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Decision

Matter of: TechOp Solutions International, Inc.

File: B-419964.2; B-419964.3

Date: January 18, 2022

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Bruce M. James, Esq., and Matthew Lane, Esq., Department of Homeland Security, for the agency.

Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency engaged in unequal discussions is denied where the agency's exchanges with an offeror were clarifications, not discussions.
 2. Protest challenging the agency's non-price evaluation is denied where the record shows that the evaluation was consistent with the solicitation.
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DECISION

TechOp Solutions International, Inc., a small business of Stafford, Virginia, protests the establishment of a blanket purchase agreement (BPA) with Savan Group, LLC, a small business of McLean, Virginia, under request for proposals (RFP)

No. 70FA4021R00000003 issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA), to provide professional support services for the Office of the Chief Administrative Officer (OCAO). TechOp challenges several aspects of the agency's non-price evaluation.

We deny the protest.

BACKGROUND

The agency issued the solicitation as a small business set-aside on March 19, 2021, under the General Services Administration (GSA) Federal Supply Schedule (FSS) procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4.¹ Agency Report (AR), Tab C, RFP at 2. The solicitation sought proposals from professional services schedule (PSS) holders, and contemplated establishment of a single hybrid fixed-price and labor-hour BPA with a 5-year ordering period. *Id.* at 2, 6.

The procurement was to acquire professional support services for OCAO's Information Management Division (IMD). AR, Tab D, Performance Work Statement (PWS) at 2. The IMD is comprised of three branches: records management, disclosures, and privacy. *Id.* The branches are responsible for, among other things, records management, forms management, privacy, and disclosure (including Freedom of Information Act (FOIA) requests). *Id.*

The solicitation requested technical and price proposals. RFP at 51. The RFP provided for award to be made on a best-value tradeoff basis, taking into consideration four evaluation factors, listed in descending order of importance: technical and management approach (technical), key personnel and qualifications, past performance, and price. *Id.* at 53-56. All non-price factors were significantly more important than price. *Id.* at 53.

The agency received proposals from four offerors, including TechOp and Savan, by the April 16 due date. AR, Tab K, Award Decision Memorandum (ADM) at 3-4. On May 19, a technical evaluation team (TET) provided consensus evaluations to the contracting officer, who was also the source selection authority (SSA) for this procurement. *Id.* at 4-5. On May 21, the contracting officer emailed Savan, identifying two apparent "inconsistencies" between Savan's price proposal and its published GSA schedule rates for two positions. AR, Tab L, Emails at 5. The contracting officer asked Savan to confirm whether the quoted rates were correct. *Id.* at 6. On May 24, Savan responded that the quoted rates were correct for the labor categories it proposed. *Id.*

In June, the SSA conducted a best-value tradeoff analysis and determined that Savan's proposal represented the best value to the government and established a BPA with the firm. AR, Tab K, ADM at 4. TechOp protested the establishment of the BPA to our Office on July 6. In response, the agency notified us of its intent to take corrective action by reevaluating proposals and making a new best-value determination. *TechOp Sols. Int'l, Inc.*, B-419964, Aug. 3, 2021 (unpublished decision). Thereafter, we dismissed the protest as academic. *Id.*

¹ Although the solicitation refers to itself as both an RFP and a request for quotations, the parties primarily refer to the solicitation as a request for proposals and the firms that competed here as "offerors" that submitted "proposals." For consistency with the record, we do so as well.

Following the agency's reevaluation, TechOp's and Savan's proposals received the following ratings:

	TechOp	Savan
Technical	Good	Outstanding
Key Personnel	Good	Good
Past Performance	Medium	Medium
Price	\$18,717,442	\$19,997,224

AR, Tab K, ADM at 4-5, 7.

The evaluators identified six strengths and four weaknesses in TechOp's technical approach. *Id.* at 6-7. After concluding that Savan and TechOp's proposals were "largely equivalent" under the key personnel and past performance factors, the SSA determined that Savan represented the best value to the government because "Savan's proposal warrant[ed] the paying of a price premium of \$1.28 million" over TechOp, and "the savings associated with TechOp's proposal do not outweigh the risk posed by that proposal (specifically the TET's noted weaknesses under [the technical factor])," given the weight of the technical (most important) factor when compared to the price (least important) factor. *Id.* at 8-9. On September 29, the agency again decided to establish a BPA with Savan.

After receiving a brief explanation of award, TechOp again protested to our Office.

DISCUSSION

TechOp contends that the agency's evaluation was improper because the agency conducted discussions with Savan and did not conduct discussions with any other offeror. TechOp also challenges each of the four weaknesses assessed in its proposal under the technical factor as well as the evaluation of proposals under the key personnel and past performance factors. Finally, TechOp objects to the agency's tradeoff decision.

In filing and pursuing this protest, TechOp has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester's arguments and conclude none furnishes a basis on which to sustain the protest.

Unequal Discussions

TechOp contends that the agency impermissibly conducted discussions with only Savan. Comments & Supp. Protest at 4-9; Supp. Comments at 1-7. The agency responds that it did not conduct discussions with Savan, but instead engaged in clarifications. Supp. Memorandum of Law (MOL) at 1-3. For the reasons discussed below, we conclude that the agency engaged in clarifications rather than discussions, and that the clarifications with Savan were conducted reasonably.

Whenever an agency conducts exchanges, those communications must be fair and equitable. *Language Select LLP, dba United Language Grp.*, B-415097, B-415097.2, Nov. 14, 2017, 2017 CPD ¶ 359 at 8. This BPA competition was conducted among FSS contract holders pursuant to the provisions of FAR subpart 8.4. Although the requirements of FAR part 15, governing contracting by negotiation, do not apply to procurements conducted under FAR subpart 8.4, our Office looks to the standards and decisions interpreting part 15 for guidance in determining whether exchanges under a FAR subpart 8.4 procurement were fair and equitable. *Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, 2021 CPD ¶ 18 at 8.

The discussions provisions of FAR part 15 describe a spectrum of exchanges that may take place between an agency and an offeror during negotiated procurements. The agency's characterization of a communication as clarifications or discussions is not controlling; it is the actions of the parties that determine whether discussions have been held and not merely the characterization of the communications by the agency. *Trademasters Serv., Inc.*, B-418522.2 *et al.*, Apr. 2, 2021, 2021 CPD ¶ 161 at 7-8.

In situations where there is a dispute regarding whether communications between an agency and an offeror constituted discussions, the acid test is whether an offeror has been afforded an opportunity to revise or modify its proposal. *Id.*; *Ranger Am. of the Virgin Islands, Inc.*, B-418539, B-418539.2, June 11, 2020, 2020 CPD ¶ 194 at 9. Clarifications, on the other hand, are limited exchanges that agencies may use to allow offerors to clarify certain aspects of their proposals or to resolve minor or clerical issues. See FAR 15.306(a)(2). Therefore, clarifications are not to be used to cure deficiencies or material omissions, or materially alter the technical or cost elements of the proposal, or otherwise revise the proposal. See, e.g., *Res Rei Dev., Inc.*, B-410466.7, Oct. 16, 2015, 2015 CPD ¶ 320 at 10.

Here, the solicitation provided a price spreadsheet that dictated labor positions and number of hours per labor position per year. See AR, Tab M, Savan Price Proposal; Protest, Exh. K, TechOp Price Proposal at 5-7; Protest, Exh. D, RFP Questions & Answers at 4 (confirming that offerors were not permitted to deviate from the price spreadsheet). The specified labor positions were: senior subject matter expert; project manager - senior; analyst - senior; analyst - junior; records project manager - senior; and records analyst - senior. AR, Tab M, Savan Price Proposal; Protest, Exh. K, TechOp Price Proposal at 5-7. As part of proposal submission, offerors were required to complete the price spreadsheet by listing the rates from their GSA schedule contracts for each labor category, annotating any discount to the schedule rates, and deriving the proposed rates after applying the discount. *Id.*

After receipt of proposals, the agency emailed Savan on May 21 regarding the firm's price proposal. AR, Tab L, Emails at 5. In the email, the agency notified Savan that it had identified "some inconsistencies on [Savan's] price proposal in comparison with the GSA PSS [Professional Services Schedule] established rates," and asked Savan the following: (1) "Shouldn't the base rate before discount for [DELETED] be \$[DELETED]"

as [opposed] to \$[DELETED]?"; and (2) "Shouldn't you use the \$[DELETED] base rate before discount for [DELETED] for both [[DELETED] positions]?" *Id.*

On May 24, Savan responded to the requested clarification, explaining that the firm had used labor categories from its PSS contract that the firm understood best aligned with the price spreadsheet labor positions based on the responsibilities for each role. *Id.* at 2. Savan asked FEMA to clarify if the agency "believe[d]" that the roles were better aligned to different labor categories. *Id.* Essentially, Savan confirmed that its proposal accurately reflected the PSS contract labor categories it had selected. *See id.*

On June 2, Savan emailed the agency to ask if "there is further information you require, or if you need us to provide adjusted pricing in response as a result of any of the clarification questions we have asked[.]" *Id.* at 6. The agency responded the same day that it was "satisfied with your clarification and we have no further request on the matter." *Id.*

TechOp argues that this exchange constituted discussions. Comments & Supp. Protest at 4-9; Supp. Comments at 1-7. The protester contends that Savan's response allowed Savan to supplement its technical proposal, because although the exchange related to the price proposal, the agency and Savan "were really discussing Savan's 'skill mix, levels of expertise and qualifications required for positions,'" which the solicitation stated the agency would evaluate under the technical factor. Supp. Comments at 2-3.

The agency responds that the exchange did not amount to discussions because--critically--Savan "was not allowed to revise or modify its price proposal as a result of these communications." Supp. MOL at 3. The agency explains that, upon reviewing Savan's GSA schedule contract, the contracting officer identified labor categories that had similar names to the price spreadsheet, and suspected that Savan may have made clerical errors in its price proposal by not using the correct rates for those labor categories. *Id.* at 2. When Savan responded that it had correctly quoted rates that correlated with the identified labor categories on its PSS contract, the SSA's concerns were resolved. *Id.*

Here, the communication from the agency did not permit Savan to revise or modify its proposal, but rather to confirm what Savan had already proposed to do--which falls squarely in line with the FAR's definition of clarifications, *i.e.*, exchanges allowing offerors "the opportunity to clarify certain aspects of proposals . . . or to resolve minor or clerical errors." FAR 15.306(a)(2); *Aurotech, Inc.*, B-413861.4, June 23, 2017, 2017 CPD ¶ 205 at 11 (denying protest that communication constituted discussions because the agency did not invite or permit revisions). Because the agency did not conduct discussions with Savan, the agency was not required to engage in discussions with any other offeror. Nor, for that matter, was there anything inherently improper with the agency engaging in clarifications with only one offeror. *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 8 (denying protest alleging unequal discussions where communications were clarifications and noting that "requesting

clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors”). Accordingly, this allegation is denied.

Technical Evaluation

The agency assessed four weaknesses in the protester’s proposal under the technical evaluation factor. The protester challenges each of the assessed weaknesses. Protest at 23-34; Comments & Supp. Protest at 10-17. We have reviewed all the challenged weaknesses and find no merit to the allegations.

When, as here, an agency issues a solicitation to FSS contract holders under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4. In reviewing an agency’s evaluation, we will not substitute our judgment for that of the agency. *MicroTechnologies, LLC*, B-413091, B-413091.2, Aug. 11, 2016, 2016 CPD ¶ 219 at 4-5. A protester’s disagreement with the agency’s judgement, without more, does not establish that the evaluation was unreasonable. *Id.*; *Konica Minolta Bus. Sols. U.S.A., Inc.*, B-411888, Nov. 10, 2015, 2015 CPD ¶ 352 at 3.

Additionally, in a competitive procurement, it is the offerors burden to submit an adequately written proposal that establishes the merits of its proposal. *SRA Int’l, Inc.; NTT DATA Servs. Fed. Gov., Inc.*, B-413220.4 *et al.*, May 19, 2017, 2017 CPD ¶ 173 at 10. The offeror must also ensure that its proposal provides all the information required by the solicitation because its technical evaluation is dependent on the information furnished. *Konica Minolta, supra* at 4. An offeror that fails to submit an adequately written proposal runs the risk of having its proposal downgraded. *Id.*

Here, the solicitation required submission of the offeror’s technical approach “that shows the Offeror’s overall vision and strategy” for meeting the requirements of each of the following task area under the PWS: (1) program management office (PMO) support; (2) records management program support; (3) privacy program support; (4) FOIA and disclosure support; and (5) Federal Insurance Directorate initiative. RFP at 51; PWS at 2-6. The solicitation provided that the agency would evaluate the degree to which the offeror demonstrated knowledge and understanding of the requirements and an ability to perform, and explained any assumptions. *Id.* at 54. As representative examples, we address the protester’s challenge to the agency’s evaluation of two weaknesses in TechOp’s proposal under the first two PWS task areas: PMO support and records management support.

PMO Support

The PMO support task area was “to provide management expertise, deliver data-driven strategic insights, and centralized program management activities to better take advantage of the intersections between records management, privacy, disclosure, and Controlled Unclassified Information (CUI).” PWS at 2. The PWS explained that the IMD

PMO “will provide IMD synchronized communications, reporting, policy, and stakeholder engagement across its program” through 11 listed activities, including developing a vision and charter, management plan, schedules, success measures and reporting metrics, and risk identification and mitigation for the program. *Id.*

For the PMO support task area, the agency assessed a weakness in TechOp’s proposal because it lacked specifics about how the firm would support the work associated with developing a vision and charter, management plan, schedules, success measures and reporting metrics, and risk identification and mitigation for the program. AR, Tab H, TechOp Evaluation at 4-6. The protester argues that this weakness is unreasonable given the solicitation’s page limit for proposals. Protest at 25-26. At the same time, the protester argues that TechOp provided “significant detail” about its technical approach. *Id.* at 26. The agency explains that the evaluation team understood and recognized where the protester had provided detail for other requirements under the PMO support task area, but points out that the protester’s proposal did not specifically address the governance support operations. MOL at 10-11.

The record reflects that the protester’s proposal did not include discussion of how it would support the overarching governance tasks like developing a vision and charter or risk identification and mitigation. The agency found the lack of details regarding how the protester would accomplish this work created “a risk that their approach may not provide the level of organizational understanding on the priorities at the OCAO level,” as compared to the privacy-specific work with which TechOp is particularly familiar. AR, Tab H, TechOp Evaluation at 5. Based on this record, we conclude that the agency reasonably assessed a weakness in the protester’s proposal for failing to address 5 of the 11 specified activities that the IMD PMO must support, as required by the solicitation. See, e.g., *RIVA Sols., Inc.*, B-417858.2, B-417858.10, Oct. 29, 2020, 2020 CPD ¶ 358 at 8 (finding agency’s evaluation of a weakness reasonable where the protester failed to address elements of the PWS).

Records Management Program Support

The records management program support task area was dedicated to the records management branch, which “manages both the day-to-day records operations as well as its requirement to shift from a paper-based to an electronic-based records management landscape by the end of 2022.” PWS at 3. For the records management program support task area, the evaluators identified a weakness in TechOp’s proposal associated with assuming that the agency could, and would, implement sophisticated automated tools. AR, Tab H, TechOp Evaluation at 5-6. The evaluators identified an example in TechOp’s electronic records management (ERM) approach, where TechOp stated that its subject matter experts:

will assist in FEMA’s process to identify and procure technology solutions with rich ERM features such as natural language processing, autoclassification, and advanced security. To support FEMA on managing its electronic records, our team will first assess whether the system

outputs are covered by FEMA's general records schedule by reviewing all input records, electronically recorded information, system documentation, and all output records. Web-enabled tools will be utilized to manage schedule updates, file plans, and inventories and will allow direct entry of data to generate required documentation for [National Archives and Records Administration] and FEMA management.

Id.

The protester argues that this weakness was unreasonably assigned because the language quoted by the agency in the evaluation "responds exactly to the PWS requirements and assumes nothing beyond what the PWS itself plainly states." Protest at 32. In response, the agency explains that although the PWS does discuss FEMA's long-term strategy to transition from paper to electronic records management, the agency assessed the weakness because TechOp's proposal advertised an aggressive approach that would be unsuccessful unless FEMA adopts specific innovations beyond the agency's existing software infrastructure. MOL at 16-18.

Our review of the record indicates that TechOp specifically touted that it would bring a subcontractor devoted to "Intelligent Automation," and indicated that TechOp would not only identify automation features for FEMA's consideration, but implement them, and that TechOp would rely on "[w]eb-enabled tools" throughout performance. AR, Tab G, TechOp Technical Proposal at 5, 7. As noted above, it is an offeror's responsibility to submit an adequately written proposal, or risk having its proposal downgraded. Based on the record, we find unobjectionable the agency's assignment of a weakness here, where the evaluators articulated the following concern:

There is great concern about the assumption – and subsequent reliance – on implementing sophisticated automated tools to leverage some of the work required by the PWS because such technology requires money and multiple levels of approval that may not (and most likely would not) be in place by the time the [order] is completed.

AR, Tab H, TechOp Evaluation at 5.

In short, a protester's disagreement with the agency's evaluation judgments, without more, is insufficient to establish that an evaluation was improper or lacked a reasonable basis. See *Amyx, Inc.*, B-416734.2, Apr. 9, 2019, 2019 CPD ¶ 143 at 3. As such, these allegations are denied.

Key Personnel and Past Performance

The protester also contends that the agency unreasonably assigned one weakness to TechOp's proposal under the key personnel factor and one weakness under the past performance factor. Protest at 34-43; Comments & Supp. Protest at 17-23. In both

cases, the agency assessed a weakness for lack of experience with a records management program.

The PWS designated two positions as key: the senior project manager and the senior records project manager. PWS at 8. Under the key personnel factor, the TET identified a weakness for TechOp's proposed senior project manager because the proposed individual's resume "show[ed] no demonstrable, direct experience with supporting a records management program." AR, Tab H, TechOp Evaluation at 8. According to the TET, the resume reflected, at most, "automation work which is far from understanding a records management program policy and associated operational application for compliance and oversight." *Id.*

The TET also assessed a weakness under the past performance factor because TechOp demonstrated limited experience in records management support--one of the five PWS task areas that "represents 20% of the BPA scope." AR, Tab H, TechOp Evaluation at 10. Although the TET recognized that TechOp described having experience "with FOIA and privacy programs," the evaluators found that experience to be "significantly less comprehensive than managing an agency-wide records management program." *Id.* As summarized by the SSA, the "TET noted one weakness in [TechOp's] past performance in task areas similar to task area B," records management program support. AR, Tab K, ADM at 7.

First, TechOp argues that the weaknesses resulted from the agency's application of an unstated evaluation criterion under each factor for experience with agency-wide records management programs. Protest at 37-39, Comments & Supp. Protest at 20-21. The agency responds that, because one of the five task areas under the PWS is records management program support for the branch responsible for FEMA's program, the evaluators reasonably considered experience with such agency-wide records management responsibilities as part of the agency's evaluation of proposals. MOL at 19-20; 24-25.

Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs offerors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or encompassed by, the established factors, *i.e.*, there is a clear nexus between the stated criteria and the unstated consideration. *Exceed, LLC*, B-419010, Nov. 17, 2020, 2020 CPD ¶ 368 at 6.

Here, under the key personnel factor, the RFP requested that offerors submit resumes for the individuals proposed to fill these positions "that describe the specific, relevant experience and availability of personnel in providing services described in the PWS." RFP at 54. For the past performance factor, offerors were to submit up to three examples of work for the agency to evaluate how well each "align[ed] with the

requirements in the PWS.” *Id.* at 55. As the TET noted, one of the PWS’s five task areas was records management program support. PWS at 3-4. The PWS explained that the IMD records management branch manages both FEMA’s “day-to-day records operations as well as its requirement to shift from a paper-based to an electronic-based records management landscape by the end of 2022.” *Id.* Further, the PWS listed 22 specific requirements and tasks under this area, including developing the records management strategic plan and roadmap and updates to FEMA’s policy. *Id.*

In light of these requirements, we conclude that the agency reasonably considered experience with agency-wide records management programs under the key personnel and past performance factors. Even if the solicitation’s evaluation criteria did not refer to records management in specific terms, it did advise offerors that they would be assessed against the full scope of the PWS’s requirements. Because one of the major task areas of the PWS was to provide support for FEMA’s agency-wide records management program, the solicitation reasonably informed offerors that they should expect to be assessed for similar experience. See *Pond Constructors, Inc.*, B-418403, Mar. 23, 2020, 2020 CPD ¶ 129 at 5 (denying protest alleging application of unstated evaluation criteria where the solicitation reflected that the agency would evaluate the offerors against the requirements of the PWS and the agency’s consideration was related to how the offeror would accomplish those requirements).

Second, TechOp argues that even if the agency was permitted to evaluate offerors for experience with agency-wide records management programs, its proposal demonstrated that experience. Protest at 36-37, 39-42. Specifically, TechOp argues that the resume of its proposed senior project manager “shows that he possesses a broad range of experience in records management, and the Agency’s assertion that his experience is limited to automation is inaccurate.” *Id.* at 37. Regarding past performance, TechOp “does not dispute that the scope of work” under its examples “focuses on FOIA and privacy task areas” but avers that “the Agency failed to acknowledge that the work perform[ed] also aligns closely with the PWS requirements regarding records management.” *Id.* at 40.

In response, the agency explains that the TET closely reviewed TechOp’s proposal, and determined that the senior project manager’s resume and TechOp’s past performance examples did not demonstrate the depth and breadth of the work that is required to support FEMA’s records management program. MOL at 20-21, 23-24. FEMA notes that--as the protester concedes--the agency did recognize that the proposal demonstrated experience with some elements of such a program. *Id.* For example, the TET identified the proposed senior project manager’s experience with automation, which relates to a subset of the work required to transform FEMA’s records management from paper to electronic systems. AR, Tab H, TechOp Evaluation at 8.

As discussed above, the responsibility for submitting a well-written proposal--here, including an adequate explanation of all PWS task areas--lies first and foremost with the offeror. See *SRA Int’l, supra* at 10; *Advisory Tech. Consultants*, B-416981.3, June 4, 2019, 2019 CPD ¶ 209 at 4. Although TechOp argues now that its proposal

should have been read as demonstrating experience that is analogous to the work that will be required under the PWS here, based on our review of the record, we find nothing unreasonable in the agency's evaluation of the discussion and demonstration of relevant experience in TechOp's proposal as submitted. See *CSI Aviation, Inc.*, B-415631 *et al.*, Feb. 7, 2018, 2018 CPD ¶68 at 10 (denying protest because protester offered mere disagreement with the agency's judgment); *URS Fed. Tech. Servs., Inc.*, B-405922.2, B-405922.3, May 9, 2012, 2012 CPD ¶ 155 at 8-9 (denying protest asserting that the agency ignored experience that inherently encompasses or relates to the PWS's requirements because "agencies are not required to infer information from an inadequately detailed proposal or information that the protester elected not to provide").

Best-Value Tradeoff

TechOp also challenges the adequacy of the agency's best-value tradeoff. Comments & Supp. Protest at 23-27. Specifically, TechOp asserts that the agency should have recognized that TechOp had advantages under the key personnel and past performance factors based on TechOp's experience in privacy and disclosure, which TechOp calculates represent most of the work under the PWS. *Id.*

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. An agency, in making a tradeoff analysis, may ultimately focus on a particular discriminator between proposals where it has a reasonable basis to do so. *General Dynamics Land Sys.*, B-412525, B-412525.2, Mar. 15, 2016, 2016 CPD ¶ 89 at 11; *TriWest Healthcare Alliance Corp.*, B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 37.

Here, the agency's award determination demonstrates that the SSA reviewed the underlying evaluation results under each non-price factor and considered the qualitative value of each technical proposal. AR, Tab K, ADM at 4-9. Based on this review and consideration, the SSA concluded that the offerors' proposals were equal under the key personnel and past performance factors. *Id.* Given the broad discretion that source selection officials have, we find nothing unreasonable about the SSA's conclusion that the proposals from TechOp and Savan were essentially equal under those two evaluation factors, and using that consideration in the tradeoff analysis.

Finally, TechOp argues that the agency's best-value tradeoff was flawed because it was based on a flawed evaluation. Protest at 47; Comments & Supp. Protest at 27. This allegation is dismissed as derivative of Cherokee's challenges to the agency's evaluation, which we have denied. See *Deloitte & Touche LLP*, B-420038, Oct. 28, 2021, 2021 CPD ¶ 353 at 13.

The protest is denied.

Edda Emmanuelli Perez
General Counsel