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Decision

Matter of: Plateau Software, Inc.

File: B-420579

Date: June 14, 2022

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DIGEST

Protest asserting that task order requirements are beyond the scope of the underlying indefinite-delivery, indefinite-quantity contract is denied where the protester has not shown that the principal purpose of the task order is inconsistent with the permitted scope of the underlying contract.

DECISION

Plateau Software, Inc., a small business of Fairfax, Virginia, challenges the terms of task order request for proposals (RFP) No. RFQ1531673, issued by the General Services Administration (GSA), Federal Acquisition Service, to provide analytical and technical support for the force safety and occupational health office of the Department of Defense (DOD). The protester argues that the RFP is primarily soliciting an information technology (IT) requirement that is beyond the scope of the underlying indefinite-delivery, indefinite-quantity (IDIQ) contract.

We deny the protest.

BACKGROUND

GSA issued the task order being challenged here under its “One Acquisition Solution for Integrated Services” (OASIS) governmentwide acquisition contract program. The agency designed the OASIS program “to address agencies’ need for a full range of service requirements that integrate multiple professional service disciplines and ancillary services/products with the flexibility for all contract types and pricing at the task

order level.” Agency Report (AR), Tab C.1, OASIS unrestricted Pool 1 Contract (OASIS Contract) at § B.1.¹ Under the OASIS program, GSA manages seven separate “pools” of governmentwide, multiple-award IDIQ task order contracts that “span 29 North American Industry Classification System (NAICS) Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services.” *Id.* This protest concerns the OASIS unrestricted pool 1 contract.

The OASIS contract describes its objective as providing agencies with “total integrated solutions for a multitude of professional service-based requirements on a global basis,” and states that these professional service requirements “may call for solutions that cross over multiple disciplines, include ancillary support, and require commercial and/or non-commercial items.” *Id.* at § C.1. The scope of the OASIS unrestricted pool 1 contract covers a wide range of professional disciplines, including program management, management consulting, scientific, engineering, logistics, and financial services, as well as ancillary support services and products. *Id.* at § C.2.2.

The OASIS contract identifies engineering services as one of its core professional disciplines and lists examples of services areas that are included under the engineering service discipline. *Id.* at § C.2.2.4. As relevant here, the lengthy list of engineering services specifically includes: data analytics; data management; risk management; system design; system integration; system effectiveness and analysis; operation and maintenance or direct support of an existing major system; technical documentation; and software development for non-IT requirements. *Id.*

Also as relevant here, the OASIS contract defines IT as “any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.” *Id.* at § C.3. The OASIS contract further provides the following limitation with respect to the procurement of IT under the contract:

IT is considered an ancillary support service or product on OASIS task orders and may be performed only when the service or product is integral and necessary to complete a total integrated solution under a professional service-based requirement within the scope of OASIS.

* * *

¹ All references to the OASIS contract here are to the OASIS unrestricted pool 1 contract at issue in this protest. The contract is identified as “unrestricted” because the competition to become a contract holder within the pool was open to all competitors--it was not limited to small businesses or firms that qualify under certain socio-economic programs such as the Small Business Administration’s 8(a) business development program.

Non-IT professional services are not considered ancillary support services. Non-IT professional services are considered to be within the primary scope of OASIS.

Id.

In addition, the OASIS contract defines “ancillary out-of-scope” support services as “services not within the scope of OASIS that are integral and necessary to complete a total integrated solution under a professional service-based requirement within the scope of OASIS.” *Id.* at § C.4. With respect to the procurement of such ancillary out-of-scope support services, the OASIS contract provides that the agency “shall not issue a task order” where “the predominant task order scope of work” is an ancillary out-of-scope support service. *Id.* at § C.5. This provision also notes that the “‘scope of work’ does not directly correlate to labor mix/breakdown,” but “instead refers to the principle purpose or objective of the work required under the task order.” *Id.*

On February 4, 2022, GSA issued the task order RFP to OASIS unrestricted pool 1 contract holders. AR, Tab E.4, RFP amend. 3 at 1.² As relevant here, Plateau is not an OASIS unrestricted pool 1 contract holder. Protest at 2 n.2.

The RFP sought proposals to provide occupational health, management, data analysis, and informational technology support services to the readiness safety systems force safety and occupational health office (FSOH) under the Office of the Under Secretary of Defense. AR, Tab E.2, RFP amend. 1, attach. 1, Performance Work Statement (PWS) at 1-3.³ Under the task order, the contractor would provide “all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items and non-personal services necessary to perform occupational health, management, data analytical and information technology services.” *Id.* at 1.

Before issuing the RFP, the agency conducted market research, which included issuing two requests for information (RFIs) and conducting scope reviews of the requirement that considered various potential contracting vehicles.⁴ Contracting Officer’s Statement (COS) at 11-14; see *generally*, AR, Tab D.1, Market Research Report. Plateau did not

² Citations to the RFP are to the final amended version of the RFP provided at Tab E.4 of the agency report. AR, Tab E.4, RFP amend 3.

³ Citations to the PWS are to the final amended version of the PWS provided at Tab E.2 of the agency report. AR, Tab E.2, RFP amend. 1, attach. 1, PWS.

⁴ The reviews led the agency to conclude that the requirements were not within the scope of the other contracting vehicles considered, including the GSA Multiple Award Schedule 70, the Alliant 2 governmentwide acquisition contract (GWAC), the 8(a) Stars II GWAC, and the VETS 2 GWAC. AR, Tab D.1, Market Research Report at 9-10. Only the OASIS contract was found to encompass the agency’s requirements. *Id.*

respond to the RFIs by their specified response due dates, but submitted a responsive capability statement through GSA's Office of Small and Disadvantaged Business Utilization (OSDBU). COS at 14; see AR, Tab D.6, Plateau Email to OSDBU. GSA assessed this capability statement as part of its overall market research.⁵

Prior to the closing time for submission of proposals, Plateau filed this protest with our Office.⁶

DISCUSSION

Plateau primarily alleges that the agency seeks services that are outside the scope of the OASIS pool 1 contract. The protester contends that the principal purpose of the procurement is for information technology (IT) services, which is outside the scope of the OASIS contract because that contract limits the procurement of IT services to ancillary services integral and necessary to meet other professional service requirements. Protest at 6-8; Comments at 4-13. Plateau also contends that the task order is outside the scope of the OASIS contract because the solicitation identifies two discrete objectives, which is prohibited by the OASIS contract. Protest at 8-9; Comments at 18-20. The protester argues that, because the requirements are outside the scope of the OASIS contract, they must be competed in accordance with the Competition in Contracting Act (CICA), 41 U.S.C. 253.⁷

⁵ In its review, the agency noted that Plateau "seems to have extensive experience in safety and occupational health IT experience within [DOD]," as well as subject matter expertise with the safety management center of excellence, but also noted that Plateau "seem[s] to primarily focus on IT aspects of safety and occupational health and no other areas of safety and occupational health." AR, Tab D.1, Market Research Report at 19.

⁶ This protest is within our Office's jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts where the protester asserts that the task order increases the scope, period, or maximum value of the contract under which the order is issued. 41 U.S.C. § 4106(f)(1)(A).

⁷ Plateau also raises various collateral arguments. Although we do not address every argument, we have considered them all and find that none provide a basis on which to sustain the protest. For example, the protester challenges the sufficiency of the agency's market research, arguing that sufficient market research would have shown that the requirements were outside the scope of the OASIS contracts. Protest at 9-10; Comments at 14-18. Other than restating its arguments, which, as discussed below, we find to be unsupported, the protester does not allege any factual or legal basis to question the sufficiency of the agency's market research. See *id.* Moreover, the record shows that the agency conducted thorough market research that included two rounds of RFIs and the consideration of several other governmentwide contracting vehicles. See *generally*, AR, Tab D.1, Market Research Report. The record shows that the agency decided to solicit the requirement using the OASIS unrestricted pool 1 contract after finding that a majority of responders to the RFIs recommended OASIS as the

The agency counters that the requirements here are not for IT services, but for integrated professional engineering services with ancillary IT components, which are fully within the scope of work contemplated by the OASIS contract. COS at 3-6; Memorandum of Law (MOL) at 5-10. The agency also argues that the solicitation's multiple objectives are properly encompassed by its single principal purpose to provide an integrated solution, which is not only permitted under the OASIS contract, but also entirely consistent with the design of the OASIS program. MOL at 11; COS at 7-11.

IT Services

Plateau, which does not hold an OASIS unrestricted pool 1 contract, contends that the principal purpose of this task order solicitation is for IT services, which it asserts is outside the permitted scope of the OASIS contract. Protest at 6-8; Comments at 4-8. Specifically, Plateau argues that the principal purpose of the services sought consists of IT operations and engineering support for DOD's Force Risk Reduction (FR2) system. Protest at 6-7. In support of this assertion, the protester contends that certain "data analytics" work, required throughout the PWS, involves experience and expertise with the FR2 infrastructure and, therefore, should be considered IT services. Protest at 6-8.

As noted above, the scope of the OASIS contract expressly prohibits the use of the OASIS contracting vehicle for issuing a task order with a scope of work that is predominantly for an ancillary out-of-scope support service, which includes certain out-of-scope IT services. AR, Tab C.1, OASIS Contract at §§ C.3, C.5. Ancillary out-of-scope support services, in turn, are defined as "services not within the scope of OASIS that are integral and necessary to complete a total integrated solution under a professional service-based requirement within the scope of OASIS." *Id.* at § C.4. The OASIS contract also notes that "scope of work" refers to "the princip[al] purpose or objective of the work required under the task order." *Id.* at § C.5.

contracting vehicle. Additionally, the agency found that the requirements fell outside the scope of all the contract vehicles considered except for the OASIS contract. *Id.* The record also shows that even Plateau appears to have thought that the requirements were suitable for solicitation under the OASIS contract, as its capability statement, submitted in response to an RFI, requested that the requirement be solicited to the holders of OASIS pool 1 for small business contracts. See AR, Tab D.6, Plateau Email to OSDBU. The scope of the requirements under the unrestricted pool 1 and the small business pool 1 are identical; the only difference is the range of eligible competitors for task orders, with task orders under the small business pool 1 being limited to small business concerns. See AR, Tab C.1, OASIS Contract at § H.15.2 ("The OASIS Program is a family of OASIS Pools and OASIS Small Business (SB) Pools with identical scopes. Each OASIS Pool is unrestricted, and each OASIS SB Pool is a 100% Small Business Set Aside contract."). On this record, we find the protester's challenge to the agency's market research to be without merit.

In response to the protester's arguments, the agency asserts that Plateau mischaracterizes the scope of the task order. The agency contends that the principal purpose of the task order is not IT services, but rather integrated analytical and technical services in support of the FSOH's readiness safety systems mission, which is entirely consistent with the broad range of professional services falling within the scope of the OASIS contract. COS at 3-4. While the required data analytics services necessarily involve the use of data collected from an IT infrastructure, such as the FR2 system, the agency argues that such services are properly encompassed within the scope of the professional engineering discipline under the OASIS contract. *Id.* The agency contends, therefore, that the data analytics work, as well as other IT-related analysis and engineering work required under the RFP, are squarely within the scope of professional services under the OASIS contract and do not fall under the category of ancillary out-of-scope IT services. We agree.

When a protester alleges that a solicitation would result in the issuance of a task order beyond the scope of the underlying multiple-award contract, we review the protest in essentially the same manner as those in which the protester argues that a modification is outside the scope of the contract. *Oracle America, Inc.*, B-420181, Nov. 30, 2021, 2021 CPD ¶ 378 at 4; *DynCorp Int'l LLC*, B-402349, Mar. 15, 2010, 2010 CPD ¶ 59 at 6. In determining whether a task or delivery order is outside the scope of the underlying contract, and thus subject to the requirement for full and open competition under CICA, our Office examines whether the order is materially different from the original contract, as reasonably interpreted. *American Systems Group*, B-415381, B-415381.2, Jan. 4, 2018, 2018 CPD ¶ 86 at 4.

Evidence of a material difference is found by reviewing the circumstances attending the original procurement, including any changes in the type of work, performance period, and costs between the contract as awarded and the task order solicitation, as well as whether the original umbrella solicitation effectively advised offerors of the potential for the type of orders issued. *Oracle America, Inc.*, *supra*; *Symetrics Indus., Inc.*, B-289606, Apr. 8, 2002, 2002 CPD ¶ 65 at 7. In other words, the inquiry is whether the order is one which potential offerors reasonably would have anticipated. *Id.*

Based on our review of the record, we find that the scope of the OASIS contract encompasses the services requested by the task order RFP. In this regard, the OASIS contract states that it is designed to cover a "full range of service requirements that integrate multiple professional service disciplines and ancillary services/products," including IT services/products. AR, Tab C.1, OASIS Contract at § B.1. For this reason, its broadly stated requirements intentionally "spans many areas of expertise and includes any and all components required to formulate a total solution to a professional services-based requirement." *Id.* at § C.2. The breadth of the OASIS contract's scope is apparent both in the enumerated professional disciplines, as well as the non-exclusive list of activities under each of the disciplines. For example, "data analytics" as a service is listed under the professional engineering discipline within the scope of the OASIS contract. *Id.* at § C.2.2.4. Notably, also listed under the

engineering discipline are: operation and maintenance or direct support of an existing major system; data management; risk management; and software development.

The task order RFP falls within this broad scope. As noted by the agency, as well as stated in detail in the PWS, the solicited effort is for broad-based support services for all of the agency's safety and occupational health and mishap reduction efforts. COS at 5; PWS at 1-3. Moreover, because data-informed decisions are critical to the mission of this effort, we agree with the agency that the RFP's requirement for data services and data analytics refers to the professional analysis and management of the data to inform the safety and occupational health program. See PWS at 1-3. These types of services fall within the scope of the OASIS contract. AR, Tab C.1, OASIS Contract at § C.2.2.4.

By way of background, the RFP summarizes its primary scope as follows:

FSOH requires a technically proficient contractor with the inherent staffing, subject matter expertise, and reach-back capabilities to support FSOH programs in the development, implementation, and provision of policies, guidance, oversight, and strategic communications to meet [safety and occupational health] mission objectives across the Department.

PWS at 5. It also identified two objectives under the general scope as follows:

- The contractor will provide professional services to support the FSOH in meeting policy objectives. The objective of the contract is to support an integrated, comprehensive [safety and occupational health] program designed to reduce mishap, injury and occupational illness risk, and enable an enduring safety culture across the Department. The Contractor shall provide both on and offsite technical, analytic, safety, engineering, and other expertise required to support the Department's enterprise safety risk management objectives.
- The contractor will assist [in the maintenance of] DOD databases in support of the FSOH policy objectives. The contractor will provide a combination of professional services and ancillary IT services and supplies to support the gathering, analysis, and dissemination of data related to the occupational safety goals of the FSOH.

Id. at 4-5.

The PWS provides further details of the broad range of "programmatic, analytic, and administrative support to promote the Department's mishap and injury reduction efforts." *Id.* at 20. Some of the specific areas of support include the following tasks:

- development and management of strategic plan objectives and milestones;
- subject matter expertise in tracking safety and occupational health issuances and directives;

- planning and execution of safety and occupational health forums and meetings;
- technical analysis of DOD risk management options and policies;
- data and statistical analysis of integrated safety data;
- operation and management of DOD's Safety Management Center of Excellence and its programs; and
- sustainment and modernization of the FR2 data warehouse.

See *id.* at 19-37.

Accordingly, based on the express terms of the OASIS contract, we disagree with the protester's contention that data analytics is an IT service outside of the scope of the OASIS contract. Despite the protester's allegations, nothing in the record indicates that these areas of required engineering support are a mere pretext for an IT requirement of servicing the FR2 system. On the contrary, the record shows that the agency thoroughly documented its need for integrated, data-driven professional engineering and analytic services to support the FSOH. *Id.* at 1-3. Moreover, we find that the PWS carefully outlines requirements covering a broad range of professional services across multiple disciplines included in the scope of the OASIS contract. *Id.* at 19-37.

The record also shows that, in addition to the primary purpose of professional engineering services, the RFP seeks specific IT services related to the operation and maintenance of the agency's FSOH-related electronic tools and systems, including the FR2 systems. See PWS at 30-37. These IT services, however, are specifically identified as ancillary out-of-scope services, which are expressly permitted under the OASIS contract if integral and necessary to provide the integrated professional engineering solution. COS at 3-6; see AR, Tab C.1, OASIS Contract at § C.4.

Plateau also argues that repeated references in the record to the critical role of the FR2 system are evidence that the IT services needed to operate and maintain FR2 are the core purpose of the procurement. For example, the protester cites the description of the system as a "business support tool that is the foundation of all the other safety management efforts that are required." Comments at 4, *citing* AR, Tab F.1, Statement of FSOH Director at 1. This argument, however, ignores the OASIS contract's express allowance for ancillary out-of-scope IT services, as long as such services are "integral and necessary" for achieving the integrated solution. The fact that IT services may be an integral and necessary part of the requirement does not mean that IT services are the principal purpose of the solicitation.

Despite the critical role of IT services required for FR2 systems, which are integral and necessary for integrated services in support of the FSOH programs, it does not change the clearly stated principal purpose of the work required under the task order. As described throughout the solicitation, the principal purpose of the task order consists of an integrated suite of professional engineering services to support DOD's programs in safety and occupational health risk management. See *e.g.*, PWS at 1-4, 20-29.

Plateau further argues that the historical labor data provided by the agency in the RFP demonstrates the predominantly IT nature of the requirement because two-thirds of the historical labor for this work is IT-related. Protest at 7.⁸ There is no support in the record, however, for the protester's assertion in this regard. When the data-related, in-scope professional labor categories are excluded, the ancillary out-of-scope IT services portion of the work is estimated to be approximately 32 to 39 percent based on historical workload data. COS at 6; AR, Tab E.4, RFP amend. 3 at 9; AR, Tab D.1. Market Research Report at 3; see generally, AR, Tab E.1, RFP attach. 7, Historical Workload. Moreover, as noted in the OASIS contract, the primary scope of work of a task order "does not directly correlate to labor mix/breakdown," but instead "refers to the princip[al] purpose or objective of the work required under the task order." AR, Tab C.1, OASIS Contract at § C.5. Because the task order RFP reasonably identifies the principal purpose of the work as integrated analytical and technical engineering services, we find the protester's arguments in this regard to be without merit.

In sum, we find that the broad scope of the OASIS contract reasonably encompasses the requirements described in the task order RFP and expressly permits the procurement of out-of-scope IT services that would support an integrated solution. Accordingly, we conclude that there is a logical connection between the underlying IDIQ contract and the task order, and therefore find no basis to sustain this protest ground.

Multiple Objectives

Plateau next argues that the contemplated order exceeds the permissible scope of the OASIS contract because the solicitation identifies two discrete principal purposes: one for IT-related services to operate, maintain, and modernize the FR2 system; and another for safety and occupational health initiatives. Protest at 8-9; PWS at 4-5. According to Plateau, the OASIS contract expressly prohibits the issuance of a task order where the procurement has multiple principal purposes. Protest at 8-9.

The agency once again disputes the protester's characterization of the contract requirements and contends that the solicitation clearly identifies one primary purpose: to provide integrated engineering services in support of the FSOH. COS at 7-11. Moreover, the agency argues that nothing in the OASIS contract prohibits the issuance of an order with multiple objectives under one principal purpose. *Id.* On the contrary, the agency contends that the scope of the OASIS contract is specifically designed to encompass multiple objectives to provide an integrated solution. *Id.* We agree.

As noted, the OASIS contract's stated purpose is "to address agencies' need for a full range of service requirements that integrate multiple professional service disciplines and ancillary services/products with the flexibility for all contract types and pricing at the task order level." AR, Tab C.1, OASIS Contract at § B.1. It also contemplates that an

⁸ Plateau asserts that the historical workload for this requirement has changed over time to become "more IT," after previously being "more professional services by nature." Protest at 9.

integrated solution of professional service requirements under the OASIS contract “may call for solutions that cross over multiple disciplines, include ancillary support, and require commercial and/or non-commercial items.” *Id.* at § C.1. Moreover, while the contract requires the principal purpose of an OASIS task order to be the provision of professional services, the contract does not prohibit a task order from having multiple objectives to achieve that principal purpose. *See id.* at § C.5.

On this record, we find the protester’s arguments to be without merit. First, Plateau fails to identify any specific provision in the OASIS contract that prohibits a task order with multiple objectives. Second, as noted above, we find nothing improper or objectionable with the RFP’s identification of professional engineering services as the primary purpose of the order, with the performance of FR2-related IT services as ancillary out-of-scope support services. Because the primary engineering services and the related ancillary IT services are dual components of the agency’s integrated professional solution in support of the FSOH, we have no basis to conclude that the order is inconsistent with the scope of the OASIS contract. Accordingly, we find no basis to sustain this protest ground.

The protest is denied.

Edda Emmanuelli Perez
General Counsel