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Decision

Matter of: VSE Corporation

File: B-408936.5

Date: August 25, 2014

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John E. Cornell, Esq., General Services Administration, for the agency.

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DIGEST

Protest of an agency's evaluation of the protester's experience is denied, where the agency reasonably found that the protester failed to provide sufficient relevant experience to satisfy the solicitation's requirements.

DECISION

VSE Corporation, of Alexandria, Virginia, protests the rejection of its proposal under request for proposal (RFP) No. GS00Q-13-DR-0001, issued by the General Services Administration (GSA) for the award of multiple contracts supporting the agency's One Acquisition Solution for Integrated Services (OASIS) program. VSE contends that GSA unreasonably evaluated its experience.

We deny the protest.

BACKGROUND

GSA's OASIS program will provide a government-wide procurement vehicle for ordering a broad range of professional services.¹ To accomplish this, GSA issued two, virtually identical solicitations (each of which was amended numerous times): the RFP here, which was issued on an unrestricted basis, and RFP No. GS00Q-13-DR-0002, which was set aside for small businesses. The unrestricted solicitation provided for the award of up to 240 indefinite-delivery, indefinite-quantity (IDIQ) contracts, under which any federal agency could issue fixed-price, cost-reimbursement, time-and-materials, or labor-hour task orders for any of six "core disciplines" of professional services: program management, management consulting, logistics, engineering, scientific, and financial services.² Agency Report (AR) at 1-2; RFP at 10, 130. The RFP spans 28 North American Industry Classification System (NAICS) codes, 6 NAICS code exceptions, and numerous Product Service Codes, and is grouped by business size standard into seven contract "pools."³ RFP at 10, 85-86, 100-03.

The RFP stated that awards would be made to the highest technically-rated offerors with fair and reasonable prices, considering the following five factors: responsibility; relevant experience; past performance; systems, certifications, and clearances; and price. See id. at 130. Offerors were informed that GSA would award 40 contracts each for pools 1, 2, 3, 4, and 6; and award 20 contracts each for pools 5A and 5B. Id. at 86, 130. Offerors were allowed to compete under more than one pool, but were instructed to submit a single proposal. Id. at 98.

Extensive and highly detailed instructions were provided for preparing proposals and submitting necessary documentation. The RFP stated--repeatedly, and emphatically--that submissions had to be clear and that the agency would strictly enforce all proposal submission requirements. See id. at 130.

As pertinent here, offerors were required in their proposals to identify five completed or current relevant experience projects meeting specified annual project values,

¹ See www.gsa.gov/oasis. GSA's OASIS procurement is distinct from the procurement of the Department of Homeland Security, Transportation Security Administration, for Operational Applications Support and Information Services (also referred to as "OASIS").

² Our citations are to the conformed version of the unrestricted RFP.

³ NAICS codes classify businesses for statistical purposes and are used by the Small Business Administration to establish business size standards; Product Service Codes codes describe the product or service purchased. See www.acquisition.gov.

which would be scored under the RFP's screening and evaluation process (discussed below) in accordance with a point scoring table provided by the RFP. See id. at 113-14, 130-31, 142-44. Relevant experience primary project was defined as follows:⁴

a single contract; or, a single task order placed under a master Single Award or Multiple Award [IDIQ] task order contract [under Federal Acquisition Regulation] (FAR 16.501-1); or a single task order placed under a Federal Supply Schedule (FAR 8.405-2), or, a single task order placed under a master Single Award or Multiple Award Blanket Purchase Agreement (BPA) (FAR 8.405-3 or FAR 13.303).

Id. at 113. The RFP stated that one of the five primary relevant experience projects may, at the offeror's discretion, be a collection of task orders placed under a single-award IDIQ task order contract or under a single-award BPA, and that a "collection of task orders[] as a whole [would be] considered a **single** project." Id. at 103, 113 (emphasis in original). Offerors were required to identify, using a template included with the solicitation, the type of contract vehicle and its award number, as well as, for a collection of task orders, the award number for the overall IDIQ or BPA, and for each individual task order cited. Id. at 113; see attach. 7, Relevant Experience Template, at 208-14, 237-44. Also, offerors had to include a copy of the contract, task order, or official award form, highlighted (i.e., shaded) in relevant parts to, among other things, substantiate the core disciplines performed, performance in multiple locations, or performance outside the continental United States (OCONUS). RFP, attach. 7, Relevant Experience Template, at 211-14, 241-44. The RFP provided a proposal checklist in that regard for offerors to indicate whether their proposals included each mandatory and optional document, and to identify each document precisely. RFP at 103; attach. 4, Proposal Checklist.

The RFP provided a self-scoring worksheet for offerors to claim points as specified in the RFP's scoring table for various elements under the relevant experience, past performance, and systems, certifications, and clearances factors. See RFP at 103; attach. 5.A, Self-Scoring Worksheet. For example, for each relevant experience project, offerors could claim an increasing number of points for a project's dollar value, number of OASIS core disciplines performed, and performance in multiple or OCONUS locations, among other things. The RFP included a sample, completed self-scoring worksheet as an example for offerors to use in filling out their own worksheet. See RFP, attach. 5.B, Sample Self-Scoring Worksheet.

⁴ Although offerors were required to identify primary relevant experience projects, they were permitted to identify secondary relevant experience projects for additional evaluation points. See RFP at 113, 117-20. Secondary projects are not at issue in this protest.

The solicitation's exacting proposal requirements were matched by a similarly intricate, multi-phased evaluation, beginning with an initial screening process for verifying that an offeror provided the documents identified in its proposal checklist, and that those documents corresponded to the offeror's self-scoring worksheet. RFP at 130. Offerors were informed that "[a]ny discrepancies will be treated as clarifications."⁵ See id. Proposals that passed the initial screening would be preliminarily ranked according to offerors' self scores.⁶ See id. at 130. The top-ranked proposals (the top 40 or 20 depending on the pool) would then be the subject of a more detailed evaluation on a pass/fail acceptability basis under the non-price evaluation factors. Id. at 131. The documentation for those proposals that passed the acceptability review would be further evaluated; any unsubstantiated points claimed by an offeror (under the relevant experience; past performance; and systems, certifications, and clearances evaluation factors) would be deducted; and proposals would be re-ranked according to their new evaluated scores. See id. at 131-41; AR at 4. Finally, proposals that remained in the top 40 (or 20 for pools 5A or 5B) ranking would be evaluated for price reasonableness. See id. at 131, 145. The RFP stated that this evaluation cycle would continue until the top 40 (or 20) offerors in each pool with a fair and reasonable price were identified. Id. at 131.

Evaluation

GSA received a total of 137 proposals under the RFP. For the pools under which VSE competed--i.e., pools 1, 3, and 4--GSA received 127 proposals, 70 proposals, and 73 proposals, respectively. AR, Tab 8, Source Selection Decision, at 1. VSE's proposal identified five projects to establish the firm's relevant experience. AR at 13. Two of VSE's projects, pertinent here, were separate IDIQ contracts with the Department of the Navy for follow-on technical support (FOTS) and ship transfer services in support of U.S. ships bought, leased, or transferred through the foreign military sales program, and included multiple orders issued under each contract.⁷

⁵ The RFP informed offerors that GSA intended to make awards without conducting discussions. RFP at 130, 145.

⁶ According to GSA, this approach allocated to offerors the burden of accurately claiming the proper number of points and submitting the proper documentation, and allocated to the agency the burden of validating those claims. Contracting Officer's Statement at 2. The agency also states that the over-arching goal of the entire evaluation process was to reduce subjectivity as much as possible. Id.

⁷ The two contracts are identified in VSE's relevant experience proposal as project nos. 2 and 4, respectively; VSE's relevant experience projects nos. 1, 3, and 5 are not relevant here. See AR, VSE Proposal, Relevant Experience Primary Project Template, at 8-14 (project no. 2), 20-26 (project no. 4); see AR, Tab 5-1, VSE

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For the first project, VSE provided a copy of its current FOTS contract and five “delivery orders” (Nos. 0006, 0023, 0019, 0040, and 0055) issued under that contract, which were highlighted in relevant part to substantiate VSE’s performance of various OASIS core disciplines and performance of services in OCONUS locations.⁸ AR, Tab 5-1, VSE Relevant Experience Project No. 2, at 1, 50-56, 181, 184, 195, 199, 209, 217, 234, 239, 259, 264. For the second project, VSE provided a copy of its earlier, expired FOTS contract and five “delivery orders” (Nos. 0139, 0193, 0203, 0233, and 0237) issued under that contract, which were also highlighted in relevant part to substantiate VSE’s performance of various OASIS core disciplines and performance of services in OCONUS locations. AR, Tab 5-2, VSE Relevant Experience Project No. 4, at 1, 41-48, 123, 126, 132, 135, 139, 141, 147, 151, 162, 166.

GSA’s contracting officer decided that VSE had submitted two collections of task orders under separate single-award IDIQ contracts, but that only one of the projects could be considered because the RFP only permitted offerors to submit one collection of task orders as a relevant experience project. AR, Tab 5-3, VSE Evaluation, at 21; Protest, exh. 1, VSE Debriefing, at 1. VSE’s proposal was rejected during the initial screening because the firm had not identified five relevant experience projects as required by the solicitation. Protest, exh. 1, VSE Debriefing, at 1.

This protest followed.⁹

DISCUSSION

VSE argues that GSA mistakenly determined that the two Navy FOTS projects identified by VSE were collections of task orders. Protest at 4. The protester contends that each project is a “stand-alone,” single-award contract that provides for “case assignments” (issued as delivery orders) for foreign military sales; VSE

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Relevant Experience Project No. 2, at 49; Tab 5-2, VSE Relevant Experience Project No. 4, at 41.

⁸ Although these orders are identified in the record as “delivery orders,” the orders are for various services. See infra n.11 (discussing FOTS services). Generally, orders for services are called task orders. See FAR § 2.101.

⁹ Our Office has issued a number of decisions resolving protests of the OASIS small business awards. See ADNET Sys., Inc., et al., B 408685.3 et al., June 9, 2014, 2014 CPD ¶ 173; Planned Sys. Int’l, Inc.; Tech. Prof’l Servs., Inc., B-408685.7, B-408685.11, June 13, 2014, 2014 CPD ¶ 176 at 2-4; Nexagen Networks, Inc.; LinTech Global, Inc., B-408685.15, B-408685.17, July 28, 2014, 2014 CPD ¶ 223.

argues that the RFP did not address or otherwise restrict the submission of delivery orders. See id. at 3-5; VSE Comments at 4-6.

GSA contends that each Navy FOTS project identified by VSE is not a single contract; rather, because each project identifies an IDIQ contract, as well as multiple task orders issued under the contract, each project is considered a collection of task orders under the terms of the RFP. See AR at 14. The agency points out in this regard that VSE could not have properly claimed many of the points that it claimed for each project, including for the volume of services actually provided, without also counting the underlying orders.¹⁰ Id. at 13. GSA also states that, although the orders under the FOTS contracts were termed delivery orders by the Navy, the FOTS contracts and the orders issued under them to VSE provide for the performance of services such as ship repair, engineering, and warehousing. GSA notes that, as defined by the FAR, orders for services under an IDIQ contract are placed through the issuance of a task order, while supplies are ordered through the issuance of a delivery order. Id. at 13-14; see FAR § 2.101 (delivery order and task order defined).

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP evaluation criteria. Abt Assocs. Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See, e.g., International Med. Corps, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 7.

We agree with GSA that the two Navy FOTS contracts identified by VSE for its relevant experience are not "single contracts" as that term is used in the solicitation. Both contracts are IDIQ contracts that provided for the issuance of orders for services. In this regard, the contracts include the standard FAR clause set forth at section 52.216-22, Indefinite Quantity, which states, in relevant part, that the contract is an indefinite-quantity contract for supplies or services and that delivery or performance shall be made only as authorized by orders issued in accordance with the contract's ordering clause. AR, Tab 5-1, VSE Relevant Experience Project No. 2, at 91; Tab 5-2, VSE Relevant Experience Project No. 4, at 77. Additionally, both contracts include the standard FAR clause set forth at section 52.216-18,

¹⁰ In other words, identifying the IDIQ contract alone (that is, as a "single-award" contract) would not have allowed VSE to claim as many points as it did. (That VSE identified its current and expired FOTS contracts as separate relevant experience projects is not at issue; at issue is VSE's submission, simultaneously, of both the contract and orders issued under each project.)

Ordering, which states that any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders. AR, Tab 5-1, VSE Relevant Experience Project No. 2, at 90; Tab 5-2, VSE Relevant Experience Project No. 4, at 76.

Moreover, the record shows that VSE relied upon multiple orders issued under each of the FOTS contracts to substantiate the various points claimed by VSE for its relevant experience. For example, as discussed above, VSE's proposal highlighted each order in relevant part to substantiate the firm's performance of work at locations OCONUS. AR, Tab 5-1, VSE Relevant Experience Project No. 2, at 184, 199, 217, 239, 264; Tab 5-2, VSE Relevant Experience Project No. 4, at 126, 135, 141, 151, 166. We also agree with GSA that, notwithstanding that the orders submitted by VSE are entitled "delivery orders," all of these orders were for services, and not supplies.¹¹ In other words, these orders are more properly considered task orders, and not delivery orders.

To the extent that VSE did not understand the RFP's instructions for submitting relevant experience projects, or now believes that GSA should have permitted offerors to submit more than one collection of delivery orders in that regard, the protester had ample opportunity to question and/or protest the solicitation, and VSE's disagreement with its terms at this point is untimely.¹² 4 C.F.R. § 21.2(a)(1)

¹¹ See AR, Tab 5-1, VSE Relevant Experience Project No. 2, at 184-87 (industrial support and management services; continental United States (CONUS) support), 199 (engineering services, clearance and CONUS support), 217-23 (program management, personnel, logistical, engineering, technical, and CONUS support), 239-46 (program management, technical liaison, and consultant service; personnel, logistics, engineering field service and technical, information technology program, training, shipyard infrastructure, naval aviation, CONUS, and long-range program planning support), 263-64 (engineering field service, in-country and CONUS support; technical liaison; scope, schedule, and budget tracking and control); Tab 5-2, VSE Relevant Experience Project No. 4, at 126 (engineering field services; technical assistance and training; technical and training guidance; in-country and CONUS support), 134-35 (task execution; installation, integration, and testing support), 141-43 (engineering support services), 150-52 (program management and engineering/technical, and logistic support services; equipment procurement; technical assistance; in-country and CONUS support), 165-66 (engineering field services; in-country and CONUS support); see also Booz Allen Hamilton, Inc., B-405993, B-405993.2, Jan. 19, 2012, 2012 CPD ¶ 30 at 2, 4, 6 n.7 (protest of the award to VSE of its current Navy FOTS contract).

¹² We note that the protester, in its comments on the agency report, suggests for the first time that "there is confusion about the language and scope" of the RFP's
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(2014). The RFP specifically instructed offerors to read the entire solicitation, including all attachments, prior to submitting questions and preparing their offer, and the solicitation was amended 10 times, largely to answer hundreds of questions from offerors concerning the proposal instructions. See RFP at 87, 254-363. Moreover, GSA states that it issued two draft solicitations, about which it answered over 2,000 questions. See Contracting Officer's Statement at 1.

In any event, even were we to accept VSE's assertion that it could not reasonably have known that the RFP did not permit offerors to identify more than one collection of "delivery orders" under a single IDIQ contract to establish its relevant experience, VSE has not shown any reasonable possibility of prejudice. VSE has not shown or argued that it would have identified other relevant experience had it been aware of how the agency understood the RFP's relevant experience requirements with regard to collections of "delivery orders." Competitive prejudice is an essential element of every viable protest. See, e.g., Geo-Seis Helicopters, Inc., B-294543, Nov. 22, 2004, 2004 CPD ¶ 237 at 4 (protester not competitively prejudiced where record does not suggest, and protester has not argued, that it would have submitted different proposal that would have had a reasonable possibility of award if protester was aware that agency would waive solicitation requirement).

In sum, because the RFP limited the number of collections of task orders that offerors could submit as relevant experience projects, we find that GSA reasonably determined that VSE failed to identify five projects in its proposals, as required by the solicitation, and the protester's disagreement with the agency's judgment in that regard does not establish that the agency acted unreasonably. See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

The protest is denied.

Susan A. Poling
General Counsel

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instructions and delivery orders and that "VSE did not recognize the ambiguity that is now apparent[.]" See VSE Comments at 7.