



United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Colette, Inc.--Request for Reconsideration

File: B-407561.2

Date: January 3, 2013

Christopher R. Shiplett, Esq., Randolph Law, PLLC, for the protester.
Michael Kraycinovich, Esq., Department of the Army, for the agency.
Louis A. Chiarella, Esq., and David A. Ashen, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

GAO generally does not have jurisdiction under 10 U.S.C. § 2304c(e) to review protests of orders under issued task or delivery order contracts where the order is valued at less than \$10 million unless the protester can show that the order increases the scope, period, or maximum value of the contract against which the order was issued; a protester's challenge to the agency's task order evaluation procedures does not implicate the scope of the underlying task or delivery order contract.

DECISION

Colette, Inc., of Alexandria, Virginia, requests reconsideration of our October 25, 2012, decision dismissing for lack of jurisdiction its protest regarding the Department of the Army's issuance of a task order to The McConnell Group, Inc., of Rockville, Maryland, under task order request for proposals (RFP) No. 03-30, for services supporting the Graduate Medical Education simulation scenarios at Navy medicine training sites.

We dismiss the request for reconsideration.

The RFP was issued on August 31 pursuant to a multiple award, indefinite-delivery, indefinite-quantity (ID/IQ) contract known as Omnibus III. Collette and McConnell are Omnibus III-contract holders eligible to compete, and both submitted proposals by the September 14 closing date. After completing its evaluation of offerors' proposals, the Army issued a task order to McConnell on September 25 in the amount of \$1,139,775.

Colette filed a protest with our Office on October 5 challenging the Army's issuance of the task order to McConnell based on numerous alleged errors in the evaluation and selection process. On October 25, we dismissed the protest for lack of jurisdiction. Colette, Inc., B-407561, Oct. 25, 2012. We stated that our Office generally does not have jurisdiction to review protests of task orders valued at less than \$10 million unless the protester can show that the order increases the scope, period, or maximum value of the contract against which the order was issued. Id. at 1, citing 10 U.S.C. § 2304c(e) (2006); e-Management Consultants, Inc.; Centech Group, Inc., B-400585.2, B-400585.3, Feb. 3, 2009, 2009 CPD ¶ 39 at 6. We found that although Colette alleged that the task order issued to McConnell went beyond the scope of the underlying ID/IQ contract, Colette's arguments actually focused on the manner in which the Army had conducted the task order competition.¹ Id. at 1. As there was no dispute that the value of the task order at issue was less than \$10 million, we lacked jurisdiction to review the matter. Id. at 1-2. Colette then filed this request for reconsideration.

The protester now repeats arguments it made previously in response to the agency's dismissal request below and expresses disagreement with our decision. Under our Bid Protest Regulations, to obtain reconsideration the requesting party must set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a) (2012). The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet this standard. Veda, Inc.--Recon., B-278516.3, B-278516.4, July 8, 1998, 98-2 CPD ¶ 12 at 4.

Moreover, the protester's reconsideration request demonstrates a fundamental misunderstanding of what is meant by "exceeding the scope" of the underlying ID/IQ contract. Colette asserts that its protest is permissible because the underlying Omnibus III contracts require the Army to evaluate task order proposals in accordance with the requirements and criteria set forth in the task order solicitation. The thrust of Colette's allegation is that a flawed evaluation results in a task order that goes beyond the scope of the underlying contract. We disagree.

In entertaining protests related to the issuance of task orders, we have consistently understood "scope" to refer to the scope of work authorized in the underlying contract. See, e.g., California Indus. Facilities Res., Inc., d/b/a CAMSS Shelters, B-403421 et al., Nov. 5, 2010, 2010 CPD ¶ 269 at 4; DynCorp Int'l LLC, B-402349, Mar. 15, 2010, 2010 CPD ¶ 59 at 6; Anteon Corp., B-293523, B-293523.2, Mar. 29, 2004, 2004 CPD ¶ 51 at 4; see also AT&T Commc'ns, Inc. v. Wiltel, Inc., 1 F.3d

¹ For example, Colette challenged the agency's evaluation of its proposal as unreasonable and inconsistent with the stated evaluation criteria. Colette, Inc., supra, at 1.

1201, 1204 (1993). Moreover, like the Court of Federal Claims' decision in Solute Consulting v. United States, 103 Fed. Cl. 783, 791-92 (2012), we find the protester's expansive definition of "scope" to be without support in the statutory text, legislative history, or case law, and would render the task order protest bar meaningless. Quite simply, Colette's attempt to recharacterize its task order evaluation challenges as "beyond the scope" of the underlying ID/IQ contract in order to avoid the jurisdictional bar to their consideration is without merit.

The request for reconsideration is dismissed.

Susan A. Poling
General Counsel