fixed price contract to provide Workers’ Compensation Pharmacy Benefits Management (PBM),” with a projected contract amount of \$280 million for the life of the contract, and with a period of performance of 10 years (April 1, 2014 to March 1, 2024). AR, Exh. 28, Award Decision Memorandum at 10. The agency further found that in performance of the contract, myMatrixx is “responsible for directly contracting national network of participating pharmacies; fixed discounts on brand and generic medications, mail order and specialty pharmacy services, point of sale drug utilization review, including step therapy and morphine equivalent dose (MED) management; complex formulary management; streamlined prior authorization process; out of network bill management; data analytics and other services.” *Id.*

The agency found this “project was relevant according to the evaluation criteria.” *Id.* at 11. The agency concluded that “[w]hile the dollar amount [(\$280 million),] is smaller than the current requirement, . . . it is deemed sufficiently large to be relevant.” *Id.* In addition, the agency found that the project “is also comparable to this requirement in scope and complexity.” *Id.* In response to the protest, the contracting officer explains, with regard to similarity of scope, that “this private sector contract also had national network of participating pharmacies, fixed discounts on brand and generic medications, and mail order capabilities.” COS at 17-18. Regarding similarity of complexity, the contracting officer states that “myMatrixx[’s] comprehensive PBM services tied to point of sale drug utilization review (including step therapy and morphine equivalent dose (MED) management), complex formulary management, streamlined prior authorization process, and out of network bill management. *Id.* Ultimately, DOL found the project relevant, noting that “[w]hile the overall dollar amount [(\$280 million),] is smaller than the current requirement, . . . relevance is found in the size, scope and complexity of the project.” AR, Exh. 21, Past Performance Evaluation at 4.

The agency also evaluated the relevance of myMatrixx's third contract with [DELETED], noting that it was a "commercial contract to provide Workers's Compensation Pharmacy Benefits Management Services" with a period of performance of nine years (January 15, 2013 to December 31, 2022) and a total contract value of \$380 million for the life of the contract. *Id.* at 4. The agency further noted that, under this contract,

myMatrixx directly contracts [with] national network of participating pharmacies, firm-fixed discounts on brand and generic medications, mail order and specialty pharmacy services, point of sale drug utilization review, including step therapy and morphine equivalent dose (MED) management; complex formulary management; streamlined prior authorization process: 24/7/365 live support; compliance with Government regulations and fee schedules; out of network bill management; data analytics; clinical intervention services using evidence based guidelines, including opioid management, weaning programs, drug regimen reviews and outreach to prescribers. *Id.*

Ultimately, the evaluators found the project relevant, concluding that, "[w]hile the per annum amount [(\$380 million),] is smaller than the current requirement, . . . it is still relevant in terms of size," and "the scope and complexity of this project is relevant and speaks to myMatrixx's ability to provide relevant PBM services." *Id.* at 5; AR, Exh. 28, Award Decision Memorandum at 12. The contracting officer explains that "for size, the contract value was \$380 million," "[f]or scope, [DELETED] contract also had a national network of participating pharmacies, firm-fixed discounts on brand and generic medications, and mail order capabilities," and "[f]or complexity, myMatrixx offered . . . comprehensive PBM services, including point of sale drug utilization review (including step therapy and morphine equivalent dose (MED) management), complex formulary management, and streamlined prior authorization processes." COS at 18. Overall, the agency found that "this project reflects myMatrixx's ability to provide relevant PBM services." AR, Exh. 21, Past Performance Evaluation at 5.

The protester disagrees with the agency's relevancy determination regarding the awardee's three contracts, arguing that they are all "considerably different" from the instant requirement because the awardee's projects are lower in value than the subject requirement and because the periods of performance of the awardee's projects are longer. Comments & Supp. Protest at 3 (asserting that the [DELETED] contract is "8 years, as opposed to the 5 years under the RFP" and the "'final projected price' of the contract is just \$88 million, far less than myMatrixx's \$507 million award here"); *id.* at 4 (alleging that the [DELETED] contract has an estimated total contract value of \$280 million, as opposed to \$507 million, and is "over a 10-year period, as opposed to a 5 year period here"); *id.* (maintaining that the value of the awardee's [DELETED] contract is "far lower--\$380 million--and the length is also twice as long--10 years.").

The agency responds that the RFP did not require that the agency evaluate whether past performance was identical to this requirement. MOL at 9-10. Rather, "[b]y the use of the term 'similar' the [s]olicitation was clear the value, scope and complexity of the

project did not need to be the same as the [s]olicited work in order to be relevant[; i]t just needed to be similar.” *Id.*

The evaluation of the relative merit or relevance of past performance references is generally a matter within the agency’s discretion, which our Office will not disturb unless it is shown to be unreasonable or inconsistent with the solicitation’s evaluation criteria. *Sayres & Assocs. Corp.*, B-418382, Mar. 31, 2020, 2020 CPD ¶ 134 at 5. The evaluation of past performance, by its very nature, is subjective; an offeror’s disagreement with the agency’s evaluation judgments, without more, does not demonstrate that those judgments are unreasonable. *Noble Supply & Logistics, Inc.*, B-417494.3, Aug. 7, 2020, 2020 CPD ¶ 267 at 4-5.

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. As noted above, the RFP directed offerors to provide three past performance examples of “similar dollar value, scope, and complexity” from the prior three years. RFP at 146. The solicitation did not otherwise provide any express metric to compare size, scope or complexity of projects. *Id.* The record reflects that myMatrixx’s past performance concerns work performed within the past three years. See AR, Exh. 9, myMatrixx Past Performance Proposal at 2-6; AR, Exh. 21, Past Performance Evaluation at 4-6; AR, Exh. 28, Award Decision Memorandum at 10-12. The record also shows that DOL reasonably found all three of myMatrixx’s PBM workers compensation projects ([DELETED], [DELETED], and [DELETED]) relevant in terms of size, scope and complexity. AR, Exh. 21, Past Performance Evaluation at 2-5. For size, DOL clearly acknowledged all three projects had lower dollar amounts compared to the current requirements (though still very large). See *id.* (\$110 million for [DELETED], \$280 million for [DELETED], and \$380 million for [DELETED]). For scope, DOL found all three projects were PBM programs with fixed discounts on brand and generic medications for workers compensation claimants which had broad pharmacy networks. *Id.* For complexity, DOL found all three projects offered complex PBM services such as a point-of-sale drug utilization reviews and streamlined prior authorization process. *Id.*

Where, as here, a solicitation does not expressly define scope, magnitude, or complexity, agencies are afforded great discretion to determine the relevance of an offeror’s past performance. *DynCorp Int’l LLC; AAR Supply Chain, Inc.*, B-415873 *et al.*, Apr. 12, 2018, 2018 CPD ¶ 157 at 10. While the protester is correct that the dollar values of myMatrixx’s past performance contracts were lower than the instant requirement and the contracts identified were for different periods of performance, the record reflects that for each contract, the evaluators acknowledged the lower contract value, but still found the size was sufficiently similar. AR, Exh. 21, Past Performance at 4-6; Exh. 28, Award Decision Memorandum at 10-12; COS at 17. Further, the RFP did not limit a finding of relevancy--concerning contract magnitude--strictly to the dollar value of the work performed. See RFP at 155. In keeping with this, the record shows that the agency considered not only the dollar value of all three contracts but also looked at additional points of comparison, for example, whether the effort involved a national network of participating pharmacies and the scope of services being provided. While the protester disagrees with the agency’s decision to credit these additional points



of comparison, and contends that the agency never meaningfully addressed relevancy in terms of magnitude/size, such disagreement with the agency's judgment, without more, is insufficient to render the evaluation unreasonable. *WingGate Travel, Inc.*, B-412921, July 1, 2016, 2016 CPD ¶ 179 at 4-5. On this record, we cannot conclude that the agency's evaluation was unreasonable or inconsistent with the terms of the solicitation.

Similarly, we find no merit to the protester's assertion that DOL "failed to adequately explain and document" the basis for its relevancy determinations. Supp. Comments at 7. In this regard, the protester claims that the evaluation record "reveals only a bald, conclusory statement that DOL 'deemed' each of myMatrixx's past-performance [references] to be 'relevant.'" Comments & Supp. Protest at 3. The protester further asserts that the record "contains no explanation of how the agency came to its conclusion or what standard the agency applied," and therefore, there is "no discernible pathway for the agency's decision-making." *Id.*

In order for our Office to review an agency's evaluation, the agency must have adequate documentation to support its judgment. *Advanced Tech. Sys., Inc.*, B-296493.6, Oct. 6, 2006, 2006 CPD ¶ 151 at 9. In reviewing an agency's evaluation, we do not limit our review to contemporaneous evidence, but consider all information provided, including the parties' arguments and explanations. *Netizen Corp.*, B-418281 *et al.*, Feb. 21, 2020, 2020 CPD ¶ 85 at 6-7 n.5. Post-protest explanations that provide a detailed rationale for contemporaneous conclusions and simply fill in previously unrecorded details will generally be considered, so long as those explanations are credible and consistent with the contemporaneous record. *Id.*

Here, the documentation is sufficient to permit us to assess the reasonableness of the agency's evaluative judgments. The evaluation of past performance, by its very nature, is subjective. *Noble Supply, supra*. Although the protester claims that we should give no weight to the agency's *post-hoc* statements, we find the agency's explanations of the past performance evaluation credible and consistent with the contemporaneous record. For instance, while there is no narrative that explains "how the agency came to its conclusion" or "what standard[---other than the standard set forth in the RFP to consider similarity of size, scope, and complexity---]the agency applied" in assessing relevance, Comments & Supp. Protest at 3, the past performance evaluation report and award decision memorandum identify the pertinent information that the agency considered in assessing similarity of size, scope, and complexity. This information, as supplemented by the agency's explanation of its past performance evaluation process, sufficiently supports the reasonableness of the agency's conclusion. We find that this record sufficiently permits us to conclude that the agency reasonably evaluated the awardee's past performance for relevance in accordance with the RFP. Accordingly, we find the agency's documentation of its past performance evaluation to be adequate.

Optum also alleges the agency improperly found myMatrixx's contracts relevant because they did not demonstrate performance of the DME services required by PWS section 5.14, and because they lacked audit systems and processing, as required by

PWS section 5.16 (System Audits). Comments & Supp. Protest at 4. The protester, however, does not cite to any provision in the solicitation that required the agency to evaluate whether an effort was relevant based on demonstrated performance of every task required by the RFP's performance work statement.<sup>6</sup> RFP at 155. Rather, as noted above, the RFP did not provide any express metric to compare size, scope or complexity of projects. Given the great discretion afforded agencies to determine the relevance of an offeror's past performance under such circumstances, *see DynCorp Int'l LLC; AAR Supply Chain, Inc., supra*, we find that the protester's allegations fail to provide a basis to sustain the protest.

The protester also asserts that the past performance evaluation was improper because the agency failed to consider the past performance of the subcontractor proposed by myMatrixx to provide DME services. The solicitation, however, did not require DOL to seek out past performance experience from proposed subcontractors. RFP at 155. Instead, the solicitation provided that DOL "may" do so if there is no relevant past performance information for the prime and the sub would be performing a key area of the work. *Id.* The contracting officer explains that DME work is not a major or critical portion of the work required under the solicitation. COS at 23. In fact, the RFP expressly stated that DME services would be just five percent of the total allowed amounts for each program. RFP at 19. In addition, for the full potential 5-year period of performance, the agency anticipated that DME services would amount to just over two percent of the total project costs. COS at 23. The record shows that myMatrixx proposed that these services would be performed by a subcontractor, as permitted by the RFP, and the agency explains that myMatrixx did not reference projects of its DME proposed subcontractor in its past performance, and therefore, the agency's past performance evaluation did not consider projects by the DME subcontractor. Supp. MOL at 9 (citing AR, Exh. 21, Past Performance Evaluation). We find nothing unreasonable regarding the agency's evaluation in this regard.

Finally, the protester alleges that the agency misevaluated the awardee's past performance by failing to consider whether the past performance contracts identified in myMatrixx's proposal were projects actually performed by myMatrixx. Supp. Comments at 6. We also find no merit to this argument.

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<sup>6</sup> We also note that the record contradicts Optum's allegation that the awardee's contracts lacked audit systems and processing. In this regard, the agency points to the awardee's past performance narratives, noting that all three projects included experience in audit systems, such as "[c]ompliance with fee schedule and government regulations," "[d]ata [a]nalytics and reporting services," "[i]nformation [m]anagement," and "[f]raud, waste and abuse monitoring." AR, Exh. 9, myMatrixx Past Performance Volume at 10-15 (see bulleted list for each project). The agency further notes that for the [DELETED] project, myMatrixx's proposal provided: "As a result of reductions in fraud, waste and abuse combined with improvements in patient safety and pharmacy program costs, this client recently extended the contract for an additional three years." *Id.* at 13. Thus, the protester's argument provides no basis to sustain the protest.

As relevant here, myMatrixx's proposal identified the contractor for all three past performance contracts as "Express Scripts, Inc. dba myMatrixx." *Id.*; AR, Exh. 9, myMatrixx Past Performance Volume at 2, 4, 6. myMatrixx's proposal also listed, for all three contracts, the data universal numbering system (DUNS) number for the contractor. *Id.* at 2, 4, 6. In response to the protest, the contracting officer states that "[p]rior to finalizing the past performance evaluation, [he] confirmed that the entity performing each of the referenced past projects was indeed the entity proposing on this Solicitation." Supp. COS at 1. The contracting officer explains that he did this by "taking the DUNS numbers noted for each project in the Client Reference table: 111519513," and asking that the contract specialist "search the Dun & Bradstreet, Inc. database to find myMatrixx's DUNS number." *Id.* at 2. The contracting officer further explains that the contract specialist printed out the relevant Dun & Bradstreet report for the evaluation record on November 14, 2022, prior to the completion of the evaluation. *Id.*; see AR, Exh. 33, Dun&Bradstreet Database Inquiry. The record reflects that DUNS number for myMatrixx listed in the Dun & Bradstreet report matches the DUNS number listed in the past performance volume of myMatrixx's proposal for each of the referenced projects. Supp. COS at 2; *compare* AR, Exh. 33, Dun&Bradstreet Database Inquiry, *with*, Exh. 9, myMatrixx Past Performance Volume at 2, 4, 6.

The contracting officer also represents that he further confirmed the entity was the same by looking at the "place of performance" listed for each of the referenced projects, which was Tampa, Florida. Supp. COS at 2. In addition, the contracting officer states that "[e]ach of the Past Performance Questionnaires ("PPQs") listed the mailing address for the reviewed company as "3111 W Martin Luther King Jr Blvd, Ste 800, Tampa, FL 33607," see AR, Exh. 9; Exh. 22, Exh. 23, Exh. 24, which the contracting officer found "matched the information in the DUNS database for myMatrixx, the entity proposing on this Solicitation." AR, Exh. 33, Dun&Bradstreet Database Inquiry. Further, the contracting officer notes that the contractor representative listed in each PPQ received was someone with an "@mymatrixx.com" email address, which the contracting officer states, "further establishing the past project was tied to myMatrixx." Supp. COS at 2 (citing AR, Exh. 22, Exh. 23, Exh. 24). The contracting officer states that, based on the DUNS number, place and performance, and email addresses, he "concluded that the past projects referenced in myMatrixx's Past Performance Volume and PPQs were performed by myMatrixx and not its parent corporation, Express Scripts, or any other entity." Supp. COS at 2.

Although Optum points to other information in the record that, in the protester's opinion, could be an indication that the contracts were performed by Express Scripts, rather than myMatrixx, and asserts that in light of this other information the contracting officer should have done more to confirm the accuracy of the company's identity, nothing cited by the protester is inconsistent with the contracting officer's conclusion or demonstrates that the contracting officer's conclusion was in any way inaccurate.<sup>7</sup> Based on our

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<sup>7</sup> For example, the protester contends that the agency failed to "do the most reasonable thing--ask myMatrixx why it was submitting past-performance comparators performed

review of the record, we find nothing unreasonable regarding the contracting officer's determination.

In sum, based on our review of the record and the arguments raised by the protester, we find no basis to question the agency's evaluation of the awardee's past performance. These protest grounds are denied.

### Corporate Experience

Optum contends that the agency failed to properly evaluate myMatrixx's proposal under the corporate experience subfactor. The protester alleges that the awardee has "no 'relevant' corporate experience" and that the record contains "inadequate explanation for whether and why myMatrixx's own corporate experience, or that of its corporate parent, are 'relevant' under the RFP." Comments & Supp. Protest at 7. In addition, the protester asserts that, in evaluating myMatrixx's proposal under the corporate experience subfactor, the agency "unreasonably attributed myMatrixx's corporate parent's corporate experience to myMatrixx." *Id.* at 13. The protester maintains that based on the foregoing, as well as Optum's allegedly greater experience with federal programs, the agency should have recognized Optum's corporate experience as superior to the awardee's. See Protest at 10; Optum Response to Intervenor's Partial Mot. To Dismiss at 2.

With regard to corporate experience, the RFP provided that the offeror "shall provide information regarding work experience of a similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation" and specified that "[l]ength of experience with state and/or Federal workers' compensation programs should be specified." RFP at 146, 154. The RFP did not preclude an offeror from providing information from their corporate affiliates and key personnel.

myMatrixx's proposal explained that it and its DME subcontractor, [DELETED], "have the experience and expertise to meet the specialized requirements of the [the Division of Coal Mine Workers' Compensation] and [Division of Energy Employees Occupational Illness] programs" and that "[b]oth companies are exclusively focused on the workers'

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by an entity named "Express Scripts, Inc.," but which was purportedly doing business as "myMatrixx." Supp. Comments at 6. The protester also asserts that the agency failed to analyze why some of the PPQ responses include references to Express Scripts, Inc. or consider the timeline of when Express Scripts, Inc. acquired myMatrixx in 2017. *Id.* at 6-7 ("Why, if pre-acquisition myMatrixx was the awardee of these contracts, would post-acquisition myMatrixx identify the entity that performed these past-performance comparators as 'Express Scripts, Inc. dba myMatrixx,' when it was not acquired until after the contract awards?"). While the protester asserts that the agency should have done more in concluding that the contracts were performed by myMatrixx and not its parent corporation, Express Scripts, or any other entity, the protester's disagreement with the agency's evaluation fails to demonstrate that the evaluation was unreasonable.

compensation market and have extensive experience serving the needs of patients with complex cases and long-term illnesses.” AR, Exh. 8, myMatrixx Tech. Proposal at 90. myMatrixx’s proposal also detailed the company’s history and relationship with Express Scripts. *Id.* It explained that myMatrixx was founded in 2001 and that “myMatrixx’s first client is one of the largest workers’ compensation medical case management companies in America.” *Id.* It further noted that “[t]he goal of both companies was to simplify the claims process and improve the patient experience by establishing electronic connectivity with each retail pharmacy in the network” and that “[t]his was an industry first and a technological advancement that was eventually adopted by every PBM and service provider.” *Id.* The proposal stated that, [i]n 2017, myMatrixx was acquired by Express Scripts, the nation’s largest PBM,” which “has been providing PBM services for workers’ compensation clients since 1992.” *Id.* The proposal explained that “[r]ecognizing myMatrixx as the industry leader, Express Scripts moved all its existing workers’ compensation programs to myMatrixx, which now serves as the workers’ compensation division of Express Scripts.” *Id.* myMatrixx’s proposal noted that “myMatrixx operates as a self-contained business solely focused on workers’ compensation, leveraging the enterprise’s 30 years of workers’ compensation experience and superior supply chain strength to aggressively drive down drug costs for our clients.” *Id.*

myMatrixx’s proposal identified its “30 years of experience focused on workers’ compensation pharmacy benefit management” and stated that it “currently provides workers’ compensation [PBM] services to “more than 50 public sector clients,” including entities for the states of California, Connecticut, Georgia, Hawaii, Idaho, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, North Carolina, Oklahoma, Rhode Island, and Texas. AR, Exh. 8, myMatrixx Tech. Proposal at 91-94. Its proposal also stated that “myMatrixx currently has approximately 300,000 active injured participants utilizing workers’ compensation programs.” *Id.* myMatrixx’s proposal included a table listing 26 of its “workers’ compensation contracts of similar size and complexity.” *Id.* at 93-94. For each contract identified, myMatrixx specified the contract service dates and annual number of prescriptions processed, as well as highlighted the major operational requirements covered by the contracts.<sup>8</sup> *Id.*

With regard to its parent company, Express Scripts, myMatrixx’s proposal discussed Express Scripts’s federal experience providing PBM. *Id.* at 91 (“For the past 18 years, Express Scripts has managed the TRICARE pharmacy benefit management contract

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<sup>8</sup> The major operational requirements included: formulary management, fee schedule compliance, PBM utilization review, 24/7 live customer support, assisting with business rules, eligibility verification processing claims for payment, EFT [electronic funds transfers] enrollment checks, FWA [fraud, waste, and abuse] monitoring, reporting services/data analytics, information management, specialty pharmacy services, retail network covering all 50 states and inhabited territories, mail order pharmacy, out-of-network bill management, regulatory and compliance, streamlined authorization process, e-prescribing, and clinical intervention services. *Id.*

for the Department of Defense ([DOD]).”). The proposal noted that this “FAR-based, [f]ederal contract supports more than nine million beneficiaries worldwide and includes retail network, mail order, specialty pharmacies, comprehensive customer service, complex eligibility and benefits coordination, and complete compliance with Federal regulations, laws, and other [DOD] requirements.” *Id.*

myMatrixx’s proposal then explained why Express Scripts’s experience with the TRICARE contract is relevant to the instant requirement. *Id.* (“Although the direct TRICARE relationship is with myMatrixx’s parent company, Express Scripts, the TRICARE contract is relevant to the OWCP contract because myMatrixx utilizes shared enterprise services with multiple departments that support the TRICARE contract.”).<sup>9</sup> The proposal stated that “[m]any of these departments employ subject matter experts who are solely dedicated to the TRICARE contract and who would be part of the extended service team in support of the myMatrixx contract with OWCP.” *Id.* myMatrixx highlighted that it and Express Scripts “have implemented and maintain[ed] the highest levels of data security . . . are secured by the same teams and platforms entrusted to protect the personal health information of [more than] 100 [million] lives across the globe . . . [and] maintain the security protocols of multiple federal employee programs, including the United States Pentagon.” *Id.* at 92.

The agency assigned myMatrixx’s proposal a rating of “Very Good” under the corporate experience subfactor, finding that myMatrixx “has an abundance of corporate experience in workers’ compensation and pharmacy benefits management.” AR, Exh. 20, TET Report at 15. The agency further found that myMatrixx’s “parent company also has managed a large federal PBM contract through the [DOD].” *Id.* The agency concluded that “[o]verall, the Offeror has managed programs for other state and federal government programs that are similar or even larger in nature, scope, complexity, and difficulty than this opportunity.” *Id.* The agency also found that myMatrixx’s “proven corporate experience provides a high degree of confidence in providing a successful PBM program for [Division of Coal Mine Workers’ Compensation] and [Division of Energy Employees Occupational Illness].” *Id.* As such, the agency concluded that “[t]he Offeror’s overall corporate experience is a strength of their proposal.” *Id.*

The SSA further explains in response to the protest that, “[n]otably, the experience of myMatrixx itself (without its parent or subcontractor) offered an ‘abundance of corporate experience in workers’ compensation and pharmacy benefits management,’ supporting the rating.” COS at 20. The SSA notes that “myMatrixx[s] proposal showed it currently provides workers’ compensation PBM services to more than 50 public sector clients, including 18 state entities.” *Id.* (citing AR, Exh. 8, myMatrixx Tech. Proposal at 3-4 through 3-5). The SSA continues that “myMatrixx manages formularies, claims

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<sup>9</sup> myMatrixx’s proposal stated that the shared teams include: pharmacy network contracting, federal regulatory compliance, corporate mail order pharmacy services, corporate specialty pharmacy services (Accredo), enterprise technology services, audit and program integrity (FWA investigations), and information security. AR, Exh. 8, myMatrixx Tech. Proposal at 92.

processing, electronic funds transfer, customer service, claims processing, mail order pharmacies, e-prescribing, fraud waste and abuse services, data analytics, information management and clinical interventions services for its clients.” *Id.* The SSA states that myMatrixx’s proposal demonstrated “work experience of a similar nature, scope, complexity, and difficulty compared to this procurement even if it did not have a similar federal contract to reference.” *Id.* (citing AR, Exh. 8, myMatrixx Tech. Proposal pp. 3-3 through 3-5). The SSA points out, for example, that “through its contracts with [DELETED] (247,500 annual prescriptions), [DELETED] (155,000 annually) and [DELETED] (166,000 annually), myMatrixx demonstrated it has managed multiple, complex workers compensation PBMs that provide drug utilization review, formulary management, and streamlined authorization process (among other experience).” *Id.* The SSA states that this “work shows myMatrixx met and exceeded the requirements for similar work experience to justify the assigned strength and Very Good rating for Subfactor 3.” *Id.*

Optum asserts that, in evaluating myMatrixx’s proposal under the corporate experience subfactor, the agency “unreasonably attributed myMatrixx’s corporate parent’s corporate experience to myMatrixx.” Comments & Supp. Protest at 13. In this regard, Optum alleges that “the agency attributed the corporate experience of Express Scripts (a totally different company than the offeror) to myMatrixx without any explanation or reasoned understanding about how Express Scripts would meaningfully contribute to myMatrixx’s performance of the required services under the RFP.” *Id.*

The agency responds that, contrary to Optum’s assertion, myMatrixx’s proposal contained multiple references to its intended reliance on the resources of its parent corporation. For example, in its proposal, myMatrixx explained that Express Scripts would provide “corporate-owned” specialty pharmacy services (PWS 5.13) and “corporate-owned” mail order pharmacy services (PWS 5.2.12.). AR, Exh. 32, myMatrixx Tech. Proposal at 59-61, 12-14; Supp. COS at 3. The corporate parent also would directly contribute through its enterprise or shared corporate teams toward development of the stakeholder portal (PWS 5.10.9) and on reporting security incidents/data security (PWS 1.9.11). AR, Exh. 32, myMatrixx Tech. Proposal at 44-46, 82, and 92. Accordingly, the agency maintains that myMatrixx’s proposal included clear evidence of meaningful involvement by the parent with assigned roles and contributions that amply reflected its intent to meaningfully involve its parent corporation in performing the instant contract. Finally, the agency asserts that, in any event, its determination of myMatrixx’s “very good” rating and the assessment of a strength under the relevant corporate experience subfactor was reasonable based solely on myMatrixx’s corporate experience. Supp. MOL at 2; COS at 20.

An agency may properly attribute the experience of a parent or affiliated company to an offeror where the firm’s proposal demonstrates that the resources of a parent or affiliate--that is, its workforce, management, facilities or other resources--will affect contract performance. See, e.g., *IAP-Hill, LLC, B-406289 et al.*, Apr. 4, 2012, 2012 CPD ¶ 151 at 3; *Ecompex, Inc., B-292865.4, et al.*, June 18, 2004, 2004 CPD ¶ 149 at 4-5. The relevant consideration is whether the resources of the parent or affiliate--its

workforce, management, facilities or other resources--will be provided or relied upon for contract performance, such that the parent or affiliate will have meaningful involvement in contract performance. *Id.* Where the proposal shows a significant nexus between the parent or affiliate concern's resources and the contracting entity--for example, use of the affiliate's employees as key personnel or a commitment of the parent's financial resources--there is nothing objectionable in attributing the experience or past performance of the related entities to the business entity entering into the contract. *Id.*; see also *Systems Eng'g Partners, LLC*, B-412329, B-412329-2, Jan. 20, 2016, 2016 CPD ¶ 31 at 4-5 (agency properly considered affiliate where proposal stated affiliate would share personnel); *GeoNorth LLC*, B-411473 *et al.*, Aug. 6, 2015, 2015 CPD ¶ 247 at 3-4 (same).

Here, based on our review of the entire record, we find no merit in Optum's challenge to the agency's evaluation of myMatrixx's proposal under the corporate experience subfactor. As noted above, myMatrixx's proposal contained multiple references to its intended reliance on the resources of its parent corporation. Further, in our view, the agency's evaluation record, as supplemented by the SSA's declaration in response to the protest, provides ample support for the agency's determination that myMatrixx's experience merited a "very good" rating under this factor, based solely on myMatrixx's corporate experience. We further find that the agency's evaluation was sufficiently documented. Accordingly, Optum's protest challenging the agency's evaluation under the corporate experience subfactor is denied.

#### DME Capability

Optum argues that DOL unreasonably evaluated myMatrixx's DME capability by failing to adequately explain and document how myMatrixx's proposal, and the particular subcontractor that will perform this work ([DELETED]), warranted a "Very Good" rating under the understanding the requirements subfactor of the technical approach factor.

With regard to the understanding the requirement subfactor, the RFP provided that "[a]n offeror's understanding of the work will be shown through its ability to demonstrate that it can perform the work described in . . . the PWS and the extent to which potential risks are identified and mitigated." RFP at 145, 153. The solicitation provided that, at a minimum, the contractor's understanding of the requirement shall address 14 specified aspects of the PWS, including as relevant here section 5.14, Durable Medical Equipment. *Id.*

In response to the solicitation, myMatrixx's proposal explained that DME services would be subcontracted to [DELETED] and provided a detailed overview of [DELETED] network and operations. AR, Exh. 8, myMatrixx Tech. Proposal at 62-65; COS at 22 (confirming that myMatrixx's proposal "clearly stated it was proposing a subcontractor to meet this technical requirement under subfactor 1.") (*citing* AR, Exh 8, myMatrixx Tech. Proposal at 61-64 (PWS 5.14).



In evaluating myMatrixx's proposal under the understanding the requirements subfactor, the agency found that it "satisfies all of the Government's requirements with adequate detail to clearly indicate the feasibility of the approach and a strong understanding of the Government's requirements." AR, Exh. 20, TET Report at 5-6. The agency found that the proposal "provided sound solutions to all of the necessary requirements including . . . Durable Medical Equipment." *Id.* at 6. The agency also explained that myMatrixx's proposal was assessed "4 significant strengths and 16 strengths with no identified weaknesses or deficiencies." *Id.* at 6. None of the significant strengths or strengths assessed under this subfactor related to DME services. *Id.* at 6-15 (detailing the significant strengths and strengths assessed to myMatrixx's proposal under the understanding the requirement subfactor).

Based on our review, we find nothing unreasonable regarding the agency's evaluation. myMatrixx's proposal identified and provided detailed information regarding [DELETED] approach for all thirteen tasks identified in PWS 5.14, Durable Medical Equipment. RFP at 55-56; AR, Exh. 8, myMatrixx Tech. Proposal at 61-65. As an example, Optum asserts that the RFP required the DME services provider to: (i) maintain a network of suppliers, (ii) have extensive experience enrolling new providers, (iii) timely respond to inquiries, and (iv) provide utilization reviews, validation services, and retrieval services. Protest at 11; Comments & Supp. Protest at 9. The record reflects that myMatrixx's proposal clearly addressed each of these elements in detail with respect to [DELETED].<sup>10</sup> See, e.g., AR, Exh. 8, myMatrixx Tech. Proposal at 61 ("[DELETED] manages an extensive network of providers, distributors, and manufacturers across the U.S. with locations in all 50 states, Native American Tribal Lands and Reservations, and permanently inhabited territories."); *id.* at 62 ("[DELETED] has been providing DME services since 2014[; t]heir workers' compensation-specific Network Development team is well trained in vendor recruitment and has extensive experience enrolling new providers into our DME network."); *id.* at 62 ("To provide the highest level of efficient, accurate and timely processing of DME requests, patient care coordinators are available around the clock, 24/7/365, to assist with questions or with placing DME orders."); *id.* at 63 ("All inquiries and requests are accurately responded to within two business days."); *id.* at 65 ("[DELETED] employs retrospective utilization review tools for DME similar to those employed for retrospective [drug utilization review].").

As noted above, although the TET did not assign any strengths or significant strengths to myMatrixx's proposal for DME capability, the TET found that the proposal "provided sound solutions" for "Durable Medical Equipment." AR, Exh. 20, TET Report at 5-6. The SSA explains in response to the protest that "[o]ther aspects of myMatrixx[s] proposal"--that is the 4 significant strengths and 16 strengths--"(not its DME) provided

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<sup>10</sup> myMatrixx's proposal identified and responded to all thirteen tasks identified in PWS Section 5.14, Durable Medical Equipment. RFP at 55-56; AR, Exh. 8, myMatrixx Tech. Proposal at 61-65.

the additional value to support the rationale for the “Very Good” subfactor rating.<sup>11</sup> COS at 22. To the extent the protester asserts that the agency’s evaluation was unreasonable or should have been more in-depth, the protester’s disagreement, without more, fails to provide a basis to sustain the protest. *Veterans Evaluation Servs.*, *supra*.

### Best-Value Tradeoff

Finally, the protester challenges the agency’s best-value tradeoff. The protester’s primary argument is that the tradeoff was flawed because it was founded on a flawed evaluation. Because, as discussed above, we do not find that the agency erred in its evaluation, we see no merit in the protester’s derivative challenges to the agency’s best-value decision.

Further, Optum asserts that the agency’s selection decision failed to reasonably assess whether the protester’s slightly higher-rated proposal was worth a \$72.5 million price premium. DOL argues that it substantively considered the differences between the offerors’ proposals and found that Optum’s technical advantage over myMatrixx’s proposal was not worth a price premium. Thus, DOL contends it reasonably concluded that award to the lower-price proposal would provide the best value to the government. MOL at 28-33. The agency contends that its selection decision was not only reasonable but also was entirely consistent with the solicitation, which specifically reserved to the agency the right to award to a lower-price offeror when the offers were considered essentially equal, or when the specific strengths or benefits of a technically superior proposal did not warrant paying the associated cost premium. *Id.* We agree.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation’s evaluation criteria. See *PricewaterhouseCoopers Pub. Sector, LLP*, B-415504, B-415504.2, Jan. 18, 2018, 2018 CPD ¶ 35 at 13. In reviewing protests of an agency’s source selection decision, we do not reevaluate proposals but examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation’s evaluation criteria and applicable procurement laws and regulations. See *McKean Def. Grp., LLC*, B-415254.2, Dec. 19, 2017, 2017 CPD ¶ 389 at 5. Where, as here, technical merit is significantly more important than price, an agency may properly select a lower-price, lower-rated proposal if it reasonably decides that the price premium involved in selecting a higher-rated, higher-price proposal is not justified. *Booz Allen Hamilton Inc.*, B-412744, B-412744.2, May 26, 2016, 2016 CPD ¶ 151 at 12.

As discussed in the background section of this decision, both offerors’ proposals received ratings of “good” for the technical approach factor and “satisfactory confidence”

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<sup>11</sup> The protester does not challenge the agency’s assessment of any of the significant strengths or strengths assigned to myMatrixx’s proposal.

for past performance. AR, Exh. 28, Award Decision Memorandum at 5. The evaluators assessed 26 strengths to myMatrixx's technical proposal, including four significant strengths; the agency did not find any weaknesses or deficiencies. *Id.* at 6-7. The evaluators assessed 28 strengths to Optum's proposal, including four significant strengths, and also assessed one weakness. *Id.* at 8-9. Optum's total proposed price was \$580,244,705; myMatrixx's was \$507,738,037. *Id.* at 5.

After reviewing all of the discriminators between proposals under the technical subfactors, as well as reviewing the past performance evaluation, the SSA concluded that "Optum's proposal offered slightly superior overall value in comparison to myMatrixx [ ] (including consideration of relative value at the subfactor level, showing slightly greater value for Optum in four of the six subfactors). *Id.* at 24. The contracting officer noted that "Optum's proposal was somewhat superior in subfactors 2 [security requirements], 4 [start-up plan/phase-out plan], and 6 [quality control plan] and slightly better in subfactor 3 [corporate experience] even though the rating was the same as myMatrixx[.] *Id.* The SSA found, however, that "[s]till, the two proposals are very close in overall value considering both non-price factors." The SSA added that "[e]ach proposal provides comprehensive PBM programs with very specific and tangible multiple strengths that would greatly benefit the Office of Workers' Compensation Program and its claimants." *Id.* The SSA also noted the one weakness in Optum's proposal--based on Optum's "plans to redact its all-hazard continuity of operations plan unless reviewed in a controlled environment," *id.* at 21, 23, and the fact that the weakness remained despite Optum having been alerted to this area of its proposal during discussions. *Id.* at 24.

Having determined that Optum offered slightly superior value in comparison to myMatrixx in the non-price factors overall, the SSA considered whether that technical difference justified paying an additional \$72.5 million dollars. *Id.* In that regard, the SSA noted the solicitation advised offerors that the non-price factors were more important than price/discounts, but that "price would become more important as non-price factors approached equality, as in this case." *Id.* at 24 (citing RFP at 152). Further, the SSA noted that the solicitation stated that the government will not make an award at a significantly higher overall price to the government to achieve slightly superior technical features.<sup>12</sup> *Id.* The SSA found that myMatrixx "offered a good

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<sup>12</sup> The protester also asserts that the source selection decision was improper because it "contains no analysis of whether the price differential was significant in light of the superior technical rating of Optum[;] the agency just says it is significant." Comments & Supp. Protest at 11 (citing AR, Exh. 28, Award Decision Memorandum at 24). We disagree. As discussed herein, the record reflects that the SSA conducted a meaningful and substantive comparison by weighing the underlying merits of the non-price and price evaluation factors; carefully documented in considerable detail his findings that were either offsetting and/or discriminators; and consistent with the evaluation criteria, reasonably concluded that Optum's proposal was "slightly superior overall" under the technical approach factor, "including consideration of relative value at the subfactor

proposal with a significantly lower price, \$72,506,668.00 or 12.5 [percent] lower compared to [Optum's] price." *Id.* Ultimately, the SSA determined that Optum's slightly superior technical proposal did not justify "paying an additional \$72.5 million dollars." *Id.* As such, the SSA concluded that myMatrixx "offers the more advantageous (best value) proposal." *Id.* at 24-25.

Based on this record, we find nothing unreasonable regarding the SSA's conclusions. Contrary to the protester's argument, the record shows that the SSA recognized that there were unique aspects in each offeror's proposal, but concluded that the protester's slightly superior proposal was not worth the price premium.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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level, showing slightly greater value for Optum in four of the six subfactors. AR, Exh. 28, Award Decision Memorandum at 24. With regard to price, the SSA found that myMatrixx "offered a good proposal with a significantly lower price, \$72,506,668.00 or 12.5 [percent] lower compared to [Optum's] price," and Optum's slightly superior technical proposal did not justify "paying an additional \$72.5 million dollars." *Id.* To the extent the protester asserts that myMatrixx's proposed price should have been viewed by the SSA as being only lower (rather than "substantially" lower) than its own price, such disagreement does not establish that the source selection decision was unreasonable. We find no merit to the protest allegation.