U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Comprehensive Health Services, LLC

File: B-421108.4; B-421108.5

Date: May 17, 2023

Elizabeth N. Jochum, Esq., and Samarth Barot, Esq., Blank Rome, LLP, for the protester.
Michael F. Mason, Esq., Stacy M. Hadeka, Esq., Christine Reynolds, Esq., Taylor Hillman, Esq., and Lauren Olmsted, Esq., Hogan Lovells US LLP, for The Providencia Group, LLC, an intervenor.
William B. Blake, Esq., Department of the Interior, for the agency.
Scott H. Riback, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of proposals and source selection decision is denied where the record shows that the agency's evaluation and selection decision were in accordance with the terms of the solicitation and applicable statutes and regulations.

2. Allegation that awardee has one or more impermissible organizational conflicts of interest is denied where the record shows that the agency thoroughly investigated the question and reasonably determined that no conflicts exist.

DECISION

Comprehensive Health Services, LLC (CHS), of Cape Canaveral, Florida, protests the award of a contract to The Providencia Group, LLC (TPG), of Ashburn, Virginia, under request for proposals (RFP) No. 140D0422R0006, issued by the Department of Interior for unaccompanied children sponsor support services. CHS argues that the agency misevaluated proposals and made an unreasonable source selection decision. CHS also argues that TPG has one or more organizational conflicts of interest.

We deny the protest.

BACKGROUND

This is the second occasion where the propriety of the agency's actions in connection with this acquisition have been protested. In September 2022, the agency awarded a contract for this requirement to TPG. In the wake of that award decision, three firms, including CHS, filed protests with our Office challenging the propriety of that selection decision for a variety of reasons. Prior to the deadlines for responding substantively to those protests, the agency advised our Office that it intended to take corrective action, and we dismissed all three protests as academic. *Comprehensive Health Services, LLC*, B-421108, Oct. 28, 2022 (unpublished decision); *ICF Incorporated, LLC*, B-421108.2, Oct. 28, 2022 (unpublished decision); *Cherokee Nation Solutions, LLC*, B-421108.3, Oct. 28, 2022 (unpublished decision). Thereafter, the agency engaged in corrective action activities and again selected TPG for award. CHS's current protest follows the agency's latest selection decision.

The RFP contemplates the award, on a best-value tradeoff basis, of a hybrid fixed-price, labor-hours contract for a 1-year base period and four 1-year option periods. The sponsor services at issue are to provide the agency's office of refugee resettlement all activities necessary to safely unify unaccompanied children that have been taken into custody by the Department of Homeland Security with a suitable sponsor in an efficient and timely manner, including sponsor identification, vetting, suitability assessment, and recommendation for placement with the sponsor.

The RFP advised firms that the agency would evaluate proposals considering price and several non-price considerations. The evaluation criteria, listed in descending order of importance, were: organizational experience; personnel qualifications; management and technical approach; past performance; socioeconomic status; and price.[1] RFP at 10.[2]

In response to the solicitation, the agency received a number of proposals. The agency evaluated the proposals and made an initial selection of TPG. As noted, that selection decision was protested by three firms, and the agency elected to take corrective action in response to those protests. In performing its corrective action, the agency engaged in limited discussions with, and reevaluated the proposals of, the three firms that had filed protests, along with TPG. After completing its corrective action, the agency assigned the following ratings to the TPG and CHS proposals:

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[1] The agency would assign adjectival ratings of excellent, very good, acceptable, or unacceptable under the first three non-price factors; adjectival risk ratings of very low, low, moderate, high, or neutral performance risk under the past performance factor; and full credit, partial credit or no credit under the socioeconomic status factor. RFP at 10-11, 13-14.

[2] The agency issued one amendment to the solicitation. All citations to the RFP are to the conformed version of the solicitation included with the agency report.

Factor	TPG	CHS
Organizational Experience	Very Good	Very Good
Personnel Qualifications	Excellent	Very Good
Management/Technical Approach	Excellent	Acceptable
Past Performance	Low Risk	Low Risk
Socioeconomic Status	Partial Credit	Partial Credit
Price	$524,305,129	$298,986,404

Agency Report (AR), Exh. 30, Post-Corrective Action Source Selection Decision Document (SSDD), at 16.[3] On the basis of these evaluation results, the agency selected TPG, finding that, although it had not offered the lowest price, the cost premium associated with awarding to the firm was merited based on the superiority of its proposal under the non-price factors. After being advised of the agency's selection decision and requesting and receiving a debriefing, CHS filed the instant protest.

DISCUSSION

CHS raises various challenges to the agency's evaluation of proposals under the management and technical approach factor, the past performance factor, and the price factor; CHS also challenges the propriety of the agency's source selection decision. In addition to these allegations, CHS argues that TPG has organizational conflict of interest (OCI) issues that the protester maintains the agency failed to adequately consider. We have considered all of CHS's allegations and find no basis to object to the agency's actions for any of the reasons identified by CHS. We discuss CHS's principal allegations below.

We note at the outset that, in considering 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 ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. *Management & Training Corporation*, B-420568, B-420568.2, May 10, 2022, 2022 CPD ¶ 114 at 4. We also note that, in making source selection decisions in a best-value setting, agencies are afforded broad discretion, and their tradeoffs are governed only by the test of rationality and consistency with the solicitation's evaluation scheme. *Id.* at 7.

[3] The record includes two source selection related documents, the initial SSDD, and the post-corrective action SSDD. The initial SSDD embodies the agency's original source selection decision. The post-corrective action SSDD embodies the agency's affirmation of its earlier source selection decision, and specifically addresses each protest ground advanced by the three firms that challenged the agency's earlier award to TPG. The adjectival ratings assigned to the TPG and CHS proposals remained unchanged from the initial SSDD to the post-corrective action SSDD. *Compare*, AR, Exh. 21, Initial SSDD, at 10 *with* AR, Exh. 30, Post Corrective Action SSDD, at 16.

Evaluation under the Management and Technical Approach Factor

The RFP advised offerors that the management and technical approach factor was comprised of four equally-weighted subfactors. RFP at 11-12. The record shows that, in evaluating proposals under that factor (as well as under the organizational experience and personnel qualifications factors), the agency assigned significant strengths, strengths, weaknesses, significant weaknesses and deficiencies to the proposals under each of the subfactors.

As noted above, the agency assigned an adjectival rating of excellent to the TPG proposal under the management and technical approach factor. The agency's rating was based on its underlying findings that, over the four subfactors, the TPG proposal merited the assignment of seven significant strengths, two strengths and no weaknesses. AR, Exh. 21, Initial SSDD, at 11; Exh. 30, Post-Corrective Action SSDD, at 25-27.

In contrast, the agency assigned CHS an adjectival rating of acceptable under the management and technical approach factor. That rating was based on the agency's underlying findings that the CHS proposal did not merit the assignment of any significant strengths, but did merit the assignment of a single strength, and a single weakness;[4] the proposal otherwise was assigned findings that it merely "met" the RFP requirements. AR, Exh. 21, Initial SSDD, at 11; Exh. 30, Post-Corrective Action SSDD, at 25-27.

CHS does not challenge the majority of the agency's findings under the management and technical approach factor, but does challenge the agency's assignment of the single weakness to its proposal noted above. CHS argues that the weakness assigned either was based on the agency's application of an unstated evaluation consideration or, alternatively, that its proposal did not merit the weakness assigned in light of the requirements of the solicitation.

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[4] The weakness was assigned under the second subfactor, demonstration of understanding of logistics, schedule, and other miscellaneous issues. The agency concluded that CHS's proposal confined its discussion to its knowledge of supply chains and receiving warehousing; shipping; inventory management; and property accountability of equipment and supplies required to support projects on a global scale, but did not include a discussion of how CHS would meet the unique logistics and schedule requirements of the solicitation. AR, Exh. 30, Post-Corrective Action SSDD, at 26. In addition, the agency's source selection official revisited the question of whether the weakness was appropriately assigned, and concluded that it was. *Id.* at 5-6. Although CHS's prior and current protests both raised essentially identical challenges to the assignment of this weakness, we conclude that the record bears out the agency's finding, and that the weakness was reasonably assigned. *See* AR, Exh. 12, CHS Technical Proposal, at 18-19.

In a similar vein, CHS challenges the agency's assignment of just one of the strengths to the TPG proposal. CHS argues that the agency either should not have assigned this strength to the TPG proposal under the management and technical approach factor (because it was based on the application of an unstated evaluation consideration, or on considerations encompassed by the organizational experience factor) or, alternatively, that the agency also should have assigned its proposal a similar strength.

We need not consider these allegations in any detail because we conclude that, even if CHS is correct in its challenges, there is no reasonable possibility of prejudice to CHS.[5] Competitive prejudice is an essential element of every viable protest allegation, and where none is shown or otherwise evident, we will not sustain a protest, even if the protester arguably is correct. *Management & Training Corporation, supra.* at 5.

Based on the record before our Office, we have no basis to conclude that there is a reasonable possibility that CHS may have been prejudiced by the allegedly unreasonable evaluation finding of the agency. Even if the weakness assigned to the CHS proposal were to be eliminated and the strength assigned to the TPG proposal also were to be eliminated, CHS's proposal would still be significantly lower rated than the TPG proposal under the management and technical approach factor.

As noted, the TPG proposal was assigned seven significant strengths, two strengths and no weaknesses, while the CHS proposal was assigned just a single strength and one weakness. The record shows that the agency was not principally focused on the number of significant strengths and strengths assigned to the TPG proposal, but was instead focused on the substance of those strengths. The agency's post-corrective action SSDD describes in detail each significant strength and strength assigned to the TPG proposal, and the advantages those proposal features would afford to successful performance of the resulting contract. AR, Exh. 30, Post-Corrective Action SSDD, at 25-27. In addition, the post-corrective action SSDD describes in detail the nature of the weakness assigned to the CHS proposal, and why that weakness would contribute to less advantageous performance by CHS compared to TPG. *Id.*

Even if we agreed that the changes to the evaluation argued for by CHS should be adopted, the TPG proposal still was evaluated as significantly more advantageous compared to the CHS proposal. CHS suggests that eliminating the single weakness assigned to its proposal would have materially altered the agency's selection decision, but this argument ignores all of the numerous significant strengths, as well as the additional strength, described by the agency in detail in its post-corrective action SSDD that have hot been challenged by CHS. In short, we have no basis to find a reasonable possibility of competitive prejudice to CHS based on these challenges to the agency's evaluation.

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[5] As noted above, we do conclude that the agency reasonably assigned the weakness to the CHS proposal.

Evaluation under the Past Performance Factor

CHS argues that the agency disparately evaluated the firms' respective past performance. According to the protester, TPG is a new concern that lacks contracts of a similar duration and magnitude compared to its own past performance examples. CHS therefore argues that it was unreasonable for the agency to have assigned both firms a low risk rating under the past performance factor.

We find no merit to this aspect of CHS's protest. The record shows that TPG's proposal included eight past performance examples and three past performance questionnaires (PPQs),[6] two performed by TPG, and one performed by an affiliated company, MVM, Inc., which shares a common parent with TPG and was identified as a team member for the solicited effort.[7]

As to the two past performance examples performed by TPG, the agency found that they both involved providing services to the activity soliciting the current requirement (the Office of Refugee Resettlement), and also that they encompassed work that the agency characterized as representative of the solicited requirement. AR, Exh. 30, Post-Corrective Action SSDD, at 6. However, the agency concluded that these projects were of much smaller magnitude, and one of them was for a much shorter duration. *Id.* As to the project performed by MVM, the agency concluded that it was similar in magnitude to the solicited requirement (as measured by the dollar value of the contract), but only encompassed some of the agency's solicited requirements. *Id.* Based on these findings, the agency concluded that, collectively, the references were somewhat relevant. *Id.*

As to the quality of the firms' performance under all three past performance examples, the record shows that they were consistently assigned exceptional ratings under all evaluated considerations in the PPQs submitted for TPG. AR, Exh. 30, Post Corrective Action SSDD, at 6; Exh. 33, TPG PPQs. Based on the totally of the information described, the agency assigned TPG a low risk rating under the past performance factor. AR, Exh. 30, Post Corrective Action SSDD, at 6.

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[6] The TPG proposal included a total of eight past performance reference examples. However, the RFP limited the number of PPQs that could be submitted to three. The RFP also required that the PPQs be provided to an offeror's reference, who would be responsible for submitting the PPQs directly to the agency. RFP at 7. Three PPQs were submitted on behalf of TPG, two for TPG as a prime contractor, and one for MVM as a prime contractor. AR, Exh. 33, TPG PPQs. The agency's past performance evaluation was confined to these three examples.

[7] The record shows that TPG submitted a past performance example for MVM, and that the agency treated this reference as one submitted by TPG. CHS has not alleged that there was anything impermissible in the agency's crediting TPG with the past performance example of MVM.

With respect to CHS, the record shows that it referenced three past performance examples in its proposal, AR, Exh. 12 CHS Technical Proposal, at 19, but there was essentially no detailed information about these prior contracts (for example, it cannot be determined when the periods of performance for these examples occurred; neither can the dollar value of the acquisitions be determined). In addition, there were no PPQs provided to the agency for any of CHS's referenced contracts.

Based on the information available, the agency determined that CHS's past performance examples, collectively, were somewhat relevant. Specifically, the record shows that, as to one reference, the agency was able to obtain a contractor performance assessment report system (CPARS) report, and determined that the example was very relevant based on the requirements being performed, although it was for a somewhat lesser dollar value. AR, Exh. 30, Post-Corrective Action SSDD, at 7. As to the remaining two examples, the agency was unable to find any information about them in the CPARS system that would enable it to determine the relevancy of the examples. *Id.* The agency also concluded that one example was a cooperative agreement that was, at best, minimally relevant because the performance requirements and assessments under such an agreement are designed and completed differently than under procurement contracts. *Id.*

Because of the limited nature of the information available, the agency assigned a performance risk rating to CHS's past performance based on the information available in the CPARS report, which was for just a single year of performance (from July of 2018 to July of 2019). AR, Exh. 30, Post–Corrective Action SSDD, at 7; *see also* AR, Exh. 34, CHS CPARS report. That report reflected uniformly high ratings for CHS's performance. On balance, therefore, and considering all of the available information, the agency assigned a low risk rating to CHS's past performance. AR, Exh. 30, Post – Corrective Action SSDD, at 7-8.

CHS has not alleged or demonstrated that any of the factual findings of the agency in connection with its past performance evaluation were incorrect, or that the examples reviewed were somehow mischaracterized or misunderstood by the agency. CHS's protest largely amounts to its disagreement with the conclusions reached by the agency. CHS's argument essentially relies on what it believes was its more relevant past performance. However, as discussed above, the agency was largely unable to assess the relevancy or quality of CHS's past performance due to a lack of information about two of its three examples (as noted, none of the PPQs for CHS's past performance examples were submitted to the agency), and because of the limited amount of information available about the third example (the CPARS report covered only a single year of performance).

CHS's disagreement, without more, does not provide our Office with a basis to object to the reasonableness of the agency's evaluation of the firms' past performance. *Savannah River Technology & Remediation, LLC; Fluor Westinghouse Liquid Waste Services, LLC*, B-415637 *et al.*, Feb. 8, 2018, 2018 CPD ¶ 70 at 13. We therefore deny this aspect of CHS's protest.

Evaluation under the Price Factor

CHS raises two arguments concerning the agency's evaluation of price proposals. First, the protester maintains that the agency failed to critically evaluate prices and thus failed to consider the fact that the offerors proposed what CHS describes as "wildly divergent" pricing approaches. Second, CHS argues that the agency failed to perform an adequate price reasonableness evaluation. We discuss each allegation.

TPG's Pricing Approach

CHS argues that the agency failed to evaluate prices to determine whether what it calls TPG's "divergent approach" to pricing was reasonable. Although CHS suggests that this amounted to a generalized failure on the part of the agency to evaluate prices and compare the price proposals to the offerors' technical approaches, the protester identifies only one particular change made by TPG in its pricing proposal that it maintains the agency could not properly accept. CHS argues that it was prejudiced by the agency's actions.

The RFP included a pricing worksheet that detailed a list of labor categories, an estimate of the number of full-time equivalent employees (FTEs) for each category, and a designation of each category as either being priced on a fixed-price basis, or on a labor-hour basis. RFP, Attach. 3, Pricing Worksheet. The RFP instructions provided that the information in the pricing worksheet was being provided as a guide only, and that offerors were permitted to make changes to the suggested labor categories and hours. RFP at 9.

The record shows that TPG made certain changes to the labor categories and hours suggested by the agency in its pricing worksheet, and as noted, the protester focuses on just one of these changes. Specifically, a review of the TPG price proposal shows that it changed the "discharge coordinator" labor category from a fixed-price labor category to a labor-hours category. CHS argues that the agency failed to observe this fact, and also failed to consider the potential cost impact of this change. CHS argues that it was prejudiced by the agency's decision to allow TPG to make this change because it included additional FTEs in this labor category in light of its designation as a fixed-price labor category.

We find no merit to this aspect of CHS's protest. First, contrary to the protester's position, nothing in the terms of the RFP necessarily precluded offerors from deviating from the labor categories or level of effort suggested by the government in the pricing worksheet. The RFP instructions to offerors provided as follows:

> The Government's Level of Effort (LOE) is listed in Attachment 2, Price Proposal Spreadsheet as a guide only. Changes to the estimated labor categories and hours are permitted but shall be accompanied by rationale

> for the change(s) and an explanation as to how it relates to the offeror's overall technical solution.

RFP at 9. This language permitted offerors to make changes to the "estimated labor categories," and we see no basis to conclude that changes to the labor categories--including changes to how those labor categories would be billed to the government--would be precluded under this RFP provision, so long as the offeror provided the agency with a rationale for making such a change. Indeed, the RFP specifically required offerors to provide their pricing assumptions to the agency in a separate proposal volume. *See*, RFP at 8.

Consistent with the RFP instructions, TPG provided the agency with its rationale for making changes to certain labor categories, including the discharge coordinator labor category. Specifically, the TPG proposal provided as follows:

> The designation of the billing type is based on [deleted] of the UC [unaccompanied children] census. Labor categories that [deleted] are proposed as "Labor Hour." [deleted] positions that [deleted] are classified as a "Firm Fixed Price" labor type.

AR, Exh. 18, TPG Pricing Assumptions Proposal Volume, at 1. The record therefore shows that TPG's proposed change was permissible under the terms of the RFP, and TPG provided the agency with all the information required in connection with making the change.

CHS suggests that TPG gained a competitive advantage by changing the discharge coordinator labor category to being billed on a labor hour basis, maintaining that this will allow TPG to bill on an open-ended basis for that labor category once it has reached the maximum number of hours for that labor category specified in its proposal. CHS also suggests that, because it believed it was required to bill the discharge coordinator labor category on a fixed-price basis, it included an additional 6 FTEs beyond those suggested in the RFP; CHS apparently believes that it could have proposed just the suggested 10 FTEs for this category, and simply billed for the services of the additional six discharge coordinators.

However, as the agency correctly notes, the RFP contemplated this possibility and specifically provided: "The offeror is required to manage the LH [labor hour] portion of the requirement to the *proposed solution labor category ceilings*; therefore, the labor category ceilings shall be maintained for each period of performance." RFP at 9 (emphasis supplied). Accordingly, there is no basis for our Office to conclude that TPG will be able to bill its proposed labor-hour categories on an open-ended basis, or that CHS could have done so if it had proposed a staffing profile similar to that proposed by TPG.

In the final analysis, we find there is no reasonable possibility that TPG somehow gained an unfair competitive advantage from changing certain of the labor categories from being billed on a fixed-price basis to being billed on a labor-hour basis when the

solicitation specifically allowed offerors to make such changes. In light of the foregoing considerations, we deny this aspect of CHS's protest.

CHS's Pricing Approach

In a related argument, CHS suggests that it was "induced" to propose just 500 unification specialists because the agency, in an offeror question and answer, advised that the population of unaccompanied children was only 10,000 per month. The RFP requires the successful contractor to maintain a ratio of 1:20 unification specialists to unaccompanied children throughout contract performance, and CHS suggests that it arrived at the number of unification specialists it proposed by dividing 10,000 by 20 to arrive at a figure of 500 unification specialists.

The agency discussed CHS's deviation from the suggested staffing for the unification specialist labor category, as well as CHS's rationale for its deviation, in detail in its post-corrective action source selection decision. The agency concluded that CHS's proposed staffing was only minimally adequate, compared to TPG's proposed staffing, which was based on an estimated monthly number of unaccompanied children of 12,689, which the agency described as commensurate with the government's estimated needs. AR, Exh. 30, Post-Corrective Action SSDD, at 23-24. CHS's argument ignores the fact that the agency actually stated that it has "over 10,000 UCs [unaccompanied children] in its care" and that the number of unaccompanied children in its care varied. AR, Exh. 10, Offeror Questions and Answers, Question No. 17. The RFP also specifically estimated the number of unification specialists at 680 FTEs. RFP, attach. 3, Pricing Worksheet.

Under these circumstances, CHS could not reasonably have concluded from the available information that the agency had "only" 10,000 unaccompanied children in its care, or that the number would be static throughout contract performance. CHS has not explained, for example, why it did not simply multiply the number of unification specialists suggested by the agency in the RFP (680) by 20 to extrapolate an estimated total population of unaccompanied children of 13,600. That estimate would have been consistent with both the agency's suggested number of unification specialists, and the representation elsewhere that the agency had "over 10,000" unaccompanied children in its care. We therefore find no merit to this aspect of CHS's protest.

Evaluation of Price Reasonableness

CHS argues that the agency failed to perform a price reasonableness evaluation in connection with awarding to TPG. Based principally on the difference between its total price and the awardee's total price, CHS argues that the agency could not reasonably have concluded that the price offered by TPG was reasonable.

In evaluating proposals for price reasonableness, agencies may use a variety of techniques, including comparison of the prices received in response to the solicitation; comparison of the prices received to historical prices paid; use of parametric estimating methods or the application of rough yardsticks; comparison with competitive published price lists; comparison of proposed prices with independent government cost estimates; comparison of proposed prices with prices obtained through market research; and analysis of data other than certified cost or pricing date obtained from the offerors. Federal Acquisition Regulation (FAR) 15.404-1(b)(2). The FAR also advises that the first two methods (comparison of the prices received and comparison of the prices received to historical prices paid) are the preferred methods for evaluating price reasonableness. FAR 15.404-1(c)

Here, while the record shows that the agency prepared an independent government estimate (IGE), AR, Exh. 2, IGE, it ultimately concluded that there were limitations associated with the estimate as prepared (for example, the IGE did not include other direct costs or travel costs). *See* AR, Exh. 21, Initial SSDD, at 12; Exh. 30, Post-Corrective Action SSDD, at 28. The agency also concluded that the hourly rates used to calculate the IGE were considerably lower than the average, actual rates proposed in response to the solicitation. AR, Exh. 30, Post-Corrective Action SSDD, at 28.

In light of these considerations, the agency revised the IGE in an effort to make it more comparable to the prices proposed. Specifically, the agency endeavored to revise the labor rates used in preparing the IGE to rates that would be more comparable to those proposed. AR, Exh. 30, Post-Corrective Action SSDD, at 28. After performing these revisions, the agency compared TPG's adjusted proposed price (total price less travel costs and other direct costs) to the revised IGE, finding that it was broadly in line with the IGE; the recalculated IGE was $498,837,211, while the TPG adjusted proposed price was $484,067,878. *Id.*

In addition to these considerations, the agency compared the average labor rates proposed for certain selected labor categories to one another. AR, Exh. 21, Initial SSDD, at 13-15. (The agency compared the proposed labor rates for regional project coordinator, lead unification manager, unification specialist, and case aid. The agency selected these rates because it concluded that they reflected the greatest number of FTEs and/or were of greatest importance to the fulfillment of the requirement. *Id.*)

Based on this comparison, the record shows that TPG proposed hourly rates for the selected labor categories that were well below the average rates proposed for three of the four labor categories used for the comparison, and only nominally above the

average rates proposed for the fourth labor category, case aid. (For example, TPG's proposed rate for case aid in the base year was $[deleted], while the average rate for case aid in the base year was $45.25). AR, Exh. 21, Initial SSDD, at 13-15; Exh. 30, Post-Corrective Action SSDD, at 28-29.

Finally, the agency compared the total prices submitted to one another, and concluded that TPG's total price fell in the middle of the total prices submitted by the technically acceptable offerors (the agency concluded that TPG's total price was "just below the average and well below the median" total price proposed). AR, Exh. 30, Post-Corrective Action SSDD, at 29. Based on these considerations, the agency concluded that TPG's prices were fair and reasonable. *Id.*

On this record, we have no basis to object to the agency's price reasonableness determination. The agency made a diligent effort to adjust the IGE to account for limitations associated with the original IGE, and compared TPG's price to that figure; compared the select unit prices offered to an average of all unit prices received; and compared the total prices received to one another. Those comparisons show that TPG's prices were well within the spectrum of prices received, and largely comparable to the IGE as adjusted.

We also note that an examination of the record shows that CHS's low price was the apparent outlier in the competition. CHS's price was low principally because its proposal varied dramatically from the anticipated level of effort contemplated by the agency and used by the other offerors in preparing their respective proposals (as discussed, CHS proposed significantly fewer unification specialists compared to any other offeror because it claims it was "induced" by the agency to do so).

In this connection, the record shows that the RFP included suggested total staffing of 805 FTEs per year of contract performance, and that the greatest number of FTEs was for the unification specialist labor category, which included 680 FTEs. By way of comparison, CHS proposed to perform using a total of just 573 FTEs, and included between 456 and 500 unification specialists (the number of unification specialists proposed by CHS varied initially because it proposed an 8-week "ramp up" period, during which it would progressively add unification specialists; its proposed fully-operational staff included a total of 500 unification specialists). AR, Exh. 15, CHS Price Proposal. TPG, meanwhile, based its proposal on a total of 857 FTEs, and included the agency's suggested 680 unification specialist FTEs. AR, Exh. 17, TPG Price Proposal, at 2.

In light of the discussion above, we have no basis to object to the agency's price reasonableness determination on the record before us. We therefore deny this aspect of CHS's protest.

Organizational Conflict of Interest

CHS argues that the agency failed to adequately consider whether TPG has an organizational conflict of interest (OCI) stemming from the prior activities of one of its subcontractors, Deloitte Consulting, LLP. According to the protester, Deloitte performed work under certain prior contracts that created one or more OCIs that the agency has failed adequately to investigate, address or mitigate.

We find no merit to this aspect of CHS's protest. The FAR requires that contracting officials avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR 9.504(a), 9.505. The situations in which OCIs arise, as described in FAR subpart 9.5 and the decisions of our Office, can broadly be categorized into three groups: (1) unequal access to information; (2) biased ground rules; and (3) impaired objectivity.

An unequal access to information OCI exists where a firm gains access to nonpublic information, either during its performance of a government contract or otherwise, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b), 9.505-4; *Cyberdata Techs., Inc.*, B-411070 et al., May 1, 2015, 2015 CPD ¶ 150 at 6. A biased ground rules OCI arises where a firm, as part of its performance of a government contract, has in some sense set the ground rules for the competition for another government contract. FAR 9.505-1, 9.505-2. In these cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. *Energy Systems Group*, B-402324, Feb. 26, 2010, 2010 CPD ¶ 73 at 4. Finally, an impaired objectivity OCI exists where OCI is created when a contractor's judgment and objectivity may be impaired because the contractor's performance has the potential to affect other interests of the contractor. *Steel Point Solutions, LLC,* B-419709, B-419709.2, July 7, 2021, 2021 CPD ¶ 254 at 3.

The record here shows that the agency reviewed three contracts that had been awarded to Deloitte. The first was a contract for professional support services under which Deloitte provides the agency with data analytics and business management support (contract No. 0010). The second was a task order under which Deloitte provides process improvement and case management assessment services (task order 9002). The third is a task order under a different contract under which Deloitte provided the design, development and integration of a new, fully integrated case management system that supports the UC (unaccompanied children) program (the UC Path task order). Under this third task order Deloitte was tasked with designing, developing and integrating a new case management system, but the agency ultimately cancelled the UC Path initiative.

Unequal Access to Information

With respect to contract No. 0010 and task order 9002, the agency concluded that Deloitte had access to a substantial amount of non-public information, but that the raw data under these two contracts had been made publicly available; the contracting officer concluded with respect to these two contracts that all of the non-public information that had been available to Deloitte was subsequently made available publicly. AR, Exh. 30, Post-Corrective Action SSDD, at 3-4.

CHS suggests that there may be information that Deloitte had available under these two contract actions that has not been made publicly available, but the protester has not identified any such information, and its position essentially amounts to speculation. Where a protester alleges that a competitor had access to non-public, competitively useful information, such allegations must be based on hard facts, not suspicion or innuendo. *Raytheon Technical Services Company, LLC*, B-404655.4 *et al.*, Oct. 11, 2011, 2011 CPD ¶ 236 at 4-6.

Here, although CHS suggests that there might possibly be information that was available to Deloitte that was not subsequently made publicly available, the record shows that the agency performed an extensive investigation and concluded that this was not the case. We have no basis on this record to question the adequacy of the agency's investigative effort; where an agency has given meaningful consideration to whether an OCI exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *Raytheon Technical Services Company, LLC*, supra.

With respect to the UC Path task order, the agency concluded that there were two possible concerns, one arising from the fact that Deloitte may have had an advantage owing to the fact that it had detailed information about the design and development of the UC Path interface; and a second owing to the fact that, subsequent to the task order being issued, the agency decided to cancel the UC Path initiative, and to not implement the interface.

As to the first concern, the agency concluded that its cancellation of the requirement essentially nullified any advantage Deloitte may have enjoyed by virtue of having designed the interface. AR, Exh. 30, Post-Corrective Action SSDD, at 4.

As to the second concern, that Deloitte had information about the cancellation of the UC Path initiative that the other offerors may not have had, the agency concluded that the best approach would be to engage in limited discussion with the offerors to clarify the case management interface requirements so that all firms knew of the cancellation. AR, Exh. 30, Post-Corrective Action SSDD, at 4. The agency engaged in these discussions and all offerors were afforded an opportunity to revise their respective proposals. *Id.* at 13-15.

In light of the agency's corrective action, CHS has not shown that Deloitte had any non-public, competitively useful information arising from its work on the UC Path task order that was not otherwise available to all competitors, so there is no basis for our Office to object to the agency's OCI conclusions relating to the UC Path task order based on any concern arising from Deloitte's alleged unequal access to information.

Biased Ground Rules

The record shows that the agency also investigated the question of whether, under any of the three contract actions, Deloitte had provided any information relating to development of the current requirement. Based on that investigation, the agency determined that Deloitte had not developed any requirements documents, specifications, or designs, nor had it participated in setting the objectives or establishing the design of the currently-solicited requirement. Exh. 30, Post-Corrective Action SSDD, at 3. CHS has not provided any evidence to contradict the agency's conclusion, and on this record we have no basis to object to the reasonableness of the agency's investigation. *Raytheon Technical Services Company, LLC*, *supra.*

Impaired Objectivity

Finally, the record shows that the agency reviewed task order 9002 to determine whether any of Deloitte's activities under that task order could give rise to an impaired objectivity concern. Under that task order, Deloitte helps to develop terms and conditions to be utilized in financial assistance agreements; these terms and conditions are to help ensure compliance with objective standards that are applied to grantees under the agency's financial assistance program network. However, the metrics developed under that task order are only designed to implement pre-existing standards (in other words, Deloitte does not set the standards); and in any event, these metrics are not applicable to evaluating the performance of the solicited requirement, but instead are applicable only to recipients of financial assistance provided by the agency to entities that sponsor unaccompanied children. AR, Exh. 30, Post-Corrective Action SSDD, at 3.

The record thus shows that the metrics or standards developed by Deloitte under task order 9002 are not applicable to an evaluation of performance under the solicited requirement but, rather, are only applicable to sponsor organizations that are recipients of the agency's financial assistance program. Accordingly, there is no basis for our Office to conclude that Deloitte may have an impaired objectivity issue in connection with performing the solicited requirement. We therefore deny this aspect of CHS's protest.

Source Selection Decision

As a final matter, CHS challenges the reasonableness of the agency's source selection decision. CHS's challenge in this respect is either derivative of its other allegations, or simply amounts to its disagreement with the agency's selection decision (for example,

CHS argues that the agency failed to give adequate weight to its price advantage, but as discussed above, that price advantage stemmed largely from CHS's drastic departure from the agency' suggested staffing for the requirement). For the reasons discussed at length above, we have no basis to object to the agency's source selection decision.

The protest is denied.

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General Counsel