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Decision

Matter of: Tri-Starr Management Services, Inc.

File: B-408827.2; B-408827.4

Date: January 15, 2015

Howard J. Stanislawski, Esq., Joel Singer, Esq., and Kyle J. Fiet, Esq., Sidley Austin LLP, for the protester.

Wayne A. Keup, Esq., Wayne A. Keup, PLLC, and Antonio R. Franco, Esq., Isaias Alba, IV, Esq., Kathryn V. Flood, Esq., PilieroMazza PLLC, for Genco Distribution Systems, Inc., an intervenor.

John W. Gannon II, Esq., and Paul Petraborg, Esq., Department of Veterans Affairs, for the agency.

Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Contracting officer reasonably interpreted awardee's General Services Administration (GSA) schedule contract as including solicitation's required services where contracting officer sought clarification from the awardee and obtained advice from GSA indicating that the services at issue were included within specific provisions of the awardee's schedule contract.
 2. Where awardee received a neutral past performance rating because its prior contracts were not sufficient in size and complexity to meet the solicitation's definition of relevant past performance, the contracting officer was not precluded from considering the awardee's experience and technical approach in assessing the risk associated with the awardee's ability to transition and perform the solicitation requirements.
 3. Agency's consideration of awardee's intent to use automation to perform the solicitation requirements did not constitute application of an unstated evaluation factor.
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DECISION

Tri-Starr Management Services, Inc. (TMSI), of Oak Brook, Illinois, protests the Department of Veterans Affairs' (VA) award of a task order to Genco Distribution

Services, Inc., of Pittsburgh, Pennsylvania, pursuant to request for quotation (RFQ) No. VA797M-13-Q-0114 to provide mail manifesting services associated with the shipment and delivery of prescription medications to veterans from the VA's Consolidated Mail Outpatient Pharmacy (CMOP) centers. TMSI asserts that Genco's schedule contract does not include all of the solicitation's required services; that the agency's past performance evaluation was flawed; and that the agency applied an unstated evaluation factor.

We deny the protest.

BACKGROUND

In May 2013, the RFQ was issued pursuant to the provisions of Federal Acquisition Regulation (FAR) subpart 8.4, seeking quotations from vendors holding General Services Administration (GSA) multiple award schedule (MAS) contracts, category 36,¹ to provide mail manifesting services² for seven CMOP facilities across the United States.³ Services to be provided include parcel pick-up from the CMOP facilities; application and pre-payment of postage/shipping charges; insertion of parcels into the U.S. Postal Service (USPS), or third party carrier, delivery stream;⁴ and quality control, tracking, reporting, and billing. RFQ at 5.

The solicitation contemplated award of a single fixed-price task order, for a 1-year base period and four 1-year option periods, to the vendor whose quotation was determined to be most advantageous to the government based on the following

¹ GSA's MAS program is also known as the federal supply schedule (FSS) program. See FAR § 8.402(a).

² The solicitation defined manifesting as "[a]pplication of shipping costs [for activities that occur] prior to insertion [of parcels] to the delivery stream." Agency Report (AR), exh. 3, RFQ, at 10.

³ The seven facilities are located at or near: Leavenworth, Kansas; Tucson, Arizona; Boston, Massachusetts; Dallas, Texas; Nashville, Tennessee; Chicago, Illinois; and Charleston, South Carolina. RFQ at 4. Currently, the VA distributes 80 million prescription parcels per year to veterans across the country. Id. This procurement consolidates the seven CMOP mail manifesting activities under a single contract.

⁴ The solicitation indicated that use of the USPS would be the primary shipping method, stating: "[t]he Contractor shall utilize all USPS products and services to provide mail manifesting services." RFQ at 8. With regard to non-USPS shipments/deliveries, the solicitation stated that "the Contractor shall use the VA Federal Strategic Sourcing Initiative (FSSI) to ship parcels," elaborating that "UPS [United Parcel Service] is the current incumbent for the Domestic Delivery Solution (DDS2) contract (BPA GS-33F-BQV08 against contract GS-23F-0282L). Id.

evaluation factors, listed in descending order of importance: technical excellence;⁵ past performance;⁶ socioeconomic status;⁷ and price.⁸ RFQ at 54-57. Vendors were required to submit their quotations in two separate volumes: a technical volume and a price volume. Id.

On November 26, 2013, quotations were submitted by three vendors, including TMSI and Genco.⁹ Thereafter, the vendors' technical quotations were evaluated by the agency's technical evaluation group (TEG) and price quotations were evaluated by the contracting officer/source selection authority (SSA).

⁵ With regard to technical excellence, vendors were advised that their abilities to perform the solicitation requirements would be evaluated against the following equally-weighted subfactors: management approach; mail manifesting service delivery approach; and web portal/customer service solution. RFQ at 58-59.

⁶ With regard to past performance, vendors were required to provide information regarding two prior contracts for mail manifesting services "of a similar nature and complexity to the PWS [performance work statement]" performed within the past three years. RFQ at 55.

⁷ With regard to socioeconomic status, vendors were required to "identify the size and socioeconomic status of [the] company" and "describe any subcontracting opportunities it will afford to SDVOSB [service-disabled veteran-owned small businesses], VOSB [veteran-owned small businesses], and/or SDBs [small disadvantaged businesses] in the performance of this task order." RFQ at 56.

⁸ With regard to price, the solicitation required vendors to submit rate quotations for various types of services on their GSA schedule contracts. More specifically, the solicitation contemplated mail manifesting prices for the following types of shipment/delivery services: (1) first class; (2) first class signature confirmation; (3) parcel select; (4) parcel select lightweight; (5) priority mail; (6) priority mail signature confirmation; and (7) UPS deliveries. AR, exh. 6, Price Schedule. The solicitation further required vendors to submit a "per package price and total price for each mail product, by weight or weight and zone," stating that "total price is calculated by multiplying the per package price by the estimated packages." RFQ at 56. Finally, the solicitation provided that, "[f]or evaluation purposes only, the Government will take the FY 12 actual workload and increase it by 1% for each performance period." Id.

⁹ TMSI has been the incumbent contractor for five of the seven facilities (Chicago, Leavenworth, Charleston, Nashville, and Tucson) since 2007. The third vendor's submission, and the agency's evaluation thereof, is not relevant to this protest and is not further discussed.

In evaluating quotations under the technical excellence factor, the TEG rated TMSI's quotation as above average,¹⁰ stating that TMSI's quotation "reflects a comprehensive understanding and knowledge of CMOP's mail manifesting technical requirements." AR, exh. 15, TEG Report, at 6. In evaluating Genco's quotation under the technical excellence factor, the TEG assigned a rating of meets/average,¹¹ noting that the quotation reflected [redacted] which provides [redacted], as well as "an automated solution which mitigates human errors," but also noted the quotation's "lack of an implementation timeframe for a functional web portal" and "lack of clarity regarding when and how a fully automated mail manifesting process would be implemented." Id. at 9.

In evaluating TMSI's quotation under the past performance factor, the agency assigned a rating of excellent,¹² noting that "TMSI is the incumbent contractor providing mail manifesting services for five of the seven CMOP facilities." Id. at 7. In evaluating Genco's quotation under the past performance factor, the agency assigned a rating of neutral,¹³ concluding that Genco's prior contracts were not sufficiently similar in size and complexity to qualify for evaluation under the past performance factor. Nonetheless, the TEG noted that Genco "is a significant company with a historical logistics background" and further noted that Genco's

¹⁰ Under the technical excellence factor, the agency assigned ratings of exceeds/exceptional, above average, meets/average, marginal, and does not meet/unacceptable. AR, exh. 13, TEG Consensus Workbook (Genco), at 4; AR, exh. 14, TEG Consensus Workbook (TMSI) at 4. A rating of above average was defined as: "The Contractor demonstrated a better than average capability to successfully perform the task order. The quote contains one or more benefits that enhance the quote while offsetting most potential risks. There is a high probability of successful task order performance with a low to moderate degree of risk." Id.

¹¹ A rating of meets/average was defined as: "The Contractor demonstrated the capability to successfully perform the task order. Overall, positive attributes generally outweigh any noted shortcomings and offset potential risks. There is a medium probability of successful task order performance with a moderate degree of risk." Id.

¹² Under the past performance factor, the agency assigned ratings of excellent, very good, good, fair, poor, and neutral. AR, exh. 13, TEG Consensus Workbook (Genco), at 23; AR, exh. 14, TEG Consensus Workbook (TMSI) at 24. A past performance rating of excellent was defined as: "Past performance information obtained demonstrates the contractor exceeded the customer's specified contract performance in a beneficial way and consistently exceeded the customer's requirements. No significant disadvantages or complaints were noted." Id.

¹³ A past performance rating of neutral was defined as: "The Contractor cannot demonstrate relevant past performance data." Id.

references “held Genco in very high regard, providing very positive comments.” Id. at 9-10.

In evaluating TMSI’s quotation under the socioeconomic factor, the TEG assigned a rating of poor.¹⁴ Id. at 8. The TEG explained that although TMSI “suggests that it is committing to subcontract to SDVOSB, VOSB, or SDB businesses,” the information provided within its quotation “does not demonstrate that same level of commitment,” noting that TMSI had not provided the names of proposed subcontractors and that TMSI “does not have a past performance history of meeting or exceeding its SDVOSB, VOSB, or SDB goals.” Id. In evaluating Genco’s quotation under the socioeconomic factor, the TEG assigned a rating of fair,¹⁵ noting that Genco had identified two subcontractors that were SDVOSBs. Id. at 11, 15.

In evaluating the price quotations, the contracting officer noted that vendors had submitted pricing for five calendar years -- 2014 through 2018. AR, exh. 21A, Acquisition Pricing Memorandum, at 1-3. However, due to delays in awarding the task order, only four of the five priced performance periods remained. Id. Thus, the contracting officer evaluated prices on both a 4-year and a 5-year basis. Id.

Following evaluation, the proposals were rated as follows:

	Technical Excellence	Past Performance	Socio-Economic Status	5-Year Prices	4-Year Prices
TMSI	Above Average	Excellent	Poor	\$891,829,864	\$717,709,149
Genco	Meets/Average	Neutral	Fair	\$807,731,788	\$649,418,983

AR, exh. 1, Contracting Officer’s Statement, at 14.

¹⁴ Under the socioeconomic factor, the agency assigned ratings of excellent, very good, good, fair, and poor. AR, exh. 13, TEG Consensus Workbook (Genco), at 39; AR, exh. 14, TEG Consensus Workbook (TMSI) at 47. A socioeconomic rating of poor was defined as: “The Contractor is not a SDVOSB, VOSB, or SBD nor has it committed to subcontract with any of these types of businesses in performance of the task order. If it is a large business that has previous contractual actions with VA that required submission of a subcontracting plan, its past performance in regards to its plan demonstrates that it has not met its SDVOSB, VOSB, or SDB goals. The Contractor does not participat[e] in the VA Mentor-protégé Program.” Id.

¹⁵ A rating of fair was defined as: “The Contractor is a large business that is not proposing to subcontract with any SDVOSB, VOSB, or SDB in the performance of the task order. However it has a past performance history of meeting or exceeding its SDVOSB, VOSB, or SDB goals in small business subcontracting plans or is currently participating in the VA Mentor-protégé Program.” Id.

On April 3, 2014, the TEG briefed the SSA and, based only on the TEG's evaluation of the technical quotations, recommended award to TMSI. AR, exh. 31, TEG Chair's Declaration at ¶ 13; AR, exh. 15, TEG Report, at 15.

Thereafter, the SSA provided the vendor's evaluated prices to the TEG, seeking the TEG's input as to whether the technical superiority of TMSI's quotation was worth its higher price. AR, exh. 31, TEG Chair's Declaration at ¶ 14; AR, exh. 30, Contracting Officer's Statement, at 3. According to the TEG Chair, the TEG was "stunned" by the difference between Genco's and TMSI's prices. AR, exh. 31, TEG Chair's Declaration, at ¶ 14. Thereafter, the TEG concluded that the benefits reflected in TMSI's quotation were not worth the price premium, and recommended award to Genco. AR, exh. 15, TEG Report, at 15-16.

In July 2014, the SSA selected Genco for award. In her source selection decision she summarized the TEG's findings, stating in part:

While TMSI is rated one level higher ("Above Average") in Technical Excellence than Genco ("Average"), its technical quote focused on using the same processes developed over its performance as an incumbent contractor. The approach appeared to be "if it isn't broken, don't fix it." Genco offered the use of a similar labor intensive process as TMSI initially, but offers the value added feature of ultimately pursuing the use of automation to streamline the mail manifesting services at a discounted price. While using automation to process mail is new to CMOP, it is a standard practice in the commercial marketplace, particularly within the mail manifesting services at a discounted price. Genco's proposed use of automation to manifest mail and the benefits of such automation to the government could be a significant benefit if it is successful.

AR, exh. 16, Source Selection Decision Memorandum, at 5.

The SSA then documented her own independent assessments, stating:

As the SSA, I reviewed the conclusions of the TEG and made an independent award decision using the trade-off methodology. Although TMSI was rated technically higher than Genco, the primary reason this was the case is that TMSI is the incumbent contractor at five (5) CMOP facilities. Although this experience is valuable, in my independent decision this does not warrant the premium in price of \$84M over the entire five year task order performance period (\$69M over four years). Genco has the technical capability to meet this requirement at a significantly lower price. I further recognize the risk of transition to a new contractor, but this would occur if awarded to

any contractor other than the incumbents. I do not feel that this should be a determining factor when considering the award decision. Further, I feel that Genco's experience and approach (although not previously at the scale of that required of the CMOP program) minimizes that risk and is sufficient to support a successful transition and satisfactory performance. This will be a significant transition moving away from a quality incumbent like TMSI, but the \$84M (over 5 years, \$69M over four years) additional premium that would have to be paid to TMSI cannot be justified. While non-price factors are more important than price in making this award decision, they do not justify a \$84M (over 5 years, \$69M over four years) price difference in the life of this task order. Therefore, after considering all these factors, I accept the recommendation of the TEG to award to Genco.

Id. at 7-8.

On September 29, TMSI was notified of Genco's selection for award. This protest followed.

DISCUSSION

TMSI protests that Genco's GSA schedule contract does not include all of the required services; that the agency's past performance evaluation was flawed; and that the agency applied an unstated evaluation factor.¹⁶

Genco's Schedule Contract

First, TMSI asserts that award to Genco was improper because Genco's GSA schedule contract "does not cover all of the services required by the solicitation." Protest, Oct. 8, 2014, at 2. As noted above, the solicitation required submission of mail manifesting prices for seven types of shipment/delivery services: (1) first class; (2) first class signature confirmation; (3) parcel select; (4) parcel select lightweight; (5) priority mail; (6) priority mail signature confirmation; and (7) UPS deliveries. AR, exh. 6, Price Schedule. TMSI asserts that Genco's GSA

¹⁶ Initially, TMSI also protested various aspects of the agency's price evaluation. Protest at 13-15. Following receipt and review of the agency report, TMSI withdrew that portion of its protest. TMSI Comments, Nov. 20, 2014, at 5. TMSI's various protest submissions also present arguments that are in addition to, or variations of, those discussed below, including assertions that the tradeoff decision relied too heavily on Genco's lower price; that TMSI was downgraded for its incumbency; and that the agency failed to properly document its source selection process. We have considered all of TMSI's assertions and find no basis to sustain its protest.

schedule contract does not include manifesting services for two of these services--parcel select and UPS deliveries. TMSI Comments, Nov. 20, 2014, at 8-15.

An agency may not use schedule contracting procedures to purchase items that are not listed on a vendor's GSA schedule. American Warehouse Sys., B-402292, Jan. 28, 2010, 2010 CPD ¶ 41 at 2; Symplicity Corp., B-291902, Apr. 29, 2003, 2003 CPD ¶ 89 at 4. When a concern arises that a vendor is offering services outside the scope of its schedule contract, the relevant inquiry is whether the services offered are actually included on the vendor's contract, as reasonably interpreted. American Sec. Programs, Inc., B-402069, B-402069.2, Jan. 15, 2010, 2010 CPD ¶ 2 at 3. In this regard, our Office will consider whether the function being sought under a particular solicitation is the same as the function covered under a vendor's schedule contract. Id. at 4; Tarheel Specialties, Inc., B-298197, B-298197.2, July 17, 2006, 2006 CPD ¶ 140 at 9.

The agency responds that, after review and consultation with GSA,¹⁷ the agency reasonably concluded that all of the required services were, in fact, included on Genco's GSA schedule contract. With regard to parcel select services,¹⁸ the contracting officer states that she was, initially, unable to determine whether Genco's GSA schedule contract included that service; accordingly, she sought clarification from Genco. AR, exh. 1, Contracting Officer's Statement, at ¶ 56; AR, exh. 19A, Question to Genco, at 1. Genco responded that its prices for the parcel select services were provided pursuant to its GSA schedule contract for priority mail services. AR, exh. 19B, Genco Response, at 1. Thereafter, the contracting officer conferred with the GSA adviser, seeking GSA's opinion as to whether the line item covering priority mail on Genco's GSA schedule contract properly included parcel select services. AR, exh. 19C, Emails Between Contracting Officer and GSA. The GSA representative advised the contracting officer that Genco "may consider Parcel Select and Priority Mail to be the same requirements." Id. Based on Genco's response and GSA's input, the contracting officer concluded that the RFQ's mail manifesting services for parcel select were included within Genco's GSA schedule contract for priority mail services.

¹⁷ A GSA contracting officer was assigned to VA as an adviser for this procurement and provided support in that capacity for 2.5 years. AR, exh. 34, Declaration of GSA Adviser, at 1. The GSA adviser's activities in this matter have included "scope review, RFQ/PWS comments and review, acquisition stream-lining input, and general guidance for utilizing FAR 8.4 versus Open Market procedures." Id.

¹⁸ The solicitation defined parcel select service as: "Product of the USPS weighing between 1-70 lbs." RFQ at 10. Of relevance to this protest, the solicitation similarly defined priority mail service as: "Product of the USPS to ship parcels that weigh between 1-70 lbs. and can be mailed by air/ground." Id.

With regard to UPS deliveries, TMSI does not dispute that the costs associated with the actual deliveries are not at issue. Rather, TMSI maintains that “while the actual UPS delivery services are available to the VA under the FSSI DDS2 contract . . . mail manifesting work is not.” TMSI Comments, Nov. 20, 2014, at 11. In short, TMSI asserts that the additional manifesting activities associated with UPS deliveries were not specifically listed on Genco’s GSA schedule contract and, therefore, award to Genco was improper. Id.

The agency responds that, in fact, Genco’s GSA schedule contract contains a provision stating: “An additional \$0.50 per package fee will apply to parcels that require extra processing costs (i.e. hand-keying of zip codes, weighing, or additional over-labeling.)” AR, exh. 33, Contracting Officer Declaration Responding to TMSI Comments, at ¶ 5. Further, the GSA adviser supporting this procurement has submitted a statement regarding this matter, noting that all vendors were required to “provid[e] support for the actual packaging/labeling requirements for the items to be picked up by [UPS] for delivery,” and stating that Genco’s schedule contract “has an identified line item for miscellaneous support priced at \$0.50 per package.” AR, exh. 34, Declaration of GSA Adviser, at 2. Accordingly, the GSA adviser concludes that “[f]rom GSA’s perspective this packaging/labeling [associated with UPS deliveries] would be within the scope of Genco’s and any other vendors’ Schedule 36 solutions.” Id.

Here, we reject TMSI’s assertion that it was unreasonable for the agency to interpret the scope of Genco’s GSA contract as including the RFQ’s required services. As discussed above, the VA reviewed Genco’s schedule contract, sought clarification from Genco regarding specific concerns, then requested and received input from the GSA adviser responsible for supporting this procurement. The GSA adviser indicated that manifesting for both UPS deliveries and parcel select services was within the scope of Genco’s GSA schedule contract. Further, we view the functions for which Genco provided pricing to be the same as, and/or reasonably subsumed within, the functions provided under Genco’s schedule contract. Accordingly, based on our review of the entire record, we do not question the reasonableness of the contracting officer’s determination. While TMSI continues to express disagreement with that determination, such disagreement does not provide a basis for sustaining the protest.

Past Performance Evaluation

Next, TMSI asserts that the agency’s evaluation of Genco’s past performance was flawed in that it credited Genco with performance of contracts that did not qualify for

evaluation under the past performance factor.¹⁹ TMSI asserts that none of Genco's prior contracts were sufficiently similar in size or complexity to be evaluated under the past performance factor, yet the agency still considered Genco's performance of those contracts in its source selection process. TMSI Comments On Agency Report, Nov. 20, 2014, at 1-5. More specifically, TMSI refers to the SSA's source selection decision memorandum, quoted above, in which the SSA referenced Genco's experience as part of the rationale for her source selection decision. AR, exh. 16, Source Selection Decision Memorandum, at 6. Accordingly, TMSI complains that the award to Genco was improper "[b]ecause the SSA credited Genco for past performance that was not relevant." *Id.* at 4. We disagree.

First, as noted above, the agency assigned Genco a neutral past performance rating. In this regard, TMSI's excellent past performance rating reflects the agency's clear recognition that TMSI's past performance was superior to Genco's. Further, the solicitation specifically provided that, in evaluating proposals under the most important evaluation factor, technical excellence, the agency would assess various aspects regarding a vendor's ability to perform the solicitation requirements. Among other things, section 1.6.13 of the performance work statement (PWS), titled "Transition Period," requires that the successful offeror "shall complete all transition efforts in accordance with their transition plan . . . includ[ing] . . . establishing processing facilities; hiring and training staff; submitting all required forms sufficiently in advance to ensure obtaining clearances for staff; and obtaining data and account information." AR, exh. 4B, RFQ amend. 7, at 2.

As noted above, in making her source selection decision, the SSA specifically referenced the risk associated with transitioning to a new contractor, stating: "I feel that Genco's experience and approach (although not previously at the scale of that required of the CMOP program) minimizes that risk and is sufficient to support a successful transition and satisfactory performance."

Our Office has repeatedly concluded that an agency's evaluation of risk associated with an offeror's proposal is appropriate, whether or not risk is specifically stated as an evaluation factor. That is, consideration of risk is inherent in an agency's evaluation of technical proposals. See, e.g., Avaya Government Solutions, Inc., B-410387, Dec. 15, 2014, 2014 CPD ¶ 372 at 5; TPMC-Energy Solutions Environmental Services 2009, LLC, B-408343.2 et al., Aug. 23, 2013, 2013 CPD ¶ 215 at 11; Government Acquisitions, Inc., B-401048 et al., May 4, 2009, 2009 CPD ¶ 137 at 6 n.14; Communications Int'l, Inc., B-246076, Feb. 18, 1992, 92-1 CPD ¶ 194 at 6.

¹⁹ As noted above, with regard to relevant past performance, the solicitation required vendors to provide information regarding two prior contracts for mail manifesting services "of a similar nature and complexity to the PWS." RFQ at 55.

Here, we view the SSA's consideration of Genco's past experience in performing activities that were not sufficiently similar in size and complexity to be evaluated under the past performance factor to constitute part of the SSA's risk assessment regarding Genco's ability to perform the PWS requirements, specifically including the transition requirements. As noted above, the SSA's consideration of Genco's experience was expressly tied to her concern regarding transition and performance risk and, as we have held, consideration of risk is always appropriate in a technical evaluation. On this record, we decline to sustain TMSI's protest based on its assertion that the SSA was precluded from giving any consideration to Genco's demonstrated capabilities under smaller, less complex contracts. TMSI's protest in this regard is denied.²⁰

Agency's Consideration of Automation

Finally, TMSI asserts that the agency "improperly based its award decision on Genco's offer to try automating the CMOP mail manifesting process." Supp. Protest, Nov. 17, 2014, at 5. TMSI elaborates that "nothing in the RFQ indicated that the Agency was interested in experimenting with automation" and complains that offerors were not advised that the agency "intended to evaluate offerors based on [an] innovative solution or [an] innovative approach." Id. at 6.

The agency responds that the PWS provided objective requirements that vendors were required to meet, but did not mandate, nor preclude, any particular approach. To the contrary, the solicitation specifically provided that a vendor's approach to meeting the PWS requirements would be considered and evaluated. RFQ at 58-59.

Where, as here, a solicitation indicates the relative weights of evaluation factors, the agency is not limited to determining whether a proposal is merely technically acceptable; rather, proposals may be evaluated to distinguish their relative quality by considering the degree to which they exceed the minimum requirements or will better satisfy the agency's needs. ViroMed Laboratories, Inc., B-310747.4, Jan. 22, 2009, 2009 CPD ¶ 32 at 4. With specific regard to the consideration of innovative or creative approaches, an agency may properly consider the extent to which such approaches may exceed the solicitation requirements or be otherwise beneficial to the government. Id.; NJVC, LLC, B-410035, B-410035.2, Oct. 15, 2014, 2014 CPD ¶ 307 at 10.

Here, as the agency points out, the solicitation provided objective requirements that vendors were required to meet, but neither specified nor precluded a particular approach. Further, vendors were advised that their various approaches to meeting

²⁰ Since consideration of Genco's prior experience was permissible in assessing risk, we similarly reject TMSI's assertion that consideration of Genco's experience constituted application of an unstated evaluation factor.

the solicitation requirements would be evaluated. Accordingly, to the extent the agency viewed Genco's automated approach as potentially beneficial, it did not apply an unstated evaluation criterion.²¹

The protest is denied.

Susan A. Poling
General Counsel

²¹ TMSI also asserts that the agency's consideration of automation in Genco's quotation was "arbitrary and irrational given the fact that Genco did not guarantee that automation would be successful." Supp. Protest at 7. TMSI's assertion is without merit. The record establishes that the agency recognized the risks associated with automation but, nonetheless, judged the approach to be potentially beneficial. TMSI's disagreement with the agency's judgment in this regard provides no basis for sustaining the protest.