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Decision

Matter of: Concurrent Technologies Corporation

File: B-415513; B-415513.2

Date: January 18, 2018

Seamus Curley, Esq., and Samantha M. Rubin, Esq., Stroock & Stroock & Lavan LLP, for the protester.

Kara M. Sacilotto, Esq., and J. Ryan Frazee, Esq., Wiley Rein LLP, for Booz Allen Hamilton, Inc., an intervenor.

Kathryn R. Sommerkamp, Esq., and Karen K. Vanek, Esq., Department of the Army, for the agency.

Young H. Cho, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation and the selection of higher-rated, higher-priced proposal is denied where the record shows that the agency's evaluation and selection decision were reasonable and consistent with the solicitation.

DECISION

Concurrent Technologies Corporation, of Jonestown, Pennsylvania, protests the award of a task order to Booz Allen Hamilton, Inc., of Herndon, Virginia, under task order request for proposals (RFP) No. W912DY-17-R-0048, issued by the Department of the Army, Corps of Engineers (Corps), for program management services. The protester challenges the evaluation of the proposals and the selection decision.

We deny the protest.

BACKGROUND

The RFP was issued on June 21, 2017, under Federal Acquisition Regulation (FAR) subpart 16.5, to contractors holding General Services Administration's (GSA) One Acquisition Solution for Integrated Services (OASIS) indefinite-delivery,

indefinite-quantity (IDIQ) contract. See RFP at 1.¹ The RFP sought program management services for the Army Office of Energy Initiatives (OEI) and Air Force Office of Energy Assurance (OEA) for energy security and resiliency projects.² Id.; see also AR, COSMOL at 4. The solicitation contemplated the issuance of a single hybrid fixed-price, cost-reimbursable, and cost-plus-fixed-fee task order, with a 9-month base period, three 12-month options, and one 9-month option. RFP at 3, 4. Award was to be made on a best-value tradeoff basis considering technical experience and management approach, past performance, and cost/price. Id. at 26. The solicitation advised that the non-cost/price factors would be given adjectival ratings. Id. The technical experience and management approach factor included the following four areas of evaluation: technical experience, performance work statement (PWS) approach, management and staffing plan, and transition plan (phase-in). Id. The solicitation stated that the technical experience and management approach factor was of higher importance than the past performance factor; and that when combined, the non-cost/price factors were significantly more important than the cost/price factor. Id.

As relevant here, for technical experience, the solicitation advised that the offeror's relevant and recent projects³ would be evaluated to assess the offeror's likelihood of successful performance based on the offeror's demonstrated experience in project management activities;⁴ project investigation and development; financial analysis

¹ The solicitation was amended four times. All references are to the final version as amended.

² OEI is the central management office for the business case development and execution of large-scale renewable and alternative energy security projects with preferred financing through private capital investment. Agency Report (AR), Combined Contracting Officer's Statement and Memorandum of Law (COSMOL) at 2. OEA is the Air Force counterpart to the OEI. OEA serves as the central management office, or "storefront," for energy security and energy resiliency projects across the Air Force enterprise. Id. Concurrent is a subcontractor to the incumbent contractor, who has been proposed as a subcontractor for this procurement.

³ Offerors were instructed to provide information about no more than three projects that were performed in the last five years from the closing date of this RFP and that were similar in size, scope, and magnitude, demonstrating the offeror's experience in the specified areas. RFP at 20-21.

⁴ As relevant here, for project management activities, the RFP instructed offerors to describe and demonstrate the offeror's experience in creating project schedules, quality control plans, safety plans, and methods used to control costs (i.e., software, processes, internal controls, etc.); and establishing and executing management controls in order to meet cost and time targets for project development and project execution. RFP at 20.

expertise;⁵ public relations; and energy industry experts as defined by the RFP and PWS. Id. at 27. This evaluation would also consider the demonstrated breadth and depth of the experience. Id.

Concurrent and Booz Allen submitted timely proposals. A source selection evaluation board (SSEB) was established to evaluate the proposals. The agency formed a competitive range that included Concurrent and Booz Allen, conducted discussions, and received timely final proposal revisions (FPRs). The FPRs submitted by Concurrent and Booz Allen were evaluated as follows:

	Concurrent	Booz Allen
Technical Experience and Management Approach	Good	Outstanding
Past Performance	Substantial Confidence	Substantial Confidence
Cost/Price	\$46,655,845	\$53,107,773

AR, Tab K, Source Selection Decision Document (SSDD) at 7.

The contracting officer (CO), who was the source selection authority (SSA) for this procurement, performed a comparative assessment between the proposals and found Booz Allen's technical proposal was ranked the highest overall. Id. at 11. The CO/SSA noted that Booz Allen offered 18 strengths under the most important technical experience and management approach factor that would greatly benefit the government and provide the most value in supporting the mission of the customer.⁶ Id. at 10-11. Specifically, the CO/SSA found that Booz Allen provided expertise in several critical areas, such as financial analysis expertise and energy industry experts. Id. at 11. The CO/SSA also noted that the SSEB found that Booz Allen's strengths would increase efficiency and quality; improve project execution; help control project schedule, budget, and scope; and that the risk of unsuccessful performance is exceptionally low. Id. at 11-12.

The CO/SSA further stated that in making her decision, she relied not only on the greater number of strengths identified in Booz Allen's proposal, but also on the nature of the strengths, and identified the following five attributes as noteworthy: Booz Allen's

⁵ As relevant here, for financial analysis expertise, the RFP instructed offerors to describe and demonstrate the offeror's experience in performing concept project pro-forma analysis, price and cost forecast modeling for potential renewable and alternative energy projects (e.g., revenue from energy generation, peak shaving, battery storage; expenses for capital construction costs, land, operation and maintenance costs, and financing costs), as well as energy commodity and electric power delivery price and cost forecast modeling. RFP at 21.

⁶ As relevant here, Concurrent was assessed eight strengths. AR, Tab K, SSDD at 11.

(1) proven experience in applying new and emerging energy storage technology on large complex energy projects and [DELETED] to battery storage experts; (2) demonstrated expertise in grant application and management; (3) innovative two-phased approach to incorporation of [DELETED] into projects; (4) [DELETED] database coupled with its monitoring and tracking of [DELETED]; and (5) capability to rapidly identify and successfully execute multiple large scale renewable projects. Id. at 12.

The CO/SSA also noted that under the past performance factor, Booz Allen was assigned a substantial confidence rating based on its submission of recent and very relevant projects that were rated very good or excellent. Id.

The CO/SSA concluded, based on her comparison of the proposals, and giving appropriate consideration to the importance of the evaluation factors set forth in the RFP, that Booz Allen's proposal represented the best value to the government. Id. In this regard, the CO/SSA noted that Booz Allen was ranked highest for the most important technical experience and management approach factor, and received the highest possible rating under the past performance factor. Id. The CO/SSA specifically found that "[t]he quantity and quality of the strengths offered by Booz Allen [] coupled with its strong experience and past performance and exceptionally low risk of unsuccessful performance warrants paying the higher price." Id.

Concurrent was notified of the award on September 28 and received a written debriefing on October 5. This protest followed.⁷

DISCUSSION

Concurrent challenges the agency's evaluation of its and Booz Allen's proposals and the selection decision. In its various protest submissions, Concurrent raises arguments that are in addition to, or variations of, those discussed herein, including: challenges to the agency's assessment of strengths and significant strengths in its evaluation of the competing offerors' technical proposals; and challenges to the agency's best-value tradeoff. Several of these arguments essentially request that our Office substitute its judgment regarding the proposals' relative technical merits for the judgment of the procuring agency--something this Office declines to do. See, e.g., ManTech Advanced Sys. Int'l, Inc., B-413717, Dec. 16, 2016, 2016 CPD ¶ 370 at 3. Although our decision does not specifically discuss all of Concurrent's arguments, we have reviewed all of the protester's various arguments and find no basis to sustain the protest.

In reviewing protests of an agency's evaluation and source selection decision, even in a task or delivery order competition as here, we do not reevaluate proposals; rather, we

⁷ The awarded value of the task order at issue exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of orders under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f)(2).

review the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. See Ball Aerospace & Techs. Corp., B-411359, B-411359.2, July 16, 2015, 2015 CPD ¶ 219 at 7. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. Id.

Concurrent's Proposal

With regard to the evaluation of its own proposal, the protester argues that the agency ignored numerous strengths in its proposal under the technical experience and management approach factor. See Protest at 23-27; 31-38; Supplemental (Supp.) Protest at 8-15. In this regard, the protester primarily argues that the agency engaged in disparate treatment by failing to assess 16 additional, purported, strengths that the protester identifies in its own proposal, while assessing strengths to Booz Allen's proposal that Concurrent questions, asserting that both proposals contained substantively similar or comparable content. Supp. Protest at 8-15; see also Protester's Supp. Comments at 17-29.

In response, the agency addresses each allegation, explaining why the proposal provisions of the two offers were not substantially similar and the basis on which it determined whether strengths should be assessed. See AR, Supp. COSMOL at 30-54. In support of these explanations, the agency provides declarations from the SSEB. See AR, Tab T, Tab U, Tab V. In each instance, the evaluators explained that the proposals were not substantially similar, provided explanations for the differences, and why no additional strength was warranted. Id.

For example, the protester argues that the agency unreasonably assessed a strength for Booz Allen's, but not Concurrent's, [DELETED] database.⁸ See Supp. Protest at 10-11; Protester's Supp. Comments at 18-20. Concurrent notes that Booz Allen's [DELETED] database was one of the discriminators highlighted by the CO/SSA in making her best-value tradeoff decision. Protester's Supp. Comments at 18. Concurrent also notes that [DELETED] has the same type of [DELETED] database, for which Concurrent was not assessed a strength. Id.

In response, the agency explains the differences between the two tools. In this regard, the agency explains that Booz Allen's [DELETED] database was "proposed to be used to evaluate future potential [DELETED] and eliminate government [DELETED] and improve efficacy, where/if found to be nonviable early on in the process." See AR, Supp. COSMOL at 33-34; see also Tab T, Declaration from SSEB Member at 3. By

⁸ The SSEB assessed this strength for demonstrating experience in project management activities under the technical experience and management approach factor, technical experience area. See AR, Tab L, SSEB Report at 16.

contrast, the “internal control system” that the protester argues is “the same type of [DELETED] database,” tracked the [DELETED] functions to manage the project. Id.

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. See Alphaport, Inc., B-414086, B-414086.2, Feb. 10, 2017, 2017 CPD ¶ 69 at 7; Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 6. Here, as explained by the agency, Concurrent has not shown that only Booz Allen received credit for something that both Concurrent and Booz Allen proposed--i.e., made the requisite showing that the agency treated the two proposals unequally. In this regard, Booz Allen’s proposal stated that it “developed a [DELETED] database comprised of [DELETED] that cites [DELETED] documentation. This enables more accurate technical and financial analysis associated with [DELETED], at the [DELETED] side of the electrical grid, leading to better-informed project [DELETED] decisions and improve negotiating positions.” See AR, Tab H, Booz Allen Proposal at 2. The SSEB found that “[u]se of this type of database tool would improve efficiency and quality of project management work products and reduce pursuit of nonviable projects which would increase [the] likelihood of successful performance to the [g]overnment. [This experience a]lso demonstrates the [o]fferor’s ability to create and execute processes and procedures that improve project execution.” See AR, Tab L, SSEB Report at 16.

In contrast, the portion of the protester’s proposal for which Concurrent argues it should also have been assessed a strength, stated that [DELETED] played a central role in designing a database for its customer agency that “helped improve the effectiveness and efficiency of operations in meeting [DELETED] targets, increased reliability of [DELETED] reporting and sets the industry standard for effectiveness and efficiency of operations.” See AR, Tab G, Concurrent FPR at 8. Concurrent contends that “[t]hose improvements in operations efficiency allowed [the agency] to quantify that they were meeting goals for project [DELETED] targets, [DELETED] robustness, timely and effective project execution and [DELETED] excellence.” Id.

On this record, the protester’s arguments do not provide any basis to sustain the protest. While in its comments to the agency’s response, the protester argues that the agency’s explanation is “a bogus distinction,” and that [DELETED] database could be used to “evaluate future potential [DELETED] and eliminate government [DELETED] and improve efficacy,” the protester provides no support for this argument. See Protester’s Supp. Comments at 19-20. Similarly, while the protester also argues that its “database is clearly forward-looking,” because it set “the industry standard for effectiveness and efficiency of operations,” the protester offers nothing more than conclusory statements and its disagreement with the agency’s assessment. Id. at 19. This, by itself, is not sufficient to establish that an agency acted unreasonably. Ball Aerospace & Techs. Corp., supra. Accordingly, the protester’s arguments do not provide any basis to sustain the protest.

The protester also argues that the agency engaged in disparate treatment by assessing duplicative strengths for Booz Allen based on the same proposal content and by

assessing strengths for areas of experience other than what the offeror proposed, but declining to assess additional strengths that the protester argues should have been assigned to Concurrent on the basis that they were “duplication of strengths already identified by the [SSEB].” See Supp. Protest at 13-15; see also AR, COSMOL at 26-40. For example, the protester argues that in addition to assessing a strength for Booz Allen for demonstrating experience in project management activities, the agency also assessed another strength for demonstrating experience in financial analysis expertise based on the same proposal content discussing the development of its [DELETED] database. See Supp. Protest at 14.

In response, the agency explains that the SSEB did not assess duplicative strengths for Booz Allen’s proposal; rather, the evaluators found substantively different content within certain passages in Booz Allen’s proposal that merited the assessment of more than one substantively different strength in more than one area of evaluation of technical experience (*i.e.*, project management activities; project investigation and development; financial analysis expertise; public relations; and energy industry experts) under the technical experience and management factor. Agency’s Response to GAO Request for Information (RFI) at 2. The agency further explains that as documented in the SSEB’s evaluation, the two strengths that were assessed to Booz Allen actually contained two attributes that supported the finding of strengths. Id. at 4. Finally, the agency explains that it used the same methodology for both offerors, however, the SSEB did not identify any substantively different content in the protester’s proposal that warranted the assessment of multiple strengths. Id. at 2.

Here, the record shows that in addition to the strength discussed above assessed for demonstrating experience in project management activities, Booz Allen was assessed a strength for demonstrating financial analysis expertise for its “established ability to develop a mechanism to proactively monitor and track [DELETED] and [DELETED] in a database, [which] would allow the [g]overnment to benefit from more accurate and timely [DELETED]. Having this information improves the [g]overnment’s bargaining position and increases [the] likelihood of successful projects.” See AR, Tab L, SSEB Report at 17. The SSEB Report specifically noted that its assessment was based on a statement in the awardee’s proposal that “[Booz Allen] monitors [DELETED] to identify when changes in [DELETED] make projects more financially valuable. Booz Allen developed a [DELETED] database comprised of [DELETED] . . . leading to better-informed project [DELETED] decisions and improve[d] negotiating positions.” Id.

On this record, we do not find the agency’s assessment of two separate strengths for two separate benefits based on a single paragraph from Booz Allen’s proposal objectionable or inconsistent with the solicitation. Ultimately, we agree with the agency that the different evaluation results were the result of the difference in proposal content rather than disparate treatment by the SSEB. See Agency’s Response to GAO RFI at 5. In this regard, the agency explained in detail that many of the additional strengths that the protester argued it should have received were duplicative or closely resembled strengths that were already identified by the SSEB. See AR, COSMOL at 28-38; AR, Supp. COSMOL at 29-54; see also Tab T, Tab U, Tab V. The agency also explained in

detail why the additional strengths that the protester argued it should have received did not warrant a strength. Id. While the protester may disagree with the agency's assessment, the evaluation of experience, by its very nature, is subjective; we will not substitute our judgment for reasonably based evaluation ratings, and an offeror's disagreement with an agency's evaluation judgments, by itself, does not demonstrate that those judgments are unreasonable. See J.E. McAmis, Inc., B-412321, B-412321.2, Jan. 14, 2016, 2016 CPD ¶ 40 at 9. Accordingly, the protester's arguments do not provide any basis to sustain the protest.

Booz Allen's Proposal

With regard to the evaluation of Booz Allen's proposal, the protester challenges the agency's evaluation under the past performance factor, arguing that the agency ignored negative past performance information that could have affected the adjectival rating assigned under this factor, or that otherwise would have "widened the gap" between Concurrent and Booz Allen under this factor. See Protest at 40-43; Protester's Comments at 15-18. In this regard, the protester argues that there were significant performance issues on a predecessor contract referred to as the Energy Initiatives Task Force (EITF) support services contract and, in particular, during the transition from Booz Allen to the incumbent contractor. See Protest at 42-43. In that context, Concurrent submitted a declaration from its business unit director (BUD) containing various allegations with regard to Booz Allen during its "transition-out" period. See id., exh. A, BUD Declaration.

In response, the agency first points out that the criticism of the transition period is entirely based on alleged statements from unidentified sources. AR, COSMOL at 45. The agency further explains that while there is no Contractor Performance Assessment Reporting System (CPARS) report available for the contract at issue, the contracting officer's representative (COR) for that contract indicated that he would have assigned Booz Allen a substantial confidence rating for that procurement. Id.; see also AR, Tab N, EITF Contract COR Declaration at 5.⁹

Our decisions provide that, while agencies generally need not evaluate all past performance references, or those not reflected in the proposals, in certain limited circumstances an agency evaluating an offeror's past performance also has an obligation (as opposed to the discretion) to consider information that is "simply too close at hand to require offerors to shoulder the inequities that spring from an agency's failure to obtain, and consider, the information." International Bus. Sys., Inc., B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5. Our Office has generally limited this obligation to situations where the information relates to contracts for the same services with the same procuring activity, or information personally known to the evaluators. TRW, Inc., B-282162, B-282162.2, June 9, 1999, 99-2 CPD ¶ 12 at 5.

⁹ Tab N is a compilation of declarations from several individuals. Citations to Tab N are to the electronic page numbers.

Here, we agree with the agency that the declaration submitted by Concurrent containing various criticisms and allegations regarding the prior performance of Booz Allen falls short of establishing a basis for this Office to sustain the protest. See, e.g., Triple Canopy, Inc., B-400437, Nov. 13, 2008, 2009 CPD ¶ 3 at 7. We agree with the agency that Concurrent's declaration consists entirely of unsubstantiated statements from unidentified sources. See Protest, exh. A, BUD Declaration ("My understanding is that . . . Booz Allen [] was the incumbent prime contractor. [Incumbent contractor] has advised me that there were negative aspects associated with [Booz Allen's] transition-out, which were largely known [by] the [a]gency customer. Specifically, I was advised in sum and substance that: . . .").

Even if this Office viewed Concurrent's unsupported allegations as constituting objective, credible evidence regarding Concurrent's prior performance on the predecessor contract--which we do not--Concurrent has not shown that any of the purported information was improperly ignored or that the agency erroneously failed to obtain the information. See TrailBlazer Health Enters., LLC, B-406175, B-406175.2, Mar. 1, 2012, 2012 CPD ¶ 78 at 15. In this regard, the protester argues in its comments that the "procurement involves the same [a]gency, the same program, and many of the same personnel (as demonstrated by their declarations). Thus, [Booz Allen's] prior past performance problems are close at hand." Protester's Supp. Comments at 6. However, the protester's arguments are not supported by the record.

In this regard, the agency explains that Booz Allen's predecessor contract was the first iteration of a support contract for the newly formed EITF, a predecessor to OEI. See AR, COSMOL at 46. With regard to the protester's argument that the procurement involved many of the same personnel, as demonstrated by the declarations, the protester does not identify these personnel. Further, while the agency submitted declarations from the SSEB members, past performance was evaluated by another individual, and the protester has not demonstrated that this individual was aware, or should have been aware, of the alleged negative past performance. See AR, Tab L, SSEB Report at 1-2. Finally, the contracting officer's representative for the EITF support services contract--who explained the circumstances under which he was unable to complete a CPARS report for that contract--stated that he would have given Booz Allen a substantial confidence rating for that procurement. See AR, Tab N, EITF Contract COR Declaration at 5-13. Accordingly, we find nothing objectionable about the agency's failure to consider information related to the transition period between the predecessor contract and incumbent contract, which, as the agency points out represented only a small portion of the scope of work and did not overshadow Booz Allen's performance on that contract. See AR, COSMOL at 45-46.

The protester also argues that Booz Allen submitted a conditional or, at best, an ambiguous proposal regarding its obligation to provide fixed rates, alleging that this should have rendered the proposal ineligible for award. Protester's Supp. Comments at 12-17; Protester's Second Supp. Comments at 1-7. In this regard, the protester points to the following assumption in Booz Allen's cost proposal and argues that "if the

assumption at issue does not bear out, certain elements of [Booz Allen's] pricing either are or arguably could be subject to a price adjustment":

3.7 Client-Site Rates

Booz Allen's normal practice for the use of client-site rates assume[s] that the client will provide substantially all the facility and related costs to Booz Allen staff residing at the client's site. As a result, the indirect overhead rates applied to the direct labor rates are lower than rates normally applicable to services performed at a Booz Allen-maintained facility. These client-site rates are based on the provision of the following property/facilities by the client:

Office facilities, including furniture and parking (if normally provided to client personnel)

Communication lines (e.g., local/long distance telephone service and phone sets)

Copying and other office equipment support capabilities

Desktop and computer lab facilities (as required)

General office supplies

Booz Allen's normal practice for application of our client-site rates assume[s] that our personnel will be assigned in advance on a full-time basis to a client site for a minimum of [DELETED] continuous days.

See Protester's Supp. Comments at 13-16; see also AR, Tab R, Booz Allen Cost Proposal Assumptions at 14.

The protester does not dispute that the solicitation stated that the primary place of performance would be on-site and that the agency would supply certain equipment. Protester's Supp. Comments at 15-16. Rather, the protester argues that the RFP does not guarantee any length of time for which the contractor employee would be assigned on-site on a full-time basis, yet Booz Allen's proposal contained a "condition" of a [DELETED]-day minimum of continuous full-time employment on site. Id. at 16-17. In this regard, the protester argues that "[i]n the event personnel are not given a project that requires an up-front assignment of [DELETED] days full-time work, then the [c]lient-[s]ite [r]ates do not apply or, at a minimum, it is ambiguous whether they apply." Id. at 16.

The agency explains that the solicitation provided that the positions supporting the fixed-price portion of the contract are government site positions and that these personnel were expected to be devoted to a full-time effort to the contract for periods of performance ranging from 9 to 12 months. See Second Supp. COSMOL at 2-4. The

agency argues that, as such, Booz Allen's assumption that personnel assigned to the government site for [DELETED] continuous days is not a condition to its fixed prices, but is in fact consistent with the solicitation, and the protester's suggestion that this assumption may not "bear out" is not supported by the solicitation. Id. at 4.

A proposal that takes exception to a solicitation's material terms and conditions should be considered unacceptable and may not form the basis for an award. CHE Consulting, Inc., B-406639, June 28, 2012, 2012 CPD ¶ 190 at 2-3; CAMS Inc., B-292546, Oct. 14, 2003, 2003 CPD ¶ 191 at 2. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services being provided. Seaboard Elecs. Co., B-237352, Jan. 26, 1990, 90-1 CPD ¶ 115 at 3. The requirement to propose fixed prices is a material term or condition of a solicitation requiring such pricing. Marine Pollution Control Corp., B-270172, Feb. 13, 1996, 96-1 CPD ¶ 73 at 2-3. Where a solicitation requests proposals on a fixed-price basis, a price offer that is conditional and not firm cannot be considered for award. Id.; SunEdison, LLC, B-298583, B-298583.2, Oct. 30, 2006, 2006 CPD ¶ 168 at 5.

Here, we agree with the agency that the language in Booz Allen's proposal with regard to the [DELETED]-day minimum continuous full-time employment on site was not an exception to the terms of the solicitation. We also agree with the agency that the protester's reliance on Solers, Inc., B-404032.3; B-404032.4, Apr. 6, 2011, 2011 CPD ¶ 83, is misplaced. See AR, Second Supp. COSMOL at 4-7. In that decision, we found that the awardee had taken exception to a requirement to propose a fixed price where the statements in its proposal essentially conditioned its pricing on circumstances other than those contemplated or authorized in the solicitation (*i.e.*, the availability of government work facilities). Here, by contrast--and not disputed by the protester--Booz Allen's proposal did not contain statements that conditioned its pricing on circumstances other than those contemplated or authorized in the solicitation but rather was consistent with the circumstances contemplated by the solicitation. Accordingly, the protester's argument does not provide a basis to sustain the protest.

Finally, the protester argues that the selection decision was flawed because of the alleged flawed evaluation and because the tradeoff decision was not adequately documented. Given our conclusion, above, that the record does not support Concurrent's challenges to the agency's technical evaluation, we find no merit to Concurrent's objections to the agency's selection decision which are based upon those alleged errors.

Source selection officials have broad discretion to determine the manner and extent to which they will make use of evaluation results, and must use their own judgment to determine what the underlying differences between proposals might mean to successful performance of the contract. Applied Physical Scis. Corp., B-406167, Feb. 23, 2012, 2012 CPD ¶ 102 at 6; Information Network Sys., Inc., B-284854, B-284854.2, June 12, 2000, 2000 CPD ¶ 104 at 12. Further, it is well-settled that a single evaluation factor may properly be relied upon as a key discriminator for the purposes of a source

selection decision. See Smiths Detection, Inc.; Am. Sci. and Eng'g, Inc., B-402168.4 et al., Feb. 9, 2011, 2011 CPD ¶ 39 at 16.

The record shows that the SSA considered the respective merits of the individual proposals in accordance with the RFP and documented the rationale for paying the price premium for Booz Allen's technically-superior proposal. AR, Tab K, SSDD at 10-12. We see nothing unreasonable about the SSA's conclusion.

The protest is denied.

Thomas H. Armstrong
General Counsel