



United States Government Accountability Office
Washington, DC 20548

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The decision issued on the date below was subject to a GAO Protective Order. The entire decision has now been approved for public release.

Decision

Matter of: Sevatec, Inc.

File: B-413155.11

Date: August 24, 2016

Cyrus E. Phillips, IV, Esq., Albo & Oblon LLP, for the protester.
Kristen M. Nowady, Esq., and Christopher Murphy, Esq., General Services Administration, for the agency.
Glenn G. Wolcott, Esq., April Y. Shields, and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where solicitation required offerors to provide evidence of past experience “within a verifiable contractual document,” the agency reasonably determined that protester’s submission of an unsigned contract modification document was insufficient to meet the solicitation requirements.

DECISION

Sevatec, Inc., of Fairfax, Virginia, protests its elimination from consideration under request for proposals (RFP) No. GS02Q15CRR0001 (frequently referred to as the Human Capital and Training Solutions (HCaTS) solicitation) issued by the General Services Administration (GSA) to provide training and development services across the federal government. Sevatec asserts that the elimination of its proposal was unreasonable and inconsistent with the terms of the solicitation.

We deny the protest.

BACKGROUND

On August 17, 2015, the agency published the solicitation at issue, seeking proposals for “customized training and development services, customized human capital strategy services, and customized organizational performance improvement services.” RFP at 21. The solicitation contemplated multiple awards of indefinite-delivery, indefinite-quantity (IDIQ) contracts under which task orders will subsequently be issued. The solicitation covered eight North American Industry Classification System (NAICS) codes, and was divided into two separate “Pools”

based on different small business size standards.¹ RFP at 98-99. Offerors were permitted to compete in either of the pools, and the agency established a target of 40 awards for each pool. Id. at 98, 152.

The solicitation provided for award on a best-value basis² and established various minimum requirements, including specific requirements for past experience. In this regard, the solicitation stated:

For an Offeror to be eligible for consideration under a given Pool, the Offeror shall have performed six Relevant Experience Projects [REP], with four of those Relevant Experience Projects under a NAICS Code that corresponds directly to a NAICS Code in the Pool being applied for. . . . Each Relevant Experience Project shall meet the minimum requirements as prescribed in Section L.5.2.2.^[3]

Id. at 127.

The solicitation further provided that an offeror's experience must be substantiated by "evidence within a verifiable contractual document," adding that an offeror "shall only receive credit . . . if the Government can validate the information," and listed "signed, certified and/or legally recognized documents" as examples of such "verifiable contractual documents." Id. at 131-32. Finally, the solicitation advised that an offeror "will not be allowed to resubmit or revise any document(s) related to the Relevant Experience Projects," and warned that failure to meet the experience requirements "may result in the proposal being rejected." Id. at 128, 152.

On or before the December 3, 2015 closing date, the agency received 115 proposals, including a proposal submitted by Sevetac. Contracting Officer's Statement at 2. Of relevance to this protest, Sevatec's proposal included a copy of a contract modification (Standard Form 30), that was unsigned by either Sevatec or any government agency, to substantiate its claimed experience. Protest at 4.

Thereafter, the agency concluded that, because the contract modification document was unsigned, it did not constitute sufficient "evidence within a verifiable contractual

¹ The size standard was \$11 million for Pool 1 and \$15 million for Pool 2. RFP at 98-99.

² The solicitation stated that awards would be made based on the proposals that were "Highest Technically Rated with Fair and Reasonable Prices (HTRFRP)." RFP at 151.

³ Among other things, RFP section L.5.2.2 established certain requirements regarding scope, size, and period of performance. Id. at 131-34.

document” to substantiate Sevatec’s claimed experience. Accordingly, Sevatec’s proposal was eliminated from consideration. This protest followed.

DISCUSSION

Sevatec asserts that, because the unsigned document “discloses [an acceptable] period of performance, dollar value, and project scope,” the agency was required to accept that document as substantiating Sevatec’s experience. Protest at 4. We disagree.

In reviewing protests challenging an agency’s evaluation, our Office does not reevaluate proposals; rather, we review the record to determine whether the evaluation was reasonable, consistent with the terms of the solicitation, and compliant with procurement statutes and regulations. See, e.g., Alutiq Tech. Servs. LLC, B-411464, B-411464.2, Aug. 4, 2015, 2015 CPD ¶ 268 at 4; Silverback7, Inc., B-408053.2, B-408053.3, Aug. 26, 2013, 2013 CPD ¶ 216 at 3. An offeror’s disagreement with an agency’s evaluation, without more, does not establish that the evaluation was unreasonable. Id. Offerors are responsible for submitting well-written proposals with adequately detailed information that allows for meaningful review by the procuring agency. See Hallmark Capital Grp., LLC, B-408661.3 et al., Mar. 31, 2014, 2014 CPD ¶ 115 at 9.

Here, Sevatec submitted an unsigned contract modification document to meet the solicitation requirements regarding experience. As argued by the agency, this document was “nothing more than a draft document with no legally binding effect on either party.” AR at 7. Further, without additional evidence that deliverables had been provided, the agency maintains that it could not verify, from the proposal submitted, that Sevatec’s assertions regarding its experience were valid.

As noted above, the solicitation specifically provided that an offeror’s claimed experience must be substantiated by “evidence within a verifiable contractual document,” adding that an offeror “shall only receive credit . . . if the Government can validate the information,” and listed “signed, certified and/or legally recognized documents” as examples of such “verifiable contractual documents.” Id. at 131-32. The solicitation further provided that revision or resubmission of documents would not be permitted, and warned that failure to meet the experience requirements “may result in the proposal being rejected.” Id. at 128, 131-32, 152. On this record, we find no basis to question the reasonableness of the agency’s determination that the

unsigned document submitted by Sevatec was insufficient to meet the solicitation's experience requirements.⁴

The protest is denied.

Susan A. Poling
General Counsel

⁴ Sevatec asserts that, although the solicitation specifically stated that signed contract documents constituted "verifiable contractual documents," but did not exclude unsigned documents from that definition, the agency was obligated to accept Sevatec's unsigned document. Protest at 4. We reject Sevatec's assertion. Sevatec further complains that the agency's responses to various offeror questions regarding the scope of "verifiable contractual documents" failed to resolve this matter to Sevatec's satisfaction. Protester's Comments at 12. To the extent Sevatec believed the terms of the solicitation regarding "verifiable contractual documents" remained ambiguous following offeror inquiries, Sevatec was required to protest that matter prior to submitting its proposal. 4 C.F.R. § 21.2(a)(1).