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**Comptroller General  
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**United States Government Accountability Office  
Washington, DC 20548**

**DOCUMENT FOR PUBLIC RELEASE**

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## Decision

**Matter of:** ADNET Systems, Inc.; North Star Group, LLC; OST, Inc.; Gauss Management Research & Engineering, Inc.; Enterprise Information Services, Inc.

**File:** B-408685.3; B-408685.4; B-408685.6; B-408685.8; B-408685.12

**Date:** June 9, 2014

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### DIGEST

1. Protest that an agency unreasonably found that the protesters failed to provide sufficient relevant experience projects and pool qualification projects is denied where the protesters did not satisfy the solicitation's explicit instructions for identifying relevant experience projects and pool qualification projects.
2. Protest that an agency unreasonably did not consider the protester's experience as a subcontractor is denied where the solicitation informed offerors that the agency would only consider experience performed by the offeror as a prime contractor.
3. Protest that an agency was required to obtain clarifications from the protesters with respect to errors in their proposals is denied, because an agency may, but is not required to, engage in clarifications; clarifications may not be used to cure proposal deficiencies, such as those presented by the protesters' proposals.
4. Protest that an agency treated the protesters disparately with respect to seeking clarifications is denied where the errors in the protesters' proposals could only be

corrected through discussions, and the agency did not conduct discussions; an agency may properly seek clarifications from one offeror and not another.

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## **DECISION**

ADNET Systems, Inc., of Bethesda, Maryland; North Star Group, LLC, of Washington, D.C.; OST, Inc., of Washington, D.C.; Gauss Management Research & Engineering, Inc., of South Ogden, Utah; and Enterprise Information Services, Inc., of Vienna, Virginia, protest the rejection of their proposals under request for proposals (RFP) No. GS00Q-13-DR-0002, issued by the General Services Administration (GSA) as a small business set-aside for the award of multiple contracts supporting the agency's One Acquisition Solution for Integrated Services (OASIS) program.

We deny the protests.

## **BACKGROUND**

GSA's OASIS program will provide a government-wide procurement vehicle for ordering a broad range of professional services.<sup>1</sup> To accomplish this, GSA issued two solicitations (each of which was amended numerous times): the RFP here, which was set aside for small businesses, and RFP No. GS00Q-13-DR-0001, which was issued on an unrestricted basis.<sup>2</sup> The two solicitations provide for the award of multiple (nearly 500) 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. Agency Report (AR) at 1; RFP at 10, 19-23. The RFP here spans 28 North American Industry Classification System (NAICS) codes, 6 NAICS code exceptions, and numerous Product Service Codes (PSC), and is grouped by business size standard into seven contract "pools," each having a "predominant" NAICS code.<sup>3</sup> RFP at 10, 86-87, 101-4.

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<sup>1</sup> See [www.gsa.gov/oasis](http://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").

<sup>2</sup> Our citations are to the conformed version of the small business RFP.

<sup>3</sup> NAICS codes classify businesses for statistical purposes and are used by the Small Business Administration to establish business size standards; PSC codes describe the product or service purchased. See [www.acquisition.gov](http://www.acquisition.gov).

The small-business 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 129-30. 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 87, 129. Offerors were allowed to compete under more than one pool, but were instructed to submit a single proposal. Id. at 99.

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.<sup>4</sup> See id. at 129.

Among other things, offerors were required in their proposals to identify a number of completed or current projects: two pool qualification projects, which would establish an offeror's eligibility to compete for a given pool, and at least three, but no more than five, relevant experience projects, 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 99-100, 113-14, 129-30, 141, 157, 178. Both qualification projects and relevant experience projects could be projects completed under a federal contract, or under a task order issued under specified IDIQ contracts or blanket purchase agreements (BPA). See id. at 113, 152. The same federal contracts or task orders could be cited as both pool qualification and relevant experience projects, but an offeror was required to comply with separate submission requirements. See id. at 100.

As pertinent here, pool qualification projects had to correspond directly to a NAICS code, NAICS code exception, or PSC code, for the applicable OASIS pool. Id. at 99. Offerors were required to provide in their proposals a copy of an official award document for each qualification project, and--of significance here--a Federal Procurement Data System (FPDS) report, if one existed, to validate the project's NAICS or PSC code.<sup>5</sup> Id. at 100. The RFP stated that, in the event of a conflict

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<sup>4</sup> Offerors were instructed to submit proposals in six separate volumes: a general volume that would identify, among other things, an offeror's pool qualification projects, and individual volumes corresponding to each evaluation factor. See RFP at 90-99. Offerors were required to submit proposals and all required documents in electronic format using a precise file naming convention to allow GSA to easily identify which document applied to which evaluation factor. See id.

<sup>5</sup> If no FPDS report was available, then the offeror was required to provide other verifiable evidence from an official government document that explicitly identified the NAICS or PSC code for that project. See RFP at 100.

between the NAICS or PSC code identified in the FPDS report and the code identified in the proposal documentation, the code in the FPDS report would control, unless the offeror submitted a statement from the project's contracting officer that identified the "erroneous" NAICS or PSC code, explained the discrepancy, and provided a revised code. See id.; see also infra n.10 (submitting FPDS reports for additional relevant experience points).

Offerors were also informed that relevant experience projects had to be performed as a prime contractor and could include a "collection of task orders."<sup>6</sup> See RFP at 113. The RFP stated that relevant federal experience had to be performed as a prime contractor, not as a subcontractor, and that any evaluation element for which an offeror was identified as a subcontractor would be rejected.<sup>7</sup> See id. at 98, 168. The RFP also stated that one (of the three to five) primary relevant experience projects<sup>8</sup> 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 104, 113 (emphasis in original). Offerors were required to identify, using a template included with the solicitation, the type of contract vehicle, its award number, and the prime contractor's name, 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 1-2, 24-26. 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 NAICS code and core disciplines performed. RFP, attach. 7, Relevant Experience Template, at 3, 26. 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 104; attach. 4, Proposal Checklist; see supra n.4 (documentation instructions).

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<sup>6</sup> The RFP stated that GSA would accept only task orders placed under a single or multiple award IDIQ contract pursuant to Federal Acquisition Regulation (FAR) § 16.501-1; under a Federal Supply Schedule contract pursuant to FAR § 8.405-2; or under a master single award or multiple award BPA pursuant to FAR § 8.405-3 or § 13.303. RFP at 113.

<sup>7</sup> Prime contractor was defined as the entity having privity of contract with the government for all contractual obligations in a mutually binding legal relationship. RFP at 108.

<sup>8</sup> 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, 118-19. Secondary projects are not at issue in these protests.

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, clearances factors.<sup>9</sup> See RFP at 104; 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 locations or outside the continental United States, among other things.<sup>10</sup> 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.

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 corresponded to the offeror's self-scoring worksheet.<sup>11</sup> Id. at 129. Offerors were informed that "[a]ny discrepancies will be treated as clarifications."<sup>12</sup> See id. Proposals that passed the initial screening would be preliminarily ranked according to offerors' self scores.<sup>13</sup> See id. at 129-30. The top-ranked proposals (the top 40 or 20 depending on the pool, see supra at 3 (awards per 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 130. 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

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<sup>9</sup> Pool qualification projects and responsibility would not be scored, but would be the subject of an "acceptability review" on a pass/fail basis. See RFP at 131-32, 157.

<sup>10</sup> Offerors were required to submit a FPDS report in their relevant experience proposals in order to claim additional points for projects that corresponded to multiple NAICS or PSC codes. RFP at 115-16, 178. Here, too, the RFP (including the relevant experience template) warned that if the NAICS code was reported incorrectly, the offeror was to provide a letter from the contracting officer in that regard. See id. at 115-16; see attach. 7, Relevant Experience Template, at 3, 27.

<sup>11</sup> The RFP stated that an offeror was only required to provide substantiating documentation for evaluation elements for which the offeror was claiming points. RFP at 177.

<sup>12</sup> The RFP informed offerors that GSA intended to make awards without conducting discussions. RFP at 129, 143.

<sup>13</sup> 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 (CO) 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.

systems, certifications, and clearances evaluation factors) would be deducted; and proposals would be re-ranked according to their new evaluated scores. See id. at 130-41; AR at 4; see, e.g., supra n.8 (additional points for secondary relevant experience). Finally, proposals that remained in the top 40 or 20 ranking would be evaluated for price reasonableness. See id. at 130, 143. 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.<sup>14</sup> Id. at 130.

## Evaluation

GSA received 330 proposals under the RFP, including, as pertinent here, 186 proposals for pool 1, 99 proposals for pool 3, 97 proposals for pool 4, and 49 proposals for pool 5B. AR, Tab 12, Source Selection Decision, at 1. ADNET's and North Star's proposals were rejected because they failed to provide at least three relevant experience projects. OST's and Enterprise's proposals were rejected because of discrepancies in their pool qualification projects. Gauss's proposal passed the agency's initial screening, but was not ultimately selected for award.

ADNET, which competed under pools 4 and 5B, identified five projects to establish its relevant experience. AR, Tab 3, ADNET Relevant Experience Proposal, at 1-41. The first three projects were separate "work activity projects" (WAP)<sup>15</sup> under ADNET'S second generation Space and Earth Science Data Analysis contract (SESDA 2, now expired) with the National Aeronautics and Space Administration (NASA). See id. at 4-22. The fourth project was its current (third generation) SESDA 3 contract with NASA. Id. at 22-33. The fifth project was a collection of WAPs under the SESDA 2 contract. Id. at 33-41. GSA's contracting officer decided that ADNET's WAPs were not task orders, and concluded that ADNET had submitted only two relevant experience projects, (namely, its SESDA 2 and SESDA 3 contracts), and not three as required by the RFP. See AR, Tab 5-1, ADNET Evaluation, at 2. ADNET'S proposal was rejected in the initial screening on this basis. Id.

North Star, which competed under pool 1, also identified five projects to establish its relevant experience. AR, Tab 4, North Star Relevant Experience Proposal, at 1-38. The first three projects were performed under one Federal Aviation Administration (FAA) contract; the other two projects were performed under a second FAA contract.

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<sup>14</sup> The RFP provided that offerors tied for the 40th or 20th position would each receive an award. RFP at 87, 130.

<sup>15</sup> ADNET and GSA describe WAPs as work activity "projects;" the SESDA 2 RFP, contract, and task orders identify them as work activity "plans." See AR at 6; Tab 3, ADNET Relevant Experience Proposal, at 42, 48; Tab 5-1, ADNET Evaluation, at 2; ADNET Comments, attach. 11, SESDA 2 Contract at 12; RFP at 12.

Id. For each project, North Star provided a standard form (SF) 30, Amendment of Solicitation/Modification of Contract, and one or more task orders. Id. at 41, 99, 152, 207, 232. The first project was the FAA's exercise of the contract's first option year; the second project was the exercise of the second option year and the issuance of a task order (No. 2001); the third project was the exercise of the third option year and issuance of four task orders (Nos. 3001, 3002, 3003, and 3004). Id. at 41, 99, 152. Of significance here, North Star's third project documentation included the four task orders, each of which highlighted services corresponding to applicable OASIS core disciplines. Id. at 163-86. The fourth project under the second FAA contract was task order No. 0001-03 amend. 2; and the fifth project was task order No. 0001-02 amend. 1. Id. at 207, 232. The contracting officer decided that North Star had incorrectly claimed contract modifications as task orders, and concluded that North Star had submitted only two relevant experience projects (namely, each FAA contract). See AR, Tab 4-1, North Star Evaluation, at 3. North Star's proposal was rejected in the initial screening because the firm had not identified at least three relevant experience projects.

OST, which competed under pool 3, identified two FAA task orders as pool qualification projects. Although OST provided task order documentation for these projects, it did not provide any FPDS reports. AR at 14-15; see Tab 5, OST Proposal, Pool Qualification. The contracting officer searched FPDS and found existing FPDS reports for the task orders and the overall BPA. The FPDS reports identified principal NAICS codes that did not correspond to pool 3 and differed from the codes identified in OST's award documents.<sup>16</sup> AR at 14-15; Supp. AR at 4-6. Because OST's proposal had not provided explanatory statements from the FAA contracting officers with respect to this discrepancy, OST's proposal was rejected. See AR, Tab 5-1, OST Evaluation, at 1-2.

Enterprise, which competed under pool 4, also identified two FAA task orders as pool qualification projects. Enterprise provided award documentation and FPDS reports for these projects. See AR, Tab 9, Enterprise Proposal, Pool Qualification, at 6-30. GSA rejected Enterprise's proposal, because the NAICS codes identified (which Enterprise's proposal specifically highlighted) in each project's FPDS report did not correspond to pool 4, and Enterprise failed to provide explanatory statements from the FAA contracting officers, as required by the RFP. See AR at 18-19; Tab 9, Enterprise Proposal, at 14-15, 28-29; Tab 9-1, Enterprise Evaluation, at 1-2.

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<sup>16</sup> The RFP identified NAICS code 541330 for pool 3. The FPDS report for OST's first qualification project identifies NAICS code 541712; the FPDS report for OST's second project identifies NAICS code 541519. AR, Tab 5-1, OST Evaluation, FPDS Reps., at 2-27. The FPDS report for the overall BPA for both projects identifies NAICS code 541712. Id. at 20-21; RFP at 102.

Gauss, which competed under pools 1 and 3, identified five projects to establish its relevant experience. See AR at 21; Tab 7, Gauss Relevant Experience Proposal, at 1-45. Gauss claimed that two of the projects were contracts issued by the Air National Guard and Air Force Reserve Command to Gauss as a prime contractor. Id. at 1-2, 23-25. However, Gauss's proposal included contracts for these two projects that explicitly identified SOSSEC, Inc.,<sup>17</sup> as the prime contractor and Gauss as the subcontractor. See id. at 16, 39. Gauss's proposal also included a letter from the ARDEC program manager (to verify the projects' PSC codes) stating that the work under those contracts was performed by SOSSEC as the prime contractor and by Gauss as a subcontractor (under ARDEC's "Other Transaction Authority," see 10 U.S.C. § 2371). See Gauss Comments, attach. 9, Oct. 28, 2013, ARDEC Letter. GSA did not accept these two projects, because Gauss was found not to be the prime contractor. Gauss's proposal, however, passed the initial screening (because it otherwise submitted two acceptable qualifying projects and three acceptable relevant experience projects) and was initially ranked among the top-40 proposals for pools 1 and 3. See AR at 21. In its further evaluation of Gauss's proposal, GSA deducted all the points claimed by Gauss for its fourth and fifth relevant experience projects because they identified Gauss as a subcontractor. The point deductions resulted in Gauss's proposal dropping out of the top-40 rated proposals in pools 1 and 3. Id.; Tab 8-1, Gauss Evaluation, at 19; Tab 13, Pool 1 Rankings; Tab 14, Pool 3 Rankings. As a result, Gauss did not receive an award.

These protests followed debriefings.<sup>18</sup>

## DISCUSSION

ADNET, North Star, OST, Enterprise, and Gauss protest the rejection of their proposals, challenging GSA's evaluation of their respective relevant experience or qualification projects. OST and Enterprise also argue that GSA was required to seek clarifications related to their pool qualification projects, and allege that the agency treated offerors disparately in that regard. We have considered all of the protesters' arguments, and although we only address the primary ones, we find that none provide a basis to sustain the protests.

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<sup>17</sup> SOSSEC, Inc., a Massachusetts corporation, is the Consortium for System of Systems Security, which was established at the request of the Department of the Army, Armament Research, Development and Engineering Center (ARDEC). SOSSEC consists of contractors, academic institutions, and non-profit entities. See [www.sossecconsortium.com](http://www.sossecconsortium.com).

<sup>18</sup> Our Office received two other protests of GSA's OASIS small business award decision that are not subject to a protective order. Those protests will be addressed in a separate non-protected decision.



## Protesters' Arguments

ADNET argues that GSA unreasonably considered the firm's NASA WAPs to be a single relevant experience project. ADNET Protest at 10-13. According to ADNET, the RFP permitted offerors to identify task orders both individually and collectively as relevant experience projects, and only restricted offerors from "double-counting" experience under both an overarching IDIQ contract and its task orders. ADNET 2<sup>nd</sup> Supp. Protest at 3-6; ADNET Comments & 3<sup>rd</sup> Supp. Protest at 10-11. In this respect, ADNET claims that its WAPs reflect experience performing distinct OASIS core disciplines. ADNET also disputes GSA's view that WAPs are not task orders. ADNET Protest at 10-12.

North Star argues that GSA unreasonably characterized its relevant experience projects as contract modifications, rather than task orders. North Star Comments at 5-8. North Star also contends that it did not intend to rely on a collection of task orders as its third relevant experience project and that the inclusion of additional task orders in that regard was a clerical error. North Star Supp. Comments at 10. In this respect, North Star maintains that the first task order identified under its third relevant experience project satisfies the OASIS core disciplines required.<sup>19</sup> See id. at 9-10.

OST argues that it was unreasonable for GSA to only evaluate the firm's FPDS reports that listed incorrect NAICS codes for OST's qualification projects, instead of evaluating the projects' scope of work (SOW) included with the firm's proposal. OST Protest at 16, 20, 22. OST argues that the projects' SOWs show that its projects correspond to the NAICS codes for pool 3.

Gauss argues that GSA unreasonably did not accept the firm's SOSSEC contracts as relevant experience projects. See Gauss Comments at 5. Gauss maintains that GSA's contracting officer simply accepted the term "subcontractor" as stated in the projects' contracts and summarily deducted evaluation points for those projects without actually evaluating the contracts. See id. Gauss contends that if the contracting officer had actually evaluated the contracts, he would have understood that the firm performed services directly for the government, and that, although

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<sup>19</sup> North Star was informed in its debriefing that its qualification projects were the basis for disqualifying its proposal. North Star Debriefing at 1. Consequently, North Star originally argued that it satisfied the RFP's requirement that offerors submit two qualification projects. North Star Protest at 7-8. GSA agrees that there were no problems with North Star's qualification project and states that the citation in its debriefing was inaccurate in that regard. AR at 9 n.4; see Tab 4-1, North Star Evaluation, at 3 (proposal unacceptable because North Star only identified two relevant experience projects).

Gauss was identified as a subcontractor, its performance was more akin to that of a section 8(a) contractor. See id. at 5, 9-10; see also Gauss Protest at 8.

Finally, Enterprise and OST contend that GSA was required to seek clarifications from offerors regarding NAICS code discrepancies, and allege that GSA evaluated their proposals disparately in that regard by seeking clarifications from some offerors, but not from Enterprise and OST. OST Comments at 22-23; Enterprise Protest at 8-9; OST Comments & 2<sup>nd</sup> Supp. Protest at 3-9; Enterprise Comments & Supp. Protest at 3-8.

#### Failure to Comply with Proposal Instructions

Common to all of the protesters is their proposals' failure, in our view, to comply with the RFP's exacting, but clearly stated, instructions and documentation requirements. None of the protesters have shown that GSA's evaluations were inconsistent with the terms of the solicitation in this respect.

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.

Here, with regard to ADNET's protest, the RFP unambiguously informed offerors that a "collection of task orders" included all task orders issued under that single-award IDIQ as a single project. See RFP at 168, 246, 257. Further, the RFP was amended, in part, to respond to the following questions from offerors regarding the exact scenario for which ADNET's proposal was rejected:

Question: [I]f a Single-Award IDIQ Task Order [contract] has 20 TOs [task orders], can an offeror submit TO [no.] 1 as one of the 5 relevant experience projects, and TOs [nos.] 2-4 (as a collection of Task Orders) as a separate project under the 5 relevant experience projects?

Response: No. If a single-award IDIQ contract is being used as a Relevant Experience [project], ALL task orders under that contract belong to that single Relevant Experience project.

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[Question: T]here does not appear to be any language in the RFP that prohibits this scenario. Can the Government confirm that the previous response still applies?

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Response: The response still applies. Either use the entire IDIQ or use the task orders individually.

Id. at 168, 246 (emphasis added).<sup>20</sup> GSA's response explicitly disallowed the precise combination of task orders as submitted by ADNET. For this reason, we cannot agree with ADNET that the RFP only restricted offerors from submitting a master contract (or BPA) and its task orders, concomitantly, as a single relevant experience project. See ADNET 2<sup>nd</sup> Supp Protest at 4-6. Moreover, ADNET's interpretation of the RFP renders superfluous, and ambiguous, the RFP's other detailed instructions and examples for scoring points for the magnitude and past performance ratings of task order projects when submitted individually versus collectively. See RFP at 114-15, 121-22, 139-41. In order for an interpretation to be reasonable, a solicitation must be read as a whole and in a manner that gives effect to all of its provisions. See Northrup Grumman Info. Tech., Inc., B-401198, B-401198.2, June 2, 2009, 2009 CPD ¶ 122 at 2.

Similarly, with regard to North Star's protest, even were we to assume that the firm's proposal identified task orders as relevant experience projects (and not contract modifications, as GSA's contracting officer noted), the firm's proposal did not otherwise comply with the RFP's explicit instructions for submitting collections of task orders. Contrary to the solicitation's instructions, North Star identified as relevant experience projects two individual task orders as projects 1 and 2, respectively, and a collection of four task orders as project 3--even though all six of these task orders were issued under the same FAA IDIQ contract. AR, Tab 4, North Star Relevant Experience Proposal, at 41, 99, 152-86. Additionally, the RFP, as amended in response to offerors' questions, expressly stated that successive single-year task orders issued under the same single-award IDIQ contract would be considered a collection of task orders, not individual relevant experience projects. See RFP at 258. In this respect, the record shows that North Star's first and second relevant experience projects were successive, one-year task orders for performance

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<sup>20</sup> The solicitation here was amended 11 times, in part to answer over 600 questions from offerors that largely concerned proposal instructions and documentation requirements. See generally RFP at 144-262. GSA also states that it issued two draft solicitations, about which it answered over 2,200 questions. See CO's Statement at 1; AR, Tab 11, Source Selection Plan, at 15.

of the same services under the same single-award IDIQ contract.<sup>21</sup> See AR, Tab 4, North Star Relevant Experience Proposal, at 3, 9, 66-74, 116-29 (performance periods and task descriptions).

Accordingly, because the RFP prohibited the submission of task orders in the manner, or combination, submitted by ADNET and North Star,<sup>22</sup> we find that GSA reasonably determined that both firms failed to identify at least three relevant experience projects in their proposals, as required by the solicitation, and the protesters' disagreement with the agency's judgment in that regard does not establish that the agency acted unreasonably.<sup>23</sup> See Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 10-11.

With regard to OST's protest, the RFP unambiguously informed offerors that proposals had to include an existing FPDS report to validate a pool qualification project's NAICS code. Moreover, with regard to both OST's and Enterprise's protests, the RFP cautioned that if the code identified in the report conflicted with the code in the offeror's award documents, the FPDS report would control, unless the proposal included a statement from the project's contracting officer resolving the conflict. See RFP at 100, 160-1, 181, 194, 202, 225, 231, 233, 254-55. Despite these explicit instructions, OST's proposal did not include available FPDS reports for its qualifications projects or letters from the projects' contracting officer explaining the reports' NAICS code discrepancies.<sup>24</sup> See AR, Tab 5, OST Proposal, Pool Qualification Projects. Enterprise, on the other hand, provided existing FPDS reports for its qualification projects, but these reports highlighted obvious NAICS

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<sup>21</sup> In its comments on the agency's report, North Star provided a letter from the FAA contracting officer explaining that task orders under that contract were usually issued, as here, at the beginning of an option year as part of the exercise of that option. North Star Comments, exhib. C, FAA CO's Mem.

<sup>22</sup> North Star concedes that if its six FAA task orders were considered a single relevant experience project, then its proposal would not be ranked among the top 40 for pool 1. North Star Supp. Comments at 14.

<sup>23</sup> For the record, we need not resolve whether ADNET's WAPs should have been viewed as task orders, see supra at 6 (CO's finding that WAPs are not task orders), because ADNET's SESDA 2 WAPs were evaluated to be a single relevant experience project. See AR, Tab 5-1, ADNET Evaluation, at 2.

<sup>24</sup> OST's protest submissions suffer from a similarly glaring omission--despite five rounds of pleadings, the protester entirely ignores and offers no explanation for its proposal's failure to include FPDS reports or letters from project contracting officers. See generally OST Protest; OST Supp. Protest; OST Comments & 2<sup>nd</sup> Supp. Protest; OST Supp. Comments; OST 2<sup>nd</sup> Supp. Comments.

code discrepancies between the reports and the firm's award documents.<sup>25</sup> AR, Tab 9, Enterprise Proposal, Pool Qualification, at 14-15, 28-29. While both OST and Enterprise now provide letters from their projects' contracting officers explaining the NAICS code errors in the FPDS reports, these letters were not provided in the protesters' proposals, as required by the RFP, and neither protester explains this omission, or otherwise shows how GSA's evaluation was inconsistent with the RFP's terms in that regard. OST Supp. Protest at 2, Exhib. 1, March 26, 2014, FAA Letter; Enterprise Protest at 7, Exhib. 1, FAA March 6, 2014, Letter.<sup>26</sup>

With regard to Gauss's protest, the RFP unambiguously informed offerors that relevant federal experience had to be obtained in the role of a prime contractor. The RFP defined a prime contractor as the entity having privity of contract with the government, and warned offerors that any project that identified the offeror as a subcontractor would be rejected. RFP at 98, 108, 113, 166. Despite this plain language, Gauss not only submitted contract documents for two relevant experience projects identifying Gauss as a subcontractor for those projects, but its proposal included letters from the projects' program manager also stating that Gauss had been a subcontractor. In this regard, the record shows that the SOSSEC consortium--and not Gauss--was the prime contractor for those projects.<sup>27</sup>

We find no merit to Gauss's apparent belief that GSA was required to second-guess the representation in Gauss's own proposal characterizing it as a subcontractor.<sup>28</sup>

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<sup>25</sup> The FPDS reports for each of Enterprise's qualifications projects identify NAICS code 541512. AR, Tab 9, Enterprise Proposal, Qualification Projects, at 15, 29. The RFP identifies NAICS codes 541710, 541711, and 541712 for pool 4. RFP at 102. We recognize that the NAICS code error in Enterprise's FPDS report resulted from FAA incorrectly inputting one digit. Enterprise, however, should have followed the RFP's instructions to point out (and explain) the error to GSA. See also infra n.32 (RFP warnings regarding proposal clarity and discrepancies).

<sup>26</sup> We note for the record that these letters date from March 2014; proposals here were due by October 30, 2013. See AR at 2.

<sup>27</sup> See AR, Tab 7, Gauss Relevant Experience Proposal, at 16, 39; Gauss Comments, attach. 9, Oct. 28, 2013, ARDEC Letter; SOSSEC-ARDEC Agreement, Sept. 7, 2012, at 1-4 (identifying SOSSEC as contractor; agreement between SOSSEC and United States government), 5 (identifying consortium members as subcontractors), 6 (agreement between government and SOSSEC), 15-16, 37 (identifying SOSSEC as agent), available at [www.sossecconsortium.com/pdf/W15QKN-12-9-1006.pdf](http://www.sossecconsortium.com/pdf/W15QKN-12-9-1006.pdf); see also supra n.17 (SOSSEC consortium).

<sup>28</sup> We also do not agree with Gauss that its work for SOSSEC is similar to section 8(a) contracts and that therefore this work should be viewed as having been performed by a prime contractor. Unlike Gauss' subcontract with SOSSEC (a non-governmental entity), a section 8(a) contractor is in privity of contract with the

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Agencies are under no obligation to infer information from a protester's proposal to determine the protester's intent; we find that GSA reasonably evaluated Gauss's relevant experience proposal and properly disregarded the firm's subcontractor experience consistent with the RFP.<sup>29</sup> See, e.g., The Louis Berger Group, Inc., B-407715 et al., Jan. 25, 2013, 2013 CPD ¶ 55 at 9; Leach Mgmt. Consulting Corp., B-292493.2, Oct. 3, 2003, 2003 CPD ¶ 175 at 5 (denying protest that protester's experience should have been apparent because it related to other activities identified in its proposal).

#### Clarifications

OST and Enterprise also argue that the NAICS code inconsistencies in their proposals with respect to the pool qualification projects are ambiguities that should have been apparent to GSA.<sup>30</sup> OST and Enterprise argue that the agency had an

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government. See FAR subpart 19.8; 13 C.F.R. § 124.508. We also find no merit to Gauss's argument that concepts of prime contractor and subcontractor are not applicable to projects performed for SOSSEC, where SOSSEC's agreement with ARDEC was pursuant to that agency's "other transaction" authority. See Gauss Comments at 4-5. In Gauss's view, SOSSEC is merely a procurement agent for the government. Id. at 5. The short answer is that SOSSEC is not a government entity, and thus Gauss's work for SOSSEC was as a subcontractor--and one without privity of contract with the government, as required by the RFP. See supra n.27 (SOSSEC-ARDEC Agreement).

<sup>29</sup> The RFP specifically instructed offerors to read the entire solicitation, including all attachments, prior to submitting questions and preparing their offer, and, as amended, addressed the restriction on subcontractor experience nearly a dozen times. See RFP at 88, 98, 108, 113, 149, 163, 166, 186, 204, 241 (no subcontract information may be provided for any proposal submission element; subcontractor relationships may not be used for relevant experience or past performance; all projects submitted are to be as a prime contractor; the government will not allow companies to submit past performance and relevant experience performed as a subcontractor; GSA is not considering subcontractor experience for OASIS awards; GSA would not allow any subcontracts to qualify as relevant experience projects) (emphasis in original). To the extent that Gauss did not understand those terms, or believed that GSA should have considered projects performed as a subcontractor to SOSSEC, Gauss had ample opportunity to question and/or protest the RFP, and its disagreement with the terms of the solicitation at this point is untimely. 4 C.F.R. § 21.2(a)(1) (2014); see supra n. 20 (2,800 questions answered regarding OASIS procurement).

<sup>30</sup> Unexplained by OST and Enterprise is why these ambiguities were not apparent to the protesters before they submitted their proposals, and why they were  
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obligation to conduct clarifications under FAR § 15.306(a) with respect to the NAICS code inconsistencies. See OST Comments at 22-23; OST 2<sup>nd</sup> Supp. Comments at 13; Enterprise Protest at 8-9; Enterprise Comments & Supp. Protest at 8.

FAR § 15.306 describes a spectrum of exchanges that may take place between a contracting agency and an offeror during negotiated procurements. Clarifications are limited exchanges between the agency and offerors that may occur when contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. FAR § 15.306(a); Satellite Servs., Inc., B-295866, B-295866.2, Apr. 20, 2005, 2005 CPD ¶ 84 at 2 n.2. Although agencies have broad discretion as to whether to seek clarifications from offerors, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal.<sup>31</sup> A. G. Cullen Constr., Inc., B-284049.2, Feb. 22, 2000, 2000 CPD ¶ 45 at 5-6.

We find no merit to OST's and Enterprise's contentions that GSA was required to seek clarifications from the protesters with respect to their NAICS code discrepancies. As noted above, an agency is permitted, but not required, to obtain clarifications from offerors. Moreover, requesting clarification from one offeror does not trigger a requirement that the agency seek clarification from other offerors. See Serco Inc., B-406061, B-406061.2, Feb. 1, 2012, 2012 CPD ¶ 61 at 13. Here, to become acceptable, OST's and Enterprise's proposals would have required submission of substantive documentation from the contracting officers for their respective qualification projects explaining the NAICS code errors, among other things.<sup>32</sup> Thus, although the protesters view these errors to be minor or clerical,

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not addressed in their proposals. 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 agencies are not required to infer information from an inadequately detailed proposal or information that the protester elected not to provide. See, e.g., Optimization Consulting, Inc., B-407377, B-407377.2, Dec. 28, 2012, 2013 CPD ¶ 16 at 9 n.17; International Med. Corps, supra.

<sup>31</sup> As we note above, the RFP informed offerors that GSA intended to make awards without conducting discussions. RFP at 129, 143.

<sup>32</sup> We note in this respect that the RFP stated that “[o]fferors are strongly cautioned that proposal submissions need to be clear. Any discrepancy may result in a decrease to an offeror's score or disqualification[.] Clarifications may be conducted for better understanding of proposal contents, but Offerors  
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correction of these discrepancies would have required the agency to conduct discussions. See FAR § 15.306(d) (discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal, or provides the offeror with an opportunity to revise or modify its proposal in some material respect); see also Environmental Quality Mgmt., Inc., B-402247.2, Mar. 9, 2010, 2010 CPD ¶ 75 at 5.

### Unequal Treatment

Enterprise and OST also complain that GSA treated the firms disparately with regard to clarifications. Specifically, the protesters identify a number of emails between GSA's contracting officer and six other offerors that, according to the protesters, seek clarifications from those offerors "about NAICS code issues" or "deficiencies." OST Comments & 2<sup>nd</sup> Supp. Protest at 4; Enterprise Comments & Supp. Protest at 3. It is a fundamental principle of federal procurement law that a contracting agency must treat all offerors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. See, e.g., Brican Inc., B-402602, June 17, 2010, 2010 CPD ¶ 141 at 4.

As an initial matter, the record does not support OST's assertion that all six offerors were "similarly situated" to OST, or that "GSA asked the six vendors the same type of information that OST seeks to [clarify.]" OST Supp. Comments at 10; OST 2<sup>nd</sup> Supp. Comments at 7. Rather, five of the communications are obviously distinguishable from OST's (as well as Enterprise's) situation.<sup>33</sup> The first clarification request involved an offeror (SMS) which certified that it was not a small business, even though it was applying for several pools under the OASIS small business solicitation. 2<sup>nd</sup> Supp. AR, Tab 5-4, Selected Clarifications, at 3-5. The second involved an offeror (SP Systems) which, among other things, identified IDIQ contracts and BPAs as pool qualifications projects, but left unclear whether the offeror had actually received any orders or performed work in that regard. Id. at 11-13. The third involved an offeror (Invertix) which redacted classified portions of its qualifications projects. Id. at 20-23. The fourth involved an offeror (ATA) which

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**will NOT be able to change their proposals based upon any clarifications.**" RFP at 211 (emphasis in original). The RFP added that clarification of contractual matters must be provided by the project's contracting officer in offerors' proposals. See id. at 180.

<sup>33</sup> Indeed, although Enterprise initially argued that the agency conducted unequal clarification with regard to all six offerors, Enterprise Comments & Supp. Protest at 3-6, it narrowed its argument, in response to GSA's second agency report, to the agency's communications with only two offerors (ATA and TMW), see Enterprise Supp. Comments at 4-7.



submitted a proposal under a NAICS code exception, and, as the RFP indicated, FPDS reports do not report NAICS code exceptions. See id. at 24; RFP at 100, 156, 202, 233. The fifth (Futron) involved a letter from a project's contracting officer that cited a predecessor contract number for the offeror's project. See 2<sup>nd</sup> Supp. AR at 3-4; Tab 5-4, Selected Clarifications, at 14-19.

Only one of the six offerors from which GSA allegedly sought unequal clarifications is similarly situated to OST. Like OST, the sixth offeror (TWM) did not submit FPDS reports or project contracting officer letters for its qualification projects, and the NAICS codes identified in the available FPDS reports conflicted with the award documents provided by TWM. 2<sup>nd</sup> Supp. AR at 2-3; Tab 5-4, Selected Clarifications, at 6-10. The agency asked TWM to "[p]lease clarify your interpretation of how this project serves as a pool qualifier" for the respective pools. 2<sup>nd</sup> Supp. AR, Tab 5-4, Selected Clarifications, at 6. OST and Enterprise assert that they should have been asked the same question by GSA, and that, had they been asked, they could have easily clarified their NAICS code discrepancies and placed in the top 40 ranking proposals. See OST Comments & 2<sup>nd</sup> Supp. Protest at 8; Enterprise Comments & Supp. Protest at 6-7.

However, as discussed above, to become acceptable, TWM, like OST and Enterprise, would have been required to submit substantive documentation from their projects' contracting officers explaining the NAICS code errors. Here, the record shows that GSA did not request that TWM provide project contracting officer letters (or any other missing, required documentation), nor did TWM submit any. See 2<sup>nd</sup> Supp. AR, Tab 5-4, Selected Clarifications, at 6-10. In this respect, the record supports the agency's contention that it only engaged in clarifications.<sup>34</sup> See Supp. AR at 5-7; 2<sup>nd</sup> Supp. AR at 9-10; CO's Supp. Statement at 5. In other words, although the protesters complain that they did not receive similar clarifications, the problems in their proposals, like those of TWM, would have required GSA to conduct discussions with those offerors.<sup>35</sup> Thus, despite OST's and Enterprise's objections, nothing in the agency's communications with TWM supports sustaining their protests on the basis of unequal treatment.<sup>36</sup> Indeed, as we note above, requesting clarification from one offeror does not trigger a requirement that the agency seek

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<sup>34</sup> In fact, the record shows that the agency explicitly warned some of the offerors not to send additional documents to be considered with their proposals or that the agency could not accept or consider any new documentation at this stage of the procurement. See 2<sup>nd</sup> Supp. AR, Tab 5-4, Selected Clarifications, at 15, 21, 24.

<sup>35</sup> Enterprise and OST dispute that their errors required the agency to conduct discussions, and assert that they only seek clarifications from GSA. OST Comments & 2<sup>nd</sup> Supp. Protest at 10-11; Enterprise Supp. Comments at 2.

<sup>36</sup> In fact, TWM's proposal, like OST's and Enterprise's proposals, was rejected. See 2<sup>nd</sup> Supp. AR at 2-3.

clarification from other offerors. See Serco Inc., supra; see, e.g., Mil-Mar Century Corp., B-407644 et al., Jan. 17, 2013, 2013 CPD ¶ 39 at 12-13 (although agency clarification sought additional information to facilitate understanding of awardee's proposal, protest that awardee was not provided opportunity to revise its proposal is denied), accord ST Net, Inc., v. United States, 112 Fed. Cl. 99, 111 (2013).

In sum, we find, as discussed above, that GSA reasonably evaluated the protesters' proposals consistent with the terms of the RFP, and the protesters' disagreements with the agency's judgments in that regard do not establish that the agency acted unreasonably or contrary to procurement laws or regulations.

The protests are denied.

Susan A. Poling  
General Counsel