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Decision

Matter of: Metropolitan Life Insurance Company

File: B-412717; B-412717.2

Date: May 13, 2016

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DIGEST

1. Protest challenging the agency's evaluation of the technical merit and technical risk of proposals is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest challenging the agency's evaluation of the awardee's past performance is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
 3. Protest challenging the agency's best-value tradeoff selecting a lower technically-rated, lower-priced proposal is denied where the decision was reasonable and consistent with the terms of the solicitation.
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DECISION

Metropolitan Life Insurance Company (MetLife), of New York, New York, protests the award of a contract to United Concordia Companies, Inc. (UCCI), of Harrisburg, Pennsylvania, under request for proposals (RFP) No. HT9402-15-R-0001, which

was issued by the Defense Health Agency (DHA), for dental insurance in connection with the Tricare Dental Program (TDP). MetLife challenges the agency's evaluation of proposals under the technical approach and past performance evaluation factors, as well as DHA's resulting best-value determination.

We deny the protest.

BACKGROUND

The RFP, which was issued on March 11, 2015, and subsequently amended seven times, contemplated the award of a fixed-price incentive contract to provide a comprehensive worldwide dental healthcare insurance program for eligible family members of military personnel for a 12-month base period, and five 1-year option periods. RFP at 19-28, 44.¹ The contractor will be required to establish and maintain a dental care provider network for locations within the continental United States; maintain an online non-network dentist directory for specified locations outside the continental United States; and provide various administrative, customer support, and educational services. Contracting Officer's Statement of Facts (Mar. 18, 2016) at 2. MetLife is the incumbent contractor for these requirements.²

The RFP provided for award on a best-value basis and established four evaluation factors: (1) technical approach; (2) past performance; (3) price; and (4) small business participation. Price was the most important individual factor. When the equally-weighted technical approach and past performance factors were combined, however, they were to be significantly more important than price. The small business participation factor was to be evaluated for acceptability in accordance with the RFP's requirements. RFP at 328.

Under the technical approach factor, the RFP established three equally-weighted subfactors: (1) network development and maintenance; (2) beneficiary and provider services; and (3) management approaches. *Id.* The RFP provided that an offeror's technical approach would be evaluated for technical merit under each of the subfactors to determine the degree to which the proposed approach met or exceeded the RFP's requirements. *Id.* at 329. The RFP further provided that, in addition to the evaluation of technical merit, proposals would be evaluated under each of the subfactors for technical risk based on the degree to which the offeror's

¹ The page numbers cited herein refer to the page numbering the agency provided in producing its report responding to MetLife's protest. Additionally, references to the RFP herein are to the version conformed through amendment No. 7.

² Before the previous award to MetLife, UCCI was the incumbent TDP contractor. See United Concordia Cos., Inc., B-404740, Apr. 27, 2011, 2011 CPD ¶ 97 at 2.

proposed technical approach could cause the potential for disruption of schedule, increased costs, degradation of performance, the need for increased government oversight, or the likelihood of unsuccessful contract performance. Id. at 330.

With regard to past performance, the RFP provided that DHA would evaluate the relevancy of an offeror’s past performance references based on the scope and magnitude of effort and complexities that had been performed, and would also assign performance ratings for the references. Id. at 332-33. Based on the relevancy assessments and performance ratings, the solicitation provided that DHA would assign each offeror’s proposal an overall confidence rating. Id. at 333-34. With regard to price, the RFP provided that each offeror’s total proposed price would be evaluated for reasonableness, and all priced line items would be reviewed for unbalanced pricing. Id. at 335.

In April 2015, four offerors submitted initial proposals, including MetLife and UCCI. Agency Report (AR), Tab 56, Source Selection Decision (Jan. 26, 2016), at 5. Thereafter, the agency evaluated proposals, conducted discussions, and solicited further proposal revisions following amendments to certain applicable law. Id. In January 2016, final revised proposals were submitted and thereafter evaluated. As relevant here, DHA’s final evaluation for MetLife and UCCI was as follows:

	MetLife	UCCI
Technical Approach		
Network Development/ Maintenance	Outstanding/Low Risk (14 Strengths)	Outstanding/Low Risk (10 Strengths)
Beneficiary/Provider Services	Outstanding/Low Risk (15 Strengths)	Outstanding/Low Risk (10 Strengths)
Management Approaches	Outstanding/Low Risk (7 Strengths)	Outstanding/Low Risk (12 Strengths)
Past Performance	Substantial Confidence	Substantial Confidence
Small Business Participation	Acceptable	Acceptable
Total Evaluated Price	\$3,137,512,826	\$2,931,102,425

Id. at 8.

DHA conducted a multi-stage evaluation. First, the Source Selection Evaluation Board (SSEB) included a technical evaluation team (TET), a past performance evaluation team (PPET), and a price evaluation team. The SSEB Chair was tasked with ensuring that the SSEB followed the RFP’s evaluation process and applied the evaluation criteria consistently to each offeror, and authoring a report summarizing the SSEB’s findings for the Source Selection Advisory Council (SSAC). AR, Tab 58, SSEB Chair Report (Jan. 20, 2016), at 1. Next, the SSAC prepared a written comparative analysis and recommendation to the Source Selection Authority

(SSA) regarding which proposal the SSAC believed represented the best value for the government. AR, Tab 57, SSAC Report (Jan. 22, 2016), at 1.

Finally, the SSA performed a comparative analysis of proposals and authored the source selection decision. AR, Tab 56, Source Selection Decision (Jan. 26, 2016), at 1.³ The SSA reviewed the SSEB and SSAC evaluation findings, and while he agreed with most of the findings and the overall ratings, he did take exception to two evaluation findings. See id. at 13. After conducting a comparative assessment of all four proposals across all of the evaluation criteria, the SSA determined that MetLife's proposal was the strongest under technical approach subfactors 1 and 2, and UCCI's proposal was the strongest under technical approach subfactor 3. Id. at 37. In his tradeoff decision, the SSA found that, although MetLife's overall technical approach was the most advantageous, "when considering UCCI's lower price along with its strong technical approach, low risk, and past performance confidence rating, MetLife's non-price factor advantage [did] not offer enough benefit to the Government to justify its higher price." Id. at 38. Following a debriefing, MetLife filed this protest with our Office.

DISCUSSION

MetLife challenges DHA's evaluation of proposals under the technical approach and past performance factors, as well as the resulting best-value determination. First, the protester alleges that the agency unreasonably failed to identify weaknesses and risks in UCCI's technical proposal that should have resulted in lower technical merit and risk ratings. MetLife also contends that DHA failed to recognize several unique strengths in the protester's own proposal, which had the effect of unreasonably minimizing MetLife's technical advantage. Second, the protester alleges that the agency unreasonably ignored adverse past performance information associated with UCCI's performance on another relevant DHA-issued contract when assigning the awardee the highest possible past performance rating. Based on these and other errors, MetLife challenges the SSA's best-value determination. For the reasons set forth herein, we deny the protest.⁴

³ In addition to the formal evaluation process outlined above, two independent peer reviews were conducted. The Directorate of Procurement Solicitation and Contract Review Board (SCRB) conducted a peer review and provided feedback throughout the procurement process. See AR, Tab 68, SCRБ Action Reports (various dates). Additionally, an external Defense Procurement and Acquisition Policy Review Team also conducted an independent peer review of the procurement. See AR, Tab 69, Peer Review Reports (various dates).

⁴ MetLife raises other collateral arguments. While we do not specifically address every argument herein, we have considered all of the additional assertions and find that none provides a basis on which to sustain the protest. Additionally, our Office previously dismissed as untimely the protester's allegation in its post-award protest
(continued...)

Evaluation Under The Technical Approach Factor

MetLife advances three primary challenges to DHA's evaluation of proposals under the technical approach factor. First, the protester alleges that the agency erred in its evaluation of the technical merit and risk of UCCI's proposal because the awardee failed to provide sufficient detail regarding its proposed network's depth and capacity. Next, MetLife argues that DHA failed to properly evaluate whether UCCI's technical approach would create an unreasonable risk that beneficiaries would incur increased out-of-pocket costs. Third, the protester alleges that DHA failed to identify several strengths associated with MetLife's proposal under the management approaches subfactor.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Computer World Servs. Corp., B-410513, B-410513.2, Dec. 31, 2014, 2015 CPD ¶ 21 at 6. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. Id. A protester's disagreement with the agency's evaluation, without more, does not establish that the agency acted unreasonably. Strategic Resources, Inc., B-411024.2, Apr. 29, 2015, 2015 CPD ¶ 200 at 4.

UCCI's Network Definition

MetLife first alleges that DHA unreasonably evaluated UCCI's proposal by failing to require UCCI to provide detailed information regarding its proposed network, as required by the RFP. Specifically, the protester contends that the awardee proposed a new, unique network for these requirements, but failed to satisfy the RFP's "heightened proposal submission requirements" by not providing specific details regarding the composition of the proposed network (e.g., the number of providers and access points). See Supp. Protest (Mar. 14, 2016) at 4, 8;

(...continued)

that DHA improperly disclosed an aspect of the protester's proprietary technical approach through RFP amendment No. 3. Further, MetLife initially alleged that DHA had failed to engage in meaningful discussions when it failed to disclose to the protester that its price was too high to be competitive. See Protest (Feb. 8, 2016) at 48-50. The protester, however, failed to rebut or otherwise substantively address in its comments the agency's response to the protest allegation. Accordingly, we conclude that the protester abandoned this protest ground. SRM Grp., Inc., B-410571, B-410571.2, Jan. 5, 2015, 2015 CPD ¶ 25 at 8 n.5; Atmospheric Research Sys., Inc., B-240187, Oct. 26, 1990, 90-2 CPD ¶ 338 at 3.

Comments (Mar. 31, 2016) at 6-8. DHA and UCCI respond that the evaluators reasonably evaluated the merits and risk of the awardee's proposed approach to building and maintaining its network, and that the protester effectively seeks to read into the RFP requirements for specific network detail that were not contemplated by the solicitation. We find that DHA's evaluation of the offerors' proposed networks was reasonable and sufficiently documented.

The RFP required that offerors propose a network to meet or exceed the following minimum network access standard: (1) 95% of enrollees shall have access to a general dentistry network provider within 35 driving miles of their place of residence; and (2) be able to obtain an appointment within 21 calendar days of requesting an appointment. RFP at 321. In relevant part, the RFP provided with respect to the network development and maintenance subfactor that:

The offeror shall describe how it will develop/maintain a quality network prior to the start of dental healthcare delivery and maintain the network continuously thereafter. If the network does not exist or the current network does not meet the minimum access standards, the offeror shall describe how it will build and/or develop the network to ensure that the network access standards are achieved at the start of dental healthcare services and continuously maintained thereafter.

Id.

Thus, the RFP required each offeror to describe how it would develop and maintain a quality network, and, in the case of a new or not-yet compliant network, to also describe how it would build and develop a network that would be compliant with the RFP's network access standard (i.e., 95% of enrollees to have access to a general dentist within 35 driving miles of their place of residence, and the ability to schedule an appointment within 21 days).

As an initial matter, MetLife's repeated assertions that offerors proposing a new network had to meet a "heightened" standard are not supported by the RFP. Read in context, the above provision is reasonably understood to provide that an offeror was not required to have an existing or fully-compliant network at the time of proposal submission. The provision only required that an offeror proposing a new or not-yet compliant network explain how it will prepare a fully compliant network for timely and continuous performance. This requirement to demonstrate that the proposed network will meet the applicable access requirements did not impose any

“heightened” requirements on offerors without a current compliant network in place.⁵

UCCI’s proposal addressed both ensuring compliance with the minimum access standards and described how it would develop and maintain a compliant network. First, UCCI proposed to exceed the minimum access standards. As addressed above, the RFP required that 95 percent of enrollees shall have access to a general dentist network provider within 35 driving miles of their residences and be able to secure an appointment within 21 days of requesting a non-emergency appointment. RFP at 321. UCCI proposed to exceed the standard by proposing that [DELETED] percent of enrollees will have access to a general dentist within [DELETED] driving miles of their residences and be able to secure an appointment within 21 days of requesting an appointment. AR, Tab 63, UCCI Final Tech. Proposal (Nov. 13, 2015), at 7. The awardee proposed [DELETED] its more stringent proposed standard. Id. UCCI also proposed access standards [DELETED], even where the RFP did not include any minimum access standards for [DELETED]. See id. at 25-26.⁶

Regarding the development and maintenance of a quality and compliant network, UCCI explained that it leveraged its existing, contracted networks to tailor a new custom network for the TDP. Id. at 5. The awardee explained that its prior incumbent TDP network (which provided [DELETED] percent of TDP enrollees with access to a general dentist within 35 miles and 21 days of an appointment request) was subsequently used to create the network being used to perform UCCI’s current Active Duty Dental Program (ADDP) contract. Id. To customize its existing networks for this contract, UCCI explained that it used eligible beneficiary utilization data provided in the RFP to focus on areas with greater TDP beneficiary

⁵ Similarly, we find no support for MetLife’s assertions that the RFP required detailed information regarding the number of providers or the depth of an offeror’s proposed network in order to obtain an outstanding/low risk rating. See Supp. Protest (Mar. 14, 2016) at 7-8; MetLife’s Comments (Mar. 31, 2016) at 11-12 n.2. We note that the solicitation resulting in the award of MetLife’s current incumbent contract specifically required offerors to provide information about their provider network sizing model, including demonstrating “the number of general dentistry providers determined appropriate by the offeror’s model to achieve the minimum standards.” AR, attach. No. 1, Excerpts of Solicitation No. H94002-04-R-0002, amend. No. 3, at 77. This (or a similar) requirement for detailed network provider data, however, was not included in the RFP at issue here. To the extent the protester effectively contends that the RFP should have included a similar requirement, MetLife presents an untimely post-award challenge to the terms of the solicitation. See 4 C.F.R. § 21.2(a)(1).

⁶ UCCI also proposed to provide enrollees with [DELETED]. AR, Tab 63, UCCI Final Tech. Proposal (Nov. 13, 2015), at 7.

populations for targeted recruitment efforts. Id. The awardee represented that it will use proprietary reporting tools to monitor changes in provider demographics and enrollee data to ensure that access standards are being met. Id. at 19. UCCI also provided examples of the procedures it will utilize to recruit general and/or pediatric providers to ensure proper provider to enrollee ratios, as well as its plan to [DELETED] from the enrollee's place of residence. Id. at 22-24.

UCCI represented that all TDP network dentists will undergo an initial credential review and re-credentialing review every [DELETED], as well as a re-review of active state dental licensure at the time of license expiration and a [DELETED] check for eligibility to perform on federal contracts. Id. at 15. Network providers will be required to submit a credentialing application, including malpractice and licensure information. Id. at 11. The awardee explained that it will use [DELETED], a URAC accredited and National Committee for Quality Assurance certified Credentials Verification Organization, for verification of TDP provider data. Id. UCCI further represented that it will require all providers to execute a TDP-specific network agreement that, among other provisions, will require the provider to accept UCCI's allowances for covered services, appoint patients within 21 days, follow TDP standards of care, and provide annual verification of program requirements. Id.

UCCI also represented that it would [DELETED], which will [DELETED] based on certification, quality, and claims submission thresholds. Id. at 8, 9-10. The awardee explained that [DELETED] would lead to more consistent care, communication, and documentation, which would result in better oral health and increased satisfaction for beneficiaries and better outcomes for DHA. Id. at 8. UCCI also represented that [DELETED] will be [DELETED] based upon UCCI's [DELETED], be eligible for [DELETED], and get [DELETED], which will increase provider satisfaction. Id. at 8, 10-11.

UCCI proposed [DELETED] network retention and increasing provider satisfaction. Id. at 13. The awardee also proposed to establish a National Dental Advisory Council to provide feedback on best dental practices, policies, industry issues, and trends, and a [DELETED]. Id.

The TET concluded that UCCI's proposed approach demonstrated a sound approach for building and/or developing a quality general dentistry provider network that will ensure that the access standard is met at the start of dental health services consistent with the RFP's requirements. AR, Tab 59, TET Report For UCCI Under Subfactor 1 (Nov. 18, 2015), at 7. The TET's analysis emphasized UCCI's experience in administering government dental programs, including its recent TDP contract, which exceeded the contract's network access requirements. Id. at 7-8. The TET also emphasized the proposed provider credentialing, the provisions of the proposed network provider agreements, and the proposed [DELETED]. Id.

at 8, 9-10. Furthermore, the TET noted the awardee's clinical quality and utilization management program and accreditations. Id. at 9.

The TET further found that UCCI proposed a sound approach for maintaining its general dentistry network, monitoring provider network access, and correcting instances of network inadequacy. Id. at 15. The TET emphasized the proposed [DELETED] network retention. Id. The TET also pointed to the awardee's network recruiting strategies, proposed use of reporting tools to monitor provider demographics and enrollee data, and proposed use of [DELETED]. Id. at 15-16.

On this record, we find that the agency reasonably evaluated UCCI's technical approach in accordance with the RFP's criteria. As addressed above, the awardee's proposal addressed--and the agency reasonably evaluated--how the proposed technical approach would meet or exceed the RFP's access standards and how the network would be developed and maintained. To the extent MetLife complains that DHA could not reasonably have assigned an outstanding/low risk rating to UCCI's proposal because the awardee did not provide information not required by the RFP, we find no basis to sustain the protest.

Furthermore, we find no merit to MetLife's argument that DHA failed to reasonably evaluate the relative strength of the protester's proposed network. The contemporaneous record shows that DHA in fact assessed several strengths for the composition and depth of the protester's proposed network. AR, Tab 57, SSAC Report (Jan. 22, 2016), at 127-29. Based on these and other strengths, the agency found that MetLife's technical approach was superior to all other offerors' technical approaches. See id. at 123 (finding MetLife proposed the "strongest overall benefit" for subfactor 1 because MetLife proposed enhanced access to general dentist providers, and the evaluators found that access was "the most beneficial strength by a significant amount over all other assigned strengths"); AR, Tab 56, Source Selection Decision (Jan. 25, 2016), at 37 (finding MetLife's enhancements, including improved network access, made it the most advantageous proposal under technical subfactors 1 and 2). Thus, the record shows that DHA agreed with MetLife that its proposed network warranted several evaluated strengths. The protester's disagreement with the agency's judgment regarding the relative merits of the competing proposals fails to state a sufficient basis for sustaining the protest. See, e.g., General Dynamics Land Sys., B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11 ("A protester's disagreement with the agency's judgments about the relative merit of competing proposals does not establish that the evaluation was unreasonable."). Therefore, we deny MetLife's challenge to DHA's technical evaluation.

Analysis of Costs to Beneficiaries

In a related argument, MetLife also contends that UCCI's technical approach should have been rated lower for technical merit and higher for technical risk had DHA

properly considered the potential risks associated with the awardee's low proposed price. Specifically, the protester contends that, in light of the awardee's overall low total proposed price in relation to the other offerors and the independent government estimate, it is likely that UCCI is offering providers low proposed reimbursement rates. Based on this assumption, MetLife argues that UCCI will be unable to adequately recruit and retain sufficient network providers, which in turn will force beneficiaries to seek out-of-network care, thus causing beneficiaries to incur increased out-of-pocket costs. See Protest (Feb. 8, 2016) at 19-32; MetLife's Comments (Mar. 31, 2016) at 26-32.

DHA and UCCI both sought to dismiss this protest ground that they characterized as effectively alleging that the awardee cannot perform at its proposed fixed-price. The agency and intervenor contend that this is tantamount to an argument that the agency should have conducted a price realism evaluation, which was not required by the terms of the RFP. Cf. United Concordia Cos., Inc., supra, at 15-16 (finding that similar price evaluation criteria in the prior TDP solicitation did not require a price realism evaluation). While we agreed that the RFP did not provide for a price realism evaluation, and that such a challenge by MetLife would be without a basis, our Office declined to dismiss the protest ground because MetLife tied its protest allegation to the technical risk evaluation criterion, which stated that DHA would evaluate an offeror's technical approach for, among other concerns, the risk of "increased costs." RFP at 330. In response to our denial of the requests for dismissal, the agency represented that it did not evaluate or attempt to quantify potential non-premium beneficiary costs under any offeror's technical approach. See Email from DHA Counsel (Feb. 24, 2016) at 1. Thus, the question presented is whether the RFP required DHA to consider as part of its technical risk assessment the potential for beneficiaries to incur increased out-of-pocket costs as a consequence of an offeror's proposed provider reimbursement rate structure. We find that the RFP did not require, or otherwise contemplate, this analysis.

As explained above, the RFP required DHA to evaluate each offeror's proposed technical approach for merit, which was effectively the extent to which a proposal met or exceeded the RFP's requirements, and risk, which was effectively the risk that an offeror's approach could lead to degradation or disruption of performance, increased costs, the need for greater government oversight, or the likelihood of unsuccessful contract performance. RFP at 329-30. As discussed herein, we find that DHA reasonably evaluated the adequacy and merits of UCCI's proposed network and beneficiary services in accordance with the RFP's evaluation criteria.

In this regard, the agency reasonably evaluated whether the awardee's approach satisfied the RFP's minimum requirements and identified several instances where the proposal exceeded the requirements or presented unique benefits to DHA, beneficiaries, and providers. DHA specifically identified strengths associated with UCCI's approach that would promote network utilization and satisfaction, which

would result in benefits for beneficiaries. Indeed, the agency found that UCCI specifically proposed to exceed the network access standards and [DELETED].

To be clear, the RFP did not require offerors to identify or otherwise provide their proposed provider reimbursement rates and no offeror, to include MetLife, provided such information in its proposal. Accordingly, we find no support in the RFP for the protester's contention that DHA was required--or even capable based on the contents of proposals contemplated by the RFP--to evaluate offerors' proposed provider reimbursement rates and the potential down-stream effect such rates could have on network utilization, as well as the further potential consequence of beneficiaries electing to use out-of-network services at their own expense.⁷

MetLife argues that DHA in fact considered potential out-of-pocket expenses to beneficiaries, thereby precluding the agency from claiming that such a consideration was not contemplated by the RFP. See MetLife's Comments (Mar. 31, 2016) at 36-40. The protester, however, does not accurately characterize the nature of the agency's contemporaneous evaluation. The record shows that, as part of their analysis of the adequacy of an offeror's proposed network, the evaluators identified and awarded strengths based on features of offerors' proposed approaches that would increase network utilization, beneficiary satisfaction, and positive health results, all of which could have the effect of decreasing beneficiary out-of-pocket costs. None of these considerations rely on an analysis of provider reimbursement rates, which MetLife claims the agency should have considered.

For example, the TET evaluated unique strengths for both MetLife and UCCI based on their proposed network retention targets. The TET evaluated a strength for the protester's commitment to limit annual network turnover to [DELETED] or less. See AR, Tab 57, SSAC Report (Jan. 22, 2016), at 30. The TET also evaluated a strength for the awardee's commitment [DELETED] to maintain network retention of [DELETED] or higher. Id. The SSAC explained that network retention is important because:

High turnover of network providers may force beneficiaries to switch dental providers so that they can continue to see a network provider and enjoy the decreased costs associated with receiving their care from a network provider. Alternatively, if the enrollee stays with the provider (who is now out of network) the enrollees

⁷ To the extent that MetLife argues that UCCI will not be able to perform at its proposed fixed price, that allegation concerns the awardee's responsibility. Our Office will not review the agency's determination that UCCI was responsible absent circumstances not alleged here. 4 C.F.R. § 21.5(c); Semont Travel, Inc., B-291179, Nov. 20, 2002, 2002 CPD ¶ 200 at 5.

will likely pay higher fees associated with seeking care from a non-network provider.

Id.

The SSAC concurred with the TET's assessment of strengths for MetLife and UCCI based on their proposed commitment to guaranteeing network retention. See id. at 9, 21. As another example, both MetLife and UCCI were awarded strengths for proposing access standards for [DELETED]. The SSAC concluded that these approaches were advantageous and warranted strengths because they provided provider access standards that exceeded the RFP's minimum access standards, may result in decreased out-of-pocket expenses for beneficiaries, and may increase oral health. Id. at 31.

As these examples demonstrate, DHA did not consider potential beneficiary out-of-pocket costs in connection with an analysis of proposed provider reimbursement rates, which, as explained above, was not contemplated by the RFP. Rather, consistent with the solicitation's evaluation criteria, the agency evaluated whether an offeror's technical approach would have the effect of increasing network utilization and satisfaction, which in turn would lead to higher beneficiary enrollment and satisfaction, and thus potentially reduce the number of beneficiaries incurring costs for out-of-network services. On this record, we find no basis to sustain MetLife's protest.

Evaluation of MetLife's Proposal Under Subfactor 3

MetLife also argues that DHA failed to reasonably evaluate several strengths in its proposal, which would have lessened or eliminated the perceived technical advantage of UCCI's proposal under the management approaches subfactor. See Protest (Feb. 8, 2016) at 33-36; MetLife's Comments (Mar. 31, 2016) at 44-45. The agency responds that the evaluators reasonably evaluated the protester's proposal and concluded that the features raised in the protest met the requirements, but did not warrant strengths. See AR at 38-44. We find no basis to sustain the protest.

For example, MetLife argues that it should have been awarded an additional strength based on its proposed [DELETED]. Pursuant to the RFP, DHA was to evaluate an offeror's proposed approach for increasing enrolled members' utilization of diagnostic and preventative services. RFP at 332; see also id. at 31 (requiring the contractor to educate beneficiaries about the benefit of utilizing diagnostic and preventative services). MetLife's proposed [DELETED] included two key components. First, the protester guaranteed to increase utilization of [DELETED]. Second, MetLife committed to [DELETED]. AR, Tab 25, MetLife Final Tech. Proposal (Nov. 19, 2015), at 75-76.

The TET found that MetLife's guarantee to increase [DELETED] utilization warranted a strength because increased usage would lead to health benefits for beneficiaries, cost savings for the government due to fewer beneficiaries requiring restorative procedures, and increased professional satisfaction for providers due to disease prevention for their patients. AR, Tab 9, TET Report for MetLife Under Subfactor 3 (Nov. 18, 2015), at 67. The evaluators, however, concluded that the [DELETED], while contributing to increased utilization, did not warrant a unique strength because it only met the RFP's beneficiary education requirements. Id. While the agency found that the protester's guarantee to increase [DELETED] usage warranted a unique strength because of its health, cost, and provider satisfaction benefits, it concluded that the [DELETED] did not warrant a unique strength because it only fulfilled the RFP's beneficiary education requirements. We find no basis to question the evaluators' decision to assign MetLife's proposal only one strength for its [DELETED]-related approach. As set forth above, our Office does not reevaluate proposals and will not substitute our judgment for that of the agency. Computer World Servs. Corp., supra.

While we do not herein discuss all of the alleged "missed" strengths, we have considered each of the protester's assertions that the agency improperly failed to assign several additional strengths to the firm's proposal. DHA's judgment that the features identified in MetLife's protest did not significantly exceed the requirements of the RFP, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that we will not disturb where MetLife has failed to demonstrate that the evaluation was unreasonable. See INDUS Tech., Inc., B-411702 et al., Sept. 29, 2015, 2015 CPD ¶ 304 at 7 n.5.

Evaluation Under The Past Performance Factor

MetLife also challenges DHA's evaluation of UCCI's past performance as warranting a substantial confidence assessment. Specifically, the protester alleges that, based on anecdotal feedback it has received from providers and allegedly supporting statements in DHA-authored contractor performance assessment reports (CPAR), UCCI has struggled to retain sufficient network providers on the awardee's relevant, current Active Duty Dental Program (ADDP) contract due to low reimbursement rates. See Protest (Feb. 8, 2016) at 47; MetLife's Comments (Mar. 31, 2016) at 49-51. MetLife argues that the agency irrationally ignored this adverse past performance information, which, if reasonably considered, should have resulted in a lower confidence rating because of the risk that the awardee will struggle to retain providers on this contract due to similarly low reimbursement rates. For the reasons that follow, we find no basis to sustain the protester's challenge to DHA's past performance evaluation.⁸

⁸ MetLife also initially alleged that DHA failed to consider certain transition-related issues arising from the transition from UCCI's prior TDP contract to MetLife's

(continued...)

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of agency discretion which we will not disturb unless the agency's assessments are unreasonable, inconsistent with the solicitation criteria, or undocumented. Fox RPM Corp., B-409676.2, B-409676.3, Oct. 20, 2014, 2014 CPD ¶ 310 at 3. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 10.

In accordance with the terms of the RFP, the PPET evaluated each offeror's past performance based on: (1) the relevancy of the contracts; (2) the quality of performance of the contract; and (3) the offeror's ability to perform the requirements of the solicitation. AR, Tab 12, PPET Report for UCCI (Oct. 20, 2015), at 2 (citing RFP, §§ L.7 and M.5). With respect to UCCI, the PPET reviewed past performance questionnaires (PPQ) submitted for the following three contracts identified by the awardee: (1) the previous TDP contract (which was found to be very relevant); (2) the Office of Personnel Management Federal Employees Dental and Vision Insurance Program (FEDVIP) contract (which was found to be very relevant); and (3) a Life & Specialty Ventures (LSV) nationwide dental program contract (which was found to be somewhat relevant). AR, Tab 12, PPET Report for UCCI (Oct. 20, 2015), at 2. Additionally, the PPET reviewed available CPARs for UCCI's previous TDP contract and its former and current ADDP contracts. Id.⁹

With respect to the TDP, FEDVIP, and LSV contracts, the PPET prepared individual reports detailing DHA's evaluation of the relevancy and quality of performance for each contract. Id. at 9-26. For example, with respect to UCCI's former TDP contract, the PPET considered the information regarding the contract submitted in UCCI's proposal, the PPQ authored by the relevant contracting officer's representative (COR), and the available CPARs. Id. at 10-11. After concluding that the contract was very relevant based on the number of annual processed claims and beneficiaries under the contract, the PPET reviewed and summarized the

(...continued)

current TDP contract. See Protest (Feb. 8, 2016) at 46-47. MetLife did not respond to the agency's substantive response in the Agency Report to the allegations. Therefore, our Office concludes that the protester has abandoned these protest allegations. SRM Grp., Inc., supra; Atmospheric Research Sys., Inc., supra.

⁹ The PPET report included several ADDP related CPARs as attachments, six CPARs for contract No. H94002-08-C-0004 for the period of September 26, 2008 through July 31, 2014, and two CPARs for contract No. HT9402-14-D-0001 for the period of December 2, 2013 through July 31, 2015. AR, Tab 13, UCCI CPARs, at 49-60, 64-87.

COR's comments from the PPQ. Id. at 9, 11-15. In addition to the COR's positive PPQ responses, the PPET also reviewed the three most recent CPARs for the contract, which reflected nearly uniform exceptional ratings. Id. at 16 (summarizing the CPARs included in AR, Tab 13, UCCI CPARs, at 38-48).

After also considering the information in UCCI's proposal and the PPQs for the FEDVIP and LSV contracts and the available CPARs for the ADDP contracts (which all included ratings ranging from satisfactory to exceptional), the PPET prepared a 5-page summary comparing the quality of performance information across the contracts. AR, Tab 12, PPET Report for UCCI (Oct. 20, 2015), at 3-7. Based on UCCI's recent, relevant, and favorable performance record, the PPET concluded that there was a high expectation that UCCI would successfully perform the required effort and assigned a performance confidence rating of substantial confidence. Id. at 8. The SSAC reviewed and agreed with the PPET's past performance confidence assessment. AR, Tab 57, SSAC Report (Jan. 22, 2015), at 120-21.

MetLife does not challenge DHA's evaluation of the relevancy, quality, or probative value of UCCI's performance on the prior TDP contract, the FEDVIP contract, the LSV contract, or the prior ADDP contract. Rather, the protester argues that UCCI's alleged inability to retain an adequate number of specialty network providers under its current ADDP contract should have resulted in a lower overall confidence assessment. Even assuming that this single alleged area of concern arising under one contract would be sufficient to call into question the agency's otherwise unchallenged evaluation of the totality of UCCI's relevant past performance, we find MetLife's protest on this basis to be without merit.

As a preliminary matter, we find that MetLife's reliance on selected, allegedly adverse passages from two of the ADDP CPARs is unavailing because the passages cited by the protester are not from the final versions of the CPARs. Pursuant to Federal Acquisition Regulation § 42.1503(d), an agency is responsible for preparing initial past performance assessments and then providing the evaluated contractor the opportunity to submit comments, rebutting statements, or additional information. Here, it is readily apparent from the face of the ADDP CPARs that the passages cited by MetLife were included in the initial assessments, but then were materially revised by DHA after UCCI responded to the initial assessments.

For example, MetLife cites to a passage from the ADDP CPAR for the period December 2, 2013 to July 31, 2014 where the assessing official noted "strong concerns" regarding specialty providers leaving UCCI's network as evidence that UCCI has a history of failing to recruit a sufficient number of providers due to low reimbursement rates. See MetLife's Comments (Mar. 31, 2016) at 50-51 (citing AR, Tab 13, UCCI CPARs, at 78). It is clear, however, that the assessing official's initial comments did not constitute the agency's final evaluation conclusions. In the

section of the CPAR following the header “Response to Contractor Comments,” the assessing official specifically found that:

The Government concurs with UCCI's assertion regarding the STAR program. Reportedly, some of the potential STAR providers [that] have opted not to participate did so due to lower reimbursement rates under the new contract, while others have opted out due to their inability to place plan required amalgam fillings, rather than composite resin fillings. There may also be other reasons for not participating in the STAR program. The Government does not have a standard in place for specialty providers due to widely varying availability across the wide geographic scope of the contract. As such, UCCI is in full compliance with contract requirements for specialty providers. The Government is favorably impressed with UCCI's efforts to address the lack of specialty providers in those areas where shortages have been identified.

AR, Tab 13, UCCI CPARs, at 79 (emphasis added).¹⁰

We find nothing unreasonable in the PPET's consideration of the final CPAR in its evaluation of UCCI's past performance, rather than information contained in a preliminary CPAR that was subsequently superseded. Cf. Nat'l Gov't Servs., Inc., B-412142, Dec. 30, 2015, 2016 CPD ¶ 8 at 16 n.27 (finding that an agency reasonably declined to consider information in a draft CPAR).

Beyond the irrelevant preliminary CPAR passages addressed above, MetLife argues that DHA nevertheless should have been aware of UCCI's alleged network retention shortcomings on the current ADDP contract due to complaints from providers regarding low reimbursement rates. The COR for the ADDP contract acknowledged that he was aware of some anecdotal reports that network providers indicated that they were leaving UCCI's network due to low reimbursement rates. AR, attach. No. 3, ADDP COR Decl. (Mar. 17, 2016), ¶ 9. The COR, however, did not give any significant weight to these anecdotal reports, noting that provider turnover is not unusual and networks continually recruit new providers. Id. More

¹⁰ Similarly, the passage relied on by MetLife from the ADDP CPAR for the period of August 1, 2014 to July 31, 2015 appears in the section including the assessing official's initial comments. See MetLife's Comments (Mar. 31, 2016) at 50 (citing AR, Tab 13, UCCI CPARs, at 86). As with the passage above, the passage from this CPAR is not included in the final narrative, and the assessing official provided subsequent clarification that the cited issue “is not indicative of unsatisfactory management by UCCI” and that “[o]verall, UCCI continues to effectively manage and administer the ADDP benefit in a satisfactory manner.” Id. at 84.

importantly, the COR relied on the fact that UCCI's final, documented past performance record indicated that UCCI had exceeded all applicable contractual network standards for the first option period and continues to do so during the second option period. Id. In addition, the available CPARs for the current ADDP contract further reflected that UCCI has received performance ratings ranging from satisfactory to exceptional. AR, Tab 13, UCCI CPARs, at 78, 83. Furthermore, as addressed above, the assessing official noted that DHA was "favorably impressed" with UCCI's recruiting efforts, and that UCCI "continues to effectively manage and administer the ADDP benefit in a satisfactory manner." Id. at 79, 84. On this record, we find no basis to question the reasonableness of DHA's evaluation.

Source Selection Decision

Finally, based on DHA's alleged evaluation errors, MetLife asserts that the price technical tradeoff was flawed, and, as result, the award decision was unreasonable. See Protest (Feb. 8, 2016) at 52-54. As set forth herein, however, we have found no basis to object to the agency's evaluation of the offerors' proposals. Additionally, we find the source selection here to be reasonable. Source selection decisions must be documented, and include the rationale and any business judgments and tradeoffs made or relied upon by the source selection authority. FAR § 15.308. In the award decision, the SSA conducted an in-depth comparison of the unique advantages of the proposals under each of the evaluation criteria and ultimately determined that the MetLife proposal's technical advantages did not warrant the higher total proposed price. AR, Tab 56, Source Selection Decision (Jan. 25, 2016), at 29-39. Although MetLife disagrees with that judgment, it has not shown it to be inadequately documented or unreasonable.

The protest is denied.

Susan A. Poling
General Counsel