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Decision

Matter of: Yukon Fire Protection Services, Inc.

File: B-422351

Date: April 25, 2024

Kristin E. Zachman, Esq., and Johnathan M. Bailey, Esq., Cokinos Young, for the protester.

Katherine B. Burrows, Esq., Samuel S. Finnerty, Esq., Daniel J. Figuenick, III, Esq., and Annie B. Hudgins, Esq., Piliero Mazza, PLLC, for Tradermasters Services, Inc., the intervenor.

Alexander Falciani, Esq., and Robert Notigan, Esq., General Services Administration, for the agency.

Michael P. Grogan, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's evaluation of protester's quotation is denied where the evaluation was reasonable and consistent with the stated evaluation criteria, and, to the extent there were any errors, the protester cannot establish any reasonable possibility of competitive prejudice.

DECISION

Yukon Fire Protection Services, Inc., a small business of Anchorage, Alaska, protests the General Services Administration's (GSA) establishment of a blanket purchase agreement (BPA) with Trademasters Services, Inc., a small business of Lorton, Virginia, pursuant to request for quotations (RFQ) No. 47PN1123Q0001, issued for facilities maintenance and repairs. The protester challenges the agency's evaluation of its quotation as unreasonable.

We deny the protest.

BACKGROUND

The agency issued the RFQ on April 5, 2023, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 8.4 (Federal Supply Schedules), to small business firms holding the GSA's multiple-award federal supply schedule (FSS) contract for

facilities maintenance and repair. Agency Report (AR), Exh. 1, Final RFQ at 4.¹ The solicitation contemplated the establishment of a single BPA, with fixed-price contract line items, with a 1-year base ordering period of performance and nine 1-year option periods. *Id.* GSA sought consolidated facilities, engineering, operation, maintenance, elevator, custodial and related services at the Alcohol Tobacco and Firearms (ATF) national headquarters building, in Washington, D.C. Contracting Officer's Statement (COS) at 2. The solicitation included a detailed performance work statement (PWS) describing the tasks to be performed. See AR, Exh. 2A, PWS at 1.

The solicitation advised that award would be made on a best-value tradeoff basis, considering four non-price factors, listed in descending order of importance: (1) management plan; (2) prior experience; (3) past performance; and (4) small business socioeconomic category designation. RFQ at 11. In turn, the management plan evaluation factor had two subfactors: (a) management approach; and (b) technical approach.² RFQ at 12-16. The solicitation advised that the non-price factors, when combined, were more important than price. *Id.* at 11.

GSA applied one of four adjectival ratings for each of the non-price evaluation factors, and for each quotation, overall: excellent; very good; acceptable; unacceptable. See AR, Exh. 3, Phase One Evaluation at 7-8. As relevant to this protest, the agency explained that a rating of "unacceptable" would be assigned where "the Contractor is unlikely to meet some or all of the requirements of the BPA" and where "there is a limited probability of success and a high level of overall risk to the Government is recognized." *Id.* at 8. The agency explained that an unacceptable quotation was not eligible for the issuance of the BPA. *Id.*

GSA conducted the competition in two phases. In the first phase, the agency evaluated vendors' prior experience, past performance, and price; in phase two, the agency evaluated vendors' management plans.³ RFQ at 12. The agency evaluated multiple phase two quotations, including Yukon's quotation. COS at 7. The following is a summary of the final ratings of Yukon's and Trademaster's quotations:

¹ All citations to the agency's report are to the Adobe PDF document page numbers.

² The management approach subfactor included the following elements: (i) staffing plan; (ii) monthly progress and communications plan; (iii) quality control plan; (iv) custodial and ground maintenance plan; and (v) snow removal plan. RFQ at 13-16. The technical approach subfactor included the following elements: (i) preventative and predictive maintenance plan; (ii) usage and data management plan; (iii) repair plan; (iv) project management and alteration project assistance plan; (v) service request and administration support plan; (vi) energy and water management approach; and (vii) elevator support plan. *Id.* at 16-19.

³ While no vendor was prohibited from submitting a phase two quotation, the solicitation explained that GSA would notify vendors if their quotations were deemed as "having low probability of success and a high overall risk" or if their "price quote is extremely non-competitive compared to a majority of the other offers." RFQ at 12.

	Trademasters	Yukon
OVERALL	VERY GOOD	UNACCEPTABLE
Prior Experience	Acceptable	Very Good
Past Performance	Very Good	Very Good
Management Plan	Very Good	Unacceptable
Price	\$35,466,950	\$37,095,302

AR, Exh. 8, Yukon Explanation of Award at 4.

In assigning an overall rating of unacceptable, GSA found that Yukon’s quotation included a “high level of overall risk to the Government” and a “limited probability of success” in performing the PWS. AR, Exh. 4, Phase 2 Evaluation at 33. The agency explained that under the management plan factor--the most important non-price evaluation factor--Yukon’s quotation included “a mix of some strong aspects and practices along with some very concerning deficiencies.” *Id.* at 32. In this regard, the agency’s evaluation, spanning 18 pages, identified some favorable aspects of the protester’s quotation, but also a significant number of unfavorable features.⁴ *Id.* at 16-34. Specifically, GSA explained that Yukon’s quotation failed to reasonably address several elements within the subfactors, and other portions of the protester’s quotation added significant risk. *Id.* at 33 (finding unacceptable Yukon’s quality control plan, project management and alteration project assistance plan, and elevator support plan, while also finding “significant risk” with aspects of Yukon’s preventative and predictive maintenance plan, and its energy and water management approach). As Yukon’s overall quotation received a rating of unacceptable, it was not eligible for award and thus not considered in the tradeoff. *Id.* at 34.

Following a brief explanation of GSA’s award decision, Yukon filed this protest on February 9, 2024.

DISCUSSION

Yukon challenges the agency’s evaluation under the management plan factor. Protest at 16-32; Comments at 2-11. In this regard, the protester contends GSA’s evaluation of the firm’s elevator support plan, project management and alteration project assistance plan, and quality control plan were unreasonable. According to Yukon, the agency’s evaluation deviated from the solicitation’s requirements, ignored salient aspects of Yukon’s quotation, and applied unstated evaluation criteria. The agency responds that its evaluation was reasonable and consistent with the terms of the RFQ. COS at 6-23;

⁴ A “favorable” aspect of a quotation was one “in which the requirements of the stated evaluation criteria have been met, and provides a positive benefit or advantage to the Government.” AR, Exh. 3, Phase One Evaluation at 7. An “unfavorable” aspect was one “in which the requirements of the stated evaluation criteria have not been met, increasing the risk of unsuccessful contract performance.” *Id.*

Memorandum of Law at 1-4. For the reasons that follow, we find no basis to sustain the protest.⁵

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or 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. *Digital Solutions, Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. 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. *DEI Consulting, supra* at 2.

Yukon challenges the reasonableness of the agency's evaluation of the firm's quotation under the management approach and technical approach subfactors. Although we have considered each of the protester's challenges and find that none provides a basis to sustain the protest, given the number of challenges raised, we have limited our decision to the resolution of several representative examples.

Elevator Support Plan

As one example, the protester contends GSA misevaluated Yukon's elevator support plan where the agency concluded the plan did not meet the requirements of the RFQ. Comments at 11. The solicitation explained:

The Elevator Support Plan addresses how the offeror intends to provide elevator program administrative and technical support to GSA (including communication and coordination regarding repair and maintenance activities performed by entities other than the offeror) as described in PWS Section C.6.12.2. The plan also addresses how the offeror will ensure compliance with all applicable safety codes and operating standards as described in PWS Section C.6.12.4 while maintaining all related documentation, including those described in PWS Section C.6.12.4.3.

RFQ at 19.

GSA's evaluation noted "a major unfavorable aspect" of Yukon's plan where the quotation did "not appear to conform with the requirements" in the PWS concerning elevator maintenance. AR, Exh. 4, Phase 2 Evaluation at 31. That is, despite the

⁵ Yukon raises other collateral allegations, and although our decision does not specifically address every argument presented, we have considered each argument and find that none provides a basis on which to sustain the protest.

RFQ's requirement for elevator maintenance and repair, Yukon's quotation suggested this was an optional service. See AR, Exh. 7, Yukon's Phase 2 Quotation at 99 ("If Elevator Maintenance and Repairs are requested by the [contracting officer] as an optional recurring service, we will provide a quote and will follow all applicable jurisdictional laws and regulations as well as [American Society of Mechanical Engineers] A17 standards."). The agency concluded Yukon's statement "suggests the vendor is not cognizant of the scope of requirements of PWS section C.2, Elevator Maintenance and Related Services, creating very significant risk to the vendor's quote." AR, Exh. 4, Phase 2 Evaluation at 31-32.

In retort, the protester argues other portions of its quotation were "written as if the Maintenance and Repairs are included and required." Comments at 11. However, it is a vendor's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. See *STG, Inc.*, B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 5-6. A vendor risks having its quotation evaluated unfavorably where it fails to submit an adequately written quotation. See *International Med., Corps*, B-403688, Dec. 6, 2010, 2010 CPD ¶ 292 at 8. Here, because Yukon's quotation contained seemingly contradictory information regarding whether it would perform required aspects of the PWS, we find nothing objectionable in the agency's evaluation.

The protester also contends GSA should have recognized that Yukon, on the incumbent contract, is performing these same requirements as mandatory services. Comments at 11. However, a vendor is not entitled to a specific evaluation assessment based on its incumbent status, alone; instead, quotations must be evaluated based on their merit in accordance with the terms of the solicitation. See *OBXtek, Inc.*, B-419478, B-419478.2, Mar. 23, 2021, 2021 CPD ¶ 156 at 8-9. An incumbent's quotation, lacking specific information required by the solicitation, may reasonably receive a relatively low evaluation rating, notwithstanding the firm's incumbent status. See *MarLaw-Arco MFPD Mgmt.*, B-291875, Apr. 23, 2003, 2003 CPD ¶ 85 at 9. On this record, we find no basis to conclude the agency's judgments were unreasonable.

Project Management and Alteration Project Assistance Plan

Yukon also challenges the agency's evaluation of its project management and alteration project assistance plan. Comments at 9-11. The solicitation explained that a vendor's plan should address "the quoter's strategy for detailing the capabilities and specific value added services to satisfy the technical support" and "should articulate the varying levels of resources available for different types of services, including the use of qualified in-house employees, corporate and/or subcontracted resources, and their roles in providing the service." RFQ at 18. The agency found that Yukon's plan did not meet the requirements of the RFQ, finding one major unfavorable aspect. AR, Exh. 4, Phase 2 Evaluation at 28-29. In this regard, GSA explained the protester's plan "does not clearly present which services are standard monthly services and which are reimbursable," as was required. *Id.* at 29. The agency further explained that Yukon's quotation appeared to offer conflicting statements, and that "no specific threshold

delineating base contract and reimbursable services levels is provided in the Plan for the Evaluation Panel to consider.” *Id.* GSA concluded that Yukon’s “inability to clearly identify which services are base-contract and which are reimbursable creates significant risk as the government is unable to determine the level of services proposed in the vendor’s quote.” *Id.*

The protester disagrees with the agency’s assessment, arguing GSA ignored the plain language of its quotation. Comments at 10-11. Yukon points to language in its quotation to suggest that it did, in fact, clearly describe what services were part of its proposed base services. See AR, Exh. 7, Yukon’s Phase 2 Quotation at 85 (noting that Yukon’s standard monthly services include, among other things, [DELETED]). However, this portion of Yukon’s narrative--which the agency expressly references in its negative evaluation finding--in no way diminishes GSA’s conclusions. Indeed, the evaluators took exception to the fact that Yukon’s quotation contained seemingly conflicting information as to which services would be reimbursable; the protester presents no cogent argument refuting GSA’s findings. *Compare id.* (“These services are all value-added services and would be provided as part of our base contract, with the exception of [DELETED].”) *with id.* (“Services that are available to ATF that are a part of our standard monthly services would be determined by Yukon . . .”). As stated, it is a vendor’s responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. *STG, Inc., supra* at 5-6. Yukon’s disagreement with GSA’s evaluation conclusions, without more, provides no basis for our Office to sustain the protest. *DEI Consulting, supra* at 2.

Remaining Evaluation Challenges

As set forth above, we find no basis to object to the agency’s evaluation of Yukon’s elevator support and project management and alteration project assistance plans as being technically unacceptable. While Yukon challenges some, but not all, of the agency’s additional unfavorable evaluation findings, we find that the protester cannot establish any reasonable possibility of prejudice even if we were to agree with some or all of the remaining objections.

In this regard, even assuming, for the sake of argument, that the protester’s remaining challenges to GSA’s evaluation of the firm’s quotation were meritorious, we conclude Yukon’s rating of unacceptable under the management plan (and overall rating of unacceptable) would remain unchanged. Yukon’s quotation was found not to meet the requirements of the RFQ concerning both its elevator support plan and its project management and alteration project assistance plan. AR, Exh. 4, Phase 2 Evaluation at 28-29, 31. The agency specifically found that the associated flaws in these aspects of the quotation were material on their own to render the quotation unacceptable. See *id.* at 33 (“The Project Management and Alteration Project Assistance Plan presents a good process to track and document work associated with this program, but it fails to clearly state what services are base-contract and which are reimbursable and the associated threshold, *an omission that renders this factor unacceptable.*”) (emphasis

added); *id.* (“The Elevator Support Plan is very concerning . . . [the quotation’s] conflict with the PWS *is so severe that the Plan is deemed unacceptable.*”) (emphasis added).

Additionally, there remains several unchallenged, unfavorable findings concerning Yukon’s quality control plan. *Id.* at 21-22. Furthermore, the protester does not challenge the agency’s finding of “significant risk” with aspects of Yukon’s preventative and predictive maintenance plan, and its energy and water management approach. *Id.* at 33. Finally, a rating of “unacceptable” (which would render a quotation ineligible for award) only required that a vendor be unlikely to meet “some” of the requirements of the RFQ. AR, Exh. 3, Phase One Evaluation at 8.

Accordingly, Yukon cannot establish a reasonable possibility of competitive prejudice, even if its remaining challenges to GSA’s evaluation under the quality control plan were sustained, because it is not apparent the firm’s competitive position would materially change. Competitive prejudice is an essential element of any 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. *AdvanceMed Corp.*, B-415360 *et al.*, Dec. 19, 2017, 2018 CPD ¶ 4 at 10; *DynCorp Int’l LLC*, B-411465, B-411465.2, Aug. 4, 2015, 2015 CPD ¶ 228 at 12-13; *see also Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.3 (finding no competitive prejudice where the presence of several remaining weaknesses would still support the agency’s ultimate evaluation determinations).

The protest is denied.

Edda Emmanuelli Perez
General Counsel