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Decision

Matter of: MicroHealth, LLC

File: B-422302; B-422302.2

Date: April 12, 2024

Tara L. Ward, Esq., Peter M. Routh, Esq., and Elizabeth Hummel, Esq., McDermott Will & Emery LLP, for the protester.

Gregory R. Hallmark, Esq., Terry L. Elling, Esq., and John M. McAdams III, Esq., Holland & Knight LLP, for Technatomy Corporation, the intervenor.

Annemarie Drazenovich, Esq., and Magda T. Reyes, Esq., Department of Veterans Affairs, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal is denied where the agency's evaluation was reasonable and in accordance with the solicitation.
 2. Protest alleging unequal treatment in the evaluation of proposals is denied where the protester has not demonstrated that the differences in the evaluation did not stem from differences in the proposals.
 3. Protest challenging the agency's best-value tradeoff decision is denied where the decision was reasonable and in accordance with the solicitation.
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DECISION

MicroHealth, LLC, a service-disabled veteran-owned small business (SDVOSB) of Vienna, Virginia, protests the issuance of a task order to Technatomy Corporation, an SDVOSB of Fairfax, Virginia, under request for proposals (RFP) No. 36C10B23R0029, issued by the Department of Veterans Affairs (VA) for the development of platform-as-a-service (PaaS) and software-as-a-service (SaaS) applications to modernize the agency's mission-specific case management solutions. The protester contends that the agency unreasonably evaluated its proposal, unequally evaluated proposals, and improperly performed its best-value tradeoff determination.

We deny the protest.

BACKGROUND

The agency issued the RFP pursuant to the fair opportunity source selection procedures of Federal Acquisition Regulation (FAR) subpart 16.5 to SDVOSBs holding a National Institutes of Health (NIH), Chief Information Officer-Solutions and Partners 3 (CIO-SP3) indefinite-delivery, indefinite-quantity (IDIQ) contract. Contracting Officer's Statement (COS) at 1. The RFP, which the agency amended five times, sought proposals to develop Veteran Enterprise Module & System Integration Services (VEMSIS) PaaS/SaaS applications, utilizing a platform-agnostic approach to deliver lower complexity, modular low code/no code (LCNC) solutions that enable an innovative, reusable service-focused software component architecture. *Id.*; Agency Report (AR), Tab 4, RFP at 44, 49. The RFP contemplated issuance of a single task order with fixed-price and time-and-materials line items, and a 12-month base period of performance with four 12-month option periods and nine optional tasks. RFP at 49, 50, 171.

The RFP provided for a best-value tradeoff on the basis of three factors: technical; price; and past performance. *Id.* at 171. The technical factor was significantly more important than price, and price was significantly more important than past performance. *Id.* The technical and past performance factors, when combined, were significantly more important than price. *Id.* Only the evaluation of the technical factor is at issue here.

With respect to the technical factor, the RFP directed offerors to "propose a detailed approach" addressing five areas:

- 1) In accordance with (IAW) [performance work statement (PWS)] Section 5.2.3, Solution Architecture & Engineering, the [offeror] shall describe in detail a modular software design, architecture, and requirements for building a solution in an LCNC vendor agnostic platform demonstrating reusability of modular component for use in other solutions.
- 2) IAW PWS Section 5.7, VEMSIS Capability Discovery and PWS Section 5.2.2, User Centered Design, the [offeror] shall demonstrate the process of identifying the needs of the client and refining through a user centered design centric approach utilizing personas and user archetypes to influence and develop a detailed design plan for sprint execution and sprint acceptance.
- 3) IAW PWS Section 5.2.5 VA Processes, Compliance and Documentation and PWS Section 5.2.6, Product Deployment, the [offeror] shall demonstrate the criteria and methodology for product deployment release readiness of a solution, assuring compliance of the

solution's architecture, security framework, and release management quality for a vendor agnostic LCNC platform.

- 4) The estimated level of effort for the [o]fferor's approach for each task and subtask, at the 5.X.X level, to include labor categories and associated hours for the [offeror] and any proposed team members and/or vendors for the base and option periods, including all optional tasks.
- 5) The [o]fferor's approach to attracting and retaining VEMSYS key personnel in accordance with PWS paragraph 5.1.7, Product Management and Oversight/Key Personnel, as well as ensuring key personnel possess the required relevant expertise and knowledge. The [o]fferor shall discuss how it will ensure appropriate personnel with the requisite programmatic and technical expertise are available and assigned to meet the VEMSYS requirements.

Id. at 166-167.

The RFP provided that the agency would consider two aspects in evaluating proposals under the technical factor:

- a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the [g]overnment with respect to the [o]fferor's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

Id. at 171.

The RFP did not disclose any adjectival ratings or definitions thereof that the agency would employ in evaluating proposals, but it did advise that, to be considered for award, a proposal was required to receive a rating of at least acceptable in the technical factor.

Id. The instructions given to the agency's evaluators directed them to use the following ratings and definitions in evaluating proposals under the technical factor:

- a. Outstanding - A proposal that meets or exceeds all of the [g]overnment's requirements, contains extensive detail, demonstrates a thorough understanding of the problems, and is highly feasible (low risk).

b. Good - A proposal that meets or exceeds all of the [g]overnment's requirements, contains at least adequate detail, demonstrates at least an understanding of the problems, and is at least feasible (low to moderate risk).

c. Acceptable - A proposal that at least meets all of the [g]overnment's requirements, contains at least minimal detail, demonstrates at least a minimal understanding of the problems, and is at least minimally feasible (moderate to high risk).

d. Susceptible to Being Made Acceptable - An approach which, as initially proposed, cannot be rated Acceptable because of minor errors, omissions or deficiencies, which are capable of being corrected without a major rewrite or revision of the proposal. For award without discussions, proposals with this rating are considered "Unacceptable".

e. Unacceptable - A proposal that contains major error(s), omission(s) or deficiency(ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal. A proposal that fails to meet any of the [g]overnment's requirements after the final evaluation shall be ineligible for award regardless of whether it can be corrected without a major rewrite or revision of the proposal.

AR, Tab 5, Evaluation Plan at 15.

The agency received proposals from six offerors, including the protester and Technatomy. COS at 1. The agency evaluated the proposals submitted by the protester and Technatomy as follows:

	MicroHealth	Technatomy
TECHNICAL	Acceptable (Moderate to High Risk)	Acceptable (Moderate Risk)
PAST PERFORMANCE	Low Risk	Low Risk
PRICE¹	\$266,832,480	\$310,293,847

AR, Tab 9, Selection Decision Document (SDD) at 4.

In comparing the two proposals, the agency's selection authority noted that both had received ratings of acceptable under the technical factor, which was the most important factor. *Id.* at 11. The selection authority concluded that Technatomy's proposal was

¹ Prices are rounded to the nearest dollar.

superior, however, as it had been assigned a strength with respect to its approach to PWS section 5.2.3, solution architecture and engineering, while the protester's proposal had been assigned a significant weakness in that same area. *Id.* at 11-12. The selection authority further noted the resultant differences in the assessment of risk in each offeror's proposal. *Id.* at 12.

The selection authority also found that the two proposals were "essentially equal" under the past performance factor, which was the least important factor. *Id.* at 13. The selection authority noted that Technatomy's price was \$43,461,367, or approximately 16 percent, higher than the protester's, and concluded, "[a]fter considering all the factors and their relative importance," that Technatomy's proposal represented the best value. *Id.* The selection authority's determination was based on the strength assigned to Technatomy's proposal under the technical factor, as compared to the significant weakness assigned to the protester's proposal, which the selection authority found "especially notable because the technical evaluation team assessed these findings for the same technical discriminator." *Id.* at 13-14. The selection authority further cited the lower technical risk associated with Technatomy's proposal. *Id.*

On December 22, 2023, the agency notified the protester that it had issued a task order to Technatomy. COS at 4. Pursuant to the protester's request, the agency provided the protester with a written debriefing on January 9, 2024. This protest followed.²

DISCUSSION

The protester contends that the agency unreasonably assigned a significant weakness to its proposal under the technical factor with respect to the approach to PWS section 5.2.3. Relatedly, the protester contends that the agency engaged in unequal treatment in assigning that significant weakness to the protester's proposal while assigning a strength to Technatomy's proposal for that same aspect. The protester further alleges that the agency unreasonably failed to assign additional strengths to the protester's proposal under the technical factor. Lastly, the protester contends that the agency's best-value tradeoff decision was unreasonable, arguing both that it rested on a flawed evaluation and that the agency failed to reasonably justify its acceptance of the price premium associated with Technatomy's proposal. We have reviewed the record and discern no basis on which to sustain the protest.³

² CIO-SP3 is an IDIQ contract issued by NIH, a civilian agency. Consequently, this protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B).

³ The protester raises other collateral arguments. While we do not address each of the protester's allegations and variations thereof, we have reviewed them all and conclude that none provides a basis to sustain the protest.

Significant Weakness Assigned to the Protester's Proposal

As discussed above, key to the selection authority's decision was the assignment of a significant weakness to the protester's proposal under the technical factor with respect to the approach to PWS section 5.2.3, relating to the provision of modular software solutions. Broadly speaking, the agency assigned that significant weakness for two related reasons. First, the agency found that the protester's proposed approach lacked detail, concluding that it was "only a high-level approach to basic software delivery and requirements elaboration and elicitation with little consideration to identifying, leveraging, [and] maintaining requirements of common, enterprise level features and functions." AR, Tab 7, Technical Evaluation at 3; Tab 9, SDD at 12. Second, the agency found that the protester's proposal "demonstrate[d] a misunderstanding of the requirements[,] as demonstrated by its proposed approach to modular software design, architecture, and requirements." *Id.* In short, the agency concluded that the protester's proposal did not provide adequate detail to demonstrate a clear understanding of the modular software requirements, which increased the technical risk associated with the proposal.

The protester contends that the agency unreasonably assigned the significant weakness to its proposal, alleging that the agency misread its proposal and ignored relevant PWS requirements. Protest at 11-18; Comments & Supp. Protest at 9-12. The agency responds that its evaluation was reasonable and consistent with the RFP's criteria. Memorandum of Law (MOL) at 8-15. The protester has challenged numerous aspects of the agency's reasoning for assigning the significant weakness. We have examined them all, and, as shown by the representative examples below, conclude that the record does not demonstrate that the agency's evaluation was unreasonable in this regard.

In reviewing a protest against an agency's evaluation of proposals, our Office will not substitute our (or the protester's) judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Omnitec Sols., Inc.*, B-419675.2 *et al.*, Oct. 14, 2021, 2021 CPD ¶ 350 at 4. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp.*, B-415915.2, B-415915.3, Aug. 20, 2018, 2018 CPD ¶ 334 at 5.

One example cited by the agency as supporting its conclusion that the protester's proposal provided only a high-level approach to modular software development is that the proposal "did not provide a detailed operational approach through each phase of the software development lifecycle on how to functionally decompose, design, implement, and maintain [a capability of a developed feature] for the customer while assuring future reusability by another customer to reduce duplicative, non-reusable development efforts and operational efforts." AR, Tab 7, Technical Evaluation at 3; see also AR, Tab 9, SDD at 4 (concurring in the evaluation team's findings). The protester contends that the agency ignored a table and a diagram in its proposal that described how the protester

proposed to deliver solutions through employing “[DELETED],” and described the protester’s strategic framework for the software development lifecycle. Protest at 15-16 (citing AR, Tab 6, MicroHealth Technical Proposal at 2-3). Thus, the protester contends, its proposal detailed all aspects of the software development lifecycle. *Id.* at 16.

On the record before us, the protester has not demonstrated that this aspect of the agency’s evaluation was unreasonable. The table cited by the protester describes actions associated with each of the protester’s [DELETED], see AR, Tab 6, MicroHealth Technical Proposal at 2, but it does not speak to how those actions will lead to modular solutions that are reusable and reduce duplicative development and operational efforts. In that regard, the agency reasonably found that the protester’s proposal did not address the RFP’s direction to “describe in detail” the protester’s approach to the delivery of modular, reusable software solutions. Similarly, the diagram represents that the outcome of the proposed approach will be, among other things, “[s]calable[,]” “[m]odular[,]” and “[i]nteroperable[,]” see *id.* at 3, but it provides little to no explanation as to how the protester’s approach will lead to those results. Thus, to the extent the proposal addresses the protester’s approach to the software development lifecycle, the agency reasonably concluded that it does not demonstrate in detail how application of that approach would result in the delivery of the modular solutions required by the agency.

The agency also cited the proposal’s discussion of [DELETED] as failing to provide detail as to the delivery of modular solutions, pointing out that [DELETED] “are overall delivery and management frameworks that can be applied[,]” but the proposal “[did] not elaborate on the specifics to modular solution architecture or how these frameworks lay out the specific guidance for overall technology solution delivery.” AR, Tab 9, SDD at 12. In other words, similar to the discussion above, the agency concluded that, while the protester proposed to employ [DELETED], it provided little detail as to how the protester would use those frameworks to deliver modular solutions. The protester again points to the same table and diagram, arguing that they “include[] a clear and detailed discussion of the role of [DELETED]” in the protester’s strategic framework. Protest at 16 (citing AR, Tab 6, MicroHealth Technical Proposal at 2-3).

The record does not demonstrate that the agency’s conclusion was unreasonable. The table cited by the protester states that the protester will “[i]mplement using [DELETED].” AR, Tab 6, MicroHealth Technical Proposal at 2. This statement indicates that the protester proposed to use [DELETED], but it does not provide insight into how the protester would use those frameworks or, importantly, how the manner in which the protester’s employment of them would lead to the successful delivery of modular software solutions. Likewise, the cited diagram indicates the proposed use of [DELETED], but includes no further information detailing how the protester proposed to employ that framework in the development of modular solutions. *Id.* at 3. On this record, we conclude that this aspect of the agency’s evaluation was reasonable.

The protester further contends that the agency ignored relevant portions of its proposal in concluding that the protester provided little detail regarding the use of existing LCNC capabilities and features to deliver modular solutions. Protest at 16-17. Relevant to this argument, the agency noted that the protester proposed the use of “[DELETED]” to meet the agency’s requirements, but that those are “the basics of any LCNC platform or product.” AR, Tab 9, SDD at 12-13. Without more, the agency concluded that the protester “[did] not elaborate on what the existing portfolio of pre-built, foundational LCNC capabilities and features that are available across LCNC platforms and products to accelerate solution delivery via out of the box modular components ready for configuration with minimal development efforts needed[.]” finding that the proposal “provide[d] very minimal technical detail on the business processes and workflows along with the criteria, process, framework, and operational steps for creating new modular components aside from just leveraging whatever out-of-the[-]box pre-built components or apps are made available in the platform/product.” *Id.* at 13. Thus, the agency expressed concern that the protester had neither identified specific capabilities or features beyond those that were “the basics of any LCNC platform or product,” nor detailed how the protester proposed to use specific capabilities and features to successfully perform requirements.

The protester argues that the agency’s evaluation in this regard ignored portions of its proposal discussing the protester’s LCNC enablement team, which will provide “[DELETED].” Protest at 16 (quoting AR, Tab 6, MicroHealth Technical Proposal at 3). The protester further points to discussion of its approach to engineering new services, including the use of “[DELETED][.]” AR, Tab 6, MicroHealth Technical Proposal at 8; see also Protest at 16 (citing *id.*).

We again conclude that the record does not demonstrate that the agency’s evaluation was unreasonable. The proposal sections cited by the protester do not address the agency’s concern regarding the identification of specific capabilities and features, such as those offered by the PaaS products the protester proposed to use. See AR, Tab 6, MicroHealth Technical Proposal at 4 (noting the protester’s use of [DELETED]). Additionally, they do not speak to how the protester proposed to employ those specific capabilities and features to develop the modular solutions required by the agency. Thus, the agency’s concern was grounded in the RFP’s direction to “describe in detail” the protester’s approach to the delivery of modular, reusable software solutions to permit the agency to evaluate the protester’s understanding of the requirements and feasibility of its approach. On the record before us, we find the agency’s concern reasonable.

As these representative examples show, the agency reasonably assigned a significant weakness to the protester’s proposal for providing inadequate detail to demonstrate a clear understanding of the modular software requirements, which increased the technical risk associated with the proposal. We therefore deny this ground of protest.

Unequal Treatment

In addition to arguing that the agency unreasonably assigned a significant weakness to the protester's proposal with regard to its approach to PWS section 5.2.3, solution architecture and engineering, the protester also contends that the agency treated proposals unequally with respect to that aspect of the evaluation. Comments & Supp. Protest at 4-7. The protester alleges that its proposal did not receive credit for features that were similar to those the agency found to be meritorious in Technatomy's proposal. *Id.* The agency responds that the differences in the evaluation of the proposals submitted by the protester and Technatomy stemmed from differences in the proposals, not unequal treatment. Supp. MOL at 6-11.

A contracting agency must treat all competitors equally and evaluate their offers evenhandedly against the solicitation's requirements and evaluation criteria. *Will Tech., Inc.; Paragon TEC, Inc.*, B-413139.4 *et al.*, June 11, 2018, 2018 CPD ¶ 209 at 15. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the offerors' proposals. *Biswas Info. Tech. Sols., Inc.*, B-413104.35, B-413104.38, Apr. 18, 2019, 2019 CPD ¶ 163 at 7.

As an initial matter, the record reflects the agency assigned a strength to Technatomy's proposal for its detailed approach to developing modular software solutions, noting that Technatomy's "multi-step approach, with step-by-step process details, demonstrate[d] a thorough understanding of modular software design, architecture, and requirements[.]" AR, Tab 8, Selection Authority Briefing Slides at 23. As the selection authority noted repeatedly, Technatomy's proposal offered a detailed, step-by-step approach, which the selection authority concluded was advantageous to the agency. See AR, Tab 9, SDD at 4-5. Thus, the strength assigned to Technatomy's proposal with respect to PWS section 5.2.3 was not the result of any single aspect, but rather the proposal's cumulative detail that demonstrated an understanding of the requirements of and a feasible approach to the development of modular software solutions. In contrast, the agency concluded that the protester's proposal did not provide a detailed approach demonstrating a similar understanding, a conclusion that, as discussed above, the protester has not shown was unreasonable. In that regard, the protester has not demonstrated that the differences in the agency's evaluation did not stem from differences between the offerors' proposals.

In arguing that the agency engaged in unequal treatment, the protester points to several aspects of Technatomy's proposal the agency cited in finding that it demonstrated a detailed approach to the development of modular software solutions. Comments & Supp. Protest at 4-7. The protester contends that its proposal contained some substantially similar features, and that the agency therefore treated the proposals unequally. *Id.* To the extent the protester's granular scrutiny of the agency's bases for assigning a strength to Technatomy's proposal might support an allegation of unequal treatment, as demonstrated by the representative examples discussed below, we

conclude that the protester has not shown that the differences in the agency's evaluation did not stem from differences in the proposals.

One of the several features of Technatomy's proposal cited by the agency as demonstrating a detailed approach was the use of [DELETED]. See AR, Tab 9, SDD at 5; Tab 8, Selection Authority Briefing Slides at 23. The protester points to its proposal's contemplation of the establishment of an "[DELETED]." Comments & Supp. Protest at 5 (quoting AR, Tab 6, MicroHealth Technical Proposal at 4). The proposal states that [DELETED] will be used "[DELETED]." *Id.* (quoting AR, Tab 6, MicroHealth Technical Proposal at 6). Thus, the protester's proposal included the use of [DELETED] and discussed its purposes, which the protester contends the agency failed to credit in the same way as Technatomy's proposal. *Id.* at 5-6.

As the agency points out, however, the discussion of [DELETED] in the protester's proposal does not contain detail comparable to that in Technatomy's proposal. See Supp. MOL at 8-9. Technatomy's proposal discussed not only [DELETED], but also provided substantial detail as to the [DELETED] and how Technatomy proposed to use it to meet requirements and reduce duplicative efforts. As the agency noted in its extensive quotation from Technatomy's proposal:

[T]he [o]fferor[']s proposed approach included a "[DELETED]."

AR, Tab 8, Selection Authority Briefing Slides at 23. On this record, the protester has not demonstrated that its proposal contained detail regarding the use of [DELETED] that was comparable to that found in Technatomy's proposal. Accordingly, the protester has not demonstrated that the differences in the agency's evaluation of the two offerors' proposed use of [DELETED] did not stem from differences in the proposals.

Another aspect of Technatomy's proposal the agency cited as helping to demonstrate a detailed, multi-step approach to modular solution development was the inclusion of a [DELETED] step. See *id.* at 22; AR, Tab 9, SDD at 5. As noted by the agency, that step would "[DELETED][,]" and "[DELETED]." *Id.* The protester contends that its proposal contained a similar feature, by proposing the use of "[DELETED]." AR, Tab 6, MicroHealth Technical Proposal at 10; see *also* Comments & Supp. Protest at 7, 13 (citing *id.*). We conclude that the protester also has not demonstrated that these proposal features are substantially equivalent. While both contemplate the consideration of user needs, the record supports the reasonableness of the agency's conclusion that Technatomy's proposal provided greater detail. In that regard, Technatomy's proposal, as quoted in the agency's evaluation, discussed how Technatomy would [DELETED], while also [DELETED]. On this record, the protester has not shown that the differences in evaluation in this regard did not stem from differences in the proposals.

Failure to Assign Strengths to the Protester's Proposal

The protester further alleges that the agency unreasonably failed to assign additional strengths to its proposal. Protest at 18-20. The agency responds that the features identified by the protester did not merit the assignment of strengths. MOL at 16-19. While we do not discuss each of the proposal features identified by the protester as meriting strengths, we have examined them all and discuss two representative examples below, concluding the protester has not demonstrated that the agency's evaluation was unreasonable.

An agency's judgment that the features identified in the proposal did not significantly exceed the requirements of the solicitation--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 the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. In that regard, an agency's contemporaneous evaluation record is not required to "prove a negative," or document determinations of adequacy (*i.e.*, why a proposal did *not* receive a strength or weakness). See, e.g., *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 10 n.15; *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, 2021 CPD ¶ 3 at 8; *By Light Prof'l IT Servs., LLC*, B-417191.3, Dec. 4, 2019, 2019 CPD ¶ 416 at 4 n.5; *Booz Allen Hamilton, Inc.*, B-417418 *et al.*, July 3, 2019, 2019 CPD ¶ 246 at 17. When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we continue to review whether an agency's explanation or documentation--contemporaneous or otherwise--demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. See *By Light Prof'l Servs.*, *supra* at 4-5 (finding the post-protest explanations provided by the agency established the reasonableness of the evaluation regarding the alleged unacknowledged strengths); *Cognosante*, *supra* at 7-8 (same).

The protester alleges that the agency unreasonably failed to assign its proposal a strength under the technical factor for the protester's proposed staffing approach. Protest at 18. The protester contends that its "proposal goes above and beyond in identifying and ensuring key personnel and other qualified professionals are available . . . provid[ing] a comprehensive approach[.]" *id.*, later elaborating that its "approach provides comprehensive coverage for tasks described in the PWS, flexibility to quickly form Agile teams . . . , and experts specialized in the current LCNC platforms[.]" Comments & Supp. Protest at 12. The protester further cites the experience of its teaming partner in onboarding over 500 positions for another VA task order, as well as its proposal to deliver key personnel and other team members on the first day of performance, which the protester contends exceeds the RFP's requirement to make them available on the third business day after the task order is issued. Protest at 18.

The agency has provided a declaration from the chair of the technical evaluation team explaining why the agency did not consider the protester's proposed approach to

staffing to warrant a strength.⁴ See AR, Tab 10, Technical Declaration at 10. As the chair explains, the agency did not consider the protester's staffing approach to have any particular merit, as it described a standard approach to "leverag[ing] knowledgeable resources and onboard[ing] qualified, experienced personnel when possible." *Id.* The protester has not demonstrated that this conclusion was unreasonable. While the protester directs us to the section of its proposal addressing its staffing approach, the protester provides little beyond its own characterization of that approach as "above and beyond" and "comprehensive" to demonstrate that the agency unreasonably failed to assign a strength. See, e.g., *ESAC, Inc.*, B-413104.34, Apr. 17, 2019, 2019 CPD ¶ 162 at 6 (protest allegation denied where the protester provided no explanation how its proposal or other documents detailed information that rendered the evaluation unreasonable); *Globecomm Sys., Inc.*, B-405303.2, B-405303.3, Oct. 31, 2011, 2011 CPD ¶ 243 at 9 (denying protest where the protester "copied portions of its proposal--yet provided virtually no supporting explanation as to why the various copied portions of its proposal render[ed] the agency's criticisms invalid"). The protester's disagreement with the agency's conclusions in this regard, without more, does not demonstrate that the agency's evaluation was unreasonable.

Additionally, as the technical chair points out, the protester's citation to its teaming partner's past experience in onboarding personnel, while probative of how that teaming partner has met staffing needs in the past, does not describe the protester's approach to the current effort. AR, Tab 10, Technical Declaration at 10. And as he further points out, the RFP did not have a requirement to make key personnel available within three business days of task order issuance; rather, the RFP requires the contractor to begin performance--including the provision of personnel--on the first day following issuance of the task order. *Id.*; see also, e.g., RFP at 16 (line item for enhancement/development delivery team beginning on task order issuance date and continuing until 12 months after issuance of the order).⁵ It appears that the protester is pointing to a separate requirement to deliver a staff roster within three business days after the order is issued. AR, Tab 10, Technical Declaration at 10 (citing RFP at 12). Thus, by proposing to make key personnel and other team members available on the first day of performance, the protester has not proposed to exceed a requirement of the RFP, as the protester alleges.⁶ On this record, the protester has not demonstrated that it was unreasonable

⁴ As with the adjectival ratings the agency used in its evaluation, the RFP did not define what would constitute a strength. The record reflects that the agency considered a strength to be "[a]ny aspect of a proposal when judged against a stated evaluation criterion, which enhances the merit of the proposal or increases the probability of successful performance of the contract." AR, Tab 11, Evaluation Plan Briefing at 32.

⁵ In this regard, we note that the RFP does not contemplate a transition-in period.

⁶ Moreover, to whatever extent the RFP requires the availability of key personnel within three business days after issuance of the order, the protester has not identified how making those individuals available two days earlier provides a benefit to the agency that merits the assignment of a strength.

for the agency to conclude that its proposal did not merit a strength for its staffing approach.

The protester further contends that the agency unreasonably failed to assign a strength for the protester's proposal to map the ability of delivered software solutions to meet stated performance requirements, thereby meeting performance SLAs and KPIs. Protest at 20; Comments & Supp. Protest at 13-14. As the agency points out, however, meeting SLAs and KPIs is a requirement of the task order to be issued. AR, Tab 10, Technical Declaration at 11. Proposing to meet, rather than exceed, requirements did not support the assignment of a strength in the agency's view. *Id.* The protester argues that the agency's position ignores the protester's proposal to examine the impacts of potential future changes in users, transaction volumes, and data sets, which the protester contends will be beneficial to the agency. Comments & Supp. Protest at 13. This, however, expresses only disagreement with the agency's conclusion that the proposal did not merit a strength. Furthermore, this feature of the protester's proposal was part of the protester's approach to the delivery of modular software solutions pursuant to PWS section 5.2.3. See AR, Tab 6, MicroHealth Technical Proposal at 9. As discussed above, the record demonstrates that the agency reasonably assigned a significant weakness to the protester's proposal for providing only a high-level approach to that PWS section. Thus, to whatever extent this isolated element of the protester's proposal may have merit, it was reasonable for the agency not to assign a strength within the context of the RFP's broader evaluation criteria of demonstrated understanding and feasibility, and the agency's consequent comprehensive approach to evaluating proposals.

As shown by these representative examples, the protester has not demonstrated that the agency unreasonably failed to assign strengths to the protester's proposal. Accordingly, we deny this ground of protest.

Best-Value Tradeoff Decision

Finally, the protester challenges the agency's best-value tradeoff decision. Protest at 8-11. As an initial matter, one of the bases for that challenge is the allegation that the underlying evaluation was unreasonable. *Id.* at 10-11. As we have denied the protester's challenges to the reasonableness of the evaluation, we deny that derivative challenge. See, e.g., *Omnitec Sols.*, *supra* at 16.

The protester also alleges that the agency did not reasonably justify its selection of Technatomy's higher-priced proposal, contending that the agency did not have a reasonable basis for distinguishing between the proposals and failed to explain why Technatomy's proposal warranted the associated price premium. Protest at 9-10. The agency responds that it adequately documented a reasonable tradeoff analysis, as the selection authority conducted a detailed review of the evaluations, looking behind the assigned adjectival ratings, and considered all factors, including price, and their associated weighting. MOL at 1-7. Our review of the record reveals no basis to sustain the protest.

Where, as here, a solicitation provides for issuance of a task order on a best-value tradeoff basis, it is the function of the selection authority to perform a price/technical tradeoff. *Alliant Enter. JV, LLC*, B-410352.5, B-410352.6, July 1, 2015, 2015 CPD ¶ 209 at 13. An agency has broad discretion in making a tradeoff between price and non-price factors, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria. *Id.* at 14. A protester's disagreement with the agency's determination, without more, does not establish that the evaluation or source selection was unreasonable. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 16. Additionally, where an agency conducts a tradeoff in a task order procurement subject to the provisions of FAR subpart 16.5, there is no need for extensive documentation of every consideration factored into the tradeoff decision. FAR 16.505(b)(7); *Lockheed Martin Integrated Sys., Inc.*, B-408134.3, B-408134.5, July 3, 2013, 2013 CPD ¶ 169 at 10. Rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and that the source selection was reasonably based. *Id.*

In making the selection decision, the selection authority detailed the evaluation of Technatomy's proposal, discussing at length the bases for assigning it a strength with respect to the approach to modular software development. AR, Tab 9, SDD at 4-5. The selection authority then compared that proposal with the protester's, noting that both proposals had received ratings of acceptable under the technical factor, but concluding that Technatomy's proposal was superior under that factor. *Id.* at 11. In support of that conclusion, the selection authority detailed the reasons why the agency evaluated the protester's proposal as providing only a high-level approach to modular software solutions delivery, *id.* at 12-13, an evaluation that, as discussed above, we conclude was reasonable. In comparing the proposals, the selection authority specifically noted that Technatomy's proposal had received a strength for the same aspect--the approach to the modular software requirements of PWS section 5.2.3--for which the protester's proposal had received a significant weakness. *Id.* at 11-12, 14. The selection authority also noted the higher risk associated with the protester's proposal resulting from that significant weakness. *Id.* at 12. Thus, the record demonstrates that the selection authority both was aware of and considered the relative merits of the proposals in concluding that Technatomy's proposal was superior under the technical factor.⁷

⁷ In arguing that the agency had no reasonable basis to distinguish between the technical merit of the proposals, the protester repeatedly stresses the fact that both proposals received the same rating of acceptable under the technical factor. See Protest at 9 (characterizing the proposals as "identically rated"); Comments & Supp. Protest at 3 (noting that both proposals received ratings of acceptable); Supp. Comments at 3 (same). Our Office has consistently explained, however, that evaluation ratings are merely guides for intelligent decision-making in the procurement process; the evaluation of proposals and consideration of their relative merit should be based upon a qualitative assessment of proposals consistent with the solicitation's evaluation (continued...)

Turning to price, the selection authority took note of both the approximately \$43.4 million, or 16 percent, price premium that Technatomy's proposal represented and the fact that price was the second most important factor. *Id.* at 13. After finding that the two proposals were essentially equal under the past performance factor, the selection authority concluded that the superiority of Technatomy's proposal under the technical factor warranted the higher price, considering the relative weighting of the factors. *Id.* Thus, the record also demonstrates that the selection authority was aware of and considered the relative prices of the proposals submitted by Technatomy and the protester. Moreover, the selection of Technatomy's proposal despite the price premium was reasonable in light of the paramount importance of the technical factor under the RFP's evaluation scheme, which stated that the technical factor was significantly more important than price, and that even while price was significantly more important than past performance, the technical and past performance factors, when combined, were also significantly more important than price. See RFP at 171. On this record, the protester has not demonstrated that the agency's best-value tradeoff decision was unreasonable or inconsistent with the RFP's terms.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

scheme. *Strategic Operational Sols., Inc.*, B-420159 *et al.*, Dec. 17, 2021, 2021 CPD ¶ 391 at 8. Here, as discussed above, the record reflects that the selection authority performed such a qualitative assessment.