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Decision

Matter of: Repaintex NS Property, LLC

File: B-422513.3; B-422513.4

Date: January 29, 2025

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DIGEST

Protest challenging an agency's technical evaluation of the protester's proposal is denied where the evaluation was reasonable and performed in accordance with the terms of the solicitation, and where the protester is unable to demonstrate competitive prejudice.

DECISION

Repaintex NS Property, LLC (Repaintex), an 8(a) small business located in Leesburg, Virginia, protests the award of a contract to Tanaq Government Services, LLC (TGS), an 8(a) small business located in Anchorage Alaska, under request for proposals (RFP) No. 47PN1123R0001, issued by the General Services Administration (GSA), Public Building Services, for custodial services at the Orville Wright and Wilbur Wright federal buildings in Washington, D.C. The protester argues that the agency unreasonably evaluated its technical proposal. The protester also challenges the agency's evaluation of the awardee's proposal and argues the best-value determination and award were unreasonable.

We deny the protest.

BACKGROUND

The agency issued the solicitation on March 22, 2023, as a set-aside for participants in the Small Business Administration's 8(a) Business Development Program in

accordance with Federal Acquisition Regulation (FAR) subpart 19.8.¹ Agency Report (AR), Exh. 1, RFP at 2; Contracting Officer's Statement (COS) at 2. The successful offeror will provide all management, labor, and equipment for standard and "above standard" custodial services at the two buildings. *Id.* at 13, 18. Among the services to be provided are custodial services at the child care center located in the Orville Wright building, integrated pest control, and snow removal. *Id.* at 30 (snow removal), 37-42 (pest control), & 42-48 (child care center).

The solicitation contemplated award of a single indefinite-delivery, indefinite-quantity contract, with a 1-year base period and four 1-year option periods.² RFP at 2, 63, 198. The RFP provided that award would be made on a best-value tradeoff basis, with the combined technical evaluation factors considered significantly more important than price. The technical factors were prior experience, past performance, and management plan; management plan was more important than prior experience and past performance, which were equally important. *Id.* at 216.

The management plan factor was comprised of two subfactors, management approach and technical approach. *Id.* at 202-04. Under the management approach subfactor, offerors were to submit a staffing plan, a monthly progress and communication plan, and a quality control plan. RFP at 202-03. Under the technical approach subfactor, offerors were to submit a cleaning plan and a national computerized maintenance and management system usage and data management plan. *Id.* at 203-04. Only the staffing, quality control, and cleaning plans are relevant to this protest.

The solicitation provided for a two-phase evaluation. In phase one, offerors were to submit the prior experience and past performance portions of their technical proposals and their price proposals. *Id.* at 198-99. Following evaluation, the agency would identify offerors with a low probability of success and notify them by letter. *Id.* at 199. Offerors receiving the letter would be allowed to participate in the next phase but were required to notify the agency they would be continuing in the competition. *Id.* For phase two, offerors would submit the management plan portion of their technical proposals. *Id.* at 199-200.

Evaluators would assign an adjectival rating of excellent, very good, neutral, acceptable or unacceptable for each technical factor. AR, Exh. 8, Source Selection Evaluation Board (SSEB) Rept. - Phase I at 7. Proposals rated as unacceptable were ineligible for

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. This program is commonly referred to as the 8(a) program.

² The solicitation was amended six times, none of which are relevant to the protest issues here. References herein to the RFP are to the initial solicitation. Citations to the record use the Adobe PDF pagination of documents produced in the agency report.

award. *Id.* Price would be evaluated for reasonableness pursuant to FAR section 15.404-1. RFP at 206. The source selection evaluation board would then convene to determine the overall technical rating for each proposal, rank offerors, conduct the tradeoff of price and non-price factors, and decide which offeror would be awarded the contract. *Id.* at 200, 206.

GSA received 25 proposals during phase one, including proposals from Repaintex, which is the incumbent contractor, and TGS. AR, Exh. 8, SSEB Rept. - Phase I at 3. Neither Repaintex nor TGS was identified as having a low probability of success after phase one and both offerors submitted proposals in phase two. During phase two, GSA received 14 proposals. AR, Exh. 10, Corrective Action Best-Value Determination at 3. Following evaluation of the management plans in phase two, the agency rated three proposals as acceptable or higher overall; Repaintex's proposal was not among the three. AR, Exh. 12, Price Reasonableness Memorandum/Award Decision at 4-5. GSA assigned the protester's proposal a rating of unacceptable under the management plan factor because the proposal did not meet all the solicitation requirements.³ AR, Exh. 14, Post-Award Debriefing at 7. TGS's proposal was determined to be the best value and GSA awarded the contract to it on March 25, 2024. COS at 2.

Repaintex protested the award to TGS on April 9. *Id.* GSA advised our Office it was taking corrective action consisting of reevaluating the proposals submitted in phase two, and we dismissed the protest as academic. *Repaintex NS Property LLC*, B-422513, Apr. 24, 2024 (unpublished decision).

The agency reevaluated the management plans of the 14 phase two proposals. AR, Exh. 10, Corrective Action Best-Value Determination at 8. The ratings for twelve proposals, including Repaintex's and TGS's, remained the same; the ratings of two proposals changed from acceptable to unacceptable. As a result, only TGS was eligible to receive award after the corrective action reevaluation. GSA concluded that TGS's proposal provided the best value to the government because it met all the requirements and offered a fair and reasonable price. *Id.* at 17. GSA notified Repaintex of the award to TGS on October 10 and this protest followed. AR, Exh. 15, Notice of Unsuccessful Offeror at 1.

DISCUSSION

Repaintex argues that GSA unreasonably evaluated its management plan as unacceptable and challenges weaknesses the agency assessed to its staffing plan, quality control plan, and cleaning plan. Protest at 10-18; Revised Comments & Supp.

³ The agency provided rating guidelines for a rating of unacceptable which stated that "[t]he [proposal] indicates the Contractor is unlikely to meet some or all of the requirements of the Solicitation. An 'unacceptable' proposal cannot be awarded. The overall quality of the proposal is not acceptable, there is a limited probability of success and a high level of overall risk to the Government is recognized." AR, Exh. 8, SSEB Rept. - Phase I at 7.

Protest at 2-26. The protester also contends that the agency unreasonably evaluated TGS's proposal under the prior experience and past performance factors and conducted a flawed price reasonableness evaluation that resulted in an unreasonable best-value determination. Protest at 18-27; Revised Comments & Supp. Protest at 26-30. As discussed below, we find that the protester's arguments do not provide a basis for sustaining the protest.⁴

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *BES Fed. Sols. JV, LLC*, B-420550, B-420550.4, May 11, 2022, 2022 CPD ¶ 116 at 4. Rather, we will review the record only to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* A protester's disagreement with reasonable evaluation judgments does not provide a basis to sustain its protest. *Id.* Moreover, an offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *RIVA Sols., Inc.*, B-418408, Mar. 31, 2020, 2020 CPD ¶ 133 at 4. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Adino Inc.*, B-412144, Dec. 24, 2015, 2016 CPD ¶ 7 at 6.

Management Plan Evaluation

GSA assigned Repaintex's proposal a rating of unacceptable under the management plan factor because of weaknesses assessed under the management and technical approach subfactors. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 4-7. Specifically, the agency found weaknesses in the protester's staffing, quality control, and cleaning plans; as a result, the agency found that the protester's proposal did not meet the solicitation requirements. The agency concluded therefore that the proposal warranted a rating of unacceptable because it was "unlikely to meet some or all" of the solicitation requirements. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 7; AR, Exh. 10, Corrective Action Best-Value Determination at 14. For the reasons below, we find the agency's evaluation of Repaintex's proposal under the management plan factor to be reasonable and we deny this protest ground.

⁴ While we do not address every argument made by the protester, we have reviewed them all and find no basis to sustain the protest. For example, Repaintex challenged the agency's price reasonableness evaluation and the agency provided a detailed response to these allegations in its agency report. In its comments responding to the agency report, the protester made no further mention of its price evaluation allegations. Accordingly, we dismiss these allegations as abandoned. *TekSynap Corp.*, B-419464.3, B-419464.4, Jan. 5, 2023, 2023 CPD ¶ 40 at 4 n.4.

Quality Control Plan

The agency assigned Repaintex's proposal two weaknesses pertaining to its quality control plan: one weakness for not addressing the child care center or pest management and one weakness for providing inadequate detail in its proposal about inspections. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 5-6. Repaintex argues the two weaknesses are unreasonable and result from the application of unstated evaluation criteria. Specifically, the protester contends the solicitation did not require offerors to discuss pest control or the child care center in their quality control plans. Protest at 14-15; Revised Comments & Supp. Protest at 11-13. The protester also asserts that its proposal contains extensive detail explaining its methodology for inspections and corrections to ensure the work performed is high-quality. Revised Comments & Supp. Protest at 14-18. Based upon our review of the record, we find the agency's evaluation to be unobjectionable.

The RFP provides that the agency will evaluate offerors' quality control plans on how they provide for continued services, prevent potential service disruptions, and perform corrective action timely. RFP at 203. The offeror's quality control plan should detail its "methods, frequencies, documentation, and remedies for ensuring that work performed is of the highest quality" and "describe the procedures for correcting problems and addressing Quality Assurance findings." *Id.* Offerors are advised that their plans "should be tailored to address the different requirements of the [performance work statement (PWS)], including custodial and other related requirements." *Id.*

The PWS is set forth in section C of the solicitation and specifies the custodial and other related services to be performed under the contract. *Id.* at 14-58. Section C describes standard cleaning services, as well as other required cleaning services, such as "above standard" cleaning services, service calls, trash and recycling management, pest management, and child care center specific cleaning requirements. *Id.* In this regard, the RFP includes separate subsections for pest management and child care center cleaning services. *Id.* at 39-48.

GSA found that the protester's quality control plan did not address the child care center or pest control and assigned a weakness to the protester's proposal. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 5. Although Repaintex contends that the solicitation evaluation criteria for the quality control plan did not require a discussion of pest control or the child care center, we do not find that the agency's assignment of the weakness was improper. In evaluating a proposal, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by or related to the stated evaluation criteria. *Preferred Sys. Sols.*, B-291750, Feb. 24, 2003, 2003 CPD ¶ 56 at 2. The record shows that Repaintex's quality control plan failed to include any discussion of pest management or the child care center. Because pest management services and the specialized requirements of the child care center are required by the PWS requirements and logically encompassed within the evaluation criteria, which provide for consideration of the extent to which offerors will "ensure the quality of services performed under this [s]olicitation" by providing continued services,

preventing service disruptions, and performing timely corrective action, it was reasonable for the agency to assign a weakness to the protester's proposal for failing to address those services in its quality control plan. RFP at 203.

GSA assigned the protester's proposal a second weakness pertaining to its quality control plan because there were several areas the protester did not address in sufficient detail. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 5-6. In particular, the agency found that Repaintex's quality control plan identified a "dedicated quality control inspector" and stated that "[l]eadership needs to perform regular quality checks," but no inspector positions were identified elsewhere in the proposal and there was no indication what "leadership" positions Repaintex intended. *Id.* (quoting Repaintex's proposal, AR, Exh. 6, Repaintex Management Plan at 7, 32). The agency also determined the protester's random sampling inspection "represents a flawed [quality control plan] approach as it does not include 100 [percent] inspection of infrequently performed activities such as annual window washing, snow removal." *Id.*

The protester takes issue with the agency's evaluation here because, in the protester's view, the agency misread its proposal, which provided the necessary details. Revised Comments & Supp. Protest at 13-18. The protester first contends that its discussion of key personnel leadership clearly identifies its project management and supervisors who are responsible for cleaning and maintenance oversight. *Id.* at 16-17. The protester argues that its proposal explains that day and evening supervisor positions will regularly inspect the janitorial staff's work to ensure the performance standards are met and that throughout its proposal, Repaintex details instances where on-site supervisors are required to perform daily inspections for quality assurance checks. *Id.* at 17-18; see *also* AR, Exh. 6, Repaintex Management Plan at 15-16, 24, 30-32. The protester also asserts the agency "misread or misconstrued" its proposal regarding the random sampling inspection approach to mean that only random inspections would occur; according to Repaintex, the agency's interpretation ignores the numerous references to daily inspections throughout its proposal. Revised Comments & Supp. Protest at 17-18.

The record demonstrates that the agency's evaluation was reasonable. As noted above, an offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *RIVA Sols., Inc., supra* at 4. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Adino Inc., supra* at 6.

Here, the record shows that the protester's quality control plan includes a discussion about a "dedicated quality control inspector" who reports directly to the management team; however, the staffing plan does not include such a position and the key personnel positions identified do not specify under which position this responsibility will fall. AR, Exh. 6, Repaintex Management Plan at 32. It was reasonable for the agency to assign a weakness to the protester's proposal given the vague statements about leadership or key personnel performing quality checks and inspection, when the quality control plan states a dedicated quality control inspector reports directly to the management team

and details the inspector's duties. At a minimum, the lack of clarity in the proposal leaves the agency to reasonably question who will fulfill this role and to reasonably find that this lack of detail is a proposal weakness.

Further, the record shows that the protester's quality control plan proposes inspections based on random sampling. Repaintex's proposal states that "inspection-based Quality Control Plan is heavily weighted towards surveillance, based on random sampling." AR, Exh. 6, Repaintex Management Plan at 32. The proposal also states that "random sampling will address multiple areas of contract service requirements in various areas of the facility." *Id.* Nothing in the proposal indicates that the protester will inspect 100 percent of any contract service, even services occurring annually. We do not think the agency misread or misconstrued the protester's proposed inspection approach regarding random sampling. If Repaintex intended to use a different approach for irregularly provided services, it was incumbent upon Repaintex to provide enough details in the proposal to convey that approach. We find therefore that the agency reasonably assessed the two weaknesses to the protester's quality control plan.

Cleaning Plan

The agency also assigned the protester's proposal four weaknesses relating to its cleaning plan. The weaknesses were for: (1) failing to address the child care center cleaning requirements; (2) proposing to use prohibited substances for deicing services; (3) failing to include heavy equipment used for snow removal services in its list of supplies and equipment to be used in contract performance; and (4) proposing inadequate cleaning frequencies. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 6-7. The protester challenges the weaknesses and argues that the agency unreasonably applied unstated evaluation criteria when assigning them. Revised Comments & Supp. Protest at 18-26. We address the protester's arguments regarding two of the weaknesses as representative examples below.

The protester argues that the first weakness was unjustified because the solicitation did not require offerors to specifically address cleaning the child care center in their proposals. Revised Comments & Supp. Protest at 18-21. We find no merit to Repaintex's evaluation challenge. Under the cleaning plan, the RFP required offerors to address their "approach[es] to performing all of the requirements of the PWS." RFP at 203. Offerors were advised that proposals would be "evaluated on the extent to which the plan demonstrates an effective, efficient and fully compliant approach that ensures all performance standards are consistently met." *Id.* The RFP directed offerors to submit a cleaning plan that detailed their "approach for ensuring all work outlined in the PWS is continually accounted for, scheduled, documented and completed timely." *Id.* at 203-204.

As noted above, section C of the RFP set forth the work to be performed under the contract, including a separate section for cleaning of the child care center. In this section, the RFP detailed specific cleaning requirements pertaining to the child care center, such as specific areas requiring cleaning (e.g. outdoor play area, restrooms and

diapering areas, and kitchen and food prep areas within the classroom), special cleaning products, quality standards, and frequencies. *Id.* at 43-48.

Repaintex's proposal included one reference to the child care center, as follows:

We then identify high-traffic areas, sensitive areas, and any specialized cleaning needs, such as daycare centers, food service areas, etc.

AR, Exh. 6, Repaintex Management Plan at 33. This statement appears at the beginning of the proposal section addressing the cleaning plan as part of the protester's assessment and evaluation section discussing the firm's development and implementation of its cleaning plan. *Id.* In its evaluation, the agency observed that this was the only reference to the child care center in the proposal and assigned a weakness to Repaintex's proposal. AR, Exh. 9, Corrective Action SSEB Rept. – Phase II at 6.

The child care center and its cleaning requirements were clearly encompassed within the PWS. This contract is for several types of custodial services and the cleaning services at the child care center were delineated in its own subsection of the PWS. Moreover, the evaluation criteria required offerors to address their approaches to "performing all of the requirements of the PWS" and advised that proposals would be evaluated on how their plans demonstrate that all performance standards are met. RFP at 203-204. The agency therefore reasonably assigned a weakness to Repaintex under the cleaning plan subfactor.

Repaintex argues that its proposal addressed the child care center cleaning requirements under its detailed approach that prioritizes high-traffic areas and description of its methodology for cleaning them. Revised Comments & Supp. Protest at 20-21; Supp. Comments at 16-18. In the protester's view, it identified the child care center as a high-traffic area and addressed all child care center cleaning requirements under its approach to cleaning high-traffic areas. Revised Comments & Supp. Protest at 20-21; Supp. Comments at 16-18.

We disagree and we do not think that Repaintex included the child care center custodial services as a subset of its approach to cleaning high-traffic areas. Reviewing the plain language of the proposal, the protester identifies a list of three areas, "high-traffic areas, sensitive areas, and any specialized cleaning needs." AR, Exh. 6, Repaintex Management Plan at 33. Within the specialized cleaning needs, the protester expressly identifies two other areas, "daycare centers" and "food service areas." *Id.* As written in the proposal, the child care center is a subset of a specialized cleaning need that is different and separate from a high-traffic area. Even assuming for argument's sake that the child care center could be included as a high-traffic area, the protester's proposal does not discuss any of the specific standards of the child care center set forth in the PWS requirements. We find it reasonable for the agency to conclude that Repaintex's proposal warranted a weakness for failing to address the child care center's cleaning requirements.

The protester also argues that the agency's assessment of the second weakness was unreasonable because it did not propose use of a banned substance for deicing. *Id.* at 21-22. As discussed below, based upon our review of the record, we conclude that the agency's evaluation was reasonable.

The RFP prohibited the use of "sodium chloride or calcium chloride salt" because of environmental concerns and child safety concerns. RFP at 29, 44. Repaintex's proposal described its approach to salting and deicing as follows:

To prevent ice from forming or to melt existing ice, salt and de-icing materials are applied to surfaces. Common deicers include rock salt, calcium chloride, and magnesium chloride. Proper application is crucial to minimize environmental impact and maximize effectiveness.

AR, Exh. 6, Repaintex Management Plan at 70. GSA found that the protester proposed to use banned substances and presented a substantial risk to the government, particularly because of the child care center, and assigned a weakness to the protester. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 6.

The protester argues that it merely identified the prohibited substance calcium chloride in its proposal and did not propose to use it. Revised Comments & Supp. Protest at 21-22; Supp. Comments at 19. In this connection, Repaintex explains that its "proposal clarified its reference to the banned substance and its strict intention to limit such use" which demonstrates its intent to ensure Repaintex performs snow and ice removal in an "environmentally sensitive manner to reduce risk." Supp. Comments at 19. In the protester's view, GSA unreasonably attributed a weakness to it for the mere mention of calcium chloride in its proposal. *Id.*

Based upon our review of the record, we find the agency's assessment of a weakness reasonable. The protester's proposal identifies a number of common deicers, including the prohibited substance, and states that proper application will minimize environmental impact. From the proposal, it appears that the protester intends to use the prohibited substance, calcium chloride, in deicing and will take care to properly apply it to "minimize environmental impact and maximize effectiveness." AR, Exh. 6, Repaintex Management Plan at 70. Contrary to the protester's argument, its proposal does not state that the protester will not use the substance. The RFP clearly states "[n]o sodium chloride or calcium chloride salt shall be used" and Repaintex has identified calcium chloride as a common deicer and proposed to apply it properly. RFP at 29. In this connection, the proposal's statement that "[p]roper application is crucial to minimize environmental impact" presumes use of the prohibited substance, thus it was reasonable for the agency to find a weakness for this aspect of Repaintex's proposal.

Staffing Plan

The protester also argues that the agency improperly assigned eight weaknesses to its staffing plan, resulting in the downgrading of its proposal's rating. Repaintex argues that the weaknesses were unreasonable, based on unstated evaluation criteria, and duplicative of one another. Revised Comments & Supp. Protest at 2-11. GSA responds that the weaknesses assessed were reasonable and explains that as a "result of a clerical error, some weaknesses appear twice in the Staffing Plan evaluation" in the corrective action reevaluation report. COS at 5 n.3. The agency contends that it "did not consider the total number of weaknesses but rather focused on the substance of these weaknesses in arriving at its conclusions." *Id.*

To begin, we address Repaintex's overarching allegation that the agency improperly duplicated weaknesses in evaluating its proposal, thereby distorting the evaluation findings to its detriment. By way of example, the record shows that weakness 3 identifies several flaws in Repaintex's proposal including: (1) its failure to explain how it would meet the PWS requirements using in-house and contracting resources, (2) its failure to address specific training milestones; (3) its failure to explain recruitment and retention of key personnel; (4) its failure to specifically address managing resources with a union agreement; and (5) its failure to describe proposed shifts and the number of staff assigned per shift. AR, Exh. 9, Corrective Action SSEB Rept. - Phase II at 4. The evaluators also noted in weaknesses 1, 2, and 8 that Repaintex's proposal does not identify shifts or shift hours. *Id.* at 4-5. In another example, the record shows that the evaluators assigned another separate weakness to the protester's proposal for failing to address how it "would recruit and retain key personnel" (weakness 7). *Id.* at 5. While the agency assures our Office that it focused on the substance of the weaknesses and not the number of the weaknesses in the evaluation report, the record shows that all eight weaknesses were discussed at length in the best-value determination in which GSA concluded that Repaintex's staffing plan was unlikely to meet "some or all of the requirements of the [s]olicitation." AR, Exh. 10, Corrective Action Best-Value Determination at 13-14.

We accord much greater weight to contemporaneous source selection materials than to representations made in response to protest contentions. *Celta Servs., Inc.*, B-411835; B-411835.2, Nov. 2, 2015, 2015 CPD ¶ 362 at 8-9. Furthermore, we give little weight to post-protest statements that are inconsistent with the contemporaneous record. *Caddell Constr. Co., Inc.*, B-411005.1, B-411005.2, Apr. 20, 2015, 2015 CPD ¶ 132 at 11. Nothing in the contemporaneous record indicates that the agency was aware of its clerical error prior to this protest. Accordingly, we find that the record fails to provide a basis for our Office to conclude that all the weaknesses assigned to Repaintex's proposal under the staffing plan were reasonable. See *Information Sys. & Networks Corp.*, B-415720.3, B-415720.4, April 30, 2018, 2018 CPD ¶ 165 at 4 (finding that an agency may not double-count aspects of a proposal in way that distorts the evaluation by repeatedly considering the same issue).

Notwithstanding this error in GSA's evaluation under the staffing plan, we conclude that Repaintex did not suffer competitive prejudice. Competitive prejudice is an essential element of every viable protest. *Armorworks Enters., LLC*, B-400394.3, Mar. 31, 2009, 2009 CPD 79 at 3. Where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *RK Consultancy Servs., Inc.*, B-420030, B-420030.2, Nov. 3, 2021, 2021 CPD ¶ 356 at 6.

Here, based on our review of the record, we see no basis to conclude that correcting the agency's errors would have resulted in a different rating, *i.e.* a rating higher than unacceptable, for the protester's proposal under the management plan factor. Although it appears that correcting these errors could have resulted in the elimination of certain findings of weakness, other weaknesses would be unaffected, and it does not appear that elimination of some of the weaknesses would have affected the rating of unacceptable under the management plan factor.

Moreover, even if we were to assume that Repaintex received no weaknesses under its staffing plan and the agency determined that its staffing plan met the solicitation requirements, GSA reasonably determined that Repaintex's proposal did not meet the solicitation requirements of the quality control plan and the cleaning plan. Repaintex's proposal would still not meet the guidelines for a rating of acceptable. Thus, we conclude that Repaintex would not have had a substantial change of receiving award.

In summary, we find that GSA reasonably assigned weaknesses to Repaintex's proposal under the quality control plan and the cleaning plan for failing to meet the agency's requirements. Accordingly, we conclude that GSA's rating of the protester's proposal as unacceptable under the management plan factor was unobjectionable and we deny this protest ground.

Interested Party

As noted above, Repaintex also challenges the agency's evaluation of TGS's prior experience and past performance, arguing that TGS's proposal should not have received a rating of excellent for the former and a rating of very good for the latter. Revised Comments & Supp. Protest at 26-29. Repaintex also argues that the best-value determination is unreasonable. However, as we find that the agency reasonably assigned Repaintex's proposal a rating of unacceptable for the management plan technical factor, the protester is not an interested party with respect to its remaining protest grounds.

Under our Bid Protest Regulations, a protester must be an interested party, that is, an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award a contract. 4 C.F.R. § 21.0(a)(1).

As we have explained previously, a protester whose proposal has been rated unacceptable is an interested party to challenge the acceptability of the awardee's proposal where the awardee's proposal is the only acceptable one because if the protest were sustained, no firms would be eligible for award and the agency may be faced with resoliciting the requirement, in which the protester would be eligible to compete. *BANC3, Inc.*, B-416486, B-416486.2, Sept. 10, 2018, 2018 CPD ¶ 316 at 3 n.2. However, a protester whose proposal has been rated unacceptable is not an interested party to raise other challenges to the evaluation of the awardee's proposal where the awardee would still be eligible for award. See, e.g., *Sevatec, Inc.*, B-410665, B-410665.3, Jan. 21, 2015, 2015 CPD ¶ 332 at 6 n.4 (dismissing allegations that challenge the agency's evaluation of the awardee's past performance because even if awardee had no past performance and was rated neutral for past performance, the awardee would still be eligible for award). This is so because the protester would not be in line for award even if its challenges were to be sustained. *Id.*

Here, while the protester argues that TGS should have been evaluated less favorably than Repaintex for the other technical factors, it does not contend that TGS should have been excluded from the competition. Since TGS would still be eligible for award, and since we have concluded that the agency reasonably evaluated Repaintex's proposal as unacceptable, thereby rendering it ineligible for award, Repaintex is not an interested party to raise its other protest grounds. 4 C.F.R. § 21.0(a)(1).

The protest is denied.

Edda Emmanuelli Perez
General Counsel