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# Decision

**Matter of:** South Dade Air Conditioning and Refrigeration, Inc.

**File:** B-424292

**Date:** June 5, 2026

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Shane J. McCall, Esq., Nicole D. Pottroff, Esq., John L. Holtz, Esq., Gregory P. Weber, Esq., and Annie E. Birney, Esq., Koprince Law, LLC, for the protester.  
Kara M. Sacilotto, Esq., and Nicholas T. Iliff, Esq., Wiley Rein LLP, for AAA Complete Building Services, Inc., the intervenor.  
Tara N. Mitchell, Esq., General Services Administration, for the agency.  
Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest that the awardee gained an unfair competitive advantage based on employment of a government employee is denied where the agency investigated the matter and reasonably concluded that no unfair competitive advantage exists, and the record demonstrates that any potential conflicts have been sufficiently investigated and mitigated.
  2. Protest alleging that the agency improperly converted the source selection decision from a best-value tradeoff to a lowest-priced technically acceptable competition is denied where the record demonstrates that the agency conducted a reasonable tradeoff in accordance with the terms of the solicitation.
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## DECISION

South Dade Air Conditioning and Refrigeration, Inc. (SDAC), a service-disabled, veteran-owned small business (SDVOSB) of Selma, Alabama, protests the issuance of a blanket purchase agreement (BPA) to AAA Complete Building Services, Inc. (CBS) of Washington, District of Columbia (DC), under request for quotations (RFQ) No. 47PN1125Q0002, issued by the General Services Administration (GSA) for building services. The protester raises conflict of interest allegations and challenges the source selection decision.

We deny the protest.

## BACKGROUND

The RFQ was issued on May 21, 2025, using the federal supply schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR), Tab G, RFQ at 2, 4.<sup>1</sup> GSA sought quotations for facilities engineering, operations and maintenance services, pest control services, and elevator maintenance at the Ronald Reagan Building and International Trade Center (RRBITC) in Washington, DC. *Id.* The RFQ contemplated establishing a BPA with a 1-year base period and nine 1-year option periods. Quotations would be evaluated on a best-value tradeoff basis considering the following evaluation factors, listed here in descending order of importance, and where the collective weight of the non-price factors was considered more important than price: (1) management plan; (2) prior experience; (3) past performance; (4) socioeconomic designation; and (5) price. RFQ at 11, 19-20. Quotations were due by October 21. Contracting Officer's Statement (COS) at 4.

GSA received eight quotations in response to the RFQ, including from SDAC and CBS. COS at 4. The relevant evaluation results are as follows:

	<b>SDAC</b>	<b>CBS</b>
<b>Management Plan</b>	Very Good	Acceptable
<b>Prior Experience</b>	Acceptable	Acceptable
<b>Past Performance</b>	Acceptable	Acceptable
<b>Socioeconomic Designation</b>	SDVOSB	Large
<b>Total Evaluated Price</b>	\$157,500,853	\$138,924,952

AR, Tab F, Source Selection Decision Document (SSDD) at 12-13. The agency recognized SDAC's technical superiority but also noted its higher price. *Id.* at 17. Based on the evaluation results, the agency concluded that it was in the best interest of the government to issue the BPA to CBS, the firm offering the lower-priced, lower-technically rated quotation. *Id.* On February 19, 2026, SDAC received a brief explanation of the award decision. Protest, exh. C, Brief Explanation of Award at 1.

On February 23, an SDAC employee telephoned the contracting officer concerning what SDAC describes as a potential organizational conflict of interest (OCI) involving a CBS employee who also works for GSA. Protest at 6; *id.*, exh. D, Declaration ¶¶ 7; COS at 5-6. In response, the contracting officer vowed to investigate the matter. COS at 6.

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<sup>1</sup> Our citations to the record reference the Adobe PDF page numbers of the relevant document. Additionally, our citations to documents from the agency report refer to the filing at Electronic Protest Docketing System No. 20 (the "corrected" version of the report).

On February 25, the contracting officer shared the results of the investigation with SDAC. Protest, exh. E, Email from GSA to SDAC (Feb. 25, 2026). The contracting officer explained that the individual in question indeed holds dual employment with CBS and GSA. *Id.* The contracting officer further explained that the individual had reported the dual employment to GSA and that it had been “cleared” by the agency. *Id.* Additionally, the contracting officer attested that the individual was “not a member of the evaluation voting panel, was not granted any access to secure sensitive procurement materials and did not participate in the evaluation of [quotations] nor the award process.” *Id.* The contracting officer concluded by stating, “I consider the matter closed.” *Id.* On March 2, the instant protest was filed with our Office.

## DISCUSSION

SDAC raises two primary challenges. First, SDAC alleges that CBS’s employment of a government employee gave it an unfair competitive advantage and creates conflicts that the agency failed to properly investigate and that could not be mitigated. Second, SDAC argues that the agency improperly converted the source selection decision from a best-value tradeoff to a lowest-priced technically acceptable (LPTA) competition. We have reviewed these challenges and find no basis to sustain the protest.

### Unfair Competitive Advantage and Conflict of Interest Allegations

SDAC’s allegations flow from the following facts. It is undisputed that an individual at issue, X,<sup>2</sup> is a full-time GSA employee and a part-time CBS employee. COS at 6-7. As a GSA employee, X is a building manager at RRBITC, the site for the work contemplated in the instant procurement.<sup>3</sup> Memorandum of Law (MOL) at 2. As a CBS employee, X works as a “DC Third Class steam operating engineer” at another federal building in Washington, DC.<sup>4</sup> AR, Tab C, Letter from CBS to GSA at 3. The dispute involves whether X’s dual employment provided CBS with an unfair competitive advantage and created conflicts of interest requiring the agency to disqualify CBS from participating in this procurement. According to SDAC, X’s dual employment provides CBS with an unfair competitive advantage by giving CBS unequal access to non-public information and creates a conflict of interest that results in impaired objectivity concerns.

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<sup>2</sup> Our decision refers to the individual with dual employment as “X.”

<sup>3</sup> The protester asserts that a GSA building manager’s duties include monitoring and scheduling maintenance, overseeing and evaluating contractor work, and leveraging GSA systems to provide information on contracts, projects, and other vital aspects. Protest at 9. The agency neither addresses the job description of a building manager nor contests SDAC’s description of the position.

<sup>4</sup> CBS states that the duties of a steam operating engineer include monitoring the federal building’s mechanical plant operations, taking necessary readings, and making adjustments as needed. AR, Tab C, Letter from CBS to GSA at 3.

As discussed above, the RFQ sought quotations for various maintenance services at RRBITC. RFQ at 2. SDAC argues that X's full-time job as a GSA-employed building manager at RRBITC provided X with "access to anything and everything necessary to run the maintenance operations for RRBITC, including personal internal knowledge of the staffing and pricing for the building." Protest at 7. According to SDAC, X had "ample opportunity" to relay such information to their other employer, CBS, granting CBS unequal access to non-public, competitively useful information.<sup>5</sup> *Id.*; see also Comments at 4 (alleging that X had access to "pricing changes, price fluctuations, and other insider details that would have benefitted Awardee's offer.").

SDAC also alleges that X's dual employment raises impaired objectivity concerns by creating a situation where X, as a GSA employee, will be evaluating the work done at the RRBITC by their other employer, CBS.<sup>6</sup> Protest at 9; Comments at 1, 3. The protester maintains that such a situation creates the appearance of a conflict which "alone provides sufficient grounds for sustaining the protest." Comments at 1. The agency asserts that it has investigated the matter and concluded that CBS's employment of X did not create an unfair competitive advantage and any potential conflict has been mitigated by X's recusal from any involvement in the performance of CBS at RRBITC. As discussed below, we find no basis to sustain the protest.

A guiding principle recognized by our Office is the obligation of contracting agencies to avoid even the appearance of impropriety in government procurements. FAR 3.101; *VSE Corp.*, B-404833.4, Nov. 21, 2011, at 7. Where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be disqualified from a competition based on the appearance of impropriety created by the situation, even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on hard facts and not on mere innuendo or suspicion.<sup>7</sup> *Geo Owl, LLC*, B-420599, June 13, 2022, at 4. The assessment of whether

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<sup>5</sup> We note that SDAC frames its challenge both in terms of unfair competitive advantage stemming from the awardee's employment of a government official and an unequal access to information OCI. Our Office has previously recognized that the analysis for these discrete issues is virtually indistinguishable. See *Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, at 28 n.15.

<sup>6</sup> In its comments on the agency report, SDAC makes a cursory allegation for the first time that X could possibly be evaluating the work of CBS's competitors. See Comments at 3, 6. SDAC could have raised this issue in the initial protest but failed to do so. See *generally* Protest. Our Bid Protest Regulations do not contemplate the piecemeal presentation or development of protest issues through later submissions providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *Pivotal Point LLC*, B-423072.2, Nov. 25, 2025, at 6 n.2. Thus, we find the challenge untimely and will not consider it further. 4 C.F.R. § 21.2(a)(2).

<sup>7</sup> We note that X is a *current* government employee, not a *former* government employee. While our decisions typically address this issue in terms of former

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an unfair competitive advantage has been created by a firm's hiring of a former government official (or in this case, employing a current government official) is based on a variety of factors, including an assessment of whether the government employee had access to non-public proprietary or source selection sensitive information that was competitively useful. *Peraton, Inc.*, B-421038.6 *et al.*, Apr. 12, 2023, at 5.

The existence of an appearance of impropriety based on alleged unfair competitive advantage depends on the circumstances of each case. As a general matter, in determining whether an offeror has gained an unfair competitive advantage in hiring a government official based on the individual's knowledge of non-public information, our Office has considered a variety of factors such as whether the individual had access to non-public information not otherwise available to the protester, or non-public proprietary information of the protester, and whether the non-public information was competitively useful. *VSE Corp.*, *supra*.

Ultimately, the responsibility for determining whether an appearance of impropriety exists, and whether an offeror should be allowed to continue to compete, is a matter for the contracting agency. *ASRC Fed. Sys. Sols., LLC*, B-420443, B-420443.2, Apr. 12, 2022, at 5. We review the reasonableness of a contracting officer's investigation and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, at 25.

Furthermore, the FAR instructs agencies to avoid, neutralize, or mitigate significant OCIs before contract award to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.501, 9.504, 9.505. Subpart 9.5 of the FAR, and our Office's decisions, broadly categorize OCIs into three groups. The instant protest involves the groups known as unequal access to information and impaired objectivity.

An unequal access to information OCI exists where a firm has access to non-public information as part of its performance of a government contract, and where that information may provide the firm with an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Accenture Fed. Servs., LLC*, B-423859, B-423859.2, Jan. 16, 2026, at 8. The concern regarding this type of conflict is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the government, or source selection information that is relevant to the contract but is not available to all competitors, and such

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government employees (not, like here, a full-time government, part-time private employee), we think this scenario is sufficiently analogous to matters involving former government employees to apply the reasoning from those decisions to this matter.

information would assist that contractor in obtaining the contract. *Accenture Fed. Servs., LLC, supra.*

An impaired objectivity OCI arises where a firm's ability to render impartial advice to the government in connection with an evaluation of its own products or services, or those of a competitor, is impaired because of the firm's competing interests. FAR 9.505-3; *Lockheed Martin Corp.*, B-423294, May 2, 2025, at 5. The concern in such impaired objectivity situations is that a firm's ability to render impartial advice to the government will be undermined by the firm's competing interests. *Id.* (citing *PURVIS Sys., Inc.*, B-293807.3, B-293807.4, Aug. 16, 2004, at 7).

As explained above, SDAC first reported the alleged issue with X's dual employment on February 23. COS at 5-6. SDAC expressed concerns with the awardee's employment of X and alleged that the dual employment gave CBS an unfair competitive advantage. *Id.*

In response, the contracting officer investigated the allegation. *Id.* The contracting officer first inquired with the relevant government individuals at RRBITC and learned that X is employed by GSA at RRBITC as a building manager, that X had disclosed their employment with CBS to the GSA management team and GSA agency counsel, and that the dual employment was "cleared" by the agency. *Id.* at 6-7; Protest, exh. E, Email from GSA to SDAC (Feb. 25, 2026). The contracting officer also learned that "prior to the start of the procurement planning for this solicitation, [X] recused [themselves] from all participation in the procurement process." COS at 7.

Further, the contracting officer states that for this procurement, he (the contracting officer) acted as the source selection authority (SSA) and that he had no communication with X about the solicitation process nor did he disclose to X any sensitive procurement information. *Id.* GSA confirms that X was not involved in the instant procurement and that during the source selection process, all information safeguarding protocols were followed. *Id.* at 6; MOL at 2.

After the protest was filed, the contracting officer supplemented the investigation by contacting CBS with a series of written questions. AR, Tab B, Email from GSA to CBS. In short, CBS confirmed that X is a part-time CBS employee, X did not provide CBS with information about RRBITC, X did not participate in CBS's quotation preparation, and X had no contact with the CBS employees that prepared CBS's quotation. AR, Tab C, Letter from CBS to GSA at 2-4. The CBS employees that prepared the quotation attested that X was not a part of the quotation preparation team and had no contact with members of the quotation preparation team. *Id.*

Finally, as part of the agency report, GSA produced signed recusal letters from X. The letters explained that X, in their capacity as a GSA-employed building manager, recused themselves from "all matters involving, directly or indirectly, **CBS.**" AR, Tab D, WPM1D Recusal Letter; AR, Tab E, PMAA Recusal Letter.

On this record, we find no basis to conclude that CBS enjoyed an unfair competitive advantage due to its employment of X as a part-time steam operating engineer. The contracting officer's investigation gave meaningful consideration to whether any conflicts exist and reached a reasonable conclusion based on the facts available. Put simply, the protester's allegations are unsupported by hard facts and boil down to innuendo and suspicion.

First, nothing in the record supports a finding that X had access to non-public proprietary or source selection sensitive information that was competitively useful for this procurement. The contracting officer's investigation revealed that X was recused from participating in the instant procurement "prior to the start of the procurement planning[.]" and that X was not a member of the procurement team in any capacity. COS at 6-7.

While SDAC contends that X's GSA position gave them access to "anything and everything necessary to run maintenance operations for RRBITC," the protester offers no elaboration or support for this conclusory allegation. See Protest at 7; see also Comments at 4 ("[X] had access to far more nuances of data and pricing . . . than what was provided to offerors in the RFQ."). SDAC does not identify any data or pricing that X would have had access to, or what non-public information X had access to that would have been competitively useful. Rather than submitting any specific hard facts, SDAC merely relies on X's position as a GSA-employed building manager as *per se* evidence that they had access to relevant non-public information. See e.g., Comments at 3 (stating that its "hard fact[]" is X's dual employment with GSA and CBS). However, X's GSA employment, standing alone, does not demonstrate that they had access to any particular information, competitively useful or otherwise. Importantly, the contracting officer's investigation supports the conclusion that X did not have access to any non-public information that could have been competitively useful in this procurement.

Second, the record does not contain any evidence supporting SDAC's allegation that X was providing any information about RRBITC to CBS. In fact, the record refutes such an allegation. As part of the contracting officer's investigation, CBS was asked to address whether X had provided the firm with access to information about RRBITC and whether X had assisted, directly or indirectly, with the firm's quotation preparation. AR, Tab C, Letter from CBS to GSA. CBS unambiguously responded that X did not provide the firm or any member of the firm with information about RRBITC and was not involved with the firm's quotation preparation in any fashion. *Id.* at 3.

While SDAC contests the sufficiency of CBS's statement and the agency's reliance on the statement, the protester does not provide our Office with any clear evidence demonstrating that the agency's reliance on the statement was unreasonable. See e.g., Comments at 5 ("The investigation boiled down to simply the [contracting officer] accepting some recusal statements, and a 'trust me' email from [CBS]."). Absent any clear evidence demonstrating a basis to question the statement or the agency's reliance on the statement, SDAC's protest ground amounts to disagreement with the agency's investigation which, standing alone, is not a basis to sustain the protest. See *VSE*

*Corp.*, *supra* at 8 (where the record shows an agency’s meaningful consideration to whether a conflict of interest exists, we will not substitute our judgment for the agency’s absent clear evidence that the agency’s conclusion was unreasonable). Accordingly, we deny the allegations that CBS enjoyed an unfair competitive advantage and that it suffered from an unequal access to information OCI.<sup>8</sup>

Finally, the record rebuts SDAC’s allegation that CBS suffers from an impaired objectivity OCI by virtue of X evaluating CBS’s work at RRBITC. In this regard, as noted above the record contains signed recusal letters from X to the relevant GSA offices stating: “I hereby disqualify myself from all matters involving, directly or indirectly, **CBS**. I understand that if my duties require that I participate in such matters, I may be required to choose between my employment with GSA and my employment with **CBS**.” AR, Tab D, WPM1D Recusal Letter; AR, Tab E, PMAA Recusal Letter.

While SDAC argues that the recusal letters are *per se* evidence that an unmitigable conflict exists, we disagree. See Comments at 2 (“the recusal document itself is an admission of an OCI. If there was no conflict, there is no need for a recusal.”). In matters involving conflict allegations, it is not uncommon for relevant individuals to recuse themselves from certain activities; recusals are not *per se* evidence of unmitigable conflicts. See *e.g.*, *Island Creek Assocs., LLC*, B-423301.3, Dec. 5, 2025, at 12-13 (denying protest alleging various conflicts where the agency’s investigation reasonably found no conflicts existed or that any conflicts were adequately mitigated); *CACI, Inc.-Federal; General Dynamics One Source, LLC*, B-413860.4 *et al.*, Jan. 5, 2018, at 20-21 (finding no basis to sustain a protest ground involving an agency official’s recusal where the official’s recusal was “out of an abundance of caution” to avoid the appearance of bias or conflict).

SDAC also argues that the recusal is insufficient to mitigate any conflicts; however, SDAC does not offer anything beyond its disagreement with the approach. See *e.g.*, Comments at 5-6 (“GSA ensuring that [X] will be removed from Awardee’s involvement in the future, merely confirms that [X’s] involvement created an ongoing and continuing OCI”). A protester’s disagreement, without more, is not a basis to sustain the protest. *Lockheed Martin Corp.*, *supra* at 7.

We recognize that this set of facts presents an unusual scenario. As the protester itself notes, an impaired objectivity OCI typically arises where “a firm’s ability to render impartial advice to the government will be undermined by its relationship to the product

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<sup>8</sup> As an additional note here, SDAC has not explained how CBS’s alleged receipt of insider information through X could have given CBS an advantage in this procurement. As the contracting officer explains, this procurement is considered a new requirement and all competitors were to prepare their quotations in accordance with the information contained in the RFQ, performance work statement, and bidder’s library. COS at 8. In other words, all competitors had access to all of the relevant competitively useful information.

or service being evaluated.” Protest at 8 (citing *DRS Tech. Servs., Inc.*, B-411573.2, B-411573.3, Nov. 9, 2015; and *PURVIS Sys., Inc.*, B-293807.3, B-293807.4, Aug. 16, 2004). That is, the usual focus of the inquiry is on the *firm*, not the *government* or a government employee with part-time private employment. Where SDAC is arguing that “CBS (through [X]) will be reviewing [CBS’s] work at the Ronald Reagan Building” and that this creates an impaired objectivity OCI, we find that the agency sufficiently investigated this issue and implemented an appropriate mitigation strategy. See Comments at 6. In this regard, the record demonstrates that X will not be in a position to evaluate CBS or otherwise take part in agency business involving CBS. This goes to the heart of SDAC’s complaint and sufficiently rebuts it. In other words, to the extent any impaired objectivity OCI exists, X’s recusal from all matters involving CBS represents a sufficient mitigation of that conflict.<sup>9</sup> Accordingly, the allegation that CBS suffers from an impaired objectivity OCI is denied.<sup>10</sup> FAR 9.505-3; *Lockheed Martin Corp.*, *supra* at 7.

### Source Selection Decision

SDAC argues that GSA’s source selection decision departed from the RFQ’s stated evaluation criteria by selecting CBS’s lower-technically rated, lower-priced quotation for award. Protest at 10-12; Comments at 7-10. According to the protester, the source selection decision was entirely focused on price, in effect converting this procurement from a best-value tradeoff to an LPTA competition. *Id.*

GSA counters that its source selection decision was reasonable and in accordance with the terms of the solicitation. MOL at 4-5. GSA recognizes SDAC’s technical superiority but contends that “the significant price difference” between SDAC’s quotation and CBS’s quotation “was too substantial to justify SDAC’s slight technical advantage.” *Id.* at 4. As discussed below, we deny the protest ground.

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<sup>9</sup> Given that the conflict as alleged by SDAC would arise from X’s performance of his duties as a government employee in potentially evaluating CBS’s work, we question whether CBS itself has an impaired objectivity OCI, or whether any issues that arise would be for the government to address as part of X’s performance as a government employee. Nevertheless, by recusing X from any matter involving CBS, the agency avoids any impaired objectivity conflict created by X’s dual employment.

<sup>10</sup> SDAC also argued that “federal regulation forbids outside employment for contractors[.]” Protest at 7-8, 10. The agency addressed this challenge in the agency report and SDAC failed to respond to the agency’s defense in its comments. MOL at 3 (explaining that federal employees are not categorically prohibited from outside employment; they are prohibited from outside employment that conflicts with official government duties and responsibilities); *see generally* Comments (failure to respond). Accordingly, we consider the challenge abandoned. 4 C.F.R. § 21.3(i)(3); *Graham Servs., LLC*, B-419588, B-419588.2, May 12, 2021, at 3 n.2.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for selecting a quotation on a best value basis, it is the function of the SSA to perform a price/technical tradeoff. *General Dynamics Info. Tech., Inc.*, B-406030, B-406030.3, Jan. 25, 2012, at 6. That is, to determine whether one quotation's technical superiority is worth its higher price. Even where a solicitation emphasizes technical merit over price, an agency may properly select a lower-technically rated, lower-priced quotation for award if the agency reasonably concluded that the price premium involved in selecting the higher-priced quotation is not justified in light of the acceptable level of technical competence available at a lower price. *Id.*

Here, the RFQ contemplated issuance of the BPA to the firm whose quotation represented the best value to the government considering four non-price factors and price. RFQ at 11. The RFQ stated that "[t]he combined weight of the non-price factors [was] more important than price[.]" and established the management plan factor as the most important non-price factor. *Id.*

In making the source selection decision, the SSA recognized SDAC's technical superiority over CBS due to SDAC's rating under the management plan factor and SDAC's socioeconomic designation as an SDVOSB. AR, Tab F, SSDD at 16. The SSA then discussed whether SDAC's quotation was found to provide such value and benefit to the government to support its higher price. *Id.*

In conducting this analysis, the SSA noted SDAC's rating of very good under the management plan factor was based on the firm's clear, concise, and defined submission that provided direct responses to all performance work statement requirements. *Id.* at 16-17. The SSA also noted that the technical evaluation panel found "several favorable aspects" in SDAC's quotation. *Id.* at 17.

In comparison, the SSA noted CBS's rating of acceptable under the management plan factor and that the firm's quotation was determined to have met the required solicitation elements. *Id.* at 13. The SSA further discussed added benefits offered by CBS's quotation such as [DELETED]. *Id.* Additionally, the SSA noted that CBS demonstrated prior experience of similar size and complexity as the instant requirement with at least one prior experience including a building that exceeded the size of RRBITC. *Id.*

Ultimately, the SSA determined that the favorable aspects of SDAC's quotation as compared to CBS's quotation were not "of such weight to add additional benefit to the government to the extent supporting award to a substantially higher priced offeror." *Id.* The SSA further elaborated that "there is no justification to award to a firm whose price submission . . . is 11.8 [percent] higher than the second [highest] technically rated firm[, (CBS),] whose evaluation clearly demonstrates moderately high probability of successful contract performance." *Id.* The SSA concluded that based on the evaluation results, it was in the government's best interest to issue the BPA to CBS. *Id.*

On this record, we find no basis to disturb GSA's source selection decision. The record sufficiently demonstrates that GSA reasonably selected CBS's lower-technically rated,

lower-priced quotation based, in part, on its conclusion that the price premium associated with SDAC's quotation was not justified in light of the acceptable level of technical competence available from CBS at a lower price. We find nothing unreasonable about such a conclusion. See e.g., *General Dynamics Info. Tech., Inc., supra*. The protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel