



Decision

Matter of: Exeter Government Services, LLC

File: B-416346

Date: July 12, 2018

DECISION

Exeter Government Services, LLC, a small business located in Gaithersburg, Maryland, challenges the scope of a task order issued by the Department of the Army to Array Information Technology, Inc., a small business located in Greenbelt, Maryland, pursuant to request for task order proposals No. W52P1J-17-R-0071, which was issued for operations and maintenance of the Transportation Coordinators'-Automated Information for Movement Systems II (TC-AIMS II) system under the Department of the Air Force's Network-Centric Solutions-2 (NETCENTS-2) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract. Exeter contends that the scope of the task order exceeds the scope of the underlying IDIQ contract.

We dismiss the protest.

Our Bid Protest Regulations, 4 C.F.R. § 21.1(c)(4) and (f), require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Id.* In addition, competitive prejudice is an essential element of any protest and our Office will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions, that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Armorworks Enters., LLC*, B-400394.3, Mar. 31, 2009, 2009 CPD ¶ 79 at 3.

Here, the protester has not provided a legally sufficient basis of protest. Specifically, the protester's allegations do not reflect that the protester was prejudiced by the agency's actions because, notwithstanding the agency's procurement of an allegedly out-of-scope task order, Exeter already had a full opportunity to compete for the requirement. In this regard, Exeter, a holder of the NETCENTS-2 contract, submitted a

fully-compliant proposal in response to the task order solicitation. Ultimately, Exeter's proposal was unsuccessful, however, as the agency awarded the task order to the lower-priced Array.

In light of this full opportunity to compete for the requirement, we conclude that Exeter has not suffered any harm from the agency's use of the NETCENTS-2 IDIQ contract vehicle, and therefore cannot establish prejudice as a result of the agency's actions. We note that where a protester successfully establishes that a task order procurement exceeds the scope of the underlying IDIQ contract, our Office will generally recommend that the agency cancel the solicitation and conduct a new competition for the requirement to remedy the harm suffered by the protester. See, e.g., DynCorp Int'l LLC, B-402349, Mar. 15, 2010, 2010 CPD ¶ 59 at 9. Here, however, no such harm befell Exeter since it was already provided with a full opportunity to compete for the requirement. Instead, sustaining this protest would simply afford Exeter an unwarranted second bite at the apple, i.e., a chance to submit a second proposal in the hopes of winning the work in question.¹

The protest is dismissed.

Thomas H. Armstrong
General Counsel

¹ The protester additionally argues that if the Army procured the requirement through the incumbent contract vehicle, the Information Technology Services-Small Business contract, Exeter's subsidiary company, Exeter Information Technology Services, would have been able to compete for the requirement. We find this argument unavailing. As noted above, Exeter has already had a full opportunity to compete for the requirement in question. Moreover, we note that the protester must establish direct prejudice on its own behalf, not indirectly on behalf of another party. See JRS Staffing Servs., B-414630, B-414630.2, July 28, 2017, 2017 CPD ¶ 250 at 8 n.10.