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Decision

Matter of: Terra Klean Solutions, Inc.

File: B-419838; B-419838.2

Date: August 17, 2021

Derek R. Mullins, Esq., Demorest Law Firm, PLLC, for the protester.
Andres M. Vera, Esq., and Edward T. DeLisle, Esq., Offit Kurman, P.A., for Teya Enterprises, LLC, the intervenor.
Andrew J. Smith, Esq., Dana J. Chase, Esq., and Bruce L. Mayeaux, Esq., Department of the Army, for the agency.
Paula A. Williams, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's past performance evaluation is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
2. Protest challenging the agency's evaluation of price proposals is denied where the record demonstrates that the evaluation was consistent with the terms of the solicitation.
3. Protest is denied where the agency's best-value tradeoff analysis reasonably considered the merits of competing proposals and was made in accordance with the terms of the solicitation.

DECISION

Terra Klean Solutions, Inc. (Terra Klean), located in San Antonio, Texas, protests the award of a contract to Teya Enterprises, LLC (Teya), of Anchorage, Alaska, under request for proposals (RFP) No. W81K04-19-R-0031, which was issued by the Department of the Army, for healthcare environmental cleaning services. The protester challenges multiple aspects of the agency's evaluation of proposals and source selection decision.

We deny the protest.

BACKGROUND

The Army issued the RFP on October 11, 2019, under the commercial item acquisition procedures of Federal Acquisition Regulation (FAR) part 12, as an 8(a) small business¹ set-aside. RFP at 1.² The solicitation contemplated award of an indefinite-delivery, indefinite-quantity (IDIQ) contract with fixed-price task orders issued for the required services for a 5-year ordering period. *Id.* at 32. The purpose of the procurement is to provide healthcare environmental cleaning and related services at the Carl R. Darnall Army Medical Center (CRDAMC) in Fort Hood, Texas, and at multiple medical treatment facilities, as specified in the solicitation's performance work statement (PWS). *See generally*, PWS at 80-143. The services required include the following types of healthcare environmental cleaning: (1) type I services - surgery areas; (2) type II services - patient areas, isolation rooms, intensive care units, emergency rooms and nursery; (3) type III services - restrooms, locker rooms and showers; (4) type IV services - support areas, such as clinical support areas, exam rooms; (5) type V services - administrative areas; and (6) type VI services - common areas, entrances, elevators, lobbies, waiting areas, dining facilities, fitness facilities. *Id.* at 102-103.

Proposals were to be evaluated under the following factors: (1) technical approach (evaluated on an acceptable/unacceptable basis to determine technical acceptability); (2) past performance; and (3) price (evaluated using FAR part 15 price analysis techniques to determine reasonableness). *Id.* at 203-206. Past performance was stated to be slightly more important than price. The solicitation provided for award on a past performance/price tradeoff basis among technically acceptable offerors; the RFP, therefore, provided that award could be made to a higher-priced offeror if the agency determined that the benefits of the offeror's past performance outweighed the price difference. *Id.* at 203.

For past performance, the RFP instructed offerors to submit up to three past performance references³ and to complete and submit a customer reference information sheet (*see*, RFP attach. 6) for each reference. *Id.* at 187. Offerors also were to submit accompanying past performance narratives for each reference to demonstrate their capability to perform the types of cleaning services being solicited. *Id.* at 188. The RFP established that the agency would evaluate past performance submissions for recency,

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. This program is commonly referred to as the 8(a) Business Development program (or simply "8(a) program").

² The RFP was amended three times. Citations to the RFP are to the conformed version of the solicitation provided by the agency as exhibit 7 in the agency's report.

³ If an offeror submitted more than three references, the agency would evaluate only the first three references listed for recency, relevancy, and performance confidence assessment. RFP at 187.

relevance, and quality of performance. *Id.* at 204. Recent past performance was defined as performance of healthcare environmental cleaning services of at least 24 months, and that was performed within the previous 36 months preceding the due date for the submission of proposals (*i.e.*, November 15, 2019). *Id.* If a reference qualified as recent, the agency then would evaluate the offeror's past performance for relevance. Relevant performance was defined as healthcare environmental cleaning services that are the same or similar in scope, magnitude and complexity to the requirements described in this solicitation. More relevant past performance would be given more weight than less relevant performance. *Id.* at 204.

The solicitation provided for the following relevance ratings:

- Very relevant: the past/present performance effort must have involved providing healthcare environmental cleaning services in a military treatment facility or civilian hospital with at least 1.2 million square feet, in Types I – VI services, on a single contract or task order for a total of 24 months of the previous 36 months from the date established for submission of proposals.
- Relevant - performance fails to meet all requirements for very relevant performance but must have provided healthcare environmental cleaning services in a military treatment facility or civilian hospital with at least 800K square feet, in Types I – VI services, on a single contract or task order for a total of 24 months of the previous 36 months from the date established for submission of proposals.
- Somewhat relevant – performance does not meet all requirements for very relevant or relevant but must have provided healthcare environmental cleaning services in a military treatment facility or civilian hospital/clinic with at least 140K square feet, in Types I – VI services, on a single contract or task order for a total of 24 months of the previous 36 months from the date established for submission of proposals.
- Not relevant - performance fails to meet one of the three relevancy categories above.

Id.

For quality of performance, the RFP indicated that the Army would consider how well an offeror performed on its prior contracts. Specifically, the RFP provided as follows:

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of this source selection does not establish, create, or change the existing record and history of an offeror's past performance on contracts; rather, the past performance evaluation process will gather information from customers on how well an offeror performed those contracts. Past performance information will be obtained from the

following sources for evaluation: Past performance information provided by the offeror, as solicited; past performance information obtained from questionnaires tailored to this acquisition; and, past performance information from any other sources available to the government to include, but not limited to, Contractor Performance Assessment Reporting System or other databases; and interviews with Program Managers, CORs [contracting officer representatives], and KOs [contracting officers]. The past performance information will be reviewed to determine the quality and usefulness as it applies to performance confidence assessment.

Id. at 204.

Past performance proposals would be assigned one of the following overall performance confidence assessment ratings:

- Substantial confidence: based on the offeror's recent/relevant performance record, the government has a high expectation that the offeror will successfully perform the required effort.
- Satisfactory confidence: based on the offeror's recent/relevant performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort.
- Limited confidence: based on the offeror's recent/relevant performance record, the government has a low expectation that the offeror will successfully perform the required effort.
- No confidence: based on the offeror's recent/relevant performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.
- Unknown confidence: no recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Id. at 206.

Six offerors, including Terra Klean and Teya, submitted initial proposals by the closing date of November 15, 2019. Contracting Officer Statement at 3. The agency's source selection evaluation board (SSEB) evaluated initial proposals in accordance with the stated evaluation criteria. *Id.* As relevant here, Terra Klean's initial total proposed price was [DELETED]. Agency Report (AR) exh. 9, Protester's Initial Price Proposal at 1. For past performance, Terra Klean submitted information for two past performance contract references. *Id.* exh. 8, Protester's Customer Reference Information Sheets. One past performance contract reference was for services performed at the William Beaumont Army Medical Center (Beaumont), a 964,152 square foot medical facility in El

Paso, Texas. The Beaumont contract was awarded in 2018, and the protester is providing all six types of cleaning services as those solicited by this RFP under a task order issued in 2019. *Id.* at 1. The agency rated the protester's Beaumont contract "relevant" as that term is defined in the solicitation. *Id.* exh. 20, Past Performance Report at 8. The Army explained that there were no available contractor performance assessment reporting system (CPARS) reports for this contract; however, the agency evaluated a past performance questionnaire it received from the contracting officer's representative for the contract who assigned an overall rating of "acceptable" for Terra Klean's performance. *Id.*

Terra Klean's other past performance reference was for the Basset Army Community Hospital (Basset), a 341,302 square foot facility located in Fort Wainwright, Alaska. The Basset contract was awarded in 2017 and the protester currently provides all six types of healthcare environmental cleaning services as those solicited by this RFP. AR exh. 8, Protester's Customer Reference Information Sheets at 2. The agency rated this contract "somewhat relevant" as that term is defined in the RFP. *Id.* exh. 20, Past Performance Report at 8. For this contract, the Army reviewed two CPARS reports and the ratings for each reporting periods were "satisfactory" for all rated areas. In addition, the agency received and reviewed a questionnaire from the contracting officer's representative for the Basset contract who rated Terra Klean's overall performance as "good." *Id.* Based on these assessments, the agency assigned Terra Klean's proposal a performance confidence rating of satisfactory confidence. *Id.*

In its initial proposal, Teya's total proposed price was [DELETED]. *Id.* exh. 16, Teya's Initial Price Proposal at 1. For past performance, Teya submitted information for one past performance reference for the CRDAMC facility in Fort Hood, Texas, the same medical facility that is the subject of this procurement. *Id.* exh. 15, Teya's Customer Reference Information Sheet at 3. The CRDAMC contract was awarded in June 2016, and Teya currently provides all six types of healthcare environmental cleaning services under a task order issued in 2019 for 1,411,818.01 square feet. *Id.* at 1-4. The agency rated this contract "very relevant," as that term is defined in the solicitation. *Id.* exh. 20, Past Performance Report at 4.

The agency evaluated information obtained from two CPARS reports and a past performance questionnaire submitted by the contracting officer for Teya's CRDAMC contract. The ratings for the first CPARS report for the reporting period, July 1, 2016 through June 30, 2017, were "very good" for quality, schedule and business relations. *Id.* exh. 18, Teya CPARS Reports at 1-2. The ratings for the second CPARS report for the reporting period, July 1, 2017 through June 30, 2018, were "satisfactory" for quality and schedule and "very good" for business relations. *Id.* at 4. The past performance questionnaire from the contracting officer assigned an overall rating of "good" for Teya's performance. *Id.* exh. 19, Teya Past Performance Questionnaire at 2-3. Based on these assessments, Teya's proposal received a performance confidence rating of substantial confidence. *Id.* exh. 20, Past Performance Report at 5.

After evaluating initial proposals, the agency established a competitive range that included Terra Klean, Teya, and two other offerors. AR exh. 22, Competitive Range Determination at 10-12. The agency conducted discussions with each competitive range offeror regarding their technical proposals and subsequently received revised proposals by September 25, 2020. Memorandum of Law at 13 (*citing*, AR exh. 24, Revised Proposals Price Analysis at 1-2). As a result of discussions, three of the four competitive range offerors increased their initial total proposed prices. Memorandum of Law at 13. Terra Klean submitted a revised price proposal which increased its initial total proposed price of [DELETED] to [DELETED]. *Id.*; *see also*, AR, exh. 10, Protester's Revised Price Proposal at 1. Teya did not submit a revised price proposal. Memorandum of Law at 13.

On January 29, 2021, the Army issued RFP amendment 3 which, among other things, included an updated collective bargaining agreement (CBA) dated September 24, 2020. AR exh. 6, RFP amend. 3 at 1. Also on January 29, the agency requested final proposal revisions from the competitive range offerors by February 3. Of relevance here, the agency's request for final proposal revisions stated, in pertinent part:

You are cautioned that making additional changes to your proposal, may affect your current technical rating, and any type of price reduction or increase that is not substantiated may cause your proposal to become not fair and reasonable; therefore, your company may risk not being considered for award.

Be advised that changes included in your final proposal revision that are not fully substantiated or understandable may have a negative impact on the evaluation of your proposal.

Memorandum of Law at 13 (*citing*, AR exh. 25, Protester's Final Proposal Revision Request Letter at 1).

The agency received timely final proposal revisions from each competitive range offeror. All of the offerors, including Terra Klean and Teya, provided final price proposals as a part of their final proposal revisions. Three offerors, including Teya, increased their overall total prices. These offerors provided an explanation for the slight increase in their overall total price, which was due to the updated CBA provided as part of amendment 3. Contracting Officer Statement at 9. Terra Klean decreased its overall total price by [DELETED]--from [DELETED] (its revised total price) to \$53,417,352 (its final total price)--without providing an explanation for the decreased pricing. *Id.*; Supp. Memorandum of Law at 30. The contracting officer requested a substantiation narrative from Terra Klean to explain its price reduction. Contracting Officer Statement at 9. While the protester did provide a substantiation narrative, the agency found that the narrative did not provide sufficient details explaining the significant decrease. *Id.* Based on the price competition amongst the competitive range offerors, the agency determined that each offeror's final proposed prices, including Terra Klean's, was fair and reasonable. See AR exh. 31, Source Selection Decision Document at 6-7, 13-15.

The final evaluation ratings and prices for the Terra Klean and Teya proposals are as follows:

	Terra Klean	Teya
Technical Approach	Acceptable	Acceptable
Past Performance ⁴	Satisfactory Confidence	Substantial Confidence
Total Evaluated Price	\$53,417,352	\$54,581,837
Price Evaluation	Fair & Reasonable	Fair & Reasonable
Final Price Ranking	Lowest	Second Lowest

AR exh. 31, Source Selection Decision Document at 6-7.

After comparing proposals, the source selection authority (SSA) decided that Teya’s proposal represented the best value to the government. *Id.* exh. 31, Source Selection Decision Document at 14. When comparing Terra Klean’s and Teya’s proposals directly, the SSA noted that under the terms of the solicitation, past performance was slightly more important than price, and concluded that Teya’s proposal offered advantages given its higher performance confidence rating (substantial confidence versus satisfactory confidence). *Id.* at 15. The SSA further noted that, while Terra Klean’s proposal was lower-priced with a performance rating of satisfactory confidence, Teya’s higher past performance rating of substantial confidence provided greater confidence in its likelihood of successful performance and was worth paying the price premium. *Id.*

On April 23, the agency awarded the IDIQ contract to Teya and notified Terra Klean that its proposal was unsuccessful. *Id.* exh. 33, Notice to Unsuccessful Offeror; exh. 34, Terra Klean Debrief Letter. The Army completed a debriefing for Terra Klean on May 7, and this protest followed on May 12.

DISCUSSION

Terra Klean challenges the award to Teya based on three primary arguments: (1) the agency’s past performance evaluation was unreasonable because the agency did not properly apply the stated evaluation criteria; (2) the agency’s price evaluation was unreasonable because the agency essentially performed a price realism analysis of the protester’s proposed price; and (3) the agency’s best-value decision was flawed because the underlying evaluation was unreasonable and the SSA did not conduct a

⁴ The agency reports that none of the competitive range offerors made changes to their past performance proposals; therefore, the initial past performance ratings remained the same. AR exh. 32, Price Negotiation Memorandum at 13.

proper performance/price trade-off. Protest at 13-18; Comments & Supp. Protest at 2-15. For the reasons discussed below, we deny the protest.⁵

Past Performance Evaluation

Terra Klean argues that the agency unreasonably evaluated the relevance of Teya's past performance reference.⁶ Protest at 13-14. According to the protester, the agency rated Teya's contract reference as very relevant without any meaningful consideration of whether Teya's past performance was similar in scope and magnitude with the solicited effort. Comments and Supp. Protest at 2-3; Protester's Supp. Comments at 2. We have no basis to question the agency's evaluation of the relevance of Teya's past performance reference.

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 discretion which we will not disturb unless the agency's assessment is unreasonable, inconsistent with the solicitation criteria, or undocumented. *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 14; *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 14.

Here, the solicitation established that "[r]elevant [past] performance includes performance of efforts involving [healthcare environmental cleaning] services that are same or similar in scope, magnitude and complexity to the effort described in this solicitation." RFP at 203-204. Elsewhere, the solicitation also stated that relevant performance "involves" healthcare environmental cleaning services "and will be categorized as" very relevant, relevant, somewhat relevant or not relevant and more relevant performance "will be given more weight" than less relevant performance. *Id.* at 204.

The record shows that Teya's past performance reference was the predecessor to the current solicitation at issue here. The agency reviewed Teya's past performance reference and concluded that there was almost no difference between the current CRDAMC requirements and Teya's performance reference for the same facility. Because the requirements were essentially identical, the Army rated this past performance reference as a very relevant contract. See AR exh. 15, Teya's Customer Reference Information Sheet at 1-4; see *also*, exh. 20, Past Performance Report at 4. While Terra Klean may disagree with the agency's assessment of relevance, it has not

⁵ Terra Klean's initial and supplemental protests raised numerous protest allegations. We have considered all of them and find that none provides a basis to sustain the protest. Our decision only discusses Terra Klean's primary allegations.

⁶ In its protest, Terra Klean alleged that the agency deviated from the RFP's evaluation criteria when it considered Teya's base IDIQ as a contract for purposes of the past performance evaluation. Terra Klean has withdrawn this protest allegation. Comments & Supp. Protest at 2 n.1.

shown the agency's judgment was unreasonable. See *LOUI Consulting Grp., Inc.*, B-413703.9, Aug. 28, 2017, 2017 CPD ¶ 277 at 3.

Terra Klean also complains that the agency's past performance evaluation of Teya's and its own past performance references consists of nothing more than a mechanical recitation of adjectival ratings from CPARS reports and past performance questionnaires. Comments & Supp. Protest at 4-6; Protester's Supp. Comments at 3-5.

As stated previously, our Office will examine an agency's past performance evaluation only to ensure that it was reasonable and consistent with the solicitation's evaluation criteria. *Spinnaker JV, LLC*, B-416688, Nov. 21, 2018, 2018 CPD ¶ 398 at 8. An agency's evaluation of past performance 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. *Id.* Here, under the terms of the RFP, the agency was to assess the recency, relevancy, and quality of offerors' past performance references. RFP at 204. To facilitate the agency's assessment of offerors' past performance history, the agency planned to use past performance information provided by the offeror as well as "questionnaires and data independently obtained from other government and commercial sources[.]" *Id.* at 203.

In reviewing Teya's past performance reference, the record reflects that the Army considered the customer reference information sheet and past performance narrative submitted by Teya. Additionally, the agency considered two CPARS reports, which provided adjectival ratings of Teya's performance, the majority of which were "very good," as well as one past performance questionnaire, which assigned Teya's performance an overall adjectival rating of "good." AR exh. 20, Past Performance Report at 4-5. As indicated above, these assessments resulted in a substantial confidence performance rating for Teya. *Id.* at 5.

Similarly, the agency considered the customer reference information sheets and past performance narratives Terra Klean submitted for two past performance references. As discussed previously, the protester's Beaumont contract was rated "relevant" and the past performance questionnaire for this contract rated Terra Klean's overall performance as "acceptable." *Id.* at 8. Additionally, the agency rated the protester's Basset contract as "somewhat relevant" and the two CPARS reports for this contract rated Terra Klean's performance as "satisfactory," while a separate past performance questionnaire rated Terra Klean's overall performance "good." *Id.* Given these assessments, the agency assigned Terra Klean's proposal a satisfactory confidence past performance rating. *Id.*

Despite Terra Klean's objections, we have no basis to question the agency's use of the adjectival ratings in the CPARS reports and past performance questionnaires to support its past performance evaluation. In fact, the protester has not alleged, nor does the record indicate, that these adjectival ratings were inaccurate or otherwise improper. Rather, the solicitation expressly provides that the agency could collect and use independently obtained data such as CPARS reports and past performance

questionnaires in making past performance assessments. Accordingly, we deny this protest allegation.⁷

Price Evaluation

Terra Klean challenges the agency's price evaluation, asserting, among other things, that the agency conducted an unequal and irrational evaluation by penalizing Terra Klean based on concerns with its pricing. Protest at 16-18; Comments & Supp. Protest at 6. As support, the protester points to the agency's concerns that Terra Klean's decision to decrease its final proposed price by approximately [DELETED] might create a risk of poor contract performance. See Protest at 16-17.

In responding to the protester's claims, the agency contends that it did not penalize the offeror by performing a price realism analysis of its final proposed pricing. The agency explains that its request for an explanation of the protester's decision to decrease its final proposed price was consistent with the instructions in the January 29, 2021 request for final proposal revisions that was sent to Terra Klean. Supp. Memorandum of Law at 29 *citing*, AR exh. 25, Protester's Final Proposal Revision Request at 1 (cautioning that "any type of price reduction or increase that is not substantiated may cause your proposal to become not fair and reasonable; therefore, your company may risk not being considered for award"). In any event, consistent with the terms of the RFP, the Army only conducted a price reasonableness analysis to evaluate whether the offered prices were too high, and not a price realism analysis to determine whether they were too low. Supp. Memorandum of Law at 29-30.

It is a fundamental principle of federal procurement law that procuring agencies must condition the award of a contract upon a finding that the contract contains "fair and reasonable prices." FAR 15.402(a), 15.404-1(a); see *Crawford RealStreet Joint Venture*, B-415193.2, B-415193.3, Apr. 2, 2018, 2018 CPD ¶ 121 at 9. The purpose of a price reasonableness analysis is to prevent the government from paying too high a price for a contract. *Crawford RealStreet Joint Venture*, *supra*.

The FAR defines price analysis as "the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit." FAR 15.404-1(b)(1). The manner and depth of an agency's price analysis is a matter committed to the discretion of the agency, which we will not disturb provided that it is reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *TransAtlantic Lines, LLC*, B-411846.3, B-411846.4, May 18, 2016, 2016 CPD ¶ 148 at 7; *Federal Acquisition Servs. Alliant JV, LLC*, B-415406.2, B-415406.3, Apr. 11, 2018, 2018 CPD ¶ 139 at 11.

⁷ We also find no merit to the protester's assertion that the agency's past performance evaluation was undocumented see *generally*, Protester's Supp. Comments at 4-5, given the extensive past performance evaluation documents produced in the agency's report.

Here, the RFP specified that the agency planned to evaluate price proposals to determine price reasonableness and that the evaluation will be based on adequate price competition or other techniques authorized in FAR section 15.404-1. RFP at 206. The agency states that it elected to use the technique provided in FAR subsection 15.404-1(b)(2)(i), which entails a “[c]omparison of proposed prices received in response to the solicitation.” See AR exh. 31, Source Selection Decision Document at 9.

The Army contends that it evaluated offerors’ final proposed prices in a manner that was consistent with the terms of the solicitation. Specifically, the record indicates that the agency performed an assessment/comparison of final proposed prices, see AR exh. 29, Final Proposal Revision Price Analysis at 2-3, and performed a comparison of the offerors’ final proposed prices. The agency’s price analysis concluded that the offerors’ final proposed prices, including Terra Klean’s, were fair and reasonable. *Id.*; exh. 31, Source Selection Decision Document at 13.

In this regard, even assuming that the Army made an evaluation observation with respect to the adequacy of the protester’s narrative supporting its pricing revisions, the protester’s arguments fail to demonstrate that such observation had any bearing on the ultimate award decision. Indeed, the SSA merely noted the lack of substantiation without ascribing any weight or significance to the evaluation observation:

The offeror did not initially provide substantiating documentation explaining such a large decrease. The [contracting officer] requested the offeror provide substantiating documentation to explain their price decrease. The offeror provided a narrative; however, the narrative did not go into enough detail as to explain the decrease, *i.e.*, general and administrative or profit. However, because [Terra Klean’s] price fell in line in terms of price competition with the other offeror’s final price, the [Army] did not feel the need to request additional information.

AR exh. 31, Source Selection Decision Document at 15.

The source selection decision then goes on to address the associated benefits of Teya’s superior past performance versus Terra Klean’s lower evaluated price, without any reference to the observation regarding the lack of substantiating information. *Id.* at 15-16. Thus, the record shows that the noted observation had no impact on the agency’s ultimate award decision. Accordingly, on this record, we find the agency’s evaluation unobjectionable and deny this protest allegation.

Best-Value Tradeoff

Finally, Terra Klean argues that the SSA improperly conducted a tradeoff analysis because the analysis did not provide specific reasons for finding Teya’s proposal to be a

better value.⁸ According to the protester, the tradeoff decision was “a formulaic recitation of the adjectival ratings assigned to each proposal, devoid of any documented consideration of the benefits (to the extent they exist) of Teya[’s] higher-priced proposal that justified a one-million-dollar-plus price premium[.]” Comments & Supp. Protest at 1, 14-15.

Contrary to the protester’s position, our decisions explain that there is no need for extensive documentation of every consideration factored into a tradeoff decision; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and prices of the proposals. See *New Orleans Support Servs. LLC*, B-404914, June 21, 2011, 2011 CPD ¶ 146 at 7 (source selection decision need not provide a precise determination when concluding that a proposal’s particular technical advantages are not worth the price premium); see also, *General Dynamics Information Tech., Inc.*, B-406030, B-406030.3, Jan. 25, 2012, 2012 CPD ¶ 55 at 6-7 n.4.

Here, the record shows that the SSA considered Terra Klean’s lower price, but concluded that Teya’s superior record of past performance was worth the price premium. In reaching this conclusion, she noted Teya’s very relevant contract reference and superior performance confidence rating. AR exh. 31, Source Selection Decision Document at 15. In reaching this conclusion, the SSA noted that, under the terms of the RFP, past performance was slightly more important than price. *Id.* Because the record shows that the SSA considered the relative merits of the competing proposals and their proposed prices, we find that her tradeoff decision was reasonable. *Id.* at 8-10. Terra Klean has provided us with no basis to question that decision. Accordingly, we deny this protest allegation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁸ In its protest, Terra Klean asserts that the SSA’s tradeoff decision was unreasonable because of the underlying errors in the agency’s evaluation of past performance and price proposals. Protest at 18-19. This allegation is derivative of the challenges to the agency’s evaluation. Thus, we dismiss this allegation because derivative allegations do not establish independent bases of protest. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, 2018 CPD ¶ 394 at 8.