



## Decision

**Matter of:** Provizor Federal, Inc.

**File:** B-421768

**Date:** July 26, 2023

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Marilon Green-Hickson, for the protester.

Colby L. Sullins, Esq., John G. Terra, Esq., and Kevin E. Bolin, Esq., Department of Defense, for the agency.

Anh-Thi H. Le, and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest alleging that the terms of the solicitation improperly permit some offerors to consolidate multiple prior corporate experience references to increase self-scoring in a manner unduly restrictive of competition is denied where the protester's interpretation of the solicitation is unreasonable and inconsistent with the solicitation's terms.

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### DECISION

Provizor Federal, Inc. (Provizor), of Columbia, Maryland, challenges the terms of request for proposals (RFP) No. HT001523R0004-MQS2-NG (Medical Q-Coded Support and Services – Next Generation), which was issued by the Department of Defense, Defense Health Agency (DHA), for the award of multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts for health-related services. The protester argues that the terms of the solicitation are unduly restrictive of competition, enable unfair evaluation results, and are unclear and ambiguous.

We deny the protest.

### BACKGROUND

The RFP, which was issued on November 15, 2022, and subsequently amended seven times, seeks proposals to provide health-related services in the areas of ancillary, dental, medical support, nursing, and physician services requirements. RFP at 1-3. The RFP anticipates the award of up to 5 IDIQ contracts, each with a 5-year base period of performance and a 5-year option period. *Id.* at 3, 94. The maximum ordering value of the multiple award IDIQ contracts is \$44 billion. *Id.* at 3.

The RFP provides for a 4-step evaluation process. *Id.* at 95. As discussed below, only step 2 of the evaluation process is relevant to the issues presented in this protest. Step 2 requires offerors to submit a self-scoring technical capability worksheet (“self-scoring worksheet”) that assigns points to offerors based on an offeror’s representations about its prior corporate experience providing the health-related services contemplated by the RFP. *Id.* Offerors are required to provide supporting documentation to validate all experience items claimed on the self-scoring worksheet. *Id.* If the agency cannot validate a claimed item based on the offeror’s supporting documentation or other sources available to it, the offeror may not be eligible for award. *Id.*

Relevant here, the self-scoring criteria provide that the number of points an offeror can claim depends on, among other factors, the scope (type of medical services provided) and type II configuration experience (performance on full-service contracts) reported in the self-scoring worksheet. *Id.* Within these categories, one contract or one task order constitutes one item; the point value of each item claimed depends on the number of full-time equivalents (FTEs) placed on the contract or task order, with more FTEs placed meriting higher points. See RFP attach. 2, Self-Scoring Worksheet at Tab 2. For example, a single contract or task order that placed fewer than 3 FTE family practice physicians would earn 30 points, while a single contract or task order that placed over 12 FTE family practice physicians would earn 175 points. See *id.*

On May 5, 2023, DHA issued RFP amendment 7 to revise the addendum to Federal Acquisition Regulation (FAR) provision 52.212-1 (Instructions to Offerors) to clarify how offerors were to self-score their respective prior experience and the necessary supporting documentation to validate the claimed experience. RFP amend. 7 at 1, 4. The amended instructions first provide that “[u]nless otherwise stated in this solicitation, [o]fferors shall not consolidate requirements for different performance periods on the same contract, task order, or order placed under a master agreement to obtain a higher point value as part of their supporting documentation.” *Id.* at 15; see also *id.*, attach. 2, Self-Scoring Worksheet at 1 (“Note: Do not consolidate multiple Task Orders to claim a higher point value on a single row in the [self-scoring worksheet].”).

The amended instructions also provide that, to support each point value claimed on the self-scoring worksheet, offerors must provide either a contractor performance assessment reporting system (CPARS) evaluation report or a technical capability validation sheet (“validation sheet”) that contains sufficient data to support the claimed item. RFP amend. 7 at 15. At issue here, the instructions allow offerors “[o]n a single award IDIQ or requirements contract, where a single customer can validate work completed under that contract,” to “combine multiple [t]ask [o]rders under a single contract-level CPARS or [validation sheet].” *Id.* The instructions further provide that offerors “[o]n a multiple award IDIQ contract, where a single customer cannot validate work completed under that contract . . . may not combine multiple Task Orders under a single contract-level CPARS or a [validation sheet].” *Id.*

After the issuance of RFP amendment 7, Provizor contacted the agency to express its concern that the revised solicitation instructions constituted an unduly restrictive requirement that would unfairly disadvantage offerors on multiple award IDIQ contracts. Protest at 3. Specifically, Provizor asserts that this provision would enable offerors on single award IDIQ contracts to consolidate multiple task orders into a single item on the self-scoring worksheet and achieve higher point totals, and, thus, requested that the agency remove the provision from the solicitation. Protest at 3. The agency responded that it would not make further modifications to the solicitation. Protest exh. 2, Email from DHA to Provizor. Shortly thereafter, Provizor filed this protest with our Office.

## DISCUSSION

Provizor principally argues that the solicitation is unduly restrictive of competition because the self-scoring methodology disadvantages offerors with experience performed under multiple award IDIQ contracts as compared to offerors with experience performed under single award IDIQ contracts or requirements contracts. Specifically, the protester argues that the solicitation unreasonably permits only single award IDIQ or requirements contract holders to “combine” orders in order to allow such offerors to increase the relevancy of their prior experience, and, thus, to increase their self-scores. Protest at 3-4. The protester maintains that by only allowing offerors on single award IDIQ or requirements contracts to “combine multiple task orders” on a CPARS evaluation report or validation sheet, the relevant provision of the solicitation places offerors with multiple award IDIQ contracts at a disadvantage. *Id.* Provizor contends that this bias towards single award IDIQ contract holders could result in higher scores for inferior performance. *Id.* at 4. Because Provizor’s concern is based on a misunderstanding of the terms of the RFP, we deny the protest.<sup>1</sup>

As addressed above, the RFP requires offerors to populate a self-scoring worksheet to identify their relevant corporate experience as compared to the RFP’s specific requirements. The RFP’s instructions also establish the required supporting documentation to validate an offeror’s self-scoring of its relevant experience:

For each claimed item Offerors shall provide a Contractor Performance Assessment Reporting System (CPARS) Evaluation Report or a Technical Capability Validation Sheet (Attachment 3) that has sufficient data to support a claimed item. On a single award IDIQ or requirements contract, where a single customer can validate work completed under that contract, Offerors may

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<sup>1</sup> The agency submitted a thorough request for dismissal, including the production of relevant documents, and the protester submitted a detailed response. Based on our review of the parties’ submissions, we concluded that certain aspects of the protest required resolution on the merits. However, in light of the parties’ thorough submissions, our Office did not request that DHA submit an agency report in response to the protest. Rather, the record submitted with the agency’s request for dismissal was sufficient for our Office to conclude that the protester’s interpretation of the RFP was unreasonable and not in accordance with the RFP’s terms.

combine multiple Task Orders under a single contract-level CPARS or a Technical Capability Validation Sheet (Attachment 3). On a multiple award IDIQ contract, where a single customer cannot validate work completed under that contract, Offerors may not combine multiple Task Orders under a single contract-level CPARS or a Technical Capability Validation Sheet (Attachment 3).

RFP, amend. 7 at 15; see *also* RFP at 95 (providing that only the claimed items on the self-scoring worksheet that are fully validated by the government will be considered for award).

According to Provizor, because the solicitation allows offerors to “combine multiple task orders” if the task orders can be verified by a single customer, single award IDIQ contract holders can consolidate multiple task orders in a single row of the self-scoring worksheet to claim higher FTEs placed, and, thus higher points, while multiple award IDIQ contract holders likely cannot have their prior experience validated by a single customer, and, thus will not be able to consolidate multiple task orders in order to obtain a higher score. See Protest at 4.

In response, DHA maintains that the instructions do not allow any offeror to combine task orders to claim a higher point value in a single row of the self-scoring worksheet. The agency asserts rather that the only reasonable interpretation of the terms “combine multiple task orders” in the provision is that an offeror may submit a single validation sheet, as opposed to multiple validation sheets, if it has a single customer point of contact (POC) that can validate performance for multiple line items. The agency contends that this approach merely streamlines the validation process so that the same POC can more easily validate all claimed experience for which it is knowledgeable of under a single validation sheet. Req. for Dismissal at 3. Stated differently, the agency argues that the revised instructions regarding “combining” references pertains only to validating the claimed experience, not to consolidating references in order to increase the scoring for an offeror’s claimed experience.<sup>2</sup>

Where a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable

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<sup>2</sup> As an example, the contracting officer explains that if an offeror has two different task orders for separate labor categories, one for a “Physician – Radiology” and the other for a “Physician – Neurology,” a customer that can validate both orders can submit a single validation sheet; otherwise, the offeror would need to prepare two validation sheets, one for each customer that could validate an order. The contracting officer explains that no offeror, however, is permitted to combine two distinct task orders for the same labor category (whether on a single validation sheet or multiple validation sheets) to increase its score. For example, an offeror would need to separately list and score two respective task orders for a “Physician – Radiology,” regardless of how many validation sheets are needed. Contracting Officer’s Statement at 2.

manner. *TCG, Inc.*, B-417610, B-417610.2, Sept. 3, 2019, 2019 CPD ¶ 312 at 5; *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *TCG, Inc.*, *supra*; *Colt Def., LLC*, B-406696, July 24, 2012, 2012 CPD ¶ 302 at 8. A solicitation requirement is only considered ambiguous when it is susceptible to two or more reasonable interpretations. *TCG, Inc.*, *supra*; *Plum Run*, B-256869, July 21, 1994, 94-2 CPD ¶ 38 at 4.

The solicitation language, read as a whole and in a manner that gives meaning to all of the provisions, does not create the potential scoring disparity Provizor alleges. Specifically, Provizor's allegation is premised on an unreasonable interpretation of the term "combine multiple task orders" in the provision to mean "consolidate" multiple task orders into a single item--a practice expressly prohibited by the solicitation--rather than validating the information about multiple task orders by the same customer POC within a single validation document. See RFP amend. 7 at 15. In this regard, Provizor disregards the context of the provision, which plainly provides that offerors may only "combine multiple task orders" in "a single contract-level CPARS or a [validation sheet]"-documents that only serve the purpose of validation, rather than in the self-scoring worksheet.

Specifically, the provisions of the instructions at issue here appear in a separate section after the instructions detailing how offerors are to self-score their respective prior experience. In this section, after explaining that each claimed experience item in the self-scoring worksheet must be supported by either a CPARS evaluation report or validation sheet, the instructions then clarify that where a single customer can validate the work completed with respect to multiple claimed experience items, the offeror may submit a single supporting CPARS evaluation report or validation sheet.<sup>3</sup> *Id.* at 15.

Contrary to Provizor's interpretation, however, the validation sheet informs offerors that they "[may] not consolidate multiple Task Orders to claim a higher point value on a single row in the [self-scoring worksheet]"; section 3 further provides that offerors must use separate rows of the table to record the information for each item claimed on the self-scoring worksheet. See *id.* (instructing offerors to identify the corresponding row

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<sup>3</sup> We note that while the RFP's delineation between "a single award IDIQ or requirements contract" and "a multiple award IDIQ contract" is not a model of clarity, when reasonably read, these provisions are not in conflict. With respect to a single award IDIQ or requirements contract, the instructions allow an offeror to submit a single CPARS evaluation report or validation sheet "where a single customer can validate work completed under that contract." RFP, amend. 7 at 15. In contrast, the solicitation does not allow an offeror to submit a single CPARS evaluation report or validation sheet for a multiple award IDIQ contract "where a single customer cannot validate work completed under that contract." *Id.* Thus, while the RFP could (and should) have more plainly and succinctly stated that a single CPARS evaluation report or validation sheet can be submitted for any contract for which a single customer can validate multiple claimed experience items, the provisions as written are consistent in this manner.

and column number from the self-scoring worksheet, noting that only one entry from the self-scoring worksheet may be identified in this cell for each row). Ultimately, not only do the solicitation's proposal instructions explicitly prohibit offerors from consolidating multiple task orders into a single row on the self-scoring worksheet to achieve a higher score, but the validation sheet also expressly instructs offerors to record each task order in a separate row on the table in the validation sheet. See *id.*; RFP amend. 7 at 15. Within this context, reading "combine multiple task orders" to mean "consolidate" multiple task orders into a single row is unreasonable and contrary to the expressly stated solicitation instructions.

The only reasonable interpretation of "combine multiple task orders" as provided in the solicitation instructions is that offerors can record multiple task orders that can be validated by the same customer in the same validation sheet, and do so with each task order in a separate row of the table in section 3 because the instructions prohibit consolidating multiple task orders in a single row. See RFP attach. 2, Validation Sheet at 2. In this respect, when read in its entirety, the relevant provision of the solicitation plainly applies only to CPARS evaluation reports and validation sheets; the language does not enable consolidation to affect point totals in the self-scoring worksheet. See RFP amend. 7 at 15. The provision merely reduces the need for customer POCs to produce repetitive paperwork for the purpose of validating multiple task orders performed by an offeror. Contracting Officer's Statement at 2. Accordingly, we find no merit to Provizor's argument that the solicitation limits competition by enabling single award IDIQ contract holders to consolidate multiple task orders into a single item to achieve higher points in the evaluation scheme.<sup>4</sup>

The protester's argument that the instructions could produce higher scores for inferior performance similarly fails because it is based on the same flawed premise that single award IDIQ contract holders will be permitted to consolidate orders in order to increase their self-scores. Because the extent that offerors can "combine multiple task orders" on a validation sheet only permits validating information about multiple experience items in one sheet, whether certain claimed items are validated by a single customer POC on

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<sup>4</sup> Because we find that Provizor's interpretation of the solicitation is unreasonable, we similarly reject its alternative argument that the RFP is ambiguous with respect to whether single award IDIQ contract holders are permitted to consolidate orders in order to increase their experience self-scores.

the same sheet or by multiple customer POCs across multiple sheets has no bearing on the offerors' ultimate point value in the self-scoring worksheet.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel