



Decision

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Matter of: Booker DiMaio, LLC

File: B-423224

Date: March 17, 2025

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Shirin Ahlhauser, Esq., General Services Administration, for the agency.
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DIGEST

Protest challenging agency's technical evaluation of the protester's quotation 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

Booker DiMaio, LLC (Booker), a small business located in Sykesville, Maryland, protests the evaluation of its quotation under request for quotations (RFQ) No. 47HAA024Q0020, issued by the General Services Administration (GSA), to establish multiple blanket purchase agreements (BPAs), for project management support services. The protester challenges the agency's evaluation of its technical quotation as ineligible for award.

We deny the protest.

BACKGROUND

On May 3, 2024, GSA issued the RFQ under Federal Acquisition Regulation (FAR) subpart 8.4 to vendors holding GSA multiple award schedule contracts for special item number 54151S.¹ Agency Report (AR), Tab 2, RFQ amend. 2 at 1, 5. The RFQ was

¹ The solicitation was amended twice. All references herein to the RFQ are to the final conformed version in amendment 2 and all references to the statement of work (SOW) are to the final conformed version in amendment 1. Citations to the record use the Adobe PDF pagination of documents produced in the agency report.

issued as a small business set-aside and sought to establish multiple BPAs for a 5-year ordering period. *Id.* at 1, 4-5, 18. The maximum combined total value of orders under the BPAs will be \$75 million over five years. AR, Tab 3, SOW amend. 1 at 6.

The RFQ contemplated that BPAs would be established with at least two responsible vendors whose quotations conform to the solicitation requirements and provide the best value to the agency. RFQ amend. 2 at 9. The solicitation identified the following three non-price evaluation factors the agency would consider: technical understanding, management plan, and past performance. *Id.* at 16. The RFQ advised that all non-price factors, when combined, were more important than price. *Id.* The RFQ also explained that technical understanding by itself was more important than price and that price and past performance were considered equal. *Id.* In addition, the RFQ provided that the agency would evaluate total price reasonableness and evaluate the price quotation for consistency with an understanding of the RFQ and SOW requirements. *Id.* at 15.

As relevant to this protest, the technical understanding factor required a vendor to document its technical understanding of the SOW requirements, the most suitable technical approach for the vendor to perform the requirements, and the vendor's ability to perform the requirements. *Id.* at 11. The SOW identified ten task areas to be addressed for the technical understanding factor within a limitation of 17 pages for this factor.² *Id.* at 7, 11. The RFQ cautioned that any task area not addressed in the quotation or that the agency deemed not met would result in the assignment of a deficiency. *Id.* at 11. Further, the solicitation advised that any quotation failing to receive a rating of acceptable or higher for the technical understanding factor would not be evaluated further.³ *Id.*

The agency received quotations from 40 vendors by the June 4 submission deadline. AR, Tab 6, Technical Evaluation Board (TEB) Report at 2. Thirty-one of these quotations, including Booker's, were "determined to be responsive to the RFQ" and evaluated by the TEB. AR, Tab 4, Award Decision Memo. at 5.

² The ten task areas are: (1) business analysis and requirements management; (2) project planning; (3) project management; (4) smart buildings support; (5) technology assessments; (6) data integration support; (7) data management support; (8) acquisition services support; (9) post-implementation review; and (10) additional support. RFQ amend. 2 at 11; SOW amend. 1 at 9-17.

³ Quotations were evaluated under the technical understanding factor as: excellent, good, acceptable, marginal, and unacceptable. RFQ amend. 2 at 10. A rating of acceptable was defined as meeting "all minimum requirements and indicates an adequate approach and technical understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. No deficiencies found. Risk of unsuccessful performance is moderate." *Id.* (emphasis omitted).

The TEB assigned Booker's quotation a rating of marginal under the technical understanding factor and did not evaluate it under the other two non-price factors.⁴ AR, Tab 6, TEB Report at 13-14. In this connection, the evaluators concluded that even though the quotation exhibited strengths in seven task areas, it also had three significant weaknesses and a deficiency which could not be offset.⁵ *Id.* at 13. The TEB assigned Booker's quotation a deficiency for failing to "demonstrate knowledge of the components of the smart building program." *Id.* Specifically, for task area 4 (smart buildings support), the quotation lacked sufficient detail about Booker's "level of experience and expertise in Building, Monitoring, and Control (BMC) systems and Smart Building experience"; the agency observed that the quotation was generic and "written with very basic project management references." *Id.* at 13-14. The evaluators found that Booker's quotation did not clearly meet the solicitation requirements and did not demonstrate "an adequate approach and technical understanding" of the agency's requirements. *Id.* at 14. The TEB concluded that the risk of unsuccessful contract performance was high. *Id.*

Of the 31 quotations evaluated, the TEB determined that 11 vendors received a rating of acceptable or higher for all three technical factors and evaluated these quotations for price. AR, Tab 4, Award Decision Memo. at 11. The agency determined that 8 of 11 vendors had fair and reasonable pricing. See *id.* at 12, 15. Following the price evaluation, the contracting officer found that Omnisolve Inc. and Censeo Consulting Group, Inc. (CCGI) represented the best value to the government. *Id.* at 16-18.

On December 2, 2024, GSA notified Booker that its quotation received a rating of marginal and that Omnisolve's and CCGI's quotations represented the best value to the government and were selected for establishment of the BPAs. Protest exh. 3, Unsuccessful Vendor Letter at 3-4, 6. Booker timely filed this protest with our Office.

DISCUSSION

Booker challenges the agency's evaluation of its quotation under the technical understanding factor, arguing that the assignment of a deficiency under the smart

⁴ The quotation defined a rating of marginal as "not clearly meet[ing] requirements and has not demonstrated an adequate approach and technical understanding of the requirements. The quotation has one or more weaknesses which are not offset by strengths. Contains one or more deficiencies that affect technical qualifications. Risk of unsuccessful performance is high." RFQ amend. 2 at 10.

⁵ In addition to the deficiency, which we discuss in greater detail below, the evaluators assigned Booker's quotation significant weaknesses for (1) exceeding the page limit for the technical understanding section; (2) not demonstrating knowledge of GSA's smart building program in providing project management support; and (3) asserting that Booker will work closely with the contracting officer to deliver acquisition support when the guidelines indicate vendors will work with the contracting officer's representative. AR, Tab 6, TEB Report at 13.

building support services was unreasonable. Protest at 8-12. In addition, the protester challenges the three significant weaknesses its quotation received under this factor and contends that they are unreasonable. *Id.* at 5-8. Booker further argues that the agency failed to properly document its award decision. *Id.* at 12-13. As discussed below, we find that the agency's evaluation of Booker's quotation was reasonable.⁶

Where, as here, an agency issues an RFQ to federal supply schedule vendors under FAR subpart 8.4 and conducts a competition for the establishment of BPAs, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Systems Integration & Dev., LLC*, B-417858.6 *et al.*, Nov. 2, 2020, 2020 CPD ¶ 376 at 5. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Systems Integration & Dev., LLC*, *supra*. Moreover, it is a vendor's responsibility to submit a quotation that responds to, and demonstrates a clear understanding of, the solicitation requirements; where a vendor fails to do so, the vendor runs the risk that the agency will evaluate its quotation unfavorably. *Verisys Corp.*, B-413204.5 *et al.*, Oct. 2, 2017, 2017 CPD ¶ 338 at 5, 8.

As relevant here, under the technical understanding factor, the RFQ provided that “[a]ll task and subtask areas in the BPA SOW's Section 5 shall be documented in sufficient detail to demonstrate technical understanding of all levels within that section. . . . Any task areas not addressed or met, shall be identified as a deficiency and/or potential risk for the evaluation.” RFQ amend. 2 at 11. For task area 4, smart buildings support, the SOW advised vendors to provide project management support skills for project planning and project management, as well as project management support skills “specific to smart buildings as detailed in this section, along with their related technologies.” SOW amend. 1 at 13. The SOW defined smart building technology areas to include without limitation: “building automation systems, advanced metering, physical access control, unified user interface, smart sensors, inventory management systems, and OT (operational technology)/IT [information technology] devices.” *Id.*

As noted above, GSA assigned a deficiency to the protester's quotation under the technical understanding factor for failing to “demonstrate knowledge of the components of the smart building program.” AR, Tab 6, TEB Report at 13. In this regard, the evaluators determined that:

The Offeror's section for Task Area 4: Smart Buildings Support lacks enough detail for the government to understand their level of experience and expertise in Building, Monitoring, and Control (BMC) systems and

⁶ While we do not address every argument made by the protester, we have reviewed them all and find no basis to sustain the protest.

Smart Building experience and results in a deficiency; it is written with very basic project management references.

Id. at 14.

Booker argues that GSA's assignment of this deficiency was improper because its quotation provided a thorough response to the smart buildings support requirement and that the agency applied unstated evaluation criteria. Protest at 9-12; Comments at 4-8. In this connection, Booker asserts that it was not required to provide "a detailed inventory of tools" and that vendors were advised that the specific tools and methods used in performance of the contract would be determined at the order level rather than with the establishment of the BPA. Protest at 10-12 (referencing the agency's compilation of responses to questions about the RFQ, AR, Tab 8, RFQ attach. 10, Compiled Questions and Answers at 6).

GSA responds that its evaluation was reasonable because the protester's quotation did not sufficiently address the smart building support task area; it simply emphasized generalized project management services, and it failed to show how the protester could meet the requirement. Contracting Officer's Statement (COS) at 6, 9-13; Memorandum of Law (MOL) at 11-14. For example, in response to this protest, the contracting officer explains that Booker's quotation made "no reference [to] or mention to Building Automation Systems (BAS), advanced metering, sensors, and or other [operational technology] in other sections or parts of the technical quotation," which were smart building technologies specified in the SOW. COS at 6. The contracting officer points out that Booker's quotation emphasizes "general project management, without demonstration or narrative that reflects an understanding of what it takes to evaluate systems for Smart Building technologies." *Id.*

Based upon our review of the record, we find that the agency reasonably assessed a deficiency to Booker's quotation under the technical understanding factor based on the agency's determination that Booker's quotation failed to demonstrate knowledge of smart building technology, and simply described general project management services. The evaluators were concerned that the protester's quotation lacked sufficient experience and expertise in smart building technology because the quotation was "written with very basic project management references." AR, Tab 6, TEB Report at 13.

As noted above, the RFQ required vendors to provide sufficient detail of their technical understanding in all ten task areas. The agency found that Booker's quotation did not adequately respond to task area 4, smart building support, and did not demonstrate its knowledge of smart building program components. *Id.* As we have recognized, it is a vendor's obligation to submit an adequately written quotation for the agency to evaluate, and a quotation that fails to address the solicitation requirements may reasonably be downgraded for lacking sufficient detail. *Verisys Corp., supra* at 5. While, as noted above, the protester disagrees

with the agency regarding the thoroughness of its response, it has not, in our view, demonstrated that the agency's findings were unreasonable.

To the extent that the protester argues that none of the contracting officer's explanation was documented in the TEB report, and that GSA failed to sufficiently document the importance of strengths, weaknesses, and deficiencies and the tradeoffs made, we disagree. Comments at 5-6, 9-11; *see also* Protest at 12-13. The RFQ contemplated the establishment of BPAs under FAR subpart 8.4 procedures, which provide for a streamlined procurement process with minimal documentation requirements. FAR 8.405-3(a)(7); *Sapient Gov't. Servs., Inc.*, B-410636, Jan. 20, 2015, 2015 CPD ¶ 47 at 3 n.2. While it is well-established that our Office accords greater weight to contemporaneous materials as opposed to judgments made in response to a protest, post-protest explanations that provide a detailed rationale for contemporaneous conclusions and fill in previously unrecorded details will generally be considered in our review as long as those explanations are credible and consistent with the contemporaneous record. *Enterprise Sols. & Mgmt. Corp.*, B-421776, Sept. 28, 2023, 2023 CPD ¶ 231 at 9.

Here, the evaluation documentation was sufficient to permit review and allow us to determine that the TEB evaluated Booker's quotation in accordance with the solicitation terms. *See, e.g., Citizant, Inc.; Steampunk, Inc.*, B-420660 *et al.*, July 13, 2022, 2022 CPD ¶ 181 at 13 n.6. Furthermore, we find the post-protest explanations from the contracting officer to be credible and consistent with the contemporaneous evaluation record. In this regard, the agency's post-protest submissions expounded on the TEB's finding that Booker did not demonstrate expertise or experience with smart building technology. This analysis is consistent with the agency's contemporaneous documentation of the basis for the deficiency, and which we conclude is reasonable.

In light of the reasonableness of the agency's assignment of a deficiency to Booker's quotation, we need not address the merits of the protester's remaining challenges to the evaluation of its quotation because we find that it has not demonstrated competitive prejudice. Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that the, 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. *Windsor Sols.*, B-415840, Mar. 23, 2018, 2018 CPD ¶ 118 at 5 n.6. Even if the three significant weaknesses assessed to the protester's quotation were removed, Booker would not have a substantial chance of receiving award because its quotation would still not receive a rating of acceptable due to the finding of a deficiency.⁷ As noted above, the RFQ required vendors to be rated acceptable or higher and advised that a rating of

⁷ We note that at least one of Booker's significant weaknesses was improperly assigned where the agency admitted it that it should not have noted a significant weakness for Booker's quotation that was related to a mistake in the SOW. COS at 8; MOL at 11.

acceptable had “[n]o deficiencies.” RFQ amend. 2 at 10. Booker’s quotation does not meet the guidelines for a rating of acceptable, and thus, Booker has not demonstrated competitive prejudice.

This protest is denied.

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General Counsel