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# Decision

**Matter of:** Tanaq Government Services, LLC

**File:** B-422880

**Date:** December 2, 2024

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## DIGEST

Protest challenging agency's evaluation of quotations and the resulting best-value determination is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation, and the challenge to the best-value determination is based on the same evaluation challenges that are without merit.

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## DECISION

Tanaq Government Services, LLC, of Anchorage, Alaska, protests the establishment of a blanket purchase agreement (BPA) with Jones Lang LaSalle Americas, Inc., of Chicago, Illinois, under request for quotations (RFQ) No. 47PN1123Q0002, issued by the General Services Administration (GSA), Public Buildings Service, for consolidated facilities maintenance services. The protester challenges the agency's evaluation of the protester's management plan quotation and the agency's best-value tradeoff decision.

We deny the protest.

## BACKGROUND

The agency issued the RFQ on July 24, 2023, to holders of GSA's Federal Supply Schedule (FSS) contracts for facilities maintenance and repair services, under the FSS procedures of Federal Acquisition Regulation (FAR) subpart 8.4. Contracting Officer's

Statement (COS) at 3; Agency Report (AR), Exh. 1, RFQ at 3.<sup>1</sup> The solicitation sought quotations to provide consolidated facilities engineering, operations, and maintenance services for the New Carrollton Federal Building (NCFB) in Lanham, Maryland, and the Silver Spring Metro Center (SSMC) in Silver Spring, Maryland. *Id.* The RFQ contemplated the establishment of a fixed-price BPA with a 1-year base period and nine 1-year option periods.<sup>2</sup> RFQ at 11, 43.

The RFQ advised that a BPA would be established, using “informal selection procedures,” with a vendor offering the best value considering price and the following four non-price factors (in descending order of importance): (1) management plan; (2) prior experience; (3) past performance; and (4) small business socioeconomic category designation. *Id.* at 11, 22. When combined, the non-price factors were considered more important than price. *Id.* at 11. The management plan factor consisted of the following ten elements: (1) staffing plan; (2) monthly progress and communications plan; (3) quality control plan; (4) preventive/predictive maintenance plan; (5) maintenance control plan; (6) repair plan; (7) project management and alteration project assistance plan; (8) energy and water management approach; (9) stormwater management plan; and (10) custodial services plan. *Id.* at 12-17.

The procurement was to be conducted using a phased evaluation procedure. *Id.* at 11. Under phase 1, vendors were required to submit a price quotation and a technical quotation containing prior experience, past performance, and small business socioeconomic category designation information. *Id.* The RFQ provided that the phase 1 quotations would be evaluated for eligibility and vendors would be notified if their quotations were determined to have a “low probability of success and a high overall risk to the Government” or an “extremely non-competitive” price. *Id.* at 12. The RFQ informed vendors, however, that the agency would not eliminate any vendor from further review and any vendor that wishes to continue to the next phase of evaluation would be able to do so by notifying the agency and submitting a phase 2 quotation consisting of its management plan. *Id.*

Under the management plan factor, the agency would evaluate the vendors’ “overall approach and commitment to managing the [BPA] and accomplishing the objectives of this requirement.” *Id.* Vendors were “encouraged to provide innovative solutions that provide a positive benefit or advantage to the Government, which may be viewed favorably.” *Id.* The management plan factor was comprised of a technical approach and a management approach, with the latter consisting of three elements: a staffing plan; a monthly progress and communications plan; and a quality control plan. The

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<sup>1</sup> Citations to the record are to the page numbers noted in each document; where a document does not contain consecutively numbered page numbers, citations are to the Adobe PDF page numbers.

<sup>2</sup> We note that while the solicitation was issued as an RFQ, the parties refer interchangeably to the submission of quotations and proposals and to vendors and offerors. For consistency, we refer only to the submission of quotations by vendors.

management approach would be evaluated “on the extent to which [the quotations] provide adequate staffing and communications” to “successfully accomplish the requirements of the Performance Work Statement [(PWS)].” *Id.* at 12-14. The remaining seven elements were to be evaluated as the technical approach, addressing the vendor’s “overall strategy to fully and effectively perform the work described in the PWS, as well as demonstrating the [vendor’s] understanding of the PWS requirements.” *Id.* at 14. The solicitation provided detailed criteria under which each of these ten management plan elements would be evaluated. *Id.* at 12-17.

After phase 1 evaluations, ten vendors, including Tanaq and Jones Lang, proceeded to phase 2 and submitted their management plan quotations. AR, Exh. 4, Best-Value Determination at 4-5. The quotations of Tanaq and Jones Lang were evaluated as follows:

	<b>Tanaq</b>	<b>Jones Lang</b>
<b>OVERALL TECHNICAL RATING</b>	UNACCEPTABLE	ACCEPTABLE
<b>Management Plan</b>	Unacceptable	Acceptable
<b>Prior Experience</b>	Acceptable	Very Good
<b>Past Performance</b>	Acceptable	Very Good
<b>Small Business Socioeconomic Category</b>	Excellent	Acceptable
<b>PRICE</b>	\$65,943,139	\$81,236,157

*Id.* at 5.

As relevant here, in assigning a rating of unacceptable to Tanaq’s management plan, the technical evaluation panel found that Tanaq’s quotation failed to meet the solicitation requirements for four of the ten elements under the management plan factor: staffing; project management and alteration project assistance; energy and water management; and stormwater management plan.<sup>3</sup> AR, Exh. 3, Phase 2 Technical Evaluation Report at 18, 21. The evaluators also found that Tanaq’s management plan presented “significant areas of risk across multiple program areas” and that the overall quality of the quotation was not acceptable, with a limited probability of success and a high level of overall risk to the government. *Id.* at 18. The evaluators concluded that the few favorable aspects of Tanaq’s quotation were “offset and outweighed” by its

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<sup>3</sup> The agency used the adjectival ratings of excellent, very good, acceptable, and unacceptable in its evaluation under the non-price factors. AR, Exh. 3, Phase 2 Technical Evaluation Report at 11. As relevant here, the agency assigned a rating of unacceptable where the “factor/quote indicates the Contractor is unlikely to meet some or all of the requirements of the BPA” and where “the overall quality of the quote is not acceptable, there is a limited probability of success and a high level of overall risk to the Government is recognized.” *Id.* at 9. The agency also noted that “[a]n ‘unacceptable’ quote cannot be awarded.” *Id.*

unfavorable aspects.<sup>4</sup> *Id.* at 21. Considering Tanaq’s acceptable ratings under the prior experience and past performance factors together with “the risk of [Tanaq’s] unacceptable [m]anagement [p]lan,” the technical evaluation panel assigned an overall rating of unacceptable to Tanaq’s non-price quotation and determined Tanaq’s quotation to be unawardable. *Id.*

After conducting a tradeoff of technical and price factors among the technically acceptable quotations, the agency selected Jones Lang’s quotation as representing the best value to the government. AR, Exh. 4, Best-Value Determination at 4-5. Following its notification of the agency’s decision, Tanaq filed this protest.

## DISCUSSION

The protester raises various challenges to the evaluation of its quotation under the management plan factor and alleges that the agency’s best-value tradeoff was unreasonable. Protest at 6-30; Comments at 3-18. The agency responds that its evaluation and best-value tradeoff were reasonable and consistent with the solicitation. COS at 7-29; Memorandum of Law (MOL) at 2-6. As discussed below, we find that the agency evaluated Tanaq’s quotation under the management plan factor reasonably, and in a manner consistent with the solicitation, and reasonably concluded that the quotation was technically unacceptable. Although our decision does not address all of the protester’s arguments, we have fully considered each one and find that none provides a basis to sustain the protest.

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the establishment of a BPA, we will review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *NetCentrics Corp.*, B-421172.2, B-421172.3, Oct. 23, 2023, 2023 CPD ¶ 247 at 4. The evaluation of quotations is a matter within the discretion of the procuring agency; we will not question the agency’s evaluation absent a showing that the evaluation is unreasonable or inconsistent with the solicitation. *Id.*; *Battelle Mem’l Inst.*, B-420253 *et al.*, Jan. 12, 2022, 2022 CPD ¶ 31 at 5. In a competitive FSS procurement, it is the vendor’s burden to submit an adequately written quotation that establishes the merits of its quotation. *EA Eng’g, Sci., & Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 3. A protester’s disagreement with the agency’s judgment or its belief that its quotation deserved a higher technical rating does not establish that the agency acted unreasonably. *IBM Global Bus. Serv.--U.S. Federal*, B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 4.

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<sup>4</sup> The agency assessed the relative quality of quotations under each non-price factor by identifying aspects of quotations as “meets requirements,” “favorable,” or “unfavorable.” AR, Exh. 3, Phase 2 Technical Evaluation Report at 11.

## Evaluation of Management Plan

The protester asserts that the agency unreasonably and erroneously concluded that Tanaq did not meet the requirements for four of the ten elements under the management plan factor. Protest at 6-29; Comments at 3-17. We discuss below each of these elements.

### Staffing Plan

Tanaq alleges that its staffing plan met the solicitation requirements and challenges all eight unfavorable aspects identified in its staffing plan. Protest at 6-18. We have reviewed all of the protester's arguments and find that none presents a basis to sustain the protest. We discuss below some representative examples.

First, the protester argues that the agency unreasonably concluded that Tanaq proposed a project manager who did not meet the applicable minimum experience requirement. Protest at 6-7. In this regard, the protester asserts that the experience of its proposed project manager exceeded the stated solicitation requirements, and that the individual was currently serving in the project manager role under the incumbent contract at the NCFB. *Id.* The protester also contends that its quotation sufficiently described the proposed project manager's experience given that the solicitation did not require a detailed resume until after award. *Id.* The agency responds that its evaluation was reasonable because the protester's quotation with respect to its project manager's experience was "insufficient and unclear." MOL at 2-3.

The record shows that the solicitation required staffing plans to "[i]dentify the positions and individuals that are proposed as 'key,'" including the "[m]inimum qualifications for each position identified." RFQ at 13. For the project manager position, the PWS required "a minimum ten (10) years of [operation and maintenance]/[f]acilities [m]anagement type experience, with at least eight (8) years in a project management/supervisory role." AR, Exh. 2, PWS at 162. The PWS also required the experience to "be in the operation, management, and supervision of building mechanical maintenance operations for buildings of the approximate size, complexity, and characteristics of the buildings to be covered by this contract." *Id.* In addition, the PWS noted that a detailed resume containing specified information--e.g., addresses of previous employers and contact information for former supervisors--must be "submitted to the [contracting officer's representative] for approval prior to the assignment of the project manager to the contract." *Id.*

In evaluating the protester's staffing plan, the evaluation panel assessed eight unfavorable aspects and concluded that the staffing plan did not meet the solicitation requirements. AR, Exh. 3, Phase 2 Technical Evaluation Report at 42. Specifically with respect to the project manager, the agency found that the individual proposed by Tanaq "did not meet the 10 years of managerial experience required" by the PWS. *Id.* In response to the protest, the contracting officer explains that the generalized description of the project manager in the protester's quotation failed to demonstrate that the

individual had “10 years of managerial experience in the operation, management, and supervision of building mechanical maintenance operations for buildings of the approximate size, complexity, and characteristics of the buildings to be covered by this contract.” COS at 9

The record shows that Tanaq provided the following information on the qualifications of its proposed project manager:

**Minimum Qualifications:** High school diploma and 15+ years (with at least eight (8) years in a project management/supervisory role) performing [consolidated facilities management (CFM)] in U.S. Government and/or commercial facilities. Experience performing [heating, ventilation, air conditioning (HVAC)], electrical, plumbing, and CFM of 15+ persons. Most possess CFM license from State of Maryland in electrical, mechanical, or related discipline.

AR, Exh. 6, Tanaq Management Plan Quotation at 17. In the facilities engineering section of the quotation, Tanaq further describes its proposed project manager as currently “oversee[ing] all CFM at” the NCFB and “bring[ing] 18 years’ CFM project management experience and 38 years’ facilities experience, including facilities engineering, with a demonstrated track record of technical and project management support to GSA.” *Id.* at 10-11. Other than these descriptions, Tanaq’s quotation did not provide any further details about the proposed project manager’s experience.

On this record, we find the agency’s evaluation to be unobjectionable. Specifically, we agree with the agency’s finding that Tanaq’s description of its project manager’s experience failed to provide specific information demonstrating that the individual met the minimum qualifications required by the solicitation. We note that the solicitation warned vendors that their quotations “should clearly demonstrate that the offeror has a thorough understanding of the requirement” and that “paraphrasing the RFQ or parts thereof will be considered inadequate.” RFQ at 10. Despite this caveat and the solicitation’s clear instructions to provide a staffing plan with the “[m]inimum qualifications for each [key] position identified,” RFQ at 13, the record shows that the protester’s quotation only provided a general description of the project manager’s experience that merely rephrased the solicitation’s requirements for that position.

In addition, we find the protester’s reliance on the proposed project manager’s experience under the incumbent contract to be misplaced. As the agency explains, this procurement was not a recompetition of the same requirement as the incumbent contract for facilities management at the NCFB. See COS at 2-3, 9. In this regard, the agency combined the facilities management needs of the NCFB and the SSMC together, so that the “size, complexity, and characteristics of the buildings to be covered by this contract” was substantively different from those of the incumbent contract. *Id.*; see AR, Exh. 2, PWS at 162. The agency further notes that, as explained in the PWS, facilities engineering and “systems thinking” components were added to the standard operation, maintenance, and repair requirements, which significantly changed the

contract scope from the incumbent contract at the NCFB. COS at 8; AR, Exh. 2, PWS at 18-21. Thus, the reference in Tanaq's quotation to the proposed project manager serving in the same position under the incumbent contract, without more, did not provide the agency with the information needed to determine whether the individual met the minimum qualification requirements.

Moreover, while the protester complains that the solicitation did not require a detailed resume at the time of quotation submission, the post-award requirement for detailed resumes did not negate the clear solicitation requirement for quotations to include the minimum qualifications for proposed project managers. AR, Exh. 2, PWS at 162. As noted, it is the vendor's burden to submit an adequately written quotation that establishes the merits of its quotation. See *EA Eng'g, Sci., & Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 3. Here, considering the lack of specific details in the protester's quotation about the proposed project manager's experience, we find no basis to question the agency's assessment of an unfavorable aspect in the protester's staffing plan for "featur[ing] a [project manager] that did not meet the 10 years of managerial experience required by" the solicitation. See AR, Exh. 3, Phase 2 Technical Evaluation Report at 42.

The protester also challenges two additional unfavorable findings; specifically, the agency's finding that the protester's staffing plan failed to provide milestones for technical training and that the plan listed licenses and certifications without providing for the associated training. Protest at 14-16. In this regard, the protester argues that it provided the required milestones by providing a chart of initial, periodic, and refresher courses for technical training that would be provided during transition. *Id.* The protester also asserts that its list of licenses and certifications should have been sufficient to inform the agency that the protester has completed the training required to obtain those licenses and certifications. *Id.* The agency maintains that its evaluation was reasonable because the protester's quotation did not provide the information required by the solicitation. COS at 15-16.

The record shows that the solicitation required vendors to provide staffing plans that included a "[t]raining strategy for contractor's staff in accordance with the PWS." RFQ at 13. The training strategy was specifically required to, "[a]t a minimum, include (1) a list of training provided by or funded by the contractor, or (2) specific trades training for each position, and (3) milestones for completion of initial, periodic, and refresher training." *Id.*

In evaluating Tanaq's training strategy, the agency found that "[m]ilestones were not provided for technical training creating uncertainty as to when training will be completed." AR, Exh. 3, Phase 2 Technical Evaluation Report at 42. In response to the protest, the contracting officer further explains that Tanaq's quotation provided a training plan with "technical training to each discipline for initial, periodic, and refresher training" with a chart that lists "the training, source of training, and staff positions that will be taking each training," but no milestones for completing the training as required by the RFQ. COS at 15; see AR, Exh. 6, Tanaq Management Plan Quotation at 29.

The agency also found that Tanaq's quotation listed licenses and certifications that require training without describing the associated training that would be undertaken for those licenses and certifications. AR, Exh. 3, Phase 2 Technical Evaluation Report at 42. The contracting officer explains that while Tanaq's training strategy stated that it "provides proper training using industry certifications," it failed to explain what this "proper training" would entail. COS at 15-16; see AR, Exh. 6, Tanaq Management Plan Quotation at 30. The agency found that this aspect of the protester's staffing plan did not satisfy the requirement to provide "specific trades training for each position" in the vendor's training strategy. COS at 15; RFQ at 13.

On this record, we find no basis to object to the agency's evaluation. First, we find no merit in the protester's argument that it met the requirement to provide "milestones" by simply stating it will provide "initial, periodic, and refresher training" and specifying that the "initial" training will be provided during orientation with additional training "throughout the Transition Period." See Comments at 6; AR, Exh. 6, Tanaq Management Plan Quotation at 27. In this regard, the solicitation specifically required the staffing plan to provide "*milestones* for completion of initial, periodic, and refresher training," RFQ at 13 (emphasis added), and the agency reasonably found to be inadequate the protester's restatement of that requirement without providing actual milestones.

We also find no merit to the protester's insistence that the agency should have known the specific training required to obtain the third-party licenses and certifications listed in Tanaq's quotation, such as the "Maryland Master Electrician License or Equivalent." See Comments at 6; AR, Exh. 6, Tanaq Management Plan Quotation at 30. As noted above, it is the protester's responsibility to submit an adequately written quotation that addresses the requirements of the RFQ, and a protester runs the risk of an unfavorable evaluation by submitting a quotation that does not clearly address the RFQ's requirements in the manner prescribed by the RFQ. See *NetCentrics Corp.*, *supra* at 14. Here, the agency reasonably assessed an unfavorable aspect for Tanaq's training approach that listed licenses and certifications instead of providing "specific trades training for each position." See RFQ at 13.

As another example, Tanaq challenges the agency's assessment of an unfavorable aspect where Tanaq's staffing plan erroneously stated that there was no collective bargaining agreement at the SSMC. Comments at 6-8; AR, Exh. 3, Phase 2 Technical Evaluation Report at 42; see AR, Exh. 6, Tanaq Management Plan Quotation at 41 ("The SSMC is staffed by non-union personnel who are classified as SCA employees."). Tanaq does not dispute that its quotation was in error; rather, Tanaq argues that the unfavorable finding was not justified because Tanaq detrimentally relied on the file name of the collective bargaining agreement ("SSMC OM Elevators CBA Agreement") that the agency provided with the solicitation, which indicated to Tanaq that the agreement only covered elevator workers. Comments at 8; see AR, Exh. 1, RFQ, attach. 6, Bidders Library, SSMC OM Elevators CBA Agreement. The protester further argues that the agency should have given little weight to this "potential, harmless mistake" because of Tanaq's demonstrated experience in working with unions as the



incumbent and because of the “in-depth description of its approach to resource management involving collective bargaining and unions” in Tanaq’s quotation with respect to the NCFB. Comments at 6-8.

Given the solicitation requirement for the vendor’s staffing plan to address how it would “manage resources with a union agreement,” RFQ at 13, we find reasonable the agency’s concern with Tanaq’s erroneous belief that there was no collective bargaining agreement at one of the two facilities covered by the solicitation. Moreover, as the contracting officer notes, the protester’s “failure to review and/or properly interpret the scope of the [collective bargaining agreement] is not the responsibility of the government” because the content of the collective bargaining agreement provided as a solicitation attachment, despite its misleading file name, plainly was not limited to elevator workers. COS at 17; see *generally*, AR, Exh. 1, RFQ, amend. 10, attach. 6, Bidders Library, SSMC OM Elevators CBA Agreement. We again find no basis to object to the agency’s finding as Tanaq was responsible for submitting a well-written quotation with adequately detailed information allowing for a meaningful review by the procuring agency. See *Battelle Mem’l Inst.*, *supra* at 9.

Based on these evaluation findings, including the remaining unfavorable aspects assessed in the protester’s staffing plan, the agency concluded that the protester’s staffing plan did not meet the solicitation requirements. AR, Exh. 3, Phase 2 Technical Evaluation Report at 41-42. While not discussed in this decision, we have reviewed the protester’s challenges to the remaining unfavorable staffing plan aspects and similarly find them to be without merit. Therefore, we find no basis to object to the agency’s conclusion that the protester’s staffing plan did not meet the solicitation requirements.

#### Project Management and Alteration Project Assistance Plan

The protester also challenges the agency’s finding that Tanaq’s project management and alteration project assistance plan did not meet the solicitation requirements. Under the technical approach subpart of the management plan factor, the solicitation required each vendor to provide a project management and alteration project assistance plan that “addresses the [vendor’s] strategy for detailing the capabilities and specific value[-]added services to satisfy the technical support of Government programs and projects as detailed in the PWS.” RFQ at 15. In this plan, the vendor was required, at a minimum, to “detail the means and methods for providing project management, alteration project assistance, and engineering support of third[-]party construction projects (i.e., executed by **entities other than the offeror**).” *Id.* at 16. The vendor was instructed to “specify all services that will be made available to the Government both as part of standard monthly services and the specific threshold(s) at which these services will only be available to the Government on a reimbursable (above standard) basis.” *Id.*

In evaluating Tanaq’s project management and alteration project assistance plan as not meeting the solicitation requirements, the agency found that the protester’s quotation “did not clearly propose the means and methods for providing project management assistance, alteration project assistance, and engineering support for 3rd party

projects.” AR, Exh. 3, Phase 2 Technical Evaluation Report at 43. In this regard, the contracting officer explains that Tanaq’s quotation described project management and alterations that would be “performed by [a] proven subcontractor” of Tanaq, with quality inspections performed by Tanaq, instead of the assistance Tanaq would provide to *third-party* contractors. COS at 23-24; see AR, Exh. 6, Tanaq Management Plan Quotation at 97-98. The contracting officer also notes that the protester’s project assistance plan did not specify, as required by the solicitation, which services would be “made available . . . as part of standard monthly services” or “the specific threshold(s) at which these services will only be available to the Government on a reimbursable (above standard) basis.” COS at 24; RFQ at 16.

The protester maintains that its quotation addressed the requirement by providing “significant discussion regarding both the ‘means’ and the ‘methods’ for supporting subcontracts.” Comments at 13. The protester argues that, to the extent the agency intended to require something other than a description of Tanaq’s own subcontractor support, the solicitation was ambiguous, and the agency’s interpretation of the solicitation provision was unreasonable. *Id.* at 14.

We resolve questions of solicitation interpretation by reading the solicitation as a whole and in a manner that gives effect to all provisions; to be reasonable, and therefore valid, an interpretation must be consistent with such a reading. *Qwest Gov’t Servs., Inc. d/b/a CenturyLink QGS*, B-419597, B-419597.2, May 24, 2021, 2021 CPD ¶ 217 at 5. If the solicitation language is unambiguous, our inquiry ceases. *Id.* An ambiguity exists where two or more reasonable interpretations of the solicitation are possible. *Id.*

Here, we conclude that the disputed solicitation provision was not ambiguous because the provision is susceptible to only one reasonable interpretation. As noted above, the solicitation for this element required a plan for “providing project management, alteration project assistance, and engineering support of third[-]party construction projects” and added with emphasis, “(i.e., executed by **entities other than the offeror**).” RFQ at 16. Moreover, in sections C.1.45.1 and C.1.45.2 of the PWS, titled “Alteration Project Assistance” and “Project Management Assistance,” respectively, the solicitation explained that “[p]rojects for the major repair, replacement or enhancement of the facilities . . . are often initiated from the GSA regional offices and awarded to private sector [c]ontractors.” AR, Exh. 2, PWS at 87. The PWS required the vendor to assist GSA with these projects by providing “project management assistance through monitoring the daily activities of the construction contractor and providing [a] level of coordination.” *Id.*

When read as a whole, these solicitation provisions advised vendors that the project management and alteration project assistance plan should address how the vendor would provide *assistance* to third-party construction contractors, not the vendor’s own subcontractors. Therefore, we find the solicitation provision to be unambiguous and the protester’s interpretation--that the provision applied to subcontractor support--to be unreasonable. Accordingly, we find no basis to object to the agency’s conclusion that the protester’s quotation did not meet the requirement to provide a project management

and alteration project assistance plan that “clearly propose[s] the means and methods for providing project management assistance, alteration project assistance, and engineering support for 3rd party projects.” AR, Exh. 3, Phase 2 Technical Evaluation Report at 43.

### Energy and Water Management Approach

Next, the protester argues that the agency unreasonably concluded that Tanaq’s energy and water management approach did not meet the applicable solicitation requirement. Protest at 23-25. In this regard, the protester objects to the agency’s evaluation of unfavorable aspects in Tanaq’s approach, arguing that: the quotation provided the required energy and water management approach; Tanaq’s approach included sufficient details by providing examples of successful efforts under the incumbent contract at the NCFB; and the solicitation did not require detailed energy and water documentation. *Id.*

As a technical approach element, the solicitation required each vendor to provide an energy and water management approach that addressed “how the [vendor] intends to minimize energy and water use during the performance of this BPA.” RFQ at 16. Quotations were to be evaluated on “the extent to which this approach serves to identify energy and water management opportunities to ensure equipment and systems operate as efficiently as possible without compromising environmental conditions described in [the] PWS.” *Id.* The proposed approach was to include the vendor’s “approach to tracking and documenting the results of their energy and water management efforts and action plans for minimizing energy and water use.” *Id.*

The agency found that the protester’s energy and water management approach did not meet the solicitation requirements based on the assessment of three unfavorable aspects. AR, Exh. 3, Phase 2 Technical Evaluation Report at 43. The evaluators first found that the approach did not “propose to GSA what it plans to do in the future . . . at [NCFB] and does not propose energy and water plans at SSMC.” *Id.* The contracting officer explains that Tanaq’s quotation “relie[d] on their incumbent status to discuss what they are **currently** doing at the NCFB location, not what the plan will accomplish during the performance of the BPA,” with “no mention” of its approach for the SSMC location. COS at 24. Supporting this point, the contracting officer reiterates that the agency considers the scope of this procurement to be “new” because the “size, complexity, and characteristics of the buildings to be covered by this contract are different from what [Tanaq] is currently performing as the incumbent at the NCFB.” *Id.* at 24-25. The evaluators also assessed a second unfavorable aspect because Tanaq’s “two paragraph” plan was “overly simplistic” and did not have “enough detail presented (i.e., tactics, tracking, analysis, action plans) to comprise an acceptable plan,” and a third unfavorable aspect for having “no energy/water documentation outlined.” *Id.*; AR, Exh. 3, Phase 2 Technical Evaluation Report at 43.

Based on this record, we find that the agency reasonably assessed unfavorable aspects in the protester’s energy and water management approach and reasonably concluded

that the approach failed to meet the solicitation requirements. We note that the section of the protester's quotation addressing its energy and water management approach only describes Tanaq's approach to energy and water management at NCFB under the incumbent contract, without any forward-looking statements about its plans for performing the instant requirement. See AR, Exh. 6, Tanaq Management Plan Quotation at 98-99. While the protester alleges that other areas of its quotation discuss its energy and water management approach, Protest at 23-25, the record shows that these other sections provided no more than general descriptions of Tanaq's energy and water conservation efforts under the incumbent contract without detailing any specific approach for the current requirement. See AR, Exh. 6, Tanaq Management Plan Quotation at 72, 79. On this record, we find reasonable the agency's unfavorable assessment of the protester's energy and water management approach, first for failing to provide a future plan for NCFB and no plan for SSMC, and second for failing to present sufficient details, "i.e., tactics, tracking, analysis, action plans." AR, Exh. 3, Phase 2 Technical Evaluation Report at 43. Moreover, although the protester asserts that the solicitation did not require any "energy/water documentation," the RFQ expressly required that vendors include "their approach to tracking and *documenting* the results of their energy and water management efforts." Protest at 25; Comments at 14-15; RFQ at 16 (emphasis added). Where the protester's quotation failed to discuss this aspect of its energy and water management approach, the agency reasonably assessed an unfavorable aspect in finding that there was "no energy/water documentation outlined which increases the risk of not meeting energy and water goals." AR, Exh. 3, Phase 2 Technical Evaluation Report at 43.

In sum, we find no basis to object to the agency's assessment of the three unfavorable aspects in the protester's energy and water management approach. Thus, we find that the agency reasonably concluded, based on those unfavorable aspects, that the protester's quotation failed to meet the solicitation requirement to describe the vendor's "approach to minimize energy and water during the performance of the requirements of this PWS." RFQ at 16. Accordingly, we find the protester's challenge here to be without merit.

#### Stormwater Management Plan

Finally, the protester challenges the agency's evaluation of Tanaq's stormwater management plan, the fourth management plan element that the agency found had failed to meet solicitation requirements. Protest at 25-26. Specifically, the protester argues that it was erroneously assessed an unfavorable aspect for not discussing the use of subcontractors in its stormwater management plan when its quotation stated that it would "provide personnel and resources" for stormwater management. *Id.* at 25; Comments at 15-16. The protester also challenges an unfavorable aspect the agency assessed for failing to address stormwater regulatory compliance. In this regard, the protester contends that it is the GSA, not the contractor, that is responsible for maintaining compliance with the applicable regulations, *i.e.*, the National Pollutant Discharge Elimination System permit regulations. Protest at 26; Comments at 16. The protester asserts that it nevertheless provided a sufficient plan to assist the agency with

compliance by proposing to “[r]ecommend stormwater system retrofits to improve system compliance with regulations.” *Id.*; AR, Exh. 6, Tanaq Management Plan Quotation at 100.

The solicitation required vendors to provide a stormwater management plan that “addresses how the [vendor] intends to manage systems, reporting and record controls, and maintain compliance for storm water systems with the Watershed and other regulatory bodies as stated in the PWS.” RFQ at 16. As part of their plan, vendors were to “describe their use of subcontractors, how they will maintain adequate subject matter expertise on current and emerging regulations, and ensure regulatory compliance for all site storm water systems.” *Id.*

In finding that Tanaq’s stormwater management plan did not meet the solicitation requirements, the agency assessed an unfavorable aspect for failing to “discuss the use of subcontractors that will assist with the [stormwater management] services.” AR, Exh. 3, Phase 2 Technical Evaluation Report at 43. The agency also noted a second unfavorable aspect for Tanaq’s failure to “address how [it] will maintain adequate subject matter expertise on current/emerging regulations to ensure stormwater regulatory compliance.” *Id.*

Based on our review of the record, we find no basis to question the agency’s assessment. In this regard, we note that Tanaq’s quotation made no mention of subcontractors in its stormwater management section. See AR, Exh. 6, Tanaq Management Plan Quotation at 99-100. Even if we were to treat the protester’s use of the term “resources” as meant to convey the meaning “subcontractors,” we agree with the agency that the bare statement in the quotation that Tanaq would “provide personnel and resources” for stormwater management was insufficient to meet the requirement for the vendor to “describe [its] use of subcontractors.” *Id.*; RFQ at 16.

In addition, we find unavailing the protester’s argument that it did not need to address regulatory compliance because the agency, as the permit holder, was responsible for its compliance with permit regulations. See Protest at 26. First, the protester’s argument is inconsistent with the express solicitation language, which required vendors to describe in their stormwater management plan “how they will . . . ensure regulatory compliance for all site storm water systems.” RFQ at 16. The solicitation also required the stormwater management plan to describe “how the contractor intends to . . . maintain compliance for storm water systems with the Watershed and other regulatory bodies as stated in the PWS.” *Id.* Indeed, the PWS’s stormwater management section plainly stated that “the contractor . . . shall be responsible for compliance and permitting.” AR, Exh. 2, PWS at 79. Despite these requirements, Tanaq’s stormwater management plan only included a single sentence about regulatory compliance: that Tanaq would “[r]ecommend stormwater system retrofits to improve system compliance with regulations and improve performance.” See AR, Exh. 6, Tanaq Management Plan Quotation at 100. Accordingly, we find that the agency reasonably concluded that the protester’s stormwater management plan failed to meet the solicitation requirements.

In sum, we find that the record fully supports the agency's evaluation finding that the protester's quotation did not meet the solicitation requirements for four of the ten elements under the management plan factor. We also find that the agency, based on these evaluation findings, reasonably assigned a rating of unacceptable to the protester's quotation under the management plan factor, and reasonably assigned an overall rating of unacceptable to the protester's technical quotation.<sup>5</sup>

#### Best-Value Tradeoff Decision

Finally, the protester argues that the agency's best-value tradeoff decision was improper because the agency erroneously excluded Tanaq's quotation from the tradeoff analysis based on a flawed evaluation. Protest at 29-30; Comments at 17-18. As discussed above, we find no basis to object to the agency's evaluation. Accordingly, we dismiss this allegation because it does not provide an independent basis of protest. *DirectVizSolutions, LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 9.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>5</sup> While Tanaq also challenges a number of unfavorable aspects the agency assessed under the remaining six management plan elements, Protest at 18-22, 26-29, we find that the protester was not prejudiced by the assessment of those unfavorable aspects. Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *HP Enter. Servs., LLC*, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6.

Here, the record shows that the agency evaluated Tanaq's quotation as meeting requirements under those six elements despite the assessed unfavorable aspects and, thus, the agency did not rely on these unfavorable aspects when assigning a rating of unacceptable to Tanaq's management plan. See AR, Exh. 3, Phase 2 Technical Evaluation Report at 41-44 (citing the failure to meet four management plan elements as the basis for Tanaq's unacceptable rating under this factor). Accordingly, we conclude that even if the agency erred in assessing these additional unfavorable aspects in Tanaq's quotation, the protester cannot show that it was prejudiced by any such error.