

DECISION

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**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-214209**DATE:** November 2, 1984**MATTER OF:** J&J Maintenance, Inc.**DIGEST:**

1. Evaluation subfactor limited to offeror's reputation or experience within a particular metropolitan area constitutes an unreasonable restriction upon competition where the actual needs of the agency, to insure that the offeror's local office is not markedly lower in quality than the offeror's other offices, can be satisfied through other means, i.e., evaluation of the qualifications and experience of the personnel to be assigned to the contract.
2. Protest concerning agency decision to obtain building operation, maintenance and tenant services from single contractor is denied since agency decision to procure these services from a single source comports with standard commercial practice and is otherwise reasonable.

J&J Maintenance, Inc., protests the allegedly unduly restrictive provisions of request for proposals No. SE-BM-4-03, issued by the General Services Administration (GSA) for the operation and maintenance of a federal office building in Seattle, Washington. We sustain the protest in part.

This solicitation in question is a GSA pilot venture in contracting for both the management and operation of a federal building. The firm awarded the contract during the pendency of the protest, Coldwell Banker, will be responsible for providing all services, will provide routine maintenance, and will be the initial contact with

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tenant agencies on operational matters. The initial term of the contract will be 1 year; there are option provisions for 2 additional years.

A major focus of J&J's protest is an evaluation subfactor delineated as "[c]orporate reputation in the Seattle area, verified through references of past performance." Offerors could earn up to 10 points under this subfactor, and up to another 5 points for another subfactor involving nationwide reputation. J&J contends that the Seattle reputation subfactor unfairly penalizes firms that have not worked in the Seattle area.

GSA responds that in some cases a firm with a good national reputation may have a poor reputation in a particular locality, and that the opposite may happen in other cases. Consequently, GSA believes that a firm's reputation in the Seattle area is reasonably related to the probability of successful performance under the contract.

Contracting agencies have broad discretion in determining the needs of the government and the methods of best accommodating those needs. PittCon Preinsulated Pipes Corporation, B-209157, June 28, 1983, 83-2 CPD ¶ 30. One limitation on this discretion, however, is that agencies must state only the actual minimum requirements of the government and not impose requirements which unduly restrict competition. Municipal & Industrial Pipe Services, Ltd., B-204595, Jan. 18, 1982, 82-1 CPD ¶ 39.

GSA's evaluation approach gives firms which have performed work in the Seattle area an evaluation advantage since only those firms are likely to have a reputation based on work in that locality. Outside firms, on the other hand, with no Seattle reputation, are automatically penalized by 10 out of 100 possible total evaluation points solely by virtue of their location. While we understand that GSA is concerned about local as well as national reputations, the effect of its evaluation approach goes beyond enabling GSA to appraise the local reputation of national companies, it also penalizes firms with no reputation in the local area. This would not be objectionable if GSA had a legitimate basis for requiring particular work experience in the Seattle area. GSA, however, has not asserted that it has any such basis. We therefore must conclude that the evaluation approach used here goes beyond the agency's needs and has the effect of unduly restricting competition.

We point out that what GSA seeks, an experienced, qualified contractor with a good track record and with qualified people, can be determined through the use of more general evaluation criteria measuring what offerors have done before as well as the experience and qualifications of the key personnel and other personnel proposed for the particular contract. See, e.g., Blurton, Banks & Associates, Inc., B-206429, Sept. 20, 1982, 82-2 CPD ¶ 238. This permits firms which have not done work in a particular location to propose on the same basis as those which have, and, at the same time, insures that GSA's interest in the caliber of the staff that will actually perform the work in the particular locality is taken into account. Further, should GSA's concerns encompass the offeror's knowledge of local conditions, building codes, etc., that requirement can be separately specified and evaluated, thereby giving outside firms the opportunity to demonstrate their understanding of local conditions, or lack thereof. See Space Age Surveyors, Inc., B-198752, et al., June 9, 1981, 81-1 CPD ¶ 467.

J&J also objects to GSA's combining of routine maintenance, building operation and tenant services into a single contract. According to J&J, a contractor such as itself, which deals only with the government, cannot have a reputation for providing this combination of services since GSA has not previously procured these services in this combination.

GSA replies that even though this is a pilot project for GSA, many, if not most, commercial office buildings employ firms which specialize in this type of work and that, in addition, the Departments of Defense and Energy and the National Aeronautics and Space Administration have awarded contracts for this type of work.

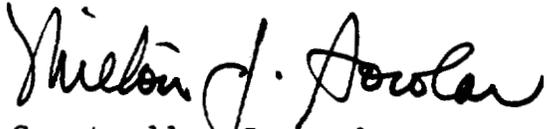
We have consistently held that it is for the contracting agency to determine whether to procure by means of a total package approach or to break out divisible portions of its total requirement. See, e.g., Secure Engineering Services, Inc., B-202496, July 1, 1981, 81-1 CPD ¶ 2. In such cases, it is incumbent upon the protester to show that the agency's approach is clearly unreasonable. Chicago City-Wide College, B-212274, Jan. 4, 1984, 84-1 CPD ¶ 51. J&J has not shown GSA's decision to obtain these services from a single contractor to be unreasonable in view of GSA's uncontradicted assertion that this combination of services comports with both standard commercial practice and the actions of other agencies.

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J&J also protests the qualification criterion requiring the offeror to have at least 3 years experience in the maintenance and operation of buildings, contending that it restricts competition and duplicates the evaluation criteria relating to experience. However, because GSA found that J&J satisfied this qualification criterion, J&J obviously has suffered no prejudice because of this criterion.

While we sustain J&J's protest against the evaluation of a firm's Seattle reputation, we are not recommending corrective action because the evaluation record indicates that J&J would not be in line for award even if this subfactor were eliminated.

The protest is sustained in part, denied in part and dismissed in part.

for 
Comptroller General
of the United States