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Comptroller General  
of the United States

United States Government Accountability Office  
Washington, DC 20548

## Decision

**Matter of:** T. S. Marshall & Associates, Inc.

**File:** B-413854

**Date:** December 15, 2016

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T.S. Marshall, T.S. Marshall & Associates, Inc., for the protester.  
Beth Sturgess, Esq., Mark A. Allen, Esq., Eric Crane, Esq., and Joshua Kranzberg, Esq., Department of Homeland Security, for the agency.  
Robert T. Wu, Esq., and Scott H. Riback, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that agency unreasonably found the protester's quotation technically unacceptable is denied where the record shows that protester proposed items that were not included on its Federal Supply Schedule contract.

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### DECISION

T.S. Marshall & Associates, Inc., of Seattle, Washington, protests the issuance of a task order to Beacon Training Services, Inc., of Richardson, Texas, under request for quotations (RFQ) No. HSSCCG-16-Q-00145, issued by the Department of Homeland Security, United States Citizenship and Immigration Services (USCIS), for a series of workforce development seminars. T.S. Marshall argues that the agency improperly found its quotation technically unacceptable.

We deny the protest.

### BACKGROUND

The solicitation was issued as a small business set-aside on June 29, 2016, to holders of Federal Supply Schedule (FSS) contracts under Special Item Number 874-4, Training Services. RFQ at 1. Under the FSS contracts, vendors may offer commercially-available off-the-shelf training courses and/or professional services in support of the development of new courses or subject matter. Contracting Officer's Statement at 2; Agency Report (AR), exh. 7, Professional Service Schedule, at 35. The RFQ contemplated the award of a fixed-price task order for a series of seminars for USCIS employees. The required seminars to be provided are:

Business Writing & Grammar, Conflict Management, Critical Thinking & Problem Solving, Leadership for Non-Supervisors, and Managing Multiple Projects. RFQ Statement of Work (SOW), at 1-2. Award was to be made to the vendor offering the lowest-priced, technically-acceptable quotation. RFQ at 3. Technical acceptability was defined as meeting the SOW's requirements, adherence to the RFQ's delivery schedule, and acceptable or neutral past performance. RFQ at 4.

The agency found the protester's quotation technically unacceptable because it did not have the required courses on its FSS contract, or hourly rates for professional services that would be required to develop the courses. AR, exh. 11, Award Summary; Contracting Officer's Statement at 1. Specifically, the agency found that only one of the five required courses was included on T.S. Marshall's FSS contract, and also that the firm did not have hourly rates for curriculum development services. Contracting Officer's Statement at 2. Award was made to Beacon Point at a price of \$891,930 which was higher than the price quoted by T.S. Marshall.

## DISCUSSION

T.S. Marshall argues that the agency improperly evaluated its quotation as technically unacceptable. The firm contends that if the content of the courses on its schedule contract are considered, not just their titles, it does offer the required courses. Protest at 1. The firm also asserts that it has labor hour rates for a course developer included on its FSS contract. Id.

When an agency announces its intention to order from an existing FSS contract, all items quoted and ordered are required to be on the vendor's schedule contract as a precondition to its receiving the order. U.S. Investigations Services, Professional Services Division, Inc., B-410454.2, Jan 15, 2015, 2015 CPD ¶ 44 at 3.

Our review of the record, including T.S. Marshall's quotation, confirms the agency's conclusion that four of the five courses offered by the protester are not included on its schedule contract. Specifically, with the exception of the Leadership for Non-Supervisors course, T.S. Marshall's FSS contract does not include any of the other required courses. The record also shows that T.S. Marshall's FSS contract did not include any professional services labor hour rates for developing new courses or subject matter under SIN 874-4. Finally, although the protester argues that the underlying content being solicited by the agency is encompassed in the courses included on its FSS contract, a review of T.S. Marshall's FSS contract shows that it is for the provision of "off-the-shelf training packages" that do not include the courses solicited by the agency.

The protest is denied.

Susan A. Poling  
General Counsel