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Decision

Matter of: Veterans Management Services, Inc.

File: B-424182.2; B-424182.3

Date: June 22, 2026

Gunjan R. Talati, Esq., Jennifer L. Andrews, Esq., and Hunter Payne, Esq., Kilpatrick Townsend & Stockton LLP, for the protester.
Timothy M. Saffles, Esq., Department of Veterans Affairs, for the agency.
Jungi Hong, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated the protester's past performance is sustained where the record demonstrates that the evaluation was not consistent with the terms of the solicitation.
 2. Protest that the awardee failed to comply with a material solicitation requirement regarding the period of performance is denied where the protester has not demonstrated that it was competitively prejudiced.
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DECISION

Veterans Management Services, Inc. (VMSI), a service-disabled veteran-owned small business (SDVOSB) of Sterling, Virginia, challenges the award of a contract to Dynamic Management Associates, LLC (DMA), a SDVOSB of Woodbridge, Virginia, under request for quotations (RFQ) No. 36C24926Q0036, issued by the Department of Veteran Affairs (VA), Veterans Health Administration for acquisition support services. The protester contends the agency unreasonably evaluated past performance and made a flawed award decision.

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

BACKGROUND

The agency issued the RFQ on November 19, 2025, pursuant to the provisions of Federal Acquisition Regulation (FAR) subpart 8.4.¹ The solicitation sought acquisition support services, and the RFQ contemplated the issuance of a single firm-fixed-price order for a 1-year period of performance. Agency Report (AR), Tab 3, RFQ at 1, 4, 9.²

¹ We note the procurement at issue here was a federal supply schedule (FSS) purchase. FAR 8.402; GSA Manual (GSAM) 538.7100 (the GSAM is available at <https://www.acquisition.gov/fss-ordering-procedures>) (last visited June 11, 2026). The VA explained that it “published the Solicitation using the FAR as codified at CFR title 48.” Memorandum of Law (MOL) at 2 n.1.

We cite here to both the FAR as currently codified in title 48 of the Code of Federal Regulations and to the GSAM, which as part of an ongoing “Revolutionary FAR Overhaul” has replaced most of the FSS ordering procedures previously found in FAR part 8 for agencies that have issued an adopting FAR deviation. We use this double citation here because, prior to the issuance of the RFQ, the VA issued a FAR deviation adopting the Revolutionary FAR Overhaul changes to FAR part 8. Memorandum on Class Deviation for FAR Part 8 in Support of Executive Order on Restoring Common Sense to Federal Procurement at 1 (available at <https://department.va.gov/acquisition-and-logistics/wp-content/uploads/sites/58/2026/03/deviation-far-part-8.pdf>) (last visited June 11, 2026). Also, prior to the issuance of the RFQ, GSA issued a mass modification to its FSS contracts to adopt the Revolutionary FAR Overhaul versions of multiple FAR clauses and provisions. MAS Refresh 30 Clause and Provision Changes at 1 (available at https://buy.gsa.gov/interact/system/files/MAS_Refresh_30%20Clause%20and%20Provision%20Changes-%20Revised%2011_5_25.pdf) (last visited June 11, 2026). For example, GSA’s MAS refresh 30 updated FAR provision 52.212-1 from the prior Sept. 2023 version to the “DEVIATION NOV 2025” version. MAS Refresh 30 Clause and Provision Changes at 1. The solicitation, however, despite being issued after the VA’s class deviation adopting the Revolutionary FAR Overhaul version of FAR part 8 and the accompanying GSAM procedures, does not reflect the updated clauses and provisions stemming from the agency’s deviation. See RFQ at 85-89 (incorporating the Sept. 2023 version of FAR provision 52.212-1).

To resolve the instant protest, we need not address the inconsistencies between the FAR clauses and provisions included in the RFQ and those included in the FSS contracts under which the VA issued the RFQ. We note the discrepancies here, however, to alert the agency to the need to ensure that solicitations issued under Revolutionary FAR Overhaul deviations incorporate the updated versions of applicable FAR clauses and provisions.

² Citations to the record refer to the documents’ internal Adobe PDF pagination. The RFQ was amended three times; reference to the RFQ is to the conformed version at tab 3 of the agency report.

The solicitation established that the award would be made on best-value tradeoff basis, considering two evaluation factors: past performance and price. *Id.* at 90. Past performance was “approximately equal” to price in importance. *Id.*

With respect to the evaluation of past performance, the RFQ required vendors to submit three past performance reference contract worksheets (PPRCWs) for the VA to evaluate. *Id.* at 89. The solicitation advised vendors that the VA would “review available past performance data in the Contractor Performance Assessment Reporting System (CPARS),” and that the agency reserved the right for the agency to evaluate past performance information from any available sources. *Id.*

The agency received 43 quotations, including those from VMSI and DMA. Contracting Officer’s Statement (COS) at 7-8. The VA initially issued the order to DMA on December 19. Protest, exh. D, Unsuccessful Vendor Notice. VMSI protested the award to our Office on December 29. *Veterans Mgmt. Servs., Inc.*, B-424182, Jan. 30, 2026 (unpublished decision). In response, the VA notified our Office that it would take corrective action by reevaluating the quotations and issuing a new award decision, if appropriate. *Id.* We dismissed the protest as academic on January 30, 2026. *Id.*

Subsequent to the dismissal of VMSI’s first protest, the agency reevaluated quotations and made a new source selection decision. COS at 10-13; AR, Tab 4, Source Selection Decision Document (SSDD) at 1. The contracting officer, who was also the source selection authority (SSA), again selected DMA for issuance of the order, and the VA notified VMSI of the decision on March 5, 2026. Protest, exh. B, Reevaluation Award Notice. This protest followed.

DISCUSSION

The protester raises several objections to the agency’s evaluation of past performance and the source selection decision.³ VMSI contends the past performance evaluation of its quotation was unreasonable and inconsistent with the solicitation. Protest at 8-12;

³ In its initial protest, VMSI argued that the VA failed to reasonably evaluate DMA’s past performance given that it had little to no relevant past performance. Protest at 8-9. In its agency report, the VA specifically responded to this argument. MOL at 6-10. The protester’s comments on the agency report, however, did not substantively address or otherwise rebut the agency’s response. Where, as here, an agency provides a detailed response to a protester’s assertion and the protester fails to rebut the agency’s argument in its comments, the protester fails to provide us with a basis to conclude that the agency’s position with respect to the issue in question is unreasonable. 4 C.F.R. § 21.3(i)(3); *Quantech Servs., Inc.*, B-417347, B-417347.2, May 29, 2019, at 6 (finding argument to be abandoned where protester failed to rebut or address agency’s substantive responses to allegations). We consider this allegation to have been abandoned and do not address it further. *DigiFlight, Inc.*, B-419590, B-419590.2, May 24, 2021, at 4.

Comments & Supp. Protest at 3-15. The protester also alleges the awardee's quotation should have been found unacceptable because DMA failed to follow a material solicitation requirement. Comments & Supp. Protest at 18-20. While we do not specifically address every argument, we have reviewed all the allegations and conclude that only those discussed below provide a basis to sustain the protest.⁴

Past Performance

The protester alleges the VA failed to properly evaluate VMSI's past performance by not considering CPARS data for any past performance older than three years. Comments & Supp. Protest at 4. According to the protester, had the agency considered the information in VMSI's CPARS that was more than three years old, the firm's past performance evaluation would have been greatly improved, resulting in a much stronger position in the tradeoff determination. *Id.* at 5. The agency responds that it reasonably evaluated past performance in a manner consistent with the solicitation. MOL at 6-10; Supp. MOL at 4-9. We disagree.

Where a protester challenges an agency's evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Recogniti, LLP*, B-410658, Jan. 21, 2015, at 4. As a general matter, an agency's evaluation of vendors' past performance, including the agency's determination of the relevance and scope of a vendor's performance history, is a matter of discretion, which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. *Government and Mil. Certification Sys., Inc.*, B-411261, June 26, 2015, at 8-9.

⁴ For example, the protester alleges the VA unreasonably assessed one of its PPRCWs as not relevant by applying evaluation criteria inconsistent with the solicitation. Comments & Supp. Protest at 8-9. In this regard, the agency determined that VMSI's third PPRCW was not relevant to the services required by the solicitation. COS at 16. While the PPRCW showed that VMSI had experience in developing an acquisition curriculum for agencies, the VA found that such training and development experience did not necessarily translate with the ability to "fulfill this contract as a headhunter" for acquisition support personnel. *Id.* The evaluation of an offeror's past performance, including the agency's determination of the relevance and scope of an offeror's performance history, is within the discretion of the contracting agency which we will not find improper unless the agency's assessments are unreasonable or inconsistent with the solicitation's evaluation criteria. See *Sterling Medical Assocs., Inc.*, B-418674, B-418674.2, July 23, 2020, at 8. We do not find the agency's assessment of the relevance of the PPRCW to be unreasonable or inconsistent with the solicitation. See *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, at 8 n.4 (agency choosing to accord greater weight to past performance that was identical to the requirement, as opposed to merely similar, was a reasonable interpretation of the solicitation's relevancy evaluation standard). As such, we deny this ground.

With respect to the evaluation of past performance, the only guidance provided by the solicitation was the following:

The Government will review available past performance data in Reference Contract Worksheets and within the Contractor Performance Assessment Reporting System (CPARS); however, the Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the offeror when evaluating past performance.

Recent experience within the past three (3) years may be viewed more favorably than performance older than three (3) years.

The Government reserves the right to obtain past performance information from any available source (i.e., Better Business Bureau) besides those specified above.

If an offeror has no record of relevant past performance or if past performance information is not available for such offeror, the offeror may not be evaluated favorable or unfavorable on past performance. These offerors will be assessed a “Neutral” rating for past performance relevancy and confidence.

RFQ at 91. Although the solicitation provided no other information on how quotations would be evaluated, the record reveals that the VA evaluated vendors' past performance using the following measures: recency, relevancy and confidence. See *id.*; COS at 10-12; AR, Tab 4, SSDD at 4. With regard to the first two measures, the agency used the following definitions in the SSDD:

For this evaluation, Recency was defined as < 3 yrs being more favorable, therefore any past performance > 3 yrs old was determined to be Not More Favorable. < 3 yrs was based upon the proposal due date.

Relevancy was determined based on the scope of the project and/or the value of the project. A project was determined Relevant if it provided some type of Support/Service personnel and was valued > \$1M. Somewhat Relevant was determined if the project provided some type of Support/Service personnel and was valued < \$1M > \$100K. A project was determined to be Not Relevant if it did not meet the type and/or was valued < \$100K.

AR, Tab 4, SSDD at 4; see *also* COS at 10-11.

In evaluating vendors' past performance, the contracting officer explained that she “went into CPARS and pulled all [vendors'] CPARs records by their unique entity identifier (UEI) number and printed their chart graph,” and by using the vendors' graphs,

she “was able to break down their record with number and percentage for each rating category, Exceptional, Very Good, Satisfactory, Marginal, UnSat[isfactory], Not Rated.” COS at 6. When determining confidence in a vendor’s past performance, the VA “felt that contractors with such high past performance (CPARS) ratings of Exceptional gave significant confidence in their ability to continue to highly perform on future contracts.” *Id.* at 8.

The agency assessed vendors’ PPRCWs first for recency and then relevancy, using the above definitions. AR, Tab 4, SSDD at 4. After reviewing the PPRCWs, the agency accessed data from CPARS and evaluated CPARS contract information first for recency. *Id.* In this regard, the agency considered recency in a binary manner. If the contract experience was less than three years old, the VA deemed it “more favorable” in recency. If the experience was older than three years, it was deemed “not more favorable” in recency. In this regard, the contracting officer explained that the agency only assessed the relevancy and quality of contract experience if the past performance data was deemed “more favorable” in recency; the VA did not consider any information for references that were deemed “not more favorable” in recency. *Id.* (stating “only more favorable < 3 yrs ratings/contracts were further evaluated”). In other words, the agency only evaluated vendor’s CPARS information for contracts that were less than three years old--*i.e.*, “more favorable” in recency--and the VA did not evaluate any experience references that were more than three years old--*i.e.*, “not more favorable” in recency.

As a result, the record demonstrates that the agency did not review the entirety of the past performance information contained in vendors’ CPARS.⁵ Having defined recency (in the SSDD) in terms of “more favorable” and “not more favorable” based on the date of the experience information in CPARS, the contracting officer filtered out--and did not evaluate--any CPARS information for contracts that were more than three years old (*i.e.*, “not more favorably” recent). *Id.* (explaining that CPARS data was “filtered by more favorable recency <3yrs vs not more favorable recency >3yrs based on the ‘finish period of performance being assessed’ and . . . [n]ot more favorable recency was then no[t] further evaluated and only more favorable <3yrs ratings/contracts were further evaluated.”). In short, the agency did not give any consideration to the relevancy of vendors’ CPARS data on contracts that were more than three years old.

The RFQ, however, did not say that contract experience more than three years old would not be considered at all in the past performance evaluation. Rather, the

⁵ Despite the agency’s urging, we do not view the simple act of screening (or filtering) the project dates of past performance references--in order to place the references in either the “more favorable” recent category or the “not more favorable” recent category--to be consideration or evaluation of the relevant past performance information. See Supp. MOL at 5. This is especially true in light of the contracting officer’s clear statement that “[n]ot more favorable recency was then *not further evaluated.*” AR, Tab 4, SSDD at 4 (emphasis added).

solicitation simply stated that experience within the past three years “may be viewed more favorably” than experience older than three years. RFQ at 91. Applying the rule used by the agency--not to give any consideration to past performance older than three years--renders superfluous the solicitation’s language about viewing “performance older than three years” less favorably. *Id.*; *L&J Bldg. Maint., LLC*, B-411827, Oct. 27, 2015, at 3-4 (finding unreasonable a proposed interpretation of solicitation language insofar as it would render other solicitation language superfluous). If the agency wanted to limit recency to three years it could have said so, but the solicitation, as written, did not. Accordingly, we find that the agency’s evaluation was inconsistent with the stated terms of the solicitation.

Competitive prejudice, however, is an essential element of every viable protest. *MetroStar Sys., Inc.*, B-419890, B-419890.2, Sept. 13, 2021, at 9. Our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions; that is, unless the protester demonstrates that, but for the agency’s actions, it would have had a substantial chance of receiving the award. RFQ at 91.

Here, the record is clear that the VA did not consider VMSI’s (or other vendors’) CPARS data that were older than three years. Specific to VMSI’s evaluation, the contracting officer identified and moved four of the protester’s contracts from CPARS to the more than three years old category and did not further review them. COS at 17. The contracting officer did the same for DMA’s CPARS contracts that were more than three years old, identifying six contracts that were not further reviewed. *Id.* According to the protester, had the VA evaluated VMSI’s past performance consistent with the terms of the solicitation, the firm would have received some credit for its references that were more than three years old that also had demonstrated exceptional performance.⁶ Because past performance was of equal importance to price in the trade-off analysis, the evaluation error was not insignificant. The awardee’s price was \$2,432,378. AR,

⁶ Specifically, VMSI argues:

Applying the Agency’s purely numerical analysis to past performance, 100 [percent] of the performance ratings for these four excluded references were either “Exceptional” or “Very Good,” and 71.43 [percent] were “Exceptional.” Therefore, the Agency’s consideration of these references would have greatly improved the adjectival analysis of VMSI’s past performance by raising the number of overall performance references and “Exceptional” ratings. More importantly, a true qualitative analysis of the excluded references – which looks beyond the ratings – would demonstrate that VMSI has sustained excellent performance in the relevant services for a prolonged period of time, exhibiting VMSI’s superior experience and technical proficiency VMSI was substantially prejudiced by the Agency’s failure to follow the terms of the Solicitation.

Comments & Supp. Protest at 5 (citations omitted).

Tab 6, Awardee Quotation at 20. In contrast, the protester's price proposal amounted to \$2,997,106. *Id.*, Tab 7, Protester Quotation at 26. While the agency found "no incentive to the government justifying [VMSI's] higher price, *Id.*, Tab 4, SSDD at 20, based on its past performance evaluation, there appears to be a reasonable possibility that a proper past performance evaluation could have resulted in a best-value tradeoff identifying VMSI's quotation as representing the most advantageous to the agency.⁷ *Meridian Knowledge Sols., LLC*, B-420150 *et al.*, Dec. 13, 2021, at 7 (noting that this Office will resolve doubts regarding prejudice in favor of the protester; a reasonable possibility of prejudice is sufficient to sustain a protest). Accordingly, we sustain this allegation.⁸

⁷ The VA asserts that VMSI was not prejudiced because the protester failed to demonstrate how it would have displaced [DELETED], another vendor, when, according to the agency, "[DELETED] did not receive the award for a lower price than Protester and where [DELETED] had a better evaluated past performance than Protester." Supp. MOL at 25. As the protester points out, the agency's argument "that [DELETED] is next in line for award ignores that [the VA's] entire approach to conducting the past performance evaluation has been flawed." Supp. Comments at 25. In VMSI's view, the agency "cannot simply fiat that the past performance evaluation would be the same between [DELETED] and VMSI if conducted properly." *Id.* We agree. In this regard, the record reveals no--let alone, meaningful--comparison between [DELETED] and VMSI's quotations. See AR, Tab 4, SSDD. Because the agency failed to evaluate vendors' past performance consistent with the terms of the solicitation, we do not know how the agency would have fully considered VMSI's past performance in comparison to [DELETED] and the awardee's quotations. As such, we have no basis to speculate how the SSA would have viewed the relative merits of [DELETED] and VMSI's quotations in light of a new, reasonable past performance evaluation. See *Enviremedial Servs., Inc.*, B-423552, Aug. 28, 2025, at 13-14.

⁸ In addition, VMSI contends that the agency "applied evaluation criteria not included in the Solicitation" when the VA arbitrarily imposed "dollar value relevancy criteria not stated in the Solicitation" as part of the evaluation of past performance. Comments & Supp. Protest at 6-8, 9-15. The agency defends that it reasonably evaluated contract dollar value as an aspect of relevancy. Supp. MOL at 9-11, 12-16.

When a dispute exists as to a solicitation's requirements, we will first examine the plain language of the solicitation and will resolve the dispute by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *CMSoft, Inc.*, B-419370, Jan. 26, 2021, at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible; a patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error. Where a patent ambiguity is not challenged prior to submission of solicitation responses, we will not consider subsequent untimely arguments asserting the protester's own interpretation of the ambiguous provisions. *FFLPro, LLC*, B-411427.2, Sept. 22, 2015, at 10.

(continued...)

Price/Cost Schedule

The protester also contends the awardee failed to comply with a material solicitation requirement by not submitting an updated price/cost schedule. Comments & Supp. Protest at 18-20. According to VMSI, the agency should have removed DMA from the competition as a nonresponsive vendor. Supp. Comments at 23-24.

The solicitation initially provided a price/cost schedule with the number of full-time equivalents (FTEs) for each labor category and set a period of performance (POP) from December 1, 2025, to November 30, 2026. RFQ at 72. The RFQ required vendors to submit their price proposals using--*i.e.* completing--the schedule and that “[n]o other format for price proposals shall be accepted.” *Id.* at 89. Amendment 3 to the solicitation provided an updated price/cost schedule with a higher number of FTEs and shifted the period of performance by one month; that is, the POP changed from December 1, 2025 - November 20, 2026, to January 1, 2026 - December 31, 2026.⁹ *Id.* at 107; COS at 7. Vendors were required to sign the amendment, acknowledging the change. RFQ at 106. Both DMA and VMSI signed amendment 3 and submitted updated price/cost schedules with the new prices based on the updated FTE quantities. AR, Tab 6, Awardee Quotation at 17, 20; *id.*, Tab 7, Protester Quotation at 25-26.

For the period of performance, however, DMA’s amended price/cost schedule listed the same POP identified by the RFQ before the amendment, *i.e.*, December 1, 2025 -

(...continued)

As the protester points out, in evaluating vendors’ past performance, the agency utilized dollar thresholds that were never defined nor discussed in the solicitation and, in VMSI’s words, the VA simply “fabricated its own relevance criteria” to use in its evaluation. Supp. Comments at 6-7; Comments & Supp. Protest at 7. We note that the RFQ did not specifically ask for dollar value information in the PPRCWs or state that it would examine dollar value of contracts in the past performance evaluation. See RFQ at 91, 108. The problem with the protester’s argument, however, is that the solicitation did not establish *any* criteria nor provide *any* guidance on how the VA would evaluate past performance information for relevance other than to say that a firm without relevant past performance would receive a “neutral” rating. The RFQ thus contemplated some evaluation of relevance, but it was patently ambiguous about what information would be considered. As such, VMSI cannot now complain about the information the agency did in fact consider; rather, it should have challenged this patent ambiguity before the closing date established by the RFQ. 4 C.F.R. § 21.2(a)(1); see *AmaTerra Envtl. Inc.*, B-408290.2, Oct. 23, 2013, at 3. Having failed to do so, we dismiss this allegation as untimely. *Rotair Aerospace Corp.*, B-419570, Mar. 4, 2021, at 2 (finding protest untimely where protester failed to challenge terms of solicitation prior to date set for receipt of quotations).

⁹ In other words, the length of the POP (12 months) remained the same; only the start date changed, shifting from December 1, 2025, to January 1, 2026.

November 20, 2026. *Compare* AR, Tab 6, Awardee Quotation at 20 *with* RFQ at 107. As a result, the protester asserts that DMA did not comply with a material term of the solicitation and should have been eliminated from the competition. The agency defends the POP as a mere scrivener's error and was not material because the quotation still reflected the required 1-year base period and the prices properly reflected the updated quantities of FTEs. Supp. MOL at 21-23.

Clearly stated solicitation requirements are considered material to the needs of the government, and a quotation that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *Bridges Sys. Integration, LLC*, B-411020, Apr. 23, 2015, at 4. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services being provided. *Kratos Def. & Rocket Support Servs., Inc.*, B-413143, B-413143.2, Aug. 23, 2016, at 5.

Here, we do not find a basis to sustain the protest. Even if we were to conclude that the shift of the start date of the POP was a material term of the solicitation--and the agency relaxed those requirements by accepting DMA's quotation--we do not see how VMSI was competitively prejudiced by the error. Our Office has explained that an agency may waive or relax a material solicitation requirement when the award will meet the agency's actual needs without prejudice to the other offerors. *Lockheed Martin Corp.*, B-411365.2, Aug. 26, 2015, at 14. Unfair competitive prejudice from a waiver or relaxation of the terms and conditions of the solicitation for one offeror exists where the protester would have altered its proposal to its competitive advantage had it been given the opportunity to respond to the altered requirements. *Id.*

In this respect, VMSI has not explained how it would have altered its quotation to its competitive advantage had the firm been provided the opportunity to respond to the agency's relaxation of the solicitation requirements. In other words, the protester has not argued that, had it known the agency would permit a different POP start date than the one stated in the RFQ, VMSI would have changed its pricing in order to submit a more competitive quotation. See Comments & Supp. Protest at 18-20 (stating only that VMSI "was competitively prejudiced" by the agency's action); Supp. Comments at 21-24 (arguing awardee should have been found nonresponsive). Accordingly, we deny the allegation. *Platinum Bus. Corp.*, B-415584, Jan. 18, 2018, at 4 (finding protester was not prejudiced by agency's relaxation of a material solicitation requirement where it did not specify how it would have changed its proposal).

RECOMMENDATION

For the reasons discussed above, we conclude that the VA's evaluation of past performance was inconsistent with the stated terms of the solicitation, and as a result, its source selection decision was flawed. We recommend that the agency conduct and document a new past performance evaluation consistent with the solicitation's stated evaluation criteria and the above discussion. Following the reevaluation, the agency should make and document a new source selection decision. Alternatively, if the

agency wishes to revise the past performance evaluation criteria, we recommend that the VA amend the solicitation to better reflect its requirements. If the agency chooses to amend the solicitation, vendors should be permitted to submit revised quotations for evaluation.

We also recommend that the agency reimburse the protester's reasonable costs associated with filing and pursuing its protest, including attorneys' fees. 4 C.F.R. § 21.8(d). The protester's certified claims for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after the receipt of this decision. 4 C.F.R. § 21.8(f).

The protest is sustained in part and denied in part.

Edda Emmanuelli Perez
General Counsel