



Decision

Matter of: Vali Cooper International, LLC

File: B-424049

Date: February 19, 2026

Nicholas Nazarko for the protester.
Timothy A. Holliday, Esq., Department of the Army, for the agency.
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GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's consideration of price in its best-value tradeoff is denied where the agency reasonably determined that the protester's proposed price was unreasonably high, eliminating the protester's proposal from further consideration for award.
2. Protester is not an interested party to question the agency's remaining evaluation conclusions or source selection decision where its proposal was eliminated from award consideration based on its unreasonable price.

DECISION

Vali Cooper International, LLC (VCI), a small business of Covington, Louisiana, protests the award of a contract to Radise International L.C., of Barranquitas, Puerto Rico, under request for proposals (RFP) No. W51DQV-25-R-0003, issued by the Department of the Army, U.S. Army Corps of Engineers (Corps) for quality assurance services. The protester challenges the agency's evaluation of VCI's proposal and the past performance proposal of the awardee, as well as the agency's best-value tradeoff determination.

We deny the protest in part and dismiss it in part.

BACKGROUND

The agency issued the solicitation on November 7, 2024, as a small business set-aside, seeking quality assurance services needed to monitor and oversee construction contractors building civil works facilities, military facilities, and interagency and

international services facilities in Puerto Rico and the U.S. Virgin Islands. Agency Report (AR), Tab B, RFP at 8. The RFP provided for the award of a fixed-price, indefinite-delivery, indefinite-quantity (IDIQ) contract, on a best-value tradeoff basis, for a base year and four 1-year option periods. Contracting Officer's Statement (COS) at 1; RFP at 64.

The solicitation advised offerors that proposals would be evaluated based on the following three factors: (1) technical; (2) past performance; and (3) price. RFP at 64. The technical factor consisted of two subfactors: work execution plan and contract management plan. *Id.* The RFP provided that the technical factor was more important than past performance; and the non-price factors combined were significantly more important than price. *Id.*

The RFP provided that the agency would evaluate price for compliance, reasonableness, errors, and unbalanced pricing. RFP at 68. As relevant here, the RFP instructions for the price proposals advised offerors to submit two separate price subsections. *Id.* at 61; Memorandum of Law (MOL) at 3. In the first subsection, offerors were to propose a fixed price for a seed task order,¹ based on a performance work statement (PWS) included in the solicitation. MOL at 3. In the second subsection, offerors were to include their proposed labor rates for each of the job categories for the base year of the IDIQ contract, incorporating proposed escalation rates for the four option years, to be used for future task orders. *Id.*

The agency received eight proposals, including those submitted by VCI and Radise, by the January 6, 2025, deadline for submission. COS at 3. In May, the Corps established a competitive range of all eight proposals and opened discussions. AR, Tab H, SSD at 2; AR, Tab E, VCI Discussions Letter at 1. In the discussion letter addressed to VCI, the Corps included the following item that "required response":

In comparison to the Independent Government Estimate [(IGE)], your price proposals for both the Price Exhibit and the Task Order reflect a **consistent price premium across rates**. It is recommended that you evaluate the requirements to ensure that your prices accurately reflect the necessary capabilities and complexity, and that all associated costs have been fully considered.

AR, Tab E, VCI Discussions Letter at 5.

In June, having received seven² revised proposals, including revised proposals from VCI and Radise, the agency closed discussions with the offerors. COS at 8. After

¹ While the solicitation refers to a mock task order, RFP at 61, solicitation amendment 001 modified that language, calling it a seed task order. COS at 6.

² One of the eight initial offerors elected not to submit a revised proposal. COS at 8.

completing evaluation of proposals, the agency summarized the evaluation of VCI and Radise as follows:

	Radise	VCI
Technical Approach	Outstanding	Good
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Base IDIQ Total Price	\$10,769.23	\$10,262.17
Seed Task Order Price	\$1,114,808.54	\$2,709,849.16

AR, Tab H, SSD at 19. Based on the evaluation of revised proposals, VCI’s proposal was rated the lowest among the seven submitted proposals. *Id.*

Subsequently, the source selection authority (SSA) performed a comparative analysis and determined that Radise was the highest rated offeror based on the non-price factors, as it was the only offeror with an “outstanding” assessment for the technical approach factor. *Id.* While Radise’s proposed price for the seed task order was higher than the IGE, it was “4 [percent] below the average of all price proposals.” *Id.* Similarly, although Radise’s proposed base IDIQ total price was “10 [percent] higher than the IGE,” it was still “14 [percent] below the average of all price proposals.” *Id.*

The SSA then reviewed the six remaining proposals and documented that VCI’s and another offeror’s prices were “not considered fair and reasonable for the seed project and [hence, these offerors were] no longer considered in the tradeoff” determination. *Id.*

In conclusion, while one other offeror proposed a lower price for the seed task order, the SSA “determined that Radise provided a superior technical proposal and less risk to project completion, which is worth paying the higher price for.” *Id.* at 21. Accordingly, the agency selected Radise’s proposal as offering the best value and awarded the contract to that offeror. *Id.* at 21. After receiving notification of the award decision and a debriefing, VCI filed this protest with our Office.

DISCUSSION

The protester challenges multiple elements of the agency’s evaluation of VCI’s proposal and the past performance proposal of the awardee. Protest at 1-2. Additionally, VCI challenges the agency’s best-value tradeoff analysis, stating that “it remains unclear how much weight was placed on the total proposed cost of the [s]eed [t]ask [o]rder,” notwithstanding the solicitation mandating “that [the] technical [factor] was more important than price.” Comments at 2. In support of this argument, the protester contends that the solicitation provided insufficient information regarding the level of effort for the seed task order to allow offerors to accurately price the task order. Protest at 2; Comments at 2.

The agency defends its evaluation as reasonable and consistent with the solicitation's evaluation criteria. MOL at 5-10. The Corps also argues that VCI is not an interested party to pursue its protest because its seed task order price of \$2,709,849.16 "was 298 [percent] greater than the IGE and was thus deemed '[u]nreasonable'"; as such, its proposal was unawardable. Resp. to Req. for Add'l Briefing at 1-3; AR, Tab G, Price Analysis for Revised Proposals at 1; Supp. COS at 1.

For the reasons explained below, we find that the agency reasonably determined that the protester's proposal was unawardable. As a result, we conclude VCI is not an interested party to pursue its remaining protest allegations.

As relevant to the protester's challenges to the consideration of seed task order pricing in the tradeoff, we note that agencies are required to ensure that the award of any contract is at a fair and reasonable price. See Federal Acquisition Regulation (FAR) 15.404-1. The purpose of conducting a price reasonableness evaluation in a fixed-price environment is to determine whether prices are too high. *Root9B, LLC*, B-417801, B-417801.2, Nov. 4, 2019, at 7. A price reasonableness determination is a matter of agency discretion involving the exercise of business judgement. *REEL COH Inc.*, B-418095, B-418095.2, Jan. 10, 2020, at 5. Where a protester alleges that an agency's determination regarding fair and reasonable pricing was flawed or improper, our Office will review the agency's determination for compliance with applicable law and regulation and will consider whether the agency's determination was reasonable. See *Vectrus Sys. Corp.*, B-419143, B-419143.2, Dec. 23, 2020, at 14. If an agency properly determines that a proposal offers unreasonably high prices, it may reject that proposal solely on that basis. *REEL COH, Inc.*, *supra*; *PJ Helicopters, Inc.*, B-402524.2, May 20, 2010, at 4.

Here, we conclude that the Corps reasonably found VCI's proposed price for the seed task order to be unreasonably high, rendering the proposal unawardable.³ See AR, Tab G, Price Analysis for Revised Proposals at 2 (documenting that VCI's seed task order price reflects an "[a]ggressive [p]remium" and "show[s] significant misalignment and likely [does] not support award without substantial justification."); AR, Tab H, SSD at 19-20 (stating that VCI's price "was not considered fair and reasonable for the seed project and no longer considered in the tradeoff" analysis); Supp. COS at 1 (noting that "significant deviation [of 298 percent as compared to the IGE] placed VCI's total proposed price (IDIQ and SEED TO [task order] pricing) in the category of unreasonableness or an aggressive premium price that was not justifiable."); see also *PJ Helicopters, Inc.*, *supra*.

³ The protester asserts that the agency placed too much weight in the tradeoff on VCI's seed task order price. Comments at 2. Here, however, the agency excluded VCI's proposal from consideration in the tradeoff due to the firm's unreasonably high seed task order price. AR, Tab H, SSD at 19; Resp. to Req. for Add'l Briefing at 1-3. As discussed herein, we find no basis to question this exclusion.

Specifically, the agency evaluated price reasonableness for the seed task order by comparing VCI's proposed price with the IGE and the other offerors' proposed prices. COS at 13. These price evaluation methods are identified in the FAR as acceptable ways to ensure that the government awards contracts at fair and reasonable prices. FAR 15.404-1(b)(2)(i), (v). The solicitation also expressly stated that the agency may use these methods to evaluate price reasonableness. RFP at 68. The Corps found that VCI's proposed price for the seed task order was 298 percent higher than the IGE and, hence, unreasonable. AR, Tab H, SSD at 19-20.

The protester additionally contends that the seed task order PWS was too vague to permit offerors to accurately price the seed task order. Protest at 4. This argument challenges either the terms of the solicitation requirement for offerors to price the seed task order or the requirement for the agency to consider such pricing. In this regard, challenges to the terms of a solicitation filed after award are untimely under our Bid Protest Regulations. See 4 C.F.R. § 21.2(a)(1) (protests based on alleged solicitation improprieties must be filed prior to the time set for receipt of initial proposals).⁴ As such, we dismiss the allegation.

Accordingly, we find nothing unreasonable about the agency's conclusion that VCI's price was unreasonably high. Therefore, we agree with the agency's conclusion that VCI's proposal was unawardable.

We next turn to the issue of VCI's interested party status. In order for a protest to be considered by our Office, a protester must be an interested party. 4 C.F.R. § 21.0(a). Where the record reflects that the protester's proposal was unacceptable, or ineligible for award, the protester does not qualify as an interested party to challenge other aspects of the agency's evaluation and award decision. See *Amentum Parsons Logistics Servs. LLC, B-422697.3 et al.*, Oct. 4, 2024, at 6 (dismissing protest where protester was not an interested party to challenge the agency's evaluation and source selection decision).

Based on the record before us, we conclude that VCI is not an interested party to maintain a protest challenging the agency's evaluation of its proposal, the proposal of the awardee, and the agency's source selection decision. As discussed above, VCI's price for the seed task order was found to be unreasonably high, and the agency's position that this rendered VCI's proposal unawardable is supported by the record.

⁴ The protester also contends that the seed task order IGE was flawed based on the fact that the seed pricing for all of the initial proposals received by the agency were above the IGE. VCI Resp. to Req. for Add'l Briefing at 1. However, the protester fails to provide any specific support for this contention or demonstrate that any element of the IGE was flawed. In addition, we note that the agency did not mechanically apply the IGE in its price reasonableness analysis. See AR, Tab H, SSD, at 19 (finding Radise's price to be fair and reasonable despite Radise's seed task order pricing being higher than the IGE, where Radise's task order price is "4 [percent] below the average of all price proposals").

In addition, we note that even if the protester was able to successfully challenge the acceptability of Radise's proposal, there is at least one intervening offeror with an award-eligible proposal. AR, Tab H, SSD at 19-20. The protester has not challenged the acceptability of this intervening offeror, who would be next in line for award should we sustain VCI's protest. Thus, where there is an intervening offeror who would be next in line for award even if the protester's challenges were sustained, the intervening offeror has a greater interest in the procurement than the protester, and we generally consider the protester's interest to be too remote to qualify it as an interested party. *Sea Box, Inc.*, B-422234.4, June 12, 2024, at 3. In sum, the protester is unable to demonstrate the direct economic interest required to maintain its remaining challenges; therefore, they are dismissed. See 31 U.S.C. §§ 3551(1)(C), (2)(A); 4 C.F.R. § 21.0(a)(1).

The protest is denied in part and dismissed in part.

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General Counsel