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# Decision

**Matter of:** Veterans Management Services, Inc.--Costs

**File:** B-421070.3

**Date:** May 19, 2023

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Gunjan R. Talati, Esq., and Jennifer L. Andrews, Esq., Kilpatrick Townsend & Stockton LLP, for the protester.

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## DIGEST

GAO recommends reimbursement of the costs of filing and pursuing challenges to the agency's price evaluation of quotations pursuant to Federal Acquisition Regulation provision 52.222-46 and source selection decision, where the evaluation challenges were either clearly meritorious, or intertwined with clearly meritorious grounds.

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## DECISION

Veterans Management Services, Inc., a small business of Sterling, Virginia, requests that we recommend the U.S. Department of Agriculture (USDA), Forest Service reimburse the firm its reasonable costs of pursuing its protest. Veterans Management challenged the agency's award of a contract to Stafford Consulting Company, Inc., a small business of McLean, Virginia, under request for quotations (RFQ) No. 1282B122Q0011. USDA issued the RFQ for acquisition support services. The protester primarily alleged that the agency unreasonably evaluated quotations, resulting in a flawed source selection decision that was inadequately documented.

We grant the request in part and deny it in part.

## BACKGROUND

USDA issued the RFQ on July 29, 2022, and set the procurement aside for service-disabled veteran-owned small businesses, under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4. The agency sought quotations for professional acquisition support services for the USDA Forest Service's Special Project

Operations Center. Agency Report (AR), Exh. 6, RFQ at 1, 13, 41.<sup>1</sup> The RFQ contemplated the award of one task order to a holder of the General Services Administration’s Multiple Award Schedule (MAS) contract with special item number 541611 (Professional Services--Business Administrative Services) for one base year and up to four 1-year options. *Id.* at 13.

The RFQ advised that a task order would be issued to the “responsible [o]fferor whose quote represent[ed] the best value to the Government, considering price and other factors.”<sup>2</sup> *Id.* at 15. Regarding the price evaluation, the RFQ included FAR provision 52.222-46, Evaluation of Compensation for Professional Employees. *Id.* at 22. This provision requires vendors to submit “total compensation plan[s] setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract,” and advises that the agency will evaluate the compensation plans to assure that they reflect “a sound management approach and understanding of the contract requirements.” FAR provision 52.222-46(a).

The solicitation also identified three technical evaluation factors, listed here in descending order of importance: (1) technical approach/capability and prior relevant experience (go/no-go criteria); (2) management plan including capability of proposed key personnel; and (3) past performance. *Id.* at 16. The technical factors, when combined, were equal in importance to price. *Id.* The RFQ required vendors to submit quotations containing separate price and technical volumes. *Id.* at 16.

USDA received eight quotations by the August 22 deadline for receipt of quotations, including quotations from Veterans Management and Stafford. Contracting Officer’s Statement (COS) at 1. The evaluation team, consisting of three technical evaluators and a price analyst, evaluated the quotations received; as relevant here, the results of the evaluation were as follows:

	<b>Veterans Mgmt</b>	<b>Stafford</b>
<b>Total Evaluated Price</b>	\$41,781,264	\$47,470,938
<b>Fair and Reasonable Price</b>	No	Yes
<b>Technical Approach</b>	Go	Go
<b>Management Plan</b>	Acceptable	Acceptable
<b>Past Performance</b>	Acceptable	Acceptable

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<sup>1</sup> Citations to the agency report are to the report produced in the underlying protest and supplemental protest, docketed as B-421070.1 and B-421070.2.

<sup>2</sup> Vendors rather than offerors typically respond to requests for quotations. Accordingly, the decision will use the term “vendor” rather than “offeror” unless the decision is quoting the record directly. Similarly, references to “proposals” or “quotes” will be replaced with “quotations.”

AR, Exh. 3, Best-Value Decision Memorandum at 4. Though the protester and awardee received identical technical evaluation ratings, the agency determined that the protester's total evaluated price was not "fair and reasonable." *Id.* In this regard, the agency explained that the protester "failed to offer the appropriate labor rates commensurate with the experience levels required by the solicitation" and that the protester's pricing was thus "not determined fair and reasonable."<sup>3</sup> *Id.* at 4, 12.

USDA awarded the contract to Stafford on September 9, concluding that Stafford's quotation offered the best value to the government. *Id.* at 15. In this regard, the agency found the awardee's quotation was among the highest technically rated quotations, and otherwise contained the lowest price that was also determined to be fair and reasonable. *Id.* at 15-16; COS at 5. Also on September 9, the agency sent Veterans Management a notice of contract award to Stafford. COS at 1. At Veterans Management's request, on September 12, USDA also sent a brief explanation of award. *Id.*

On September 19, Veterans Management filed a protest with our Office. On October 31, after receipt of the agency report, the protester filed its comments on the report and a supplemental protest. The protester raised multiple challenges to USDA's conduct of the procurement. First, the protester alleged the agency's price evaluation of its quotation was unreasonable. Protest at 14-19. Specifically, in this regard, the protester alleged that: (1) the agency's price evaluation was based on the mistaken assumption that the protester intended to substitute educational achievements to meet the experience requirements of the performance work statement; (2) the agency engaged in disparate treatment in its price evaluation by treating the awardee's similar proposed educational substitutions differently than the protester's; (3) the agency's determination that the protester's total price was not fair and reasonable was flawed; (4) the conclusions the agency drew from its price evaluation were contradicted by the conclusions from its technical evaluation; and (5) the agency's evaluation of total compensation pursuant to FAR provision 52.222-46 was flawed for multiple reasons. Comments & Supp. Protest at 4-17.

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<sup>3</sup> As the protester argues, while the agency determined the protester's pricing was not "fair and reasonable," the agency based this determination on its conclusion that the protester's price was too low, as opposed to too high. Protest at 14-15; Comments & Supp. Protest at 11-12. An agency's concerns that a vendor's price is too high relate to price reasonableness, while an agency's concerns that a vendor's price is too low relate to price realism. See *Salient Federal Solutions, Inc.*, B-410174.3, B-410174.4, Apr. 1, 2016, 2016 CPD ¶ 104 at 7 (explaining that an agency's concern in making a price reasonableness determination focuses primarily on whether the offered prices are too high, as opposed to low. An agency may also separately provide for a price realism analysis in a solicitation in order to determine whether an offeror's low price reflects an adequate understanding of the contract's requirements, or presents a risk inherent in an offeror's approach.). The agency's concerns in this regard are thus more properly understood to be matters of price realism, as opposed to price reasonableness.

Next, the protester argued that the agency's evaluation of the awardee's past performance was unreasonable, and that the agency engaged in unequal discussions with the awardee. Protest at 22; Comments & Supp. Protest at 17-19. Finally, the protester contended that the agency's source selection decision was flawed and improperly documented. Protest at 22-24; Comments & Supp. Protest at 19-24.

On December 15, after development of the protest record, the GAO attorney assigned to the protest conducted an outcome prediction alternate dispute resolution (ADR) conference. During the ADR conference, the GAO attorney stated that GAO would likely sustain the protester's challenge to the agency's price evaluation of quotations. In this regard, the GAO attorney specifically indicated that the record showed that the agency failed to perform a price evaluation consistent with the requirements of FAR provision 52.222-46, which requires agencies to evaluate total compensation plans, including salaries and fringe benefits, for proposed professional employees. The GAO attorney informed the parties that because the record demonstrated that the agency's price evaluation failed to consider fringe benefits, the evaluation was improper, and our Office would likely sustain the protest on that basis.

Subsequent to the ADR conference, on December 16, USDA informed our Office that it intended to take corrective action by "re-evaluat[ing] the proposals submitted by the offerors for the solicitation, including an evaluation of the fringe benefits offered in the proposals." Notice of Corrective Action at 1. The agency further advised that it would make a new award decision based on its re-evaluation of quotations. *Id.* at 1-2. We subsequently dismissed the protest as academic in light of the agency's proposed corrective action. *Veterans Management Services, Inc.*, B-421070, B-421070.2, Dec. 21, 2022 (unpublished opinion).

On December 28, Veterans Management filed this request with our Office.

## DISCUSSION

Veterans Management requests that our Office recommend reimbursement of its attorneys' fees and costs in pursuing all of its protest grounds. Req. for Costs at 6. In support of its request, the protester contends that its protest was clearly meritorious, that the agency unduly delayed in taking corrective action, and that all of its protest grounds are intertwined, and not severable. *Id.* at 5-9. Specifically, the protester argues that all of its protest grounds are intertwined because they are based on the common fact that the agency's evaluation of Veterans Management's pricing was flawed, inconsistent with the technical evaluation, and inconsistent with the agency's evaluation of the awardee. *Id.* at 7.

USDA argues that our Office should not recommend that Veterans Management be reimbursed for any of its protest costs and attorneys' fees. The agency argues that because it "acted swiftly" in both filing its notice of proposed corrective action and implementing the corrective action, GAO should not recommend the requester be reimbursed for the costs of pursuing its protest. Resp. to Req. for Costs at 1-2. In the

alternative, the agency argues that our Office should sever costs, and specifically only recommend reimbursement of costs with respect to the agency's failure to evaluate fringe benefits in accordance with FAR provision 52.222-46, the only meritorious issue identified during the ADR conference. *Id.* at 2.

Based on our review of the record, and as discussed below, we conclude that Veterans Management's protest ground relating to USDA's failure to consider vendors' fringe benefits pursuant to FAR provision 52.222-46 was clearly meritorious, and that the agency unduly delayed taking corrective action in response to this protest ground. Further, we conclude that the protester's other arguments relating to the agency's price evaluation pursuant to FAR provision 52.222-46 and the source selection decision are based on a common set of facts and related legal theories, and are not readily severable from the clearly meritorious challenge. We also conclude, however, that the protest grounds not related to the FAR provision evaluation are readily severable from the clearly meritorious challenge. Accordingly, we grant the request in part, and deny it in part.

When a procuring agency takes corrective action in response to a protest, our Office may recommend reimbursement of protest costs under 4 C.F.R. § 21.8(e) if we determine that the agency unduly delayed in taking corrective action in the face of a clearly meritorious protest. *Odyssey Systems Consulting Group, Ltd.--Costs*, B-419730.5, Sep. 30, 2021, 2021 CPD ¶ 335 at 4. This principle is intended to prevent inordinate delay in investigating the merits of a protest and taking corrective action once an error is evident, so that a protester will not incur unnecessary effort and expense in pursuing its remedies before our Office. *Id.* A protest is clearly meritorious when a reasonable agency inquiry into the protest allegations would show facts disclosing the absence of a defensible legal position. *Octo Consulting Grp., Inc.--Costs*, B-414801.4, Dec. 14, 2017, 2018 CPD ¶ 52 at 3. A GAO attorney will inform the parties through outcome prediction ADR that a protest is likely to be sustained only if he or she has a high degree of confidence regarding the outcome; therefore, the willingness to do so is generally an indication that the protest is viewed as clearly meritorious. *Id.*; *Odyssey Systems Consulting Group, Ltd., supra* at 4.

Here, the RFQ included FAR provision 52.222-46, Evaluation of Compensation for Professional Employees. RFQ at 22. As stated above, when incorporated into a solicitation, this provision advises vendors that they are required to submit "a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract," and that the agency will then "evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements." FAR provision 52.222-46(a). In the present case, in addition to incorporating this FAR provision, the solicitation otherwise provided only that the agency would "verify the information from [vendors' MAS] [p]ricing [c]atalog against the pricing form contained in [their quotations]." RFQ at 18.

Our review of the record shows that USDA did not properly consider vendors' total compensation plans, because vendors' fringe benefits were not considered. In

response to the protest, the agency acknowledged that because assigning a numerical value to fringe benefits was “not feasible,” it ultimately decided to leave fringe benefits “in the neutral evaluation territory.” Agency Resp. to GAO Req. for Additional Briefing at 5. Therefore, by its own admission, the agency concedes that it did not perform a proper price evaluation consistent with FAR provision 52.222-46. Then, relying in part on this flawed price analysis, the agency concluded that Stafford’s quotation offered the government the best value, and awarded the contract to Stafford on this basis. AR, Exh. 3, Best-Value Decision Memorandum at 15-16. It is readily apparent from the record, and the agency’s own assertions, that the price evaluation performed was unreasonable and inconsistent with the terms of the solicitation, and therefore this protest ground was clearly meritorious.

Though USDA makes the post-protest argument that it left fringe benefits “in the neutral evaluation territory” because assigning a numerical value to fringe benefits was “not feasible,” the contemporaneous record does not reflect this conclusion. Moreover, the agency does not explain how it determined that assigning a numerical value to the fringe benefits was not feasible, nor does it explain why it decided that treating fringe benefits as “neutral” was consistent with FAR provision 52.222-46. No such explanation appears in the contemporaneous evaluation either. Therefore, because a reasonable inquiry by the agency into this protest allegation would have disclosed the absence of a defensible legal position, we find this ground of protest clearly meritorious.

Further, our Office finds that USDA unduly delayed taking corrective action in the face of Veterans Management’s protest. While we consider corrective action to be prompt if it is taken before the due date for the agency report responding to the protest, we generally do not consider it to be prompt where it is taken after that date. *AGFA HealthCare Corp.--Costs*, B-400733.6, Apr. 22, 2009, 2009 CPD ¶ 90 at 3-4. Here, the agency did not take corrective action until after the protester filed comments on the agency report, supplemental protest grounds, and comments on the supplemental agency report. Further, our Office requested from the parties additional briefing on the issue, after which the agency still did not take corrective action. Ultimately, it was only after the GAO attorney subsequently held an ADR conference call and advised that we would likely sustain the protest that the agency took corrective action. Thus, we find that the agency unduly delayed in taking corrective action in the face of a clearly meritorious protest.<sup>4</sup>

Accordingly, we recommend that Veterans Management be reimbursed its protest costs related to its clearly meritorious challenge to the agency’s price evaluation under FAR provision 52.222-46, for failure to evaluate vendors’ fringe benefits.

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<sup>4</sup> In this regard, we find that the agency’s argument, that its corrective action was prompt, and thus not unduly delayed, because it filed its notice of corrective action within one day of the ADR conference call, to be without merit. See Resp. to Req. for Costs at 1-2.

USDA argues that if our Office decides to recommend reimbursement of protest costs, it should recommend only partial reimbursement “proportional to the meritorious and unmeritorious protest grounds.” Resp. to Req. for Costs at 2. In this regard, the agency contends that only the protest ground relating to the agency’s failure to evaluate fringe benefits pursuant to FAR provision 52.222-46 should be reimbursed. *Id.* The agency contends that costs should not be recommended for any of the “unmeritorious” grounds. *Id.*

As a general rule, when resolving requests for recommendations for protest costs, we will recommend a successful protester receive costs incurred with respect to all issues pursued, not merely those upon which it prevails. *JRS Staffing Servs.--Costs*, B-410098.6 *et al.*, Aug. 21, 2015, 2015 CPD ¶ 262 at 5. In our view, limiting recovery of protest costs in all cases to only those issues on which the protester prevailed would be inconsistent with the broad, remedial Congressional purpose behind the cost reimbursement provisions of the Competition in Contracting Act, 31 U.S.C. § 3554(c)(1)(A). *Fluor Energy Tech. Servs., LLC--Costs*, B-411466.3, June 7, 2016, 2016 CPD ¶ 160 at 3. On the other hand, failing to limit the recovery of protest costs in all instances of partial or limited success by a protester may result in an unjustified windfall to the protester and cost to the government. *JRS Staffing Servs.*, *supra* at 5.

Accordingly, in appropriate cases, we have limited the recommended reimbursement of protest costs where a part of the costs is allocable to a losing protest issue that is so clearly severable as to essentially constitute a separate protest. See, e.g., *VSE Corp.; The Univ. of Hawaii--Costs*, B-407164.11, B-407164.12, June 23, 2014, 2014 CPD ¶ 202 at 8. In determining whether protest issues are so clearly severable as to essentially constitute separate protests, we consider, among other things, the extent to which the issues are interrelated or intertwined--*i.e.*, the extent to which successful and unsuccessful arguments share a common core set of facts, are based on related legal theories, or are otherwise not readily severable. See *Deque Sys., Inc.--Costs*, B-415965.5, Aug. 23, 2018, 2018 CPD ¶ 304 at 5. In applying these principles, we have severed costs arising from allegations of misevaluation under separate evaluation factors on the basis they are not intertwined. See *Carney, Inc.--Costs*, B-408176.13, Feb. 14, 2014, 2014 CPD ¶ 82 at 6 (severing costs for alleged misevaluation of price from clearly meritorious challenge to technical capability factor evaluation); see also *BluePath Labs, LLC--Costs*, B-417960.4, May 19, 2020, 2020 CPD ¶ 175 at 4 (severing costs for allegations of misevaluation of quotations from clearly meritorious allegation of unequal discussions).

Here, we find that some of Veterans Management’s additional arguments relating to USDA’s price evaluation are intertwined with its clearly meritorious protest ground that the agency’s evaluation pursuant to FAR provision 52.222-46 was unreasonable for failing to consider vendors’ fringe benefits. This includes the protester’s arguments that: (1) some of the labor categories required by the performance work statement (PWS) were not “professional employees” within the meaning of the term as used in FAR provision 52.222-46, and thus should not have been evaluated pursuant to that FAR provision; (2) the agency’s determination that the protester’s pricing was not “fair and

reasonable” was flawed; (3) the agency’s conclusions drawn from the price evaluation were inconsistent with the technical evaluation of the protester’s quotation; and (4) the agency’s source selection decision was flawed. We consider all of these issues to share common factual and legal bases.

In this regard, we note that Veterans Management challenged USDA’s price evaluation pursuant to FAR provision 52.222-46 overall as flawed, and the allegation that the agency unreasonably included in that analysis labor categories that should not be considered “professional employees” was one such reason the protester believed the evaluation to be unreasonable. This allegation thus shares a common set of facts with, and relies on a similar legal theory to, the clearly meritorious challenge to the agency’s failure to consider vendors’ fringe benefits. Next, the protester challenged the agency’s determination that the protester’s pricing was not “fair and reasonable.” This determination relied on the agency’s flawed evaluation pursuant to FAR provision 52.222-46, because the agency concluded that the protester failed to offer appropriate rates commensurate with the experience requirements of the PWS, but failed to consider whether the protester’s proposed fringe benefits were part of a sufficient total compensation plan.<sup>5</sup> Accordingly, we find that this protest ground is also intertwined with the overall challenge to the agency’s evaluation under FAR provision 52.222-46.

Further, Veterans Management challenged USDA’s conclusions drawn from the price evaluation regarding the protester’s ability to recruit and retain personnel, on grounds that these conclusions were inconsistent with the agency’s technical evaluation. This challenge also shares underlying facts with the clearly meritorious protest ground, because it was only due to the flawed price evaluation that the agency concluded it had doubts with respect to the protester’s ability to recruit and retain the personnel required by the RFQ. We find that this protest ground is not readily severable from the protester’s clearly meritorious challenge.

Lastly, Veterans Management challenged USDA’s source selection decision as unreasonable. It is readily apparent that the agency’s source selection decision considered the price evaluation the agency performed. Indeed, the decision document reflected that the agency decided not to further consider Veterans Management for award in large part because it found its price to be too low to reliably recruit and retain employees based on the price analysis conducted pursuant to FAR provision 52.222-46. AR. Exh. 3, Best-Value Decision Memorandum at 12. Since the source selection decision was based on this flawed price evaluation, we consider the protester’s argument alleging a flawed source selection decision to be necessarily

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<sup>5</sup> As explained above, we note that the agency incorrectly characterized the protester’s pricing as “not fair and reasonable,” when it really meant “unrealistic.” In addition to this mischaracterization, we find the agency’s conclusion was based on its flawed evaluation because it did not consider the protester’s proposed fringe benefits, and the protester’s challenge to this conclusion is thus not severable from the clearly meritorious protest ground.



intertwined with the protester's meritorious challenge. With respect to these protest grounds, both the meritorious and non-meritorious issues are intertwined and interrelated with the agency's flawed price evaluation pursuant to FAR provision 52.222-46. Accordingly, we recommend reimbursement of the costs of pursuing those challenges.

Though we find many of Veterans Management's protest grounds to be intertwined with its clearly meritorious protest ground, we do not recommend that the agency reimburse the protester for all of its grounds of protest. Specifically, we do not recommend reimbursement of the protester's costs related to arguments challenging: (1) the agency's assumption that the protester intended to substitute educational achievements to meet the experience requirements of the performance work statement; (2) the agency's alleged disparate treatment of Veterans Management and Stafford; (3) the agency's past performance evaluation of Stafford; (4) whether the agency engaged in unequal discussions with Stafford; and (5) the agency's documentation of its source selection decision. We conclude that these arguments raise issues that are not clearly intertwined with the protester's successful challenge, which related to the agency's price evaluation of the protester's quotation pursuant to FAR provision 52.222-46, and are not independently clearly meritorious.

First, we find that the argument alleging USDA relied on an improper assumption regarding Veterans Management's intent to substitute education achievements for experience requirements, though presented in the protest as a price evaluation challenge, does not relate to the actual evaluation conducted pursuant to the FAR provision. Instead, this challenge relates to an assumption the agency made about the qualifications of the personnel the protester intended to propose, which is a separate inquiry from the challenge to the adequacy of the agency's evaluation under FAR provision 52.222-46. The agency's assumption, and the protester's challenge, were based on clarifications between the agency and the protester, as well as the agency and the awardee. This protest ground thus does not share a common legal theory with the clearly meritorious protest ground, nor does it rest on a common set of facts.

For similar reasons, the protester's argument alleging the agency disparately treated the protester and the awardee with respect to the substitution of educational achievements for experience requirements is also not intertwined with the clearly meritorious protest ground. We therefore find the argument relating to the agency's assumption about education substitutions, as well as the argument that the agency treated the protester and awardee disparately in this respect, are severable from the clearly meritorious protest ground.

We also find that these two protest grounds are not clearly meritorious on their own. For each protest ground, a reasonable agency inquiry into the allegations yielded facts disclosing at least a defensible legal position. For example, the contemporaneous record reflected that the agency interpreted Veterans Management's response to clarifications to mean that the protester was not planning to propose personnel who met the experience requirements of the PWS. See AR, Exh. 3, Best-Value Decision

Memorandum at 12. Based on this interpretation, the agency reasonably concluded that the protester did not understand the PWS's requirements. See Memorandum of Law (MOL) at 4. The contemporaneous evaluation record supported this argument. Similarly, a reasonable inquiry into the protester's allegation of disparate treatment shows that the protester and awardee responded to clarifications differently, which we find establishes a defensible legal position to this argument. Accordingly, we do not find these protest grounds to be clearly meritorious.

Next, we find that Veterans Management's past performance and unequal discussions arguments are also not intertwined with its clearly meritorious protest ground. These arguments are solely based on USDA's technical evaluation of Stafford's quotation, and the action the agency took with respect to that technical evaluation. Similarly, the protester's argument regarding the agency's documentation of the source selection decision solely relates to the adequacy of the documentation the agency contemporaneously prepared to justify its source selection decision. These arguments do not involve the same core set of facts as the arguments relating to the flawed price evaluation of the protester's quotation, nor do they turn on related legal theories or principles.

We also find that these protest grounds are not clearly meritorious on their own. USDA presented reasonable, fact-based arguments consistent with the contemporaneous record explaining why its technical evaluation of the awardee's proposal was reasonable, and why the communications it had with the awardee did not amount to discussions. See, e.g., Supp. MOL at 8-9 (arguing that the communications between the agency and the awardee were merely clarifications, and that confusion regarding the awardee's adverse past performance information was reasonably resolved). The agency's arguments in this regard represent defensible legal positions. Similarly, the agency argued that procurements conducted pursuant to the procedures of FAR subpart 8.4 have lesser documentation requirements than negotiated procurements, at least establishing a defensible position to the protester's challenge to the adequacy of the source selection documentation. MOL at 10.

Because the remaining protest grounds were not intertwined with the protester's clearly meritorious protest ground, and were further not independently clearly meritorious, we find no basis on which to recommend reimbursement of protest costs.

## RECOMMENDATION

We recommend that USDA reimburse Veterans Management its reasonable protest costs, including attorneys' fees, related to the protest ground challenging the agency's evaluation of total compensation plans pursuant to FAR provision 52.222-46. We further recommend the agency reimburse the protester its reasonable protest costs related to the protest ground challenging the agency's price evaluation, including both the argument that the price evaluation was inconsistent with the technical evaluation, and the argument that the agency unreasonably concluded the protester's pricing was not fair and reasonable. Finally, we recommend the agency reimburse the protester its

reasonable protest costs related to the challenge to the agency's source selection decision.

The protester should submit its claim for costs associated with the protest grounds recommended for reimbursement, detailing and certifying the time expended and costs incurred, directly to USDA within 60 days of receipt of this decision.

The request is granted in part and denied in part.

Edda Emmanuelli Perez  
General Counsel