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Decision

Matter of: GovernmentCIO, LLC

File: B-418363; B-418363.2; B-418363.3; B-418363.4

Date: March 10, 2020

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DIGEST

1. Protest that the agency failed to evaluate properly an alleged impaired objectivity organizational conflict of interest in the awardee's proposal is denied where the record shows that the agency's evaluation was reasonable.
 2. Protest that the agency unreasonably evaluated proposals is denied where the protester did not demonstrate the agency improperly evaluated proposals and where the record shows that the evaluation was consistent with the evaluation criteria.
 3. Protest that the agency unreasonably made its source selection decision is denied where the decision was reasonable and consistent with the evaluation criteria.
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DECISION

GovernmentCIO, LLC (GCIO), of Washington, D.C., the incumbent contractor, protests the award of a task order to Favor TechConsulting, LLC, (FTC), of Vienna, Virginia, under request for task execution plan (RTEP) No. T4NG-0484, issued by the Department of Veterans Affairs (VA) for software development services. GCIO alleges that the award to FTC was improper because FTC had disqualifying organizational conflicts of interest (OCI). GCIO also alleges that the agency unreasonably evaluated proposals, and improperly made its source selection decision.

We deny the protest.

BACKGROUND

On October 8, 2019, the VA issued the RTEP to acquire on-site software development services at its Financial Services Center (FSC).¹ Contracting Officer's Statement of Facts (COS) at 1. The selected contractor would be expected to provide project management, research and assessment development guidelines, technical services, software development and deployment support, and advanced (i.e., Tier III) system and application sustainment support. Agency Report (AR), Tab 5, RTEP, Performance Work Statement (PWS), at 5. The RTEP contemplated the award of a hybrid fixed-price, cost-reimbursable, and time-and-materials task order to be performed over a 1-year base period, and four 1-year option periods. Id.

Award was to be made on a best-value tradeoff basis considering technical, price/cost, and past performance factors. AR, Tab 5, RTEP, Task Order Evaluation Plan (TOEP) at 1. When evaluating each firm's technical approach, the VA would assess each vendor's understanding of the problem and feasibility of approach. Id. at 1-2. In order to be considered for award, a proposal must receive at least a rating of acceptable for the technical factor.² Id. The solicitation advised that the technical factor was significantly more important the price/cost factor, and that the price/cost factor was slightly more important that the past performance factor. Id. Technical and past performance factors, when combined, were significantly more important than the price/cost factor. Id.

Seven vendors, including GCIO and FTC, submitted proposals prior to the October 21, 2019, close of the solicitation period. AR, Tab 18, Source Selection Decision Document (SSDD), at 1. GCIO's proposal was assigned a rating of good under the technical factor, had an evaluated price of \$90,720,392, and received a past performance score of 18.4.³ Id. at 3. FTC's proposal was assigned a rating of good under the technical

¹ The task order was issued as a service-disabled veteran-owned small business set-aside competitive acquisition under the agency's multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) transformation twenty-one total technology next generation (T4NG) contract.

² The solicitation contemplated evaluating proposals using an adjectival rating system consisting of the following ratings: outstanding, good, acceptable, susceptible to being made acceptable, and unacceptable. AR, RTEP, TOEP, at 5.

³ The past performance evaluation was based upon the average of the cumulative quality assurance surveillance plan performance based service assessment ratings, the extent to which small business participation goals were met, and the extent to which the Veterans employment percentage was maintained. AR, Tab 5, RTEP, TOEP, at 3. Each vendor could receive a maximum of ten points in past performance, a maximum score of five points for achieving small business participation percentages, and a maximum of five points for maintaining or exceeding Veterans employment

factor, had an evaluated price of \$87,861,557, and received a past performance score of 19.0. Id.

After comparing the proposals, the source selection authority (SSA) identified FTC's proposal as offering the best value. In making the decision, the SSA noted that FTC received one significant strength, and two strengths under the technical factor. Id. at 4. Indeed, the SSA explained that FTC's technical expertise and technology experience would streamline the agency's operations and reduce costs. Id. The SSA also explained that FTC's proposal was beneficial because it would provide enhanced scaled agile framework (SAFe) training, and offered a comprehensive staffing approach. Id.

In its evaluation, the SSA assigned three strengths to GCIO's technical proposal. AR, Tab 18, SSDD, at 6-8. GCIO was assigned one strength for being a certified PEGA system integration partner because GCIO's performance would reduce the risk of issues with PEGA software projects.⁴ Id. at 7. GCIO was also assigned strengths due to its advantageous staffing plan, and creative solution to develop a [DELETED] as part of its green field development approach. Id. at 7-8.

When comparing GCIO's and FTC's proposals directly, the SSA determined that the proposals were technically equivalent. AR, Tab 18, SSDD, at 8. The SSA then determined that FTC's proposal represented the better value because it was lower priced and was evaluated as having better past performance. Id. After GCIO learned that its proposal was unsuccessful, it filed this protest with our Office.⁵

DISCUSSION

GCIO raises multiple protest allegations. Primarily, GCIO argues that FTC was ineligible for award because it has an unmitigable impaired objectivity OCI. GCIO also argues that the VA unreasonably failed to assign its technical proposal multiple strengths, and evaluated its technical proposal unequally. We discuss GCIO's principal allegations below, but note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation

percentages. Id. In total, each vendor could receive a maximum score of 20 points for past performance. Id.

⁴ PEGA refers to a unified customer relationship management platform. AR, Tab 5, RTEP, PWS, at 30-31; see also PEGA Products, <https://www.pega.com/products> (last visited, Mar. 3, 2020).

⁵ Our Office has jurisdiction to review the protest of this task order pursuant to our authority to hear protests related to task and delivery orders placed under civilian agency multiple-award IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B).

criteria, as well as applicable statutes and regulations. AT&T Corp., B-414866 et al., Oct. 5, 2017, 2017 CPD ¶ 330 at 6.

Impaired Objectivity OCI

GCIO alleges that FTC has an impaired objectivity OCI because FTC also provides Vitria BusinessWare application development services under another task order contract.⁶ Protest at 10. GCIO argues that FTC will therefore have an impaired objectivity OCI because, as the FSC developer, it will test and verify the Vitria applications. Id.; Protester's Comments and Supp. Protest at 8.

The Federal Acquisition Regulation (FAR) requires that contracting officers avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existing of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. Relevant to the instant protest, an impaired objectivity OCI exists where a firm's work under one government contract could entail evaluating itself, either through an assessment of performance under another contract or an evaluation of a proposal submitted to obtain another contract. FAR § 9.505-3; see also TDS, Inc., B-292674, Nov. 12, 2003, 2003 CPD ¶ 204 at 3. The concern in such situations is that the firm's ability to render impartial advice to the government could appear to be undermined by its relationship with the entity whose work is being evaluated. TDS, Inc., supra.

The identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. Guidant Techs., Inc., B-405112.3, June 4, 2012, 2012 CPD ¶ 166 at 7. We review an agency's OCI determination for reasonableness; thus, 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 position, unless clear evidence exists that the agency's conclusion is unreasonable. Id.

Here, the record shows that the agency meaningfully considered whether FTC had an impaired objectivity OCI. After GCIO communicated to the agency that it viewed FTC as having an OCI, the FSC task order contracting officer contacted the contracting officer's representative (COR) for the Vitria task order. AR, Tab 11, OCI Review Determination, at 4. The Vitria COR explained that FTC develops code under the Vitria task order contract, and then provides that code to the FSC developer to be deployed in the FSC test environment. AR, Tab 11, OCI Review Determination, attach. 3, COR Responses at 1. The FSC developer does not test or validate the Vitria code because those functions are performed by another contractor under a separate task order contract (i.e., the Program Management Support Services (PMSS) task order contract). Id. The COR also explained that GCIO may independently test the Vitria code because GCIO is uncomfortable putting another vendor's code into the FSC test environment,

⁶ Vitria BusinessWare is a business process management platform for business process integration and business-to-business integration. Vitria BusinessWare Platform, <https://www.vitria.com/products/> (last visited, Mar. 3, 2020).

but that the actual testing is performed by the PMSS task order contract holder. Id. Further, the contracting officer reviewed the PWS requirements for the FSC task order and Vitria task order, and determined that FTC would neither be required nor expected to test or validate the Vitria code. COS at 8-9. Thus, we conclude that the contracting officer meaningfully considered whether FTC had an impaired objectivity OCI because the contracting officer consulted another agency official and thoughtfully investigated the scope of FTC's duties under both task orders to determine whether FTC would test or validate its own code. Id. at 5-6; see also Highmark Medicare Servs., Inc. et al., B-401062.5 et al., Oct. 29, 2010, 2010 CPD ¶ 285 at 30 (agency meaningfully considered OCI when the contracting officer investigated offeror's business affiliate relationships and consulted other agency officials).

Additionally, we do not conclude that GCIO has demonstrated that the agency's conclusion was unreasonable. Although GCIO points out that the FSC developer provides Tier 3 information technology support services for the FSC production environment, and also sustains, analyzes, tests, and develops enhancements for FSC applications, we are not persuaded that the FSC developer is responsible for evaluating or providing advice about the Vitria developer's code. Protester's Comments and Supp. Protest at 5. Indeed, section 5.2.3.5 "Testing" of the FSC development task order specifies that the FSC developer's role is to "support testing conducted by the business, [project management office], and any third-party testing[.]" AR, Tab 5, RTEP, PWS, at 28. Further, GCIO does not identify any single duty that definitively requires the FSC developer to test, validate, or provide advice about the Vitria developer's code. See Protester's Comments and Supp. Protest, at 5-6.

Moreover, the VA has explained, and the PWS requirements for the FSC, Vitria, and PMSS task orders confirm, that the FSC and Vitria developers are required to perform unit testing (i.e., confirm that the code functions) but the PMSS contractor conducts integration, interface, functional, performance, regression, and security testing. See AR, Tab 13, Decl. of Chief of Development Division, at 2-4; Tab 5, RTEP, PWS, at 28-29; Tab 6, Vitria Task Order PWS, at 10; Tab 7, PMSS Task Order PWS, at 32-33. Additionally, the record shows that the FSC contractor's only role regarding the Vitria code is to receive the code and place it in the FSC test environment, so that the code can be tested by the PMSS contractor. Supp. COS at 3. Further, the agency has explained that the FSC task order does not contemplate that the FSC developer would review or reject the Vitria code prior to deployment in the production environment. See Supp. MOL at 10; AR, Tab 11, OCI Determination, attach. 3, Vitria COR Response, at 1; AR, Tab 13, Decl. of Chief of Development Division at 3-4. Finally, the agency has explained that the FSC developer does not provide sustainment support to Vitria code until after the code has been tested by the PMSS contractor and accepted by the government. Supp. COS at 4.

Thus, the VA's OCI determination was reasonable because, even though FTC will deploy and potentially support development and enhancement of Vitria applications, the FSC task order contract does not put FTC in a position to evaluate, review, reject, or exercise judgment over the Vitria code. See TDS, Inc., supra, at 5 (impaired objectivity

OCI did not exist because, even though the awardee's subcontractor would monitor its performance, the subcontractor would not evaluate its performance); cf. ASM Research, B-412187, Jan. 7, 2016, 2016 CPD ¶ 38 at 9-10 (impaired objectivity OCI existed where the awardee would evaluate its performance under another contract). Accordingly, we deny this protest allegation.

GCIO also argues that FTC will be unable to provide impartial advice to the agency required under the Vitria task order. GCIO asserts that FTC must provide a cost analysis to the agency regarding a successor platform for Vitria, and that such advice will be impaired because the selection of a successor platform impacts the FSC production environment. Protest at 13. The agency responds that it has already selected a successor system, that FTC was not involved in that selection, and that FTC was not required to provide a cost analysis under the Vitria task order. Memorandum of Law (MOL) at 11; AR, Tab 13, Decl. of Software Development Supervisor, at 4. Further, the agency explains that FTC will not determine when the Vitria system is replaced, and that the agency has already independently concluded that the Vitria system will be the first component replaced. AR, Tab 13, Software Development Supervisor Decl., at 5. Thus, we deny this protest allegation because the record does not show that FTC will be in position to make recommendations to the agency regarding the status or deployment of the successor application to Vitria. See Serco, Inc., B-404033 et al., Dec. 27, 2010, 2010 CPD ¶ 302 at 3-4 (concluding that there was no impaired objectivity OCI when the awardee was not in a position to make recommendations to the agency).

GCIO's Technical Proposal

GCIO alleges that the VA failed to credit its proposal with additional strengths under the technical factor. Specifically, GCIO argues that its proposal should have received additional strengths based on its staffing approach, software development approach, software development lifecycle understanding, continuous process improvement understanding, development and testing solutions, and approach to technical oversight of the VA's Centers of Excellence. Protester's First Supp. Protest at 9-14.

The evaluation of technical proposals and the determination of relative merit are generally matters within the agency's discretion, which our Office will not disturb unless they are shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. STG, Inc., B-415580.4, B-415580.5, July 5, 2018, 2018 CPD ¶ 232 at 5-6. Additionally, adjectival descriptions and ratings serve only as a guide to, and not a substitute for, intelligent decision-making. Id. The essence of the evaluation is reflected in the evaluation record itself--the actual evaluation findings--and not the adjectival descriptions. Id.

As referenced above, the solicitation specified each proposal's technical approach would be evaluated based on each firm's understanding of the problem, and feasibility of approach. AR, Tab 5, RTEP, TOEP, at 1-2. Understanding of the problem would be assessed based on the extent to which the proposal demonstrates a clear

understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the task and the extent to which uncertainties are identified and resolutions proposed. Id. at 1. Feasibility of approach would be assessed based on the extent to which the proposed approach is workable and the end results achievable. Id. at 2. In addition, the RTEP specified that a strength would be assigned when any aspect of the proposal enhanced the merit or increased the probability of successful contract performance. Id. at 6.

On this record, we find the agency's evaluation to be unobjectionable. The record shows that the agency reviewed GCIO's entire technical proposal, and concluded that it warranted three strengths. AR, Tab 14, GCIO Tech. Eval. Report, at 2-3. Further, the record shows that the agency considered the remainder of GCIO's proposal as satisfying the minimum PWS requirements. AR, Tab 14, GCIO Tech. Eval. Report, at 2; Tab 5, RTEP, TOEP, at 6. While GCIO raises numerous allegations that its proposal warranted additional strengths, we do not find any of those arguments persuasive because none articulate how the agency deviated from the stated evaluation criteria or that the agency's position was plainly absurd. See 22nd Century Techs., Inc., B-416669.5, B-416669.6, Aug. 5, 2019, 2019 CPD ¶ 285 at 5-6 (protester's allegations that its proposal should have been assigned additional strengths was denied where the allegations failed to articulate how the decision not to assign additional strengths was inconsistent with the stated evaluation criteria); see also DirectViz Sols., LLC, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 5 (agency's evaluation was reasonable where it considered the alleged strong parts of the protester's proposal but determined that the features were not advantageous or representative of strengths). We discuss below a few illustrative examples.

First, GCIO argues that its staffing plan warranted an additional strength because it includes using the existing staff to perform the requirement immediately and satisfactorily. Protester's First Supp. Protest at 9. We do not find the agency's evaluation unreasonable because the record shows that the agency considered GCIO's staffing plan and determined that it did not merit a strength for that particular aspect. AR, Tab 14, GCIO Tech. Eval. Report, at 2. Indeed, GCIO's staffing plan was assigned a strength because it included a roadmap for future skills and expertise and thoughtful analysis of the personnel skill sets required to accomplish many of the PWS duties. Id.

Although GCIO argues that the agency's evaluation was improper because using incumbent personnel represents the most workable staffing approach, we disagree; the RTEP did not specify that using incumbent staff merited an additional strength, and we are not convinced that GCIO's assertion is self-evidently true. Thus, this allegation simply disagrees with the agency's judgment of the relative worth of using incumbent personnel, which does not provide us with a basis to sustain the protest. DirectViz Sols., LLC, supra at 5 ("An offeror's disagreement with the agency's evaluation, without more, does not demonstrate that the evaluation was unreasonable."). Accordingly, we deny this allegation.

Similarly, GCIO argues that its software development approach merited an additional strength because it demonstrated an exceptional technical understanding of green field project design (i.e., GCIO argues that it possesses extra knowledge of future-leaning FSC development). Protester's First Supp. Protest at 11-12. We do not find the agency's evaluation to be unreasonable because the record shows that the agency considered GCIO's entire approach to green field project design but did not conclude that its technical understanding of future-leaning development warranted an individual strength. AR, Tab 14, GCIO Tech. Eval. Report, at 3.

Instead, the VA concluded that another aspect of GCIO's green field development approach warranted a strength (i.e., its solution to develop a [DELETED]). Id. Thus, the record shows that the agency considered GCIO's green field development approach but did not conclude that GCIO's technical understanding of future-leaning developments warranted a strength. While GCIO may argue that its technical understanding increases the feasibility of its green field development approach, the agency simply did not consider that to be the case. As a result, that allegation, without more, constitutes disagreement with the agency's evaluation and does not provide us with a basis to sustain the protest. See DirectViz Sols., LLC, supra. Accordingly, we deny this allegation because the agency's evaluation was not unreasonable.

As a final example, GCIO argues that its approach to providing technical oversight warranted a strength because it identified [DELETED] for each Center of Excellence worksite, provided a development approach enabling a culture of [DELETED], and had valuable background experience that would facilitate [DELETED] across the sites. Protester's First Supp. Protest, at 14-15. On this issue, the VA concluded that GCIO's approach satisfied the solicitation requirement but did not offer any special advantages. COS at 27; see also AR, Tab 14, GCIO Tech. Eval. Report, at 2. Even though GCIO may argue that its approach or experience increases its likelihood of successful performance, that argument, by itself, does not demonstrate that the agency's evaluation was inconsistent with the solicitation's requirements. Like those arguments above, this argument simply represents a disagreement with the agency's evaluation and does not provide us with a basis to sustain the protest. See STG, Inc., supra, at 7. Accordingly, we deny the allegation.

Unequal Treatment

GCIO alleges that the VA unequally evaluated its and FTC's technical proposals because the VA applied a more lenient evaluation standard to FTC's technical proposal. Protester's Comments and Supp. Protest at 21-22.

It is a fundamental principle of government procurement that an agency must treat vendors equally, which means, among other things, that the agency must evaluate proposals in an even-handed manner. Advanced Alliant Sols. Team, LLC, B-417334, Apr. 10, 2019, 2019 CPD ¶ 144 at 4-5; see also Soft Tech Consulting, Inc., B-416934, Jan. 15, 2019, 2019 CPD ¶ 60 at 5. Where a vendor alleges unequal treatment, it must show that the differences in ratings did not stem from differences between the

proposals. Advanced Alliant Sols. Team, LLC, supra. In this regard, we have concluded that an agency treats vendors unequally by, for example, reading some vendors' proposals in an expansive manner and resolving doubts in favor of the vendors, while reading other vendors' proposals narrowly and applying a more exacting standard that requires affirmative representations within the four corners of the proposal, we have found such evaluations to be unreasonable. See, e.g., Soft Tech Consulting, Inc., supra.

First, GCIO argues that the agency applied a more lenient evaluation standard to FTC's green field development design approach. Protester's Supp. Comments at 5-6. As its only example, GCIO asserts that the VA interpreted FTC's proposal in an overly favorable manner because the VA credited FTC's proposal for proposing to use [DELETED] even though FTC's proposal only briefly mentioned that feature. Id. at 6. Based on the record, we have no basis to find that the agency unequally evaluated the proposals in this regard.

As the agency points out, FTC's green field development design was assigned a significant strength because it articulated the [DELETED] for the current system and an improved [DELETED], proposed to use an analysis of [DELETED] in order to determine the [DELETED] and proposed to establish [DELETED]. Supp. MOL at 31-36; AR, Tab 18, SSDD, at 4. In contrast, GCIO's proposal did not contain similar features; the agency explains that GCIO's green field development design did not provide the same level of explanation as to how it would use the [DELETED], did not provide a similar details explaining how it would [DELETED], and did not include [DELETED] feature in its system. Supp. MOL at 31-36. Although GCIO responded that its proposal included an in-depth understanding of the requirements and some significant features that would increase user feedback and user adoption, the record shows that GCIO failed to demonstrate that its green field development design included the same features as those included in FTC's design.⁷ Protester's Supp. Comments at 6-7. Thus, we deny this allegation because the protester has not demonstrated that the differences in ratings did not stem from the fact that FTC's development design included different features which the agency considered to be more advantageous.

Second, GCIO argues that the VA evaluated FTC's SAFe training approach more leniently. As the agency points out, FTC was assigned a strength in this area because FTC proposed to provide SAFe training to both its staff and VA personnel. Supp. MOL

⁷ GCIO contends that the agency's argument constitutes a post-protest explanation that should be afforded little weight. In our view, the agency's argument explains the differences between the proposals and, to that end, fills gaps in the evaluation record. Wackenhut Servs., Inc., B-286037, B-286037.2, Nov. 14, 2000, 2001 CPD ¶ 114 at 5 ("While we accord greater weight to contemporaneous evidence, we will consider post-protest explanations that provide a rationale for contemporaneous conclusions, so long as those explanations are credible and consistent with the contemporaneous record."). Accordingly, we do not find persuasive the protester's position that the agency's argument constitutes a post-protest explanation.

at 38. In contrast, GCIO did not propose to provide SAFe training to VA personnel, but rather emphasized its training personnel and that it has provided SAFe training to VA personnel previously. Id. Thus, consistent with the agency's position, we find that the proposals are different because, whereas FTC affirmatively stated that it would provide SAFe training to VA personnel, GCIO's proposal did not include that specific statement. Compare AR, FTC Tech. Proposal, at 5 ([DELETED]) with AR, Tab, 10, GCIO Tech. Proposal, at 7 ([DELETED]). To the extent GCIO asserts that the agency should have interpreted its proposal as promising to provide SAFe training to VA personnel because it indicated that it had previously provided virtual SAFe training to VA employees, we note that it was GCIO's responsibility to state affirmatively its intention to provide SAFe training to agency personnel. See Merrill Aviation & Defense, B-416837, B-416837.2, Dec. 11, 2018, 2018 CPD ¶ 421 at 5. Accordingly, we deny this allegation.

GCIO also argues that the VA more leniently evaluated FTC's staffing approach. Specifically, GCIO takes issue with the fact that FTC was assigned a strength for its recruitment plan, while GCIO was not assigned a strength for having immediately available personnel. Similar to the arguments above, we note that GCIO has not demonstrated that the agency unequally evaluated similar aspects of the proposals. Here, the agency points out that it evaluated FTC's recruiting approach as advantageous because FTC offered full-time, experienced recruiters, standing agreements with staffing firms, a bench of cleared personnel, relocation packages for employees, and an ability to visualize staffing capacity in real-time. Supp. MOL at 40. In contrast, the agency points out that GCIO's proposal included a [DELETED] personnel and a standard approach that did not offer the same features as FTC's recruiting approach. Id. Although GCIO asserts that its staffing plan did not require recruiters because, as the incumbent, it already had a strong performing staff, such argument does not show that it offered a recruitment plan objectively equivalent in quality and scope. Protester's Supp. Comments at 8-10. Without showing that its proposal offered an identical recruitment plan, we have no basis to find that the agency unequally evaluated the proposals. Accordingly, we deny this allegation.

Post-Award Impact Analysis

GCIO alleges that the agency had the PMSS contractor conduct a post-award impact analysis assessing the risk in transitioning the FSC development task order from GCIO to FTC. Protester's Second Supp. Protest at 7. GCIO alleges that the PMSS contractor concluded that award to FTC would result in an 18-month delay to the FSC's current mission and projects. Id. As a result of this alleged analysis, GCIO argues that the agency must have incorrectly evaluated the level of risk in FTC's technical approach. Id. at 7-8.

As support for its allegation, GCIO produces a declaration from one of its officials. Protester's Second Supp. Protest, exh. A, Decl. of GCIO Official. The official states that he and an employee for the PMSS contractor discussed the impact assessment. Id. at 1. According to GCIO's official, the employee explained that the impact analysis determined that award to FTC would result in an 18-month impact to delivery efforts. Id.

at 2. The GCIO official further explains that the results of the impact analysis were consistent with the previous requests from the agency that GCIO increase its staffing levels for PEGA software developers. Id.

In response, the VA has explained that the PMSS contractor did not conduct a post-award impact analysis assessing the risk of transitioning to FTC. AR, Decl. of FSC Director, at 1. Instead, the VA explains that the PMSS contractor performs prioritization assessments on a monthly basis in preparation for business program reviews where portfolio and project status are discussed. Id. During these meetings, the PMSS contractor presents high risk areas and issues that adversely impact project completion schedule. Id.

According to the agency, during the January business program review, the PMSS contractor discussed project delays resulting from when one of GCIO's PEGA software developers abruptly left his post in November 2019. AR, Decl. of FSC Director, at 1. The agency supported this statement with data presented at the meeting showing that it expected a significant delay to the Pay Adjustment Transactions project due to GCIO staffing the project with only one PEGA software developer. Id., attach. A, Business Process Review, Jan. 16, 2020, at 2; attach. B, Project Schedule, Line 139. The agency also produced correspondence between agency and GCIO officials showing that the agency expressed concern with the schedule for the Pay Adjustment Transactions project following the PEGA software developer's departure. AR, Decl. of FSC Director, attach. C, E-mails between GCIO, VA and PMSS Contractor, at 1-4. Additionally, the PMSS contractor has stated that its employee never discussed the results of the firm's analysis with the GCIO official. AR, PMSS Contractor Letter to the VA, Feb. 5, 2020, at 2. Thus, the VA has demonstrated that it did not conduct an impact analysis finding that award to FTC would result in an 18-month delay; instead, the VA's analysis determined what effect GCIO's loss of a PEGA software developer would have on project completion.

In its comments, GCIO disputes the agency's position. It provides an additional statement from its official explaining that he has discussed the negative effects of transitioning with the FSC director. Protester's Supp. Comments, attach. A, Decl. of GCIO Official, at 1. The GCIO official also points out that no delay will result from the PEGA software developer's departure because the firm has provided an additional [DELETED] developers. Id. at 2.

Upon review, we conclude that GCIO has not established the facts to support its allegation. Our decisions explain that a protester has the burden of presenting sufficient evidence to establish its position. Lion Brothers Co., Inc., B-212960, Dec. 20, 1983, 84-1 CPD ¶ 7 at 2. Further, a protester's unsupported allegations do not meet that burden, and our Office will not conduct an investigation to establish the validity of a protester's speculative statements. Id. Here, the protester has not produced any documents substantiating its claim the agency conducted a post-award impact analysis identifying risks related to FTC's proposed transition plan. Further, the protester has only provided us with uncorroborated, self-serving statements, while the agency has

produced documents showing that the analysis was related to delays resulting from GCIO's performance. See Crown Point Coachworks and R&D Composite Structures; North American Racing Co., B-208694, B-208694.2, Sept. 29, 1983, 83-2 CPD ¶ 386 at 5 ("Where conflicting statements of the protester and contracting agency constitute the only available evidence, the protester has not met [its] burden."). Accordingly, we deny this allegation because GCIO has not provided us with sufficient evidence to find that any post-award impact analysis occurred.

Source Selection Decision

GCIO next argues that the source selection decision was unreasonable because the SSA failed to consider FTC's unmitigable OCI, and was predicated on unreasonable evaluations of the proposals. Protester's Supp. Comments at 11-12. We dismiss these allegations because they are derivative of the protester's challenge to the agency's OCI analysis and technical evaluations. Safeguard Base Operations, LLC, B-415886.6, B-415886.7, Dec. 14, 2018, 2018 CPD ¶ 426 at 4 (derivative allegations do not establish independent bases of protest).

Finally, GCIO argues that the SSA did not conduct a meaningful, independent analysis. In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. Altavian, Inc., B-417701, B-417701.2, Sept. 17, 2019, 2019 CPD ¶ 323 at 9. In this regard, ratings, whether numerical, color, or adjectival are merely guides to intelligent decision-making. Id. The evaluation of proposals and consideration of their relative merits should be based upon a qualitative comparison of the proposals consistent with the evaluation scheme. Id.

Here, the SSDD shows that the SSA reviewed the technical evaluation report, compared the assessments against the solicitation's evaluation criteria, and independently determined that FTC offered the best value. AR, Tab 18, SSDD, at 3. Furthermore, as noted above, the SSDD contains specific comparisons between the proposals showing that the SSA considered both proposals as offering advantageous features, and based on those comparisons, determined that the proposals were technically equal. Id. at 6-8. Because the SSA determined that the technical proposals were equal, the SSA selected FTC's proposal as offering the better value due to FTC's superior record of past performance and lower price. Id. at 8. Thus, the record shows that the SSA compared the quality of the proposals in light of the solicitation's evaluation scheme. Accordingly, we deny this allegation.

The protest is denied.

Thomas H. Armstrong
General Counsel