U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Alliant Health Solutions, Inc.

File: B-423598; B-423598.2

Date: September 12, 2025

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Alexander J. Brittin, Esq., Brittin Law Group, PLLC, and Mary Pat Buckenmeyer, Esq., Ward & Berry PLLC, for Health Quality Innovators, the intervenor.
Brandon Dell'Aglio, Esq., and Linda Santiago, Esq, Department of Health and Human Services, for the agency.
Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unfairly amended the solicitation only for the awardee when it removed requirements during exchanges the agency held only with the awardee is denied where the protester failed to show that it would have altered its proposal had it known of the agency's changed requirement.

2. Protest that the agency unreasonably investigated an alleged impaired objectivity organizational conflict of interest is denied where the record did not contain clear evidence showing that the investigation was unreasonable.

3. Protest that the agency unreasonably evaluated the awardee's professional employee compensation plan is denied where the record shows that the agency assessed the realism of the awardee's labor rates and fringe benefits and effect on recruitment and retention.

4. Protest that the agency unreasonably conducted its cost realism evaluation is denied where the record shows that the agency determined that the majority of the proposed rates reflected actual employee salary data, and that all proposed rates were comparable to General Services Administration benchmark rates.

5. Protest that the awardee unreasonably failed to provide a copy of its subcontractor agreement as required by the solicitation is denied where the record shows that the

awardee provided a copy of a negotiation memorandum which included all information needed to evaluate the proposal.

6. Protest that the agency unreasonably evaluated the protester's technical proposal is denied where the record shows that the agency reasonably concluded that the protester failed to respond adequately to a scenario question.

7. Protest that the agency unreasonably established the competitive range is denied where the record shows that the agency reasonably compared the underlying merit of the competing proposals.

DECISION

Alliant Health Solutions, Inc., of Atlanta, Georgia, protests the award of a task order to Health Quality Innovators (HQI), of Henrico, Virginia, under Task Order Request for Proposal (TORP) No. 75FCMC25RJ019, issued by the Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), for the agency's Region 3, Quality Improvement Network-Quality Improvement Organization ("QIN-QIO") program. Alliant contends that CMS misevaluated proposals and made an unreasonable selection decision.

We deny the protest.

BACKGROUND

On July 25, 2024, CMS issued the TORP under the agency's Network of Quality Improvement and Innovation Contractors (NQIIC) indefinite-delivery, indefinite-quantity (IDIQ) contracts to procure expert healthcare quality improvement services. Agency Report (AR), Tab 2.1, TORP at 1; Contracting Officer's Statement (COS) at 1-3.[1] The selected contractor would be responsible for executing a broad initiative to engage Medicare practitioners and providers, and to improve the quality of healthcare services delivered to beneficiaries in accordance with the agency's objectives. AR, Tab 2.2, TORP, Statement of Work (SOW) at 6-7. Using the procedures set forth under Federal Acquisition Regulation (FAR) subpart 16.5, the TORP contemplated the award of a cost-plus-fixed-fee task order to be performed over a 5-year period. TORP at 1; COS at 3; AR, Tab 2.4, TORP, Instructions and Evaluation Criteria (IEC) at 1.[2]

Award would be made on a best-value tradeoff basis considering technical and cost factors. AR, Tab 2.4, TORP, IEC at 1. The technical factor was considered approximately equal to the cost factor. *Id.*

[1] Citations to the agency report use the Adobe PDF page numbers.

[2] The agency structured its QIN-QIO program over seven regions spread across the United States. AR, Tab 2.2, TORP, SOW at 20. One task order would be issued for each region. TORP at 1.

Offerors were instructed to submit their proposals in six-parts: QIO eligibility; volume I, technical proposal; volume II, business proposal; volume III, business ethics, conflict of interest; volume IV, section 508[3] compliance; and volume II, business proposal Appendix. AR, Tab 2.4, TORP, IEC at 2.

As relevant here, the technical proposal would outline offerors' plans to organize and manage resources to meet the TORP's requirements. AR, Tab 2.4, TORP, IEC at 4. This factor would be evaluated based on three subfactors, listed in descending order of importance: approach to achieving quality outcomes; portfolio and program management plan for the region; and staffing. *Id.* The approach to achieving quality outcomes subfactor was further divided into three component parts: reach and engagement; incorporation of the [assessment/coordinate/complement/create (A3C)] model; attention to equity and person-centered care; and approach to facilitating data utilization to inform patient care and safety. *Id.*

The section 508 compliance volume required offerors to complete a voluntary product accessibility template (VPAT). AR, Tab 2.4, TORP, IEC at 22. The VPAT requires offerors to test their web content to determine product conformance with accessibility standards. AR, Tab 2.14, VPAT Template at 2. Proposals would be rated as acceptable or unacceptable. AR, Tab 2.4, TORP, IEC at 22.

The TORP advised that CMS intended to make an award based on the initial proposals without entering into exchanges. AR, Tab 2.4, TORP, IEC at 1. Despite such advisement, the TORP stated that CMS reserved the right to enter into exchanges, and that it could conduct exchanges with the best-suited offeror (BSO) (*i.e.*, the apparent successful offeror). *Id.* If the agency was unable to resolve any remaining issues with the BSO through the exchanges, then CMS would conduct exchanges with the next BSO based on the evaluation findings. *Id.*

Prior to the September 10, 2024, close of the solicitation period, three offerors, including Alliant and HQI, submitted proposals. AR. Tab 4.1, Best-Suited Offer (BSO) Memorandum at 1. Between October 9 and December 19, agency evaluators reviewed the proposals and developed a consensus report. COS at 3-4. The consensus report was used by the contracting officer, acting as the source selection authority (SSA), to complete the initial evaluation and identify the BSO prior to conducting exchanges. *Id.* at 4. On February 13, 2025, the agency completed the initial evaluation, which produced the following relevant results:

[3] Though not at issue in this protest, section 508 refers to the Rehabilitation Act of 1973, as amended, which generally requires that agencies' electronic information technology be accessible to people with disabilities. *See* 29 U.S.C. § 794d.

	Alliant	HQI
QIO Eligibility	Acceptable	Acceptable
Overall Technical Rating	Very Good	Very Good
--Approach to Achieving Quality Outcomes	Satisfactory	Very Good
--Portfolio and Program Management Plan	Very Good	Very Good
--Staffing	Exceptional	Satisfactory
Cost	$109,948,400	$76,960,330

AR, Tab 4.1, BSO Memorandum at 1, 4-5; COS at 6. The agency compared the proposals and determined that both Alliant and HQI demonstrated the technical merit to perform the requirement successfully. AR, Tab 4.1, BSO Memorandum at 13. The agency determined that HQI's proposal represented a better value due to the $32.988 million price advantage and the fact that Alliant's proposal did not offer any clear advantages. *Id.* As a result, the agency determined that HQI was the BSO and elected to conduct exchanges with that firm only. *Id.* at 1, 13; *see also* AR, Tab 2.4, TORP, IEC at 1.

On March 6, 2025, CMS notified HQI that it had completed the initial evaluation and would conduct exchanges with that firm only. COS at 5. The notice contained technical, business, and cost realism questions, and a revised SOW, which removed duties related to "climate change." *Id.*

On March 17, HQI submitted its final proposal revision. COS at 5. This evaluation produced the following result:

	HQI
QIO Eligibility	Acceptable
Overall Technical Rating	Very Good
--Approach to Achieving Quality Outcomes	Exceptional
--Portfolio and Program Management Plan	Very Good
--Staffing	Very Good
Cost	$76,737,364

AR, Tab 4.3, Post Exchange Memorandum at 2; AR, Tab 3.4, HQI Post Exchange Consensus Tech. Evaluation at 1-4. On May 27, the agency issued the task order to HQI at a value of $76,737,364. AR, Tab 4.3, Post-Exchange Memorandum at 17.

Following receipt of its debriefing, Alliant filed this protest.[4]

DISCUSSION

Alliant raises numerous and voluminous challenges to the agency's conduct of the acquisition. First, Alliant argues that the agency unfairly amended the solicitation only for the awardee during the exchanges process to remove a requirement to perform duties related to "climate change." Second, Alliant argues that the agency unreasonably failed to disqualify HQI due to an impaired objectivity organizational conflict of interest. Third, Alliant argues that the agency unreasonably evaluated the awardee's professional employee compensation plan because CMS did not compare HQI's proposed labor rates to its rates as a predecessor contractor. Fourth, Alliant argues that the agency unreasonably conducted its cost realism analysis. Fifth, Alliant contends that CMS improperly failed to require HQI to provide a copy of a subcontract agreement as required by the solicitation. Sixth, Alliant argues that the agency unreasonably evaluated its technical proposal. Seventh, and finally, Alliant argues that CMS improperly established the competitive range.

The agency responds that each of the allegations lack merit, and that it conducted the acquisition consistent with the terms of the solicitation and any applicable acquisition regulations.

We have reviewed all of Alliant's allegations and find that none provide us with a basis to sustain the protest. We discuss illustrative examples below. To the extent we do not discuss any particular allegation or argument, it is denied.

Unfair Amendment or Waiver of Solicitation Requirements

Alliant argues that the agency unfairly amended or waived the "climate change" requirements when conducting exchanges with HQI. Comments and Supp. Protest at 12-25. Alliant contends that the "climate change" requirements were material, and that the agency should therefore have amended the solicitation and allowed all offerors to submit revised proposals. *Id.* Finally, Alliant argues that the error competitively prejudiced the firm because, had the firm been able to submit a revised proposal, then it would have "substantially modified both its technical proposal and proposed costs to remove Alliant's solutions to meet the climate change requirements." *Id.* at 23; *see also*

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[4] This protest is within our jurisdiction to hear protests of task orders valued in excess of $10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B); *ThunderCat Tech., LLC*, B-421299, Mar. 6, 2023, 2023 CPD ¶ 63 at 2 n.2.

Protest, exh. D, Decl. of Alliant Employee (explaining that removing the climate change requirements would have substantially reduced Alliant's proposed cost of performing).

The agency responds that it did not need to amend the solicitation for all offerors to reflect the changed requirement because such action did not affect the competitive positions of Alliant or HQI. Memorandum of Law (MOL) at 7. The agency explains that the "climate change" duties required only that the selected contractor ensure that Medicare providers and practitioners have "climate change" action plans in place. *Id.* at 7 n.6. Further, the agency argues that Alliant was not competitively prejudiced because no strengths or weaknesses were assigned to HQI or Alliant based on the "climate change" duties, and because the removal would have had a negligible impact on Alliant's proposed costs ($2.06 million). *Id.* at 7-8.

By way of additional background, the QIN-QIO contractor is required to provide hands-on technical assistance to Medicare providers in meeting clinical and foundational aims, and other agency identified priorities. AR, Tab 2.2, TORP, SOW at 5. Foundational aims included public health challenges that affect the healthcare system at-large. *Id.* at 34. The original TORP identified addressing "climate change" as one of these foundational aims. *Id.* at 37-38.

As part of paragraph 7.3, the SOW explained that climate change was the "biggest threat to human health" and that it can exacerbate respiratory, cardiovascular, and neurogenerative diseases, as well as other health conditions. The paragraph required the selected contractor to integrate an analysis of environmental determinants into its initial analysis of the region's healthcare needs, and to then, when providing technical assistance, collaborate with Medicare providers to develop strategies or plans for certain health conditions impacted by climate change. *Id.* As examples, the contractor was required to work with outpatient clinical practices to develop heat action plans, work with medical and nursing associations on a preventative approach for patients with asthma, and work with the chronic kidney disease community to minimize the risk of climate change for patients with kidney disease. *Id.* The selected contractor was also required to ensure that CMS-identified providers had climate change action plans. *Id.* at 17.

As explained above, the agency evaluated HQI as the best suited offeror and elected to conduct exchanges with that firm. After doing so, CMS revised the SOW to remove the climate change requirements in accordance with Executive Order 14,154, "Unleashing American Energy." COS at 5.[5] CMS provided the revised SOW to HQI as part of the

[5] Executive Order 14,154, "Unleashing American Energy," 90 Fed. Reg. 8353-8359 (Jan. 29, 2025), established domestic energy exploration and production as policies of the Federal government. As relevant here, the executive order directed agencies to review all regulations, guidance, and other actions to identify and rescind any that impose undue burdens on the production of domestic energy resources. 90 Fed. Reg. 8353, 8354.

exchanges process and allowed only that firm to submit a final proposal revision reflecting updated technical and cost information responsive to the removal of the climate change duties and requirements. *See id.*

This task order procurement was conducted as a competition under the NQIIC IDIQ contract, and as such, was subject to the "fair opportunity" provisions of FAR section 16.505. TORP at 1. These provisions require that all contractors under an IDIQ contract be given a fair opportunity to be considered for issuance of task orders, including notice of the task order that includes a clear statement of the agency's requirements. FAR section 16.505(b)(1)(iv).

On this record, the agency's actions were inconsistent with the "fair opportunity" provisions. CMS removed a core component of the SOW to reflect its changed requirement and then failed to communicate that fact to all offerors or permit them to submit revised proposals. In this way, the agency's actions cannot be interpreted as having provided a clear statement of its requirements. Further, we cannot say that offerors would not have revised their technical approaches or adjusted their costs to at least some degree since, as noted above, climate change was identified as a foundational aim.

Nevertheless, even though the agency should have amended the TORP and solicited revised proposals as a matter of fundamental fairness, we do not find that such conduct resulted in competitive prejudice sufficient to sustain this protest. Competitive prejudice is an essential element of a viable protest and where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice and our Office will not sustain the protest, even if deficiencies in the procurement are found. *DynCorp Int'l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 12-13. As noted above, to establish prejudice, Alliant argues that it would have substantially modified both its technical and cost proposals to reflect the removal of the climate change requirements.

We are not persuaded that Alliant suffered competitive prejudice. The record does not establish that Alliant would have been able to improve its competitive position under either the technical or cost factors had it also been allowed to revise its proposal to address the changed requirements related to climate change. As to the technical factor, the agency explains that neither offeror was assigned a strength or weakness based on their approach to the climate change requirements. MOL at 7. We are also unpersuaded by Alliant's naked statement that it would have somehow substantially improved its technical proposal. As noted above, the climate change functions were subsumed within and parts of the contractor's general functions. The contractor would still have to provide technical assistance to improve the core clinical and foundational aims (*e.g.*, prevention and chronic disease management, patient safety, and quality management), as well as conduct the initial regional assessment, but would no longer need to address climate change related healthcare problems as parts of these efforts. In other words, the contractor would still apply the same general approach but simply would not have to address climate change issues.

Similarly, the record does not establish that Alliant could have improved its standing under the cost factor to overcome HQI's significant advantage. The agency explains that HQI decreased its total proposed cost by only $444,309 when removing costs associated with the climate change duty, which accounted for roughly 0.58 percent of the total contract value. COS at 8. The agency explains that HQI revised its proposal by simply removing the cost values associated with the climate change requirement. *Id.* The agency also explains that it similarly removed the analogous cost values from Alliant's business proposal and determined that this would have reduced the firm's total cost by only $2.06 million.[6] *Id.* We accord the agency's analysis made in the heat of litigation with little weight. Notwithstanding our conclusion about the weight to be given to the agency's post-protest analysis, we note that we cannot be certain that Alliant's proposed costs would have decreased by only this amount. Nevertheless, we do not find that the agency's post-protest analysis is an unreasonable estimate based on the agency's methodology in calculating the amount and the fact that the climate change duty were straightforward, uncomplicated parts of the contractor's general functions. *See* AR, Tab 10.4, Contracting Officer (CO) Calculations of Total Alliant Climate Change Costs Spreadsheet.

In any event, we deny Alliant's allegation, concluding the firm was not competitively prejudiced. The protester does not explain how it could have significantly decreased its proposed costs to overcome HQI's $33 million cost advantage; in the absence of any evidence, we are not persuaded that ensuring compliance with the climate change requirement would account for roughly one-third of the firm's costs. *See NV Servs.*, B-284119.2, Feb. 25, 2000, 2000 CPD ¶ 64 at 17 (although agency unreasonably failed to issue a solicitation amendment, GAO did not find that the protester suffered competitive prejudice because it did not establish the cost impact of the changed requirements and relied on generalized arguments that its underlying rates would decrease). Thus, we deny this protest allegation because, had the agency issued the amendment, we do not find that Alliant would have significantly improved its chance of receiving the award.

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[6] Alliant contends that the agency's analysis of HQI's proposed costs constitutes a post-protest explanation which we should afford no persuasive value. Comments and Supp. Protest at 24-25. While we consider the entire record, including statements and arguments made in response to a protest, we accord greater weight to contemporaneous source selection materials rather than judgments. *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15. Here, the contracting officer's climate change analysis constitutes a post-protest reevaluation made to support its argument; thus, we do not accord great deference to the analysis but rather consider it in the same vein that we view any counterarguments made in response to a protest allegation.

Impaired Objectivity Organizational Conflict of Interest

Alliant contends that HQI is ineligible for award due to an impaired objectivity organizational conflict of interest (OCI). Protest at 41. Specifically, Alliant argues that one of HQI's board members is also a lobbyist for the American Health Care Association, the nation's largest association of long-term and post-acute care providers.[7] *Id.* at 42. Because the employee receives financial compensation from Medicare providers, Alliant argues that HQI will not render impartial recommendations to the agency. Comments and Supp. Protest at 26. Alliant also argues that the solicitation expressly prohibits this OCI. *Id.* at 27-28.

CMS responds that it reviewed the HQI employee's role with the AHCA and determined that such relationship does not impair the firm's objectivity. MOL at 28-29. First, the agency explains that the QIN-QIO contractor will assist agency-identified Medicare providers to implement improvement strategies, and that CMS will determine which improvement strategies should be implemented. *Id.* at 28. In this way, the agency argues that the work itself will not create an impaired objectivity OCI.

Second, even if the work created an OCI, the agency argues that the employee's relationship with AHCA does not create a competing interest that would impact the firm's ability to render impartial assistance. MOL at 29. In this regard, the agency explains that AHCA is a trade organization, which would not benefit from any variation in how HQI executes its duties. *Id.* `

As referenced above, the QIN-QIO contractor will be required to assist Medicare providers and practitioners with improving the quality of care provided to beneficiaries. AR, Tab 2.2, TORP, SOW at 4. Specifically, they will plan and implement hands-on technical assistance to CMS-identified health facilities and practices to meet CMS-established priorities. *Id.* at 5. The SOW provides that CMS will lead and direct quality improvement using its intervention design framework (IDF), a curated collection of proven best practices. *Id.* at 7.

As to conflicts of interest, the TORP included the following term and condition:

> The contractor and the services provided under this contract shall be free, to the greatest extent possible, of all [o]rganizational and [p]ersonal [c]onflicts of [i]nterest. Consistent with these terms and conditions, all references to [o]rganizational and/or [p]ersonal [c]onflicts of [i]nterests will be referred to individually or collectively, as [c]onflicts of [i]nterest (COI). Except as defined by these terms and conditions and in accordance with

[7] The AHCA has a membership of more than 15,000 facilities. About Us, AHCA/NCAL (American Health Care Association/National Center for Assisted Living), www.ahcancal.org/About/Pages/default.aspx (last visited, Aug. 27, 2025).

> FAR 9.503, the [CO] shall not maintain a contract with a contractor the [CO] determines has, or has the potential for, an unresolved COI.

AR, Tab 2.5, TORP, Terms and Conditions at 14. The TORP defined an OCI as follows:

> Occurs when other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the [g]overnment, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Id. at 14-15. Further, the TORP defined, as relevant to this challenge, an impaired objectivity OCI as follows:

> Consists of situations where a contractor and/or its affiliate(s) has an interest (typically financial) that may conflict with the interest of the [g]overnment to whom the contractor has a contractual obligation, and where the entity's work under the [g[overnment contract could give the contractor the opportunity to benefit its other business interests. If the entity is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment, or advice, it's objectivity may be impaired. An example is where the entity was evaluating itself or evaluating an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.

Id. at 15. The TORP also identified several examples of OCIs, such as simultaneously serving as a manager of or having an ownership interest in a healthcare facility. *Id.* at 16.

When submitting its proposal, HQI did not identify the relevant board member as having an OCI. *See* MOL at 27. The agency reviewed HQI's business proposal and determined that the firm did not have any unresolved OCIs and was therefore eligible for award. AR, Tab 3.10, HQI Pre-Award Conflict of Interest Memorandum at 5.

After receiving the protest, the contracting officer investigated whether the board member's relationship with AHCA presented an OCI. COS at 16. The contracting officer examined the contractor's duties under the SOW and determined that the contractor would not provide advice or recommendations to CMS. *Id.* The contracting officer noted that the agency would share a service provider list (SPL) with the contractor, which would identify the Medicare providers subject to improvement. *Id.* The contracting officer also noted that the agency will determine what quality improvement strategies are implemented using the IDF. *Id.* at 17. The contracting officer also noted that the contractor would assess the Medicare providers identified on the SPL to help find quality improvement outcomes and whether they are using certain technology. *Id.*

The contracting officer also examined the employee's involvement with AHCA and determined that this relationship did not constitute a conflicting interest. COS at 17. The contracting officer noted that AHCA is a trade organization representing healthcare providers generally and that neither the employee nor HQI would have any incentive to favor or disfavor any particular provider. *Id.*

The FAR requires that contracting officers avoid, neutralize, or mitigate potential significant OCIs to prevent unfair competitive advantage or the existence of conflicting roles that might bias a contractor's judgment or impair its objectivity. FAR 9.504(a), 9.505. The FAR recognizes that conflicts may arise in factual situations not expressly described in the relevant FAR sections and advises contracting officers to examine each situation individually and to exercise "common sense, good judgment, and sound discretion" in assessing whether a significant potential conflict exists. FAR 9.505.

The identification of conflicts is a fact-specific inquiry that requires the exercise of considerable discretion. *Q2 Administrators, LLC*, B-410028, Oct. 14, 2014, 2014 CPD ¶ 305 at 7. The responsibility for determining whether an actual or apparent conflict of interest will arise, and to what extent the firm should be excluded from the competition, rests with the contracting agency. *Id.* Our Office reviews OCI investigations for reasonableness, and where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's absent clear evidence that the agency's conclusion is unreasonable. *Id.*; *DirectViz Sols., LLC*, B-423366 *et al.*, June 11, 2025, 2025 CPD ¶ 137 at 6.

As relevant here, the protester's arguments concern an "impaired objectivity" OCI, which arises where a firm's ability to render impartial advice to the government will be undermined by the firm's competing interests, such as a relationship to the service being evaluated. FAR 9.505-3. In this regard, and as stated earlier, Alliant complains that an HQI board member's objectivity is impaired by his simultaneous employment as a lobbyist with the AHCA, a trade organization representing long-term and post-acute care providers. *See* Comments and Supp. Protest at 26-28.

Based on the record before us, we do not find clear evidence that the agency's OCI investigation was unreasonable. As noted above, the agency determined that the board member's simultaneous employment with AHCA did not constitute a competing interest that would impair HQI's objectivity with respect to its duties under the contract. The contracting officer analyzed whether the board member's simultaneous employment would prevent HQI from fairly executing its duties and concluded that such circumstances would not impair HQI's objectivity because the board member's simultaneous employment was with a trade association, rather than a particular healthcare provider.

We find nothing objectionable about this finding because having a relationship to a large, diffuse trade organization that represents over 15,000 Medicare providers *en masse* does not impair HQI's ability to implement CMS-directed improvement strategies with CMS-selected individual providers. Indeed, unlike the OCIs identified in the TORP (*e.g.*, having a direct financial interest with a particular provider), the board member's financial interest in any particular provider is extremely attenuated or virtually nonexistent.

Moreover, even if HQI had a competing interest, we are not persuaded that the contractor's duties as set forth in the SOW create an impaired objectivity OCI. The SOW provides that the QIN-QIO contractor plans and implements "hands-on technical assistance to CMS-identified health facilities and practices to meet the clinical aims, the foundational aim, and other priorities established by CMS." AR, Tab 2.2, TORP, SOW at 5. In this way, the SOW makes clear that the QIN-QIO contractor's role is to provide "customer service" type support to assist each CMS-identified provider in meeting objectives and benchmarks set by the agency. *See id.* at 26-34.

In contrast, another contractor in the agency's quality improvement network, the program monitoring and evaluation contractor (PMEC), reviews the effectiveness, efficiency, and impact of quality improvement interventions, which the agency uses to make "informed decision making" regarding quality improvement programs. AR, Tab 2.2, TORP, SOW at 5-6. Further, the PMEC ensures that quality improvement programs are implemented as planned and assesses whether desired results are being achieved. *Id.* at 6. Based on this program structure, the agency reasonably concluded that HQI will not be in the position under the contract to provide support or advice to the agency in a manner intended to favor AHCA members because CMS selects the providers and sets the outcomes for them, and the PMEC evaluates the effectiveness of any implemented strategies. *See* AR, Tab 2.5, TORP, Terms and Conditions at 15 (impaired objectivity OCIs consist of situations where the contractor could benefit its other businesses). Thus, we deny the protest allegation because our review of the record does not provide clear evidence showing that the agency's OCI investigation was unreasonable.[8]

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[8] In its protest, Alliant argued that the HQI had an OCI because, under this task order, the contractor reports statutory and regulatory violations of healthcare providers to the CMS's Office of the Inspector General. Protest at 42. Alliant did not identify any SOW provisions as demonstrating that the selected contractor would evaluate healthcare providers and make recommendations to the agency. *See id.* at 42-43. In its comments, Alliant argue generally, that the selected contractor analyzes and makes recommendations to healthcare providers regarding how they should improve their services. *See* Comments and Supp. Protest at 26 n.7.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(c)(4), (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if

(continued...)

Professional Employee Compensation Plan

Alliant contends that the agency unreasonably evaluated HQI's proposed professional compensation plan. Comments and Supp. Protest at 29-33. Principally, Alliant argues that the agency failed to compare HQI's proposed compensation rates against its compensation rates as a predecessor contractor. *Id.* at 29-32. Additionally, Alliant argues that the agency failed to perform any evaluation of HQI's compensation plan. *Id.* at 32-33.

CMS responds that it reasonably evaluated HQI's professional compensation plan as realistic. MOL at 8-10. CMS explains that it compared HQI's proposed direct labor and fringe benefit rates with General Services Administration (GSA) benchmark rates and analyzed HQI's proposed labor mix. *Id.* at 9. Ultimately, the agency concluded that HQI's proposed labor rates and mix were realistic. *Id.* Additionally, the agency explains that it analyzed HQI's technical proposal and concluded that the firm had a clear understanding of the work to be performed. *Id.* Finally, the agency explains that it did not compare HQI's professional compensation against predecessor contracts because this solicitation contemplates a new requirement. *Id.* at 10.

By way of additional background, the TORP incorporated FAR provision 52.222-46, Evaluation of Compensation for Professional Employees, and instructed offerors to submit total compensation plans setting forth proposed salaries and fringe benefits for professional employees as part of their business proposals. AR, Tab 2.4, TORP, IEC at 15. The TORP advised that the agency would evaluate business proposals for reasonable and realistic pricing in order to determine whether proposed costs are

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uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4. Protesters must provide some explanation and evidence that establishes the likelihood the protester will prevail in its claim of improper agency action. *Raytheon Blackbird Techs. Inc.*, B-417522, B-417522.2, July 11, 2019, 2019 CPD ¶ 254 at 3-4.

Here, the protester's allegation relies on a factually inaccurate statement (*i.e.*, that the selected contractor will report statutory and regulatory violations to the agency's inspector general). The agency explains, and our review of the TORP confirms, that this function is performed by another contractor, the beneficiary and family-centered care contractor. MOL at 27; AR, Tab 2.2, TORP, SOW at 5. Further, Alliant does not identify any other SOW provisions or explain in any detail how they demonstrate that the contractor provides advice and recommends course of action to the agency. Thus, while we deny the allegation for the reasons stated above, we note that this allegation was insufficiently pleaded.

consistent with and demonstrate an understanding of the work to be performed. *Id.* at 21.

As part of its business proposal. HQI submitted a professional compensation plan. AR, Tab 5.2, HQI Business Proposal at 17. The compensation plan set forth HQI's proposed salaries for each labor category and explained the firm's methodology in developing each proposed salary (*i.e.*, using survey information). AR, Tab 5.6-1, HQI Region 3, Total Compensation Plan at 23-31. HQI also provided information about the benefits, leave, retirement, and awards programs available to employees. *Id.* at 12-21.

When evaluating HQI's professional compensation plan, the agency conducted this analysis together with its business proposal cost review and cost realism analysis. COS at 9. The agency evaluated HQI's proposed labor and fringe benefits rates for realism. AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 1. When evaluating HQI's labor rates, the agency noted that HQI is a predecessor contractor because, as discussed below, the firm was a contractor under the previous iteration of this requirement and determined that HQI will mostly use its current employees to staff the contract. *Id.* at 1-2. Thus, the agency concluded that the labor rates, while based on survey information, were realistic because they reflected wages paid to current employees. *Id.* at 2; AR, Tab 4.3, Post-Exchanges Memorandum at 8.

The agency also noted that HQI planned to use employees from an identified subcontractor, and that those rates were realistic because the identified subcontractor also performed as a subcontractor on a predecessor contract. AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 1. Additionally, the agency compared the proposed compensation rates against GSA benchmark rates, noted that they were comparable, and, as a result, determined that HQI would be able to recruit and retain staff. COS at 10; AR, Tab 3.9, HQI Labor Analysis Tool (LAT) Spreadsheet. As to the benefits, the agency determined the leave and fringe benefits rates were consistent with prior actual indirect rates and therefore concluded that they were also realistic and sufficient. COS at 9-10; AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 2.

The agency also explains that it did not compare HQI's professional compensation plan against any competitor's plans because there was no direct incumbent contract. COS at 11. In this regard, the agency points out that one of the evaluation documents, AR, Tab 4.2, Pre-Exchange Memorandum, noted that this procurement was not a "[l]ogical [f]ollow-[o]n [t]ask [o]rder," and that the SOW was revised from the predecessor contracts. *Id.*; AR, Tab 4.2, Pre-Exchange Memorandum at 2, 4-5.

The purpose of FAR provision 52.222-46 is to evaluate whether offerors will obtain and keep the quality of professional services needed for adequate contract performance, and to evaluate whether offerors understand the nature of the work to be performed. *Engility Servs., LLC*, B-416588.3, B-416588.4, Mar. 20, 2020, 2020 CPD ¶ 110 at 6. The provision requires that the agency evaluate an offeror's proposed professional compensation (salaries and fringe benefits) by considering its impact on recruitment and retention, its realism, and its consistency with a total plan for compensation. FAR provision 52.222-46(a). In addition, our Office has explained that if an agency resolicits a requirement in a follow-on procurement, FAR provision 52.222-46(b) requires the agency to compare the awardee's proposed professional compensation to the incumbent contractor's in order to assess the offeror's ability to maintain program continuity, uninterrupted high-quality work, and availability of required competent progressional service employees. *See SURVICE Eng'g Co., LLC*, B-414519, July 5, 2017, 2017 CPD ¶ 237 at 5-6; *Quantech Servs., Inc.*, B-422624.10, June 5, 2025, 2025 CPD ¶ 135 at 7.

After reviewing the record, we are not persuaded that the agency's analysis was defective. As an initial matter, we concur with the agency that it did not need to compare HQI's professional compensation plan with Alliant's to assess HQI's ability to maintain program continuity, uninterrupted high-quality work, and availability of required competent progressional service employees because such an analysis is only required where a proposal envisions compensation levels lower than predecessor contractors.[9] FAR provision 52.222-46(b) ("Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees.").

Here, HQI is, in fact, a predecessor contractor for the same work under this nationwide requirement. AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 1-2; *see also* AR, Tab 2.2, TORP, SOW at 4-5, 19 (QIN-QIO program is a nationwide statutorily mandated requirement from which the agency issues multiple task order contract awards for different geographic regions). While HQI may have been a predecessor contractor for a different geographic region, we view that distinction as insignificant where, as here, the functions are identical in every region, and physical staff are not necessarily tied to one specific place of performance. *See, e.g.*, AR, Tab 2.2., TORP, SOW at 27 (explaining that when providing technical assistance to CMS-identified providers, the contractor will "use different modalities of communication, including letters, emails, phone calls, virtual meetings, and on-site visits"). Accordingly, we deny the protest allegation because the record does not show that any additional analysis under FAR provision 52.222-46(b) was required. Additionally, the record

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[9] The agency argues that it did not need to compare HQI's proposed compensation levels against Alliant's or another predecessor contract because this acquisition constituted a new requirement. We are not persuaded that this is a new requirement because the record shows that, while some of the duties and the contract type changed, the agency referred to this requirement as being statutorily mandated and as "being performed by contractors under the previous scopes of work for the QIN-QIO program." AR, Tab 4.2, Pre-Exchange Memorandum at 5; AR, Tab 3.6, Post-Negotiations Business Proposal Cost Review at 2. Thus, we disagree that the agency did not need to compare this contract against predecessor contracts. However, any error in this regard was insignificant because we find that HQI is also a predecessor contractor.

shows that the agency reconfigured the geographic regions for this iteration of its requirement, such that there is not a direct incumbent contractor. Thus, we do not think the agency was required to compare HQI's rates against another contractor (be that Alliant or any other) because the record shows that HQI was also a predecessor contractor.

Nevertheless, even if we were to find that CMS should have compared HQI's proposed compensation against that of Alliant or another predecessor contractor, we still would not object to the agency's conduct of the acquisition on this basis. The purpose of conducting such comparison is to inform whether the contractor must also analyze whether the offeror's compensation plan can maintain program continuity, uninterrupted high-quality work, and the availability of required competent professional service employees. FAR provision 52.222-46(b); *see also Guidehouse LLP; Jacobs Tech., Inc.*; B-420860.1 *et al.*, Oct. 13, 2022, 2022 CPD ¶ 257 at 7. Here, the record shows that CMS did such an analysis.

The record shows that CMS explicitly determined that HQI will staff most of this contract with its professional employees currently performing this requirement, which means HQI will fulfill the provision's aims. AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 1-2. Further, the record shows that the agency examined HQI's proposed labor rates (including rates for current employees and those positions to-be hired), compared them against GSA benchmark rates, and concluded that all proposed labor rates were sufficient to retain existing staff and recruit new staff for unfilled positions. *Id.*; AR, Tab 3.9, Labor Analysis Tool Spreadsheet; COS at 10. Finally, the record also shows that CMS determined that HQI's proposed leave and fringe benefits rate matched the firm's actual rates from its prior three years, and that, as a result, the firm realistically could provide the same level of benefits offered under its prior contract. AR, Tab 3.6, HQI Post-Negotiations Business Proposal Cost Review at 2; COS at 9-10; *see also* AR, Tab 5.6-1, HQI Region 3, Total Compensation Plan at 11-21 (delineating the benefits offered to HQI employees). Thus, we deny the protest allegation because the record shows that CMS analyzed HQI's compensation and benefits levels and determined that they were sufficient to maintain the aims set forth under FAR provision 52.222-46(b).

Cost Realism Analysis

Alliant argues that the agency unreasonably conducted its cost realism analysis of HQI's proposal. Specifically, Alliant complains that the agency unreasonably failed to determine that Alliant's proposed labor rates were unrealistically low. Comments and Supp. Protest at 33-34. For HQI's proposed labor rates, Alliant argues that the firm's rates based on actual employee salary information are higher than proposed rates based on salary survey information, and therefore, the agency should have found that the latter rates were unrealistic. *Id.* at 35. Additionally, Alliant argues that HQI's proposed labor rates were mostly below the GSA benchmark rates and thus should have been considered unrealistic. *Id.* Finally, Alliant argues that the agency unreasonably evaluated one of HQI's proposed subcontractor's labor rates as realistic because they were based on salary survey information and [DELETED]. Comments and Supp. Protest at 36.

CMS responds that it reasonably evaluated HQI's proposed costs because it reviewed all cost elements, including proposed direct labor rates, and concluded that they were realistic. MOL at 10-13.

As stated above, the TORP instructed offerors to submit a business proposal, which included direct labor rates and escalation; indirect rates; travel; other direct costs; subcontractor costs, and any fee charged. AR, Tab 2.4, TORP, IEC at 18-21. The TORP advised that the agency would conduct a cost realism analysis to determine whether the proposed costs demonstrate an understanding of the work to be performed and were otherwise consistent with the offeror's technical proposal. *Id.* at 21.

CMS evaluated HQI's proposed costs as realistic. AR, Tab 3.8, HQI Post-Negotiations Cost Realism Analysis at 1-5. Agency evaluators examined each element of HQI's proposed costs, including the proposed labor mix, number of labor hours, level of effort, labor categories, other direct costs, subcontractor costs and travel costs, and concluded that they would realistically support the work to be performed. *Id.* The agency also used its "Labor Analysis Tool" to compare HQI's labor rates and its subcontractor rates against GSA benchmark rates, and concluded that, despite most of HQI's proposed labor rates being lower than the GSA benchmark rates, that they were realistic. AR, Tab 4.3, Post-Exchange Memorandum at 7-8. Additionally, the agency compared all other costs and rates against government estimates or historical data and considered them to be realistic. *Id.* at 8-15.

When an agency evaluates proposals for award of a cost-reimbursement contract (or, as here, a task order), it must perform a cost realism analysis to determine the extent to which an offeror's proposed costs are realistic for the work to be performed. FAR 15.305(a)(1); 15.404-1(d); 16.505(b)(3); *General Dynamics Information Tech., Inc.*, B-422272, B-422272.2, Mar. 15, 2024, 2024 CPD ¶ 81 at 6. Such analysis need not achieve scientific certainty; rather, it must only provide a reasonable measure of confidence that costs proposed are realistic based on information reasonably available to the agency at the time of its evaluation. *General Dynamics Information Tech., Inc.*, *supra* at 6. An agency is not required to conduct an in-depth cost analysis or verify each and every item in assessing realistic rates, so long as the agency exercises informed judgment. *Id.* In this regard, an agency is given broad discretion to make cost realism evaluations, and our review of such an evaluation is limited to ensuring that the evaluation is reasonably based and not arbitrary. *Id.*

On this record, we have no basis to object to the agency's cost realism evaluation. Our review confirms the agency's analysis that the majority of HQI's and its subcontractor's labor rates were based on actual employee data from the predecessor contract and were thus realistic. *See* AR, Tab 5.5, HQI Revised Business Proposal, attach. 7.1-1, HQI Cost Model 6 Summary, Salary Survey Data Spreadsheet. Indeed, the record shows that the wage rates which Alliant asserts have the greatest variance with the benchmark rates reflect real salaries of current HQI employees. *Compare id. with* AR, Tab 3.9, HQI Labor Analysis Tool Spreadsheet. Furthermore, the record shows that the agency compared each of HQI's and its subcontractor's labor rates (including those based on salary survey information) against GSA benchmark rates and concluded that the rates were "in line" or otherwise comparable with the benchmark rates. *See* AR, Tab 3.9, HQI Labor Analysis Tool Spreadsheet; COS at 11. Thus, the record supports the reasonableness of the agency's conclusion that the rates, which were based on salary survey information, were not unreasonably low when compared with the GSA benchmark rates. *See id.*

Additionally, we find nothing unreasonable about the agency's conclusion that the subcontractor's rates were realistic. Again, the agency determined, and our review confirms, that these rates were consistent with GSA benchmarks (on average only [DELETED] percent lower), and were also principally based on actual salaries of current employees. Supp. COS at 3. While Alliant complains that the subcontractor's rates exclude indirect rates other than leave benefits and fringe benefits and should have been adjusted upward, the record confirms that HQI's subcontractor negotiation memorandum stipulated that the subcontractor would not [DELETED] in order to maintain [DELETED]. *See* AR, Tab 5.2, HQI Business Proposal, attach. 7, Subcontractor Packet at 1-4. Given this express agreement, we fail to see why the agency was required to make an upward adjustment to account for a cost that HQI's subcontractor did not intend to charge. Accordingly, we deny the protest allegation.

Subcontractor Agreement

Alliant argues that the agency should have rejected HQI's proposal because HQI failed to submit a copy of a subcontract agreement for one of the firm's subcontractors as required by the solicitation. Comments and Supp. Protest at 10. CMS concedes that HQI did not submit a copy of the subcontract agreement but argues that HQI did submit a copy of its negotiation memorandum with the subcontractor, which was otherwise sufficient to evaluate the firm's proposed costs. Supp. MOL at 5.

As part of their business proposals, offerors were instructed to submit subcontract information, including a copy of the subcontract agreement between the offeror and each of its subcontractors. AR, Tab 2.4, TORP, IEC at 16. At a minimum, the subcontract agreement should include: the supplies and services to be subcontracted; identification of the type of contract; proposed subcontract price (inclusive of the rationale providing the negotiation memorandum supporting the proposed cost or price as reasonable); and, applicable FAR and prime contract clauses. *Id.*

Offerors were also instructed to provide a subcontract negotiation memorandum. AR, Tab 2.4, TORP, IEC at 16. The subcontract negotiation memorandum should demonstrate that the subcontractor proposal is fair and reasonable, and explain why it accepted the proposed cost. *Id.* Among other things, the negotiation memorandum should also explain any significant difference between the price objective and the negotiated price. *Id.*

As noted above, the agency would evaluate business proposals for reasonableness and realism. AR, Tab 2.4, TORP, IEC at 21.

When submitting its proposal, HQI omitted a copy of the subcontract agreement with one of its subcontractors. *See* AR, Tab 5.2, HQI Business Proposal, attach. 7, Subcontractor Packet at 1-4. For this subcontractor, HQI submitted only a copy of the negotiation memorandum. *Id.* The negotiation memorandum explained that the subcontractor would support the primary function of this requirement (*i.e.*, collaborating with Medicare providers and practitioners to improve patient outcomes). *Id.* It also explained that the subcontractor agreed [DELETED], specified that [DELETED], and provided that [DELETED]. *Id.* at 3. Finally, the negotiation memorandum explained that certified cost information was not required for the subcontractor because the subcontract price was less than $15 million and represented less than 10 percent of the total prime contractor's price. *Id.* at 2-3.

A proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis of the award. *See Platinum Bus. Corp.*, B-415584, Jan. 18, 2018, 2018 CPD ¶ 34 at 3. Material terms of a solicitation include those which affect, the price, quantity, quality, or delivery of the goods or services being provided. *Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, 2021 CPD ¶ 18 at 4. We will not disturb the agency's determination of the acceptability of a proposal absent a showing that the determination was unreasonable, inconsistent with the terms of the solicitation, or in violation of procurement statutes or regulations. *Platinum Bus. Corp.*, *supra*.

Here, the agency explains that the purpose of submitting a copy of the subcontract agreement was to determine whether the offeror's proposed costs were realistic. Supp. MOL at 5. While HQI should have included a copy of the contract to comply with the strict terms of the solicitation, the agency explains that HQI included all of the requisite pricing and other information necessary to complete the cost realism evaluation as part of the negotiation memorandum. Supp. COS at 2; *see also* AR, Tab 2.4, TORP, IEC at 21 (agency would evaluate business proposals for reasonable and realistic cost). The agency explains, and our review confirms, that the negotiation memorandum included the subcontractor's agreed-upon wage rates, including leave and fringe benefits rates, and explained how HQI had determined that the subcontractor's rates were fair and reasonable. Supp. COS at 2. Furthermore, the TORP's evaluation criteria for this factor did not stipulate that proposals would be rejected for failing to include a copy of the subcontractor agreement. AR, Tab 2.4, IEC at 21. Thus, we do not object to the agency's conclusion that the proposal was acceptable, even though it omitted the subcontractor contract, because the agency determined that it was still able to evaluate the proposal in accordance with the terms of the solicitation.

Moreover, even where an agency arguably may have relaxed a material solicitation requirement, the protester must still show that it was prejudiced by the agency's action. *Platinum Bus. Corp.*, *supra* at 4. In order to demonstrate unfair competitive prejudice from a waiver or relaxation of a material solicitation requirement, a protester must show that it would have altered its proposal to its competitive advantage had it been given the opportunity to respond to the altered requirements. *Id.*

Here, we have no basis to conclude that Alliant would have altered its proposal, had it known that the agency would not require copies of every subcontractor agreement because Alliant has not argued that it would have proposed another subcontractor. *See* Comments and Supp. Protest at 11-12; 43-44; *cf. Platinum Bus. Corp.*, *supra* (protester was not prejudiced by agency's relaxation of solicitation requirement to include a pricing cover sheet where the protester did not specify how it would have altered its proposal had it known that the requirement would be waived). Accordingly, we deny the protest allegation.

Technical Evaluation

Alliant complains that the agency unreasonably assigned a significant weakness to the firm's technical proposal under the approach to achieving quality outcomes subfactor. Comments and Supp. Protest at 37-43. The agency responds that the protester's response to a hypothetical scenario was inadequate. MOL at 21-26.

As explained above, the TORP advised that technical proposals would be evaluated under three subfactors: approach to achieving quality outcomes; portfolio and program management plan for the region; and staffing. AR, Tab 2.4, TORP, IEC at 4. The approach to achieving quality outcomes subfactor was further divided into four sub-evaluation evaluation criteria, including: reach and engagement; incorporation of the A3C model; attention to equity and person-centered care; and approach to facilitating data utilization to inform patient care and safety. *Id.*

When demonstrating their approach to achieving quality outcomes, the TORP instructed offerors to respond to four scenarios. As relevant here, the second scenario provided the following:

> Scenario 2: A rural clinician practice has quality performance issues as it relates to the clinical sub-aim: Type 2 Diabetes and has limited ability to use their [electronic health record] system to review quality data or submit data for quality reporting. The statewide A3C assessment has surfaced strong public health programs in the area of obesity prevention and management, but no strong partnerships or initiatives in the area of Diabetes management and prevention.
>
> Question: Describe your approach and strategy to generate quality improvement with this clinician practice, using CMS' quality improvement framework.

AR, Tab 2.4, TORP, IEC at 6.

Alliant's proposal addressed this situation by describing a five-step process: assess, engage, define, execute, and monitor and sustain. AR. Tab 8.1, Alliant Tech. Proposal at 14-17. Alliant explained several specific strategies, including optimizing clinical workflows, establishing strong referral networks with specialists, collaborating with local organizations, optimizing the provider's electronic health records system, improving data reporting, and progress monitoring. *Id.* at 15-17. Another specific strategy was the firm's plan for patient engagement and self-management support, which explained that the firm would identify existing diabetic education programs in the area and work with the local and state department of health to ensure that diabetes management and prevention services are available in the community. *Id.* at 16. Alliant explained that this strategy would empower patients to manage this morbidity successfully. *Id.*

When evaluating Alliant's proposal, CMS assigned a significant weakness. It determined that Alliant failed to provide a clear scenario-based approach to achieving a quality outcome because the firm assumed that there are pre-existing diabetes education programs, even though the prompt stated that there were not. AR, 3.1, Alliant Tech. Evaluation at 10-11. The agency explains that this is a significant weakness because the firm failed to articulate how it would address situations where no strong partnerships or initiatives exist in the area. *Id.*; *see also* MOL at 23.

Alliant argues that this significant weakness is unreasonable because its five-step process provides that, if diabetes prevention education programs are unavailable, then it can develop alternative solutions through care coordination, community partnerships, electronic health records optimization, and quality reporting improvements. Comments and Supp. Protest at 39-40. Alliant also argues that its proposal explains that it could enhance care coordination. *Id.*

The agency responds that Alliant's response communicated that the firm would rely on local partnerships. MOL at 23. CMS also explains that Alliant did not explain specifically how it would use its general capabilities to address situations lacking diabetes management and prevention initiatives. *Id.*

The evaluation of task order proposals in a task order competition, including the determination of the relative merits of each, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *Arch Sys., LLC*, B-417110.5, B-417110.6, May 23, 2019, 2019 CPD ¶ 187 at 6. Our Office will review evaluation challenges in task order procurements to ensure that the competition was conducted in accordance with the solicitation and applicable procurement laws and regulations. *Id.* Additionally, we note that it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *VMD Sys. Integrators, Inc.*, B-421197, Dec. 12, 2022, 2022 CPD ¶ 313 at 6.

On this record, we do not find that the agency unreasonably assigned the significant weakness to Alliant's proposal. Our review confirms that one of Alliant's specific strategies was to identify existing diabetes education programs and ensure that these services were available in the community, even though the scenario advised that no strong partnerships or initiatives existed. *Compare* AR, Tab 8.1, Alliant Tech. Proposal at 16 *with* AR, Tab 2.4, TORP, IEC at 6. While Alliant argues that its proposal provided alternative strategies, the firm did not specifically articulate how it would use these tools to address this dearth of infrastructure. *See* AR, Tab 8.1, Alliant Tech. Proposal at 14-17. Further, we agree with CMS that the proposal's focus on incorporating existing diabetes education programs communicated that the firm's strategy either relied on using existing programs or failed to comprehend the scenario's requirement. MOL at 23. Thus, we conclude that the agency reasonably evaluated the firm's proposal because we find that the evaluation was consistent with the proposal's contents. Accordingly, we deny the protest allegation.

Best-Suited Offeror Analysis

Alliant argues that the agency unreasonably established the competitive range and determined that HQI's proposal represented a better value than Alliant's proposal. Comments and Supp. Protest at 3-10. Alliant argues that the contracting officer unreasonably failed to recognize that HQI's proposal was evaluated as "[u]nacceptable" under the section 508 accessibility standards. Supp. Comments at 3. Alliant also argues that the contracting officer erroneously stated that HQI was rated as "[v]ery [g]ood" under the staffing subfactor, even though it was actually rated as "[s]atisfactory." *Id.* at 7-10. Without these errors, Alliant asserts that the contracting officer would have concluded that a best-value tradeoff analysis should have been conducted because Alliant's technical proposal had significantly higher technical merit. *Id.* at 10-13.

CMS concedes that some of the evaluation documents misstate HQI's compliance with section 508 accessibility standards and the assigned adjectival ratings but argues that these errors did not have any effect on the contracting officer's best-suited offeror analysis. Supp. MOL at 2. CMS explains that HQI submitted its section 508 VPAT as part of its technical proposal, rather than as a separate volume; CMS explains that it viewed HQI's rating of unacceptable as not determinative because it could be improved through exchanges in accordance with the terms of the TORP. *Id.* at 3. CMS also explains that, while the adjectival ratings were inaccurately transcribed between evaluation documents, the contracting officer looked behind the ratings to determine that HQI's proposal represented a stronger approach to the achieving quality outcomes subfactor, while Alliant's proposal was stronger under the staffing subfactor. *Id.* at 3-5.

As explained above, offerors were instructed to submit a VPAT demonstrating their capability to address section 508 accessibility standards as a separate volume of their proposals, volume IV: section 508 compliance. AR, Tab 2.4, TORP, IEC at 22. Offerors would be evaluated on an acceptable or unacceptable basis depending on whether the offeror completed the VPAT and demonstrated the ability to meet accessibility standards. *Id.*

When evaluating HQI's technical proposal, agency evaluators assigned an overall rating of "[v]ery [g]ood." AR, Tab 3.2, HQI Tech. Evaluation (Initial) at 3. For the approach to achieving quality outcomes, agency evaluators noted that the firm demonstrated a clear understanding of the requirements, showed how they would use proven strategies from similar work, and had excellent data usage capabilities; agency evaluators noted that the firm's proposal warranted a "[v]ery [g]ood" rating for this subfactor. *Id.* Regarding the portfolio and program management plan for the region subfactor, agency evaluators noted that the firm had large-scale experience providing knowledge and skill to complete the requirement and assigned a "[v]ery [g]ood" rating. *Id.* Under the staffing subfactor, agency evaluators assigned a "[s]atisfactory" rating because the firm demonstrated an understanding of the requirement but failed to provide the requisite number of budgeted hours for some key personnel positions. *Id.* at 4.

The agency also evaluated HQI's VPAT. While the agency determined that the substance of the VPAT complied with the requirement, the firm failed to submit the VPAT as a separate proposal volume as required by the terms of the solicitation. Supp. COS at 1; AR, Tab 12.1, CMS Negotiations Letter to HQI at 2; *see* AR, Tab 5.1, HQI Tech. Proposal at 46 (HQI's VPAT).

As noted above, the agency compared proposals using the results of the initial evaluation order to identify the best-suited offeror. When initially reciting the technical evaluation results, the contracting officer incorrectly stated that HQI had received a "[v]ery [g]ood" rating under the staffing subfactor from the agency evaluators. AR, Tab 4.1, BSO Memorandum at 4. The contracting officer also stated that the agency evaluators concluded that all offerors could complete the requirement. *Id.* Additionally, the contracting officer stated that HQI's "508 VPAT was found in compliance." *Id.* at 10.

The contracting officer then compared Alliant's and HQI's technical proposals and based on his review of the qualitative variations between the proposals, determined that both proposals were relatively equal with neither enjoying a technical advantage. AR, Tab 4.1, BSO Memorandum at 8-13. In so doing, the contracting officer examined Alliant's technical proposal. The contracting officer noted that the firm had the most weaknesses under the approach to achieving quality outcomes subfactor, including several critical omissions in the proposal (*e.g.*, addressing how they would use the service provider list and lacking details regarding the consistent use of data as a part of Root Cause analysis). *Id.* at 9. The contracting officer also noted that the firm had an excellent program management plan and an extensive staffing plan. *Id.* at 9-10.

The contracting officer also examined HQI's technical proposal. The contracting officer noted that HQI's technical proposal was the most attractive under the approach to achieving quality outcomes subfactor because their responses to each scenario clearly demonstrated their technical ability, demonstrated incorporation of successful strategies, and the weaknesses were not significant. AR, Tab 4.1, BSO Memorandum at 10. The contracting officer also examined HQI's program management plan, noting that the plan demonstrated a clear operational strategy to manage the large amount of work. *Id.* at 10-11. The contracting officer also noted that HQI's staffing plan was inferior to Alliant's staffing plan because the firm provided an appropriate labor mix but failed to provide the number of budgeted hours for key personnel positions. *Id.* at 11.

Based on the contracting officer's comparison, he concluded that HQI represented the better value because HQI's proposed cost was nearly $33 million cheaper than Alliant's proposed cost. AR, Tab 4.1, BSO Memorandum at 13. The contracting officer noted that he did not view Alliant as having any advantages or value that would be worth the cost premium. *Id.* As a result, the agency established a competitive range consisting of only HQI as the apparent successful offeror.

Following establishment of the competitive range, the agency conducted exchanges with HQI. As part of the exchanges, the agency posed the following question:

> HQI's [VPAT] did not demonstrate capability to adequately address the applicable 508 accessibility standards and was rated Unacceptable. Please submit one VPAT, separate from the technical proposal, titled Volume IV Section 508 Compliance.

AR, Tab 12.1, CMS Negotiations Letter to HQI at 2. HQI's revised proposal included its VPAT as a separate volume. *See* AR, Tab 12.2, HQI Resp. to CMS Negotiations Letter at 5. HQI also explained that it made some updates to its VPAT to address accessibility standards. *Id.*

As noted above, Alliant complains that the agency unreasonably determined that HQI's proposal represented the better value. Alliant argues that the agency unreasonably determined that HQI's VPAT was "in compliance" because the firm was required to submit a new version as part of its revised proposal which included some updates to address accessibility standards. Alliant also argues that the agency unreasonably determined that the technical proposals were equal because the contracting officer incorrectly noted that HQI had received a "[v]ery [g]ood" rating under the staffing subfactor.

A contracting agency's evaluation of proposals and the establishment of a competitive range are matters within the agency's discretion. *Companion Data Servs., LLC*, B-410022, B-410022.2, Oct. 9, 2014, 2014 CPD ¶ 300 at 8. In reviewing an agency's evaluation and competitive range determination, we will not reevaluate proposals; rather, we will examine the evaluation and determination to ensure that they were reasonable and consistent with the solicitation's stated evaluation criteria and with procurement statutes and regulations. *Id.*

On this record, we do not object to the agency's establishment of the competitive range. First, we do not find that any issues with HQI's VPAT precluded the agency from considering HQI's proposal as representing the better value. Significantly, even if the contracting officer had correctly noted that HQI's proposal failed to comply with the VPAT requirement and had received an "unacceptable" rating, this would not have rendered the firm ineligible; instead, the TORP specifically advised that:

> Offerors assessed as inadequate/unacceptable for any reason will not automatically be considered ineligible for award. The apparent awardees will be offered the opportunity to remedy issues, if they exist, prior to contract award.

AR, Tab 2.4, TORP, IEC at 22.

Further, our review of the record shows that the only problem with HQI's VPAT was the fact that the firm submitted this document as part of its technical proposal rather than a separate volume. AR, Tab 12.1, CMS Negotiations Letter to HQI at 2 (only directing the firm to submit its VPAT as a separate volume to remedy any issues). As a result, we disagree that the contracting officer incorrectly compared the proposals because his view that HQI's VPAT was "in compliance" reflected his view that the minor error would be most certainly remedied.[10] *See* Supp. COS at 1 ("I understood at the time I made my best value tradeoff and best suited offeror determination that HQI's VPAT submission was not submitted in the agency's preferred format, and that HQI and the agency would need to address this in exchanges."). Furthermore, we note that the TORP conditioned an acceptable rating based simply on the presence of a completed VPAT and ability to meet section 508 standards. AR, Tab 2.4, TORP, IEC at 22. Accordingly, we deny the protest allegation.

Likewise, we do not find that the contracting officer unreasonably established the competitive range because he incorrectly noted that the agency evaluators had assigned a "[v]ery [g]ood" rating to HQI's technical proposal under the staffing subfactor. In this regard, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. *AlliantCorps, LLC*, B-415744.5, B-415744.6, Nov. 23, 2018, 2018 CPD ¶ 399 at 7. Thus, the relevant question is not whether the agency assigned (or recited) an incorrect adjectival rating, but whether the underlying evaluation record was reasonable and supported the competitive range determination. *See ValidaTek-CITI, LLC*, B-418320.2 *et al.*, Apr. 22, 2020, 2020 CPD ¶ 149 at 10.

Here, notwithstanding the mistranscription, our review of the tradeoff analysis shows that the contracting officer qualitatively compared the merits of the technical proposals. Indeed, as noted above, the contracting officer noted that Alliant had omitted significant information when describing its approach to achieving quality outcomes, and that HQI

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[10] Even if the record demonstrated that there were additional problems with HQI's VPAT, they would still not be enough for us to question the agency's establishment of the competitive range because the contracting officer could reasonably view any issues with a firm's ability to create an acceptable VPAT as subject to correction through the negotiations process and as relatively minor when compared with the agency's consideration of the technical approaches and proposed costs. *See* AR, Tab 2.4, TORP, IEC at 1, 22.

had some issues involving the proposed number of hours for some of its key personnel. As a result, the contracting officer determined that HQI's proposal was more advantageous under the approach to achieving quality outcomes subfactor, and that Alliant's was more attractive under the staffing subfactor. In this way, the record shows that the contracting officer considered both proposals as offering competing advantageous features and concluded that they were roughly equivalent.

Ultimately, the contracting officer determined that the Alliant's proposal was not the better value because it did not present any technical advantages worth a nearly $33 million cost premium. Thus, we have no basis to object to the agency's establishment of the competitive range because, even though the contracting officer may have incorrectly identified the appropriate subfactor adjectival rating, the record nevertheless shows that he considered the relative substantive merit of the competing proposals. Accordingly, we deny the protest allegation.

The protest is denied.

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General Counsel