



## Decision

**Matter of:** Accura Engineering and Consulting Services, Inc.--Costs

**File:** B-424049.4

**Date:** June 23, 2026

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### DIGEST

Request that GAO recommend reimbursement of the protest costs of challenging agency's technical evaluation is denied where the challenges were not clearly meritorious and are readily severable from the protester's clearly meritorious challenges to the agency's price evaluation and best-value tradeoff decision.

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### DECISION

Accura Engineering and Consulting Services, Inc., a small business of Atlanta, Georgia, requests that our Office recommend that the firm be reimbursed the reasonable costs of filing and pursuing its protest of the contract award to Radise International L.C., of Barranquitas, Puerto Rico. The contract award was made under request for proposals (RFP) No. W51DQV-25-R-0003, issued by the Department of the Army, U.S. Army Corps of Engineers for quality assurance services. Accura challenged the agency's evaluation of proposals and its best-value tradeoff determination. Accura also contended that the agency evaluated the offerors disparately.

We deny the request.

### 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 service facilities in Puerto Rico and the U.S. Virgin Islands. Agency Report (AR), Tab B, RFP at 8. The RFP provided for 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 that proposals would be evaluated based on the following three factors: (1) technical approach; (2) past performance; and (3) price. RFP at 64. The RFP provided that the technical approach factor was more important than past performance, and the non-price factors combined were significantly more important than price. *Id.*

The agency was to evaluate price for compliance, reasonableness, errors, and unbalanced pricing. *Id.* at 68. The RFP’s price proposal instructions requested that offerors submit two separate price subsections: one for a seed task order, and another one with proposed labor rates for required job categories for the base year and proposed escalation rates to the labor rates for the four option periods. *Id.* at 61; COS at 7.

As relevant here, the RFP provided that with respect to the seed task order, the agency would analyze whether “prices are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the efforts described in the offeror’s technical proposal for the [seed] [t]ask [o]rder.” RFP at 69. The agency was also to “evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.” *Id.* (incorporating by reference Federal Acquisition Regulation 52.212-2 Addendum (b)).

The agency received eight proposals, including those submitted by Accura and Radise, by the January 6, 2025, deadline for submission. COS at 3. In May, the Corps opened discussions, and after receiving seven revised proposals,<sup>1</sup> including those from Accura and Radise, completed the evaluation of proposals, with the following results:

	<b>Radise</b>	<b>Accura</b>
<b>Technical Approach</b>	Outstanding	Good
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence
<b>Base IDIQ Total Price</b>	\$10,769	\$7,491
<b>Seed Task Order Price</b>	\$1,114,808	\$947,949

AR, Tab H, Source Selection Decision (SSD) at 2, 19; COS at 8.

Subsequently, the source selection authority (SSA) compared all proposals and determined that Radise was the highest rated offeror based on the non-price factors, as

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<sup>1</sup> One of the eight initial offerors elected not to submit a revised proposal. COS at 8.

it was the only offeror with an “outstanding” assessment for the technical approach factor. AR, Tab H, SSD at 19. While Accura’s proposed price for the seed task order was lower, “Radise’s technical proposal showed numerous strengths over Accura[s].” *Id.* at 21. As such, the SSA “determined that Radise provided . . . less risk to project completion,” which justified paying its higher price. *Id.* Accordingly, the agency selected Radise’s proposal for award. *Id.*

Accura filed a protest with our Office, challenging the agency’s evaluation of technical approach, past performance, and price proposals as well as the best-value tradeoff decision. Protest at 16-19, 22-37. Specifically, the requester asserted that its proposal should have received a rating of outstanding under the technical approach factor and that the agency evaluated Accura’s and Radise’s technical proposals disparately. *Id.* at 16-22. With respect to the past performance evaluation, Accura argued that the Corps improperly downgraded Accura’s rating to satisfactory confidence, while unreasonably evaluating Radise’s past performance as warranting a rating of satisfactory confidence. *Id.* at 22-27. The requester also challenged the agency’s evaluation of price proposals, alleging that the Corps failed to evaluate and consider the total price of the requirement in the tradeoff decision, concentrating only on the price for the seed task order and the labor rates for the base year of the IDIQ without giving any consideration to the price for the option years. *Id.* at 27-31. The requester further argued that the Corps failed to conduct a price realism analysis, despite an express provision in the RFP mandating that the agency do so for the seed task order. *Id.* at 31-32. Finally, Accura contended that the Corps used a flawed methodology for its price evaluation and improperly converted the basis for award from a best-value tradeoff to the highest technically rated offeror with a fair and reasonable price. *Id.* at 19-22; Comments and Supp. Protest at 34-40.

On February 20, after development of the protest record, the GAO attorney assigned to the protest conducted an outcome prediction alternative dispute resolution (ADR) conference. During the ADR conference, the GAO attorney advised that our Office would likely sustain Accura’s challenge to the agency’s evaluation of price proposals, and the resulting best-value tradeoff decision because the record showed that the Corps failed to consider the prices for the option years as required by the solicitation. The GAO attorney also noted that the agency failed to evaluate price realism for the seed task order, despite an express solicitation provision requiring the Corps to do so.

The GAO attorney advised that our Office would likely recommend that the agency reevaluate proposals and make a new source selection decision consistent with the RFP. If, however, the agency decided that the solicitation evaluation criteria were unclear or did not reflect the agency’s needs, and that it needed to revise the RFP evaluation criteria, the GAO attorney recommended that the Corps permit offerors to submit revised proposals. The GAO attorney further advised that the decision would likely recommend the payment of reasonable protest costs related to the sustained protest grounds.

The GAO attorney also advised that the remaining protest grounds, *i.e.*, the challenges to the agency's technical approach and past performance evaluations, would likely be denied.

On February 26, the agency informed our Office that it would take corrective action by issuing a new solicitation "for [the] provision of quality assurance services like those described in the protested solicitation" that "will include a new methodology for analyzing price proposals." Notice of Revised Corrective Action at 1. The agency added that the proposed corrective action would "provide the protester and other interested contractors an opportunity to submit new proposals, leading to a new contract award documented through a new source selection decision document." *Id.* Subsequently, our Office dismissed the protest as academic. *Accura Eng'g & Consulting Servs., Inc.*, B-424049.2; B-424049.3, Feb. 25, 2026 (unpublished decision). On March 16, Accura filed this request.

## DISCUSSION

Accura requests that our Office recommend reimbursement of the costs of pursuing all of its protest grounds except those related to its past performance challenge, which Accura concedes are clearly severable from the successful protest grounds. Req. for Costs at 2. Specifically, the requester argues that in addition to the reimbursement of the protest costs related to its clearly meritorious challenges to the agency's price evaluation and best-value determination, our Office should also recommend the reimbursement of costs related to Accura's technical evaluation challenges. *Id.* at 7-10. In this regard, Accura argues that its challenges to the technical evaluation are intertwined with its clearly meritorious price realism challenge because they are based on the same legal theory that the agency improperly "disregarded the [s]olicitation when assessing the technical risk associated with Radise's and Accura's submissions." *Id.* at 10.

In responding to the request, the agency has agreed to reimburse Accura its protest costs related to the "claims likely to be found meritorious by the GAO," as advised during the ADR conference, *i.e.*, the price evaluation and best-value tradeoff challenges, as well as "costs related to the preparation of Accura's March 16, 202[6] request for reimbursement." Resp. to Req. for Costs at 1-3, 9. The Corps opposes, however, Accura's request with respect to the costs of pursuing the technical evaluation challenges. *Id.* at 3-8. The agency contends that the GAO attorney conducting the ADR conference specifically "declined to find merit in Accura's challenge to the evaluation of technical proposals." *Id.* at 3. The agency also argues that "Accura's unsuccessful protest of the evaluation of technical proposals is . . . 'so clearly severable from the successful issues that it essentially constitutes a separate protest,'" and as such, does not merit reimbursement. *Id.* at 5 (quoting *Basic Commerce and Indus., Inc.--Costs*, B-401702.3, Feb. 22, 2010). Accordingly, the agency asks our Office to decline recommending reimbursement for the costs of pursuing the technical evaluation challenges.

As the agency agrees to reimburse Accura's costs related to the clearly meritorious price evaluation and best-value tradeoff protest grounds,<sup>2</sup> as well as the costs of preparing the current request for reimbursement, the only remaining issue for our Office to decide is whether Accura should be reimbursed for its costs related to the evaluation of technical proposals.<sup>3</sup> Based upon our review of the record, and as discussed below, we decline Accura's request because we find that the requester's arguments challenging the evaluation of technical proposals are not intertwined with the clearly meritorious challenges to the agency's price evaluation and best-value tradeoff. Instead, we find that the technical evaluation challenges are based on different legal theories that are readily severable from the two clearly meritorious protest grounds.

In its request, Accura contends that its allegations challenging the agency's technical evaluation are intertwined with its clearly meritorious protest ground challenging the price evaluation, specifically the agency's failure to perform a price realism assessment. Req. for Costs at 10. Accura asserts that "the touchstone of a price realism analysis is to assess the offeror's understanding of the requirements and to assess the risk inherent in the offeror's proposal," and as such, "necessarily requires consideration of **both an offeror's price proposal and technical proposal.**" *Id.* at 10, 11. Accura's contentions are based on the argument that the Corps "violated the [s]olicitation's express criteria by failing to adequately assess risk" regarding "both price and technical proposals." *Id.* at 11. The requester also asserts that "had the [a]gency's conducted a

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<sup>2</sup> As noted below, an outcome prediction ADR advising that a protest is likely to be sustained is generally an indication that the protest--or specific protest grounds at issue--is viewed as clearly meritorious. *Octo Consulting Grp., Inc.--Costs*, B-414801.4, Dec. 14, 2017, at 3; *Odyssey Sys. Consulting Grp., Ltd.--Costs*, B-419730.5, Sept. 30, 2021, at 4.

<sup>3</sup> The RFP clearly provided that the agency would analyze whether the seed task order "prices are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the efforts described in the offeror's technical proposal for the [seed] [t]ask [o]rder." RFP at 69. Since the agency conceded that it did not perform a price realism evaluation for the seed task order prices, Accura's price evaluation protest ground was clearly meritorious as was Accura's challenge to the agency's best-value tradeoff based on this error. In addition, the protest was clearly meritorious where the record reflected that the best-value tradeoff failed to compare and consider the offerors' total IDIQ prices, as expressly required by the solicitation, RFP at 69, instead ignoring the prices for the option years. Additionally, the agency unduly delayed taking corrective action in the face of these clearly meritorious protest issues where the agency decided to take corrective action after Accura had filed comments on the agency report on these issues and, specifically, only after the GAO attorney had held an ADR conference with the parties.

price realism analysis, it could have resulted in Radise's being assigned a lower technical risk rating.”<sup>4</sup> *Id.*

The agency counters that “GAO did not find the [a]gency’s price evaluations should have triggered [an] inquiry into increased technical risk.” Resp. to Req. for Costs at 6. Further, the Corps contends that Accura’s challenge to the evaluation of technical and price proposals “constitute genuinely separate arguments, arising from two intentionally disconnected parts of the solicitation, contained in completely separate proposal volumes and reviewed by different sets of evaluators.” *Id.* at 8. Moreover, the Corps maintains that “Accura’s technical challenge makes no mention of price issues, alleging only that the Agency failed to properly appreciate the merits of Accura’s technical skill.” *Id.* As such, the agency urges our Office to reject “Accura’s assertion that a price realism analysis was intertwined with the Agency’s evaluation of technical proposals.” *Id.* at 6. We agree.

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, 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, 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, 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, at 5. In applying these principles, we have severed costs arising from allegations of misvaluation under separate evaluation factors on the basis they are not intertwined. See *Carney, Inc.--Costs*, B-408176.13, Feb. 14, 2014, at 6 (severing costs for alleged

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<sup>4</sup> As discussed below, however, Accura did not make a similar argument in its challenge to the evaluation of its own proposal. The challenge to that evaluation was based not on a failure to consider technical risk, but instead on the allegation that the agency unreasonably and unequally failed to assign Accura an outstanding rating under the technical approach factor. See Protest, *generally*; Comments and Supp. Protest at 24-25.

misevaluation of price from clearly meritorious challenge to technical capability factor evaluation); see also *BluePath Labs, LLC--Costs*, B-417960.4, May 19, 2020, at 4 (severing costs for allegations of misevaluation of quotations from clearly meritorious allegation of unequal discussions).

Here, we find that Accura's arguments challenging the Corps's technical evaluation are not intertwined with Accura's clearly meritorious protest grounds challenging the agency's failure to assess price realism and flawed best-value tradeoff. In its underlying protest, Accura challenged both the agency's technical evaluation of Radise's proposal and the technical evaluation of its own proposal. For the evaluation of Radise's technical proposal, the requester contended that the agency had identified a risk based on an identified weakness involving proposed key personnel but still assigned a rating of "outstanding" to the awardee's proposal; Accura argued that a rating of "good" was more applicable under the solicitation definitions. Protest at 19-22; Comments and Supp. Protest at 11-14. With respect the agency's evaluation of Accura's technical proposal, the protester alleged that the Corps unreasonably failed to assess a rating of "outstanding." Protest at 16-19; Comments and Supp. Protest at 5-11.

None of these challenges are based on facts or legal theories that are intertwined with Accura's successful challenges: the agency's failure to follow the terms of the solicitation when it failed to conduct a price realism evaluation and its failure to properly consider price as part of the best-value tradeoff. In this regard, the meritorious allegations do not address technical evaluation matters and the technical evaluation challenges do not discuss any price evaluation issues. Significantly, they do not assert that the agency should have assessed technical risks based on Radise's misunderstanding of contract requirements or unrealistic pricing assumptions or assert that, had the agency conducted a proper price evaluation, it would have affected the Corps's technical evaluation.<sup>5</sup> Cf. *KGL Food Servs., WLL; Intermarkets Global--Costs*, B-400660.7, B-400660.8, June 20, 2011, at 3-4 (finding price realism and technical evaluation challenges to be intertwined where protester asserted that unrealistic price was the result of unrealistic assumptions or a misunderstanding of contract requirements, which the protester also raised in its technical evaluation challenge).

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<sup>5</sup> We note that the solicitation did not contain a requirement that the agency consider offerors' price proposals during the evaluation of such offerors' technical proposals. Accordingly, even if the Corps had conducted a price realism evaluation that identified a technical risk, such risk may not have affected the agency's technical evaluation. Nor did Accura assert otherwise during the course of its underlying protest.

Accordingly, we find Accura's challenges to the evaluation of technical proposals to be severable from its successful challenge to the agency's price evaluation and best-value tradeoff decision because the technical evaluation involved different core facts and legal theories. The request that GAO recommend reimbursement of protest costs for issues beyond those which the agency has already agreed to pay is denied.

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