



## Decision

**Matter of:** Phoenix Management, Inc.

**File:** B-416529.2

**Date:** November 2, 2018

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Alexis J. Bernstein, Esq., Lieutenant Colonel Byron Shibata, and Major Michelle Gregory, Department of the Air Force, for the agency.

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### DIGEST

1. Protest that the terms of a solicitation for furnishings management services are ambiguous is denied where the solicitation terms, including the historical workload data, coupled with the information offerors absorbed during the site visit, provides sufficient information on which offerors can compete intelligently and on a relatively equal basis.
  2. Protest that the agency was required to include information from a database which is maintained by the protester is dismissed; the protester cannot show that it has been harmed because the solicitation did not include information the protester already has due to its performance of the incumbent contract.
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### DECISION

Phoenix Management, Inc., of Austin, Texas, a service-disabled veteran-owned small business (SDVOSB), protests the terms of request for proposals (RFP) No. FA301618R0024, issued by the Department of the Air Force for furnishings management services (FMS) at Joint Base San Antonio (JBSA)-Lackland Air Force Base (AFB), San Antonio, Texas. The protester argues that the scope of the solicitation is not adequately defined in a manner to permit offerors to intelligently prepare proposals on an equal basis. Phoenix further argues that the agency failed to include in the solicitation certain additional information, which, in the protester's view, offerors will need to prepare proposals.

We deny the protest.

## BACKGROUND

Phoenix is the incumbent contractor for the existing FMS contract. Agency Report (AR), Tab 1, Contracting Officer's Statement (COS) at 6. As part of its responsibilities under the incumbent contract, Phoenix managed the Enterprise Military Housing (eMH) database to track inventory and record work performed. Id.

The Air Force issued the RFP on May 16, 2018, as a SDVOSB set-aside, under the commercial acquisition procedures of Federal Acquisition Regulation (FAR) part 12 and the simplified acquisition procedures of FAR part 13, to obtain FMS services. RFP at 1, 39. The solicitation anticipates the award of a fixed-price, requirements contract with a 5-year period of performance. Id. The contract scope includes "all management, labor, tools, equipment, transportation and materials," to operate the JBSA FMS contract. Id. at 52. The performance work statement (PWS) also requires furnishing and appliance movement services including "assembly, disassembly, installation, pick-up, and delivery of all required furnishings and appliances." Id. For example, when requested by the contracting officer's representative, the contractor shall "install, remove and store [government owned] mirrors as directed." Id. at 53. The PWS also listed each of the following types of buildings and facilities throughout the JBSA as those requiring service under this contract: unaccompanied housing, designated student facilities, permanent, pipeline/technical training and basic military training dormitories, family housing, general officer quarters, and fire station sleeping/lounge units. Id. at 52. In addition to providing FMS services, the solicitation requires the contractor to upload, extract and maintain data within the eMH database. Id. at 52; AR, Tab 9, amend. 3 at 3. Award will be made to the technically acceptable offeror with the lowest evaluated price who is deemed responsible and whose proposal conforms to the solicitation requirements. RFP at 39.

On June 5, the agency hosted a site visit where offerors were provided an opportunity to view approximately 14 buildings at various locations within JBSA-Lackland AFB in an effort to allow potential offerors to physically inspect the characteristics of each building type that could be serviced. AR, Tab 10, Decl. of Contract Administrator (August 14, 2018) at 1. The agency states that the site visit allowed potential offerors to examine the building characteristics of each building type, such as the number of floors, stairs, elevators, hallways, entrances, and exits, as well as the different furnishings and appliances in each building type. Id. The solicitation also provided appendices that included information such as the historical work load data which included data regarding the frequency of deliveries and repairs. RFP at 66-68.

On June 15, the agency issued amendment No. 1 which amended certain PWS provisions and extended the due date for receipt of proposals until June 29. AR, Tab 6, amend. 1 at 2. The agency received multiple proposals by the proposal due date. COS at 3.

On June 29, prior to the time set for receipt of proposals, Phoenix filed a protest with our Office arguing that the solicitation was materially defective because the agency failed to provide vital information in its possession that would define the agency's actual needs,

such that offerors could intelligently prepare their proposals on an equal basis. B-416529, Protest of Phoenix Management, Inc., (June 29, 2018). In response to this protest, on July 10, the Air Force issued amendment No. 2 which separated the workload between the three main JBSA locations, and provided historical workload data through May 2018. AR, Tab 7, amend. 2 at 17. On July 18, our Office dismissed Phoenix's protest as academic. Phoenix Management, Inc., B-416529. July 18, 2018 (unpublished decision).

On July 24, the agency issued amendment No. 3. This amendment extracted the workload data for both the Medina Training and Kelly USA Annexes from the JBSA Lackland workload data; extracted the Camp Bullis Training Annex workload data from the JBSA Fort Sam Houston workload; and, extracted the Seguin Fire Station workload data from the JBSA Randolph workload data. AR, Tab 9, amend. 3. at 3. Amendment No. 3 also extended the due date for receipt of proposals to 9 a.m. on July 26. Id. at 2.

Phoenix timely filed this protest on July 26, before the time set for receipt of proposals.<sup>1</sup>

## DISCUSSION

Phoenix asserts that the solicitation is materially defective in that it fails to provide the best information available that would define the agency's actual needs so that offerors can intelligently prepare proposals on an equal basis. Protest at 4. Specifically, the protester notes that while the solicitation lists five geographical locations for the JBSA installation, it does not identify specific buildings, and the specific number of buildings, that will be serviced under the contract. In addition, Phoenix argues that the solicitation fails to provide the characteristics of each building, such as the number of floors, number of rooms, elevator availability, width of the hallways, and stairwell width. Protest at 5. The protester also mentions another solicitation at a different location for similar services that breaks down the requirements by building and provides the number of rooms and floors in the building, as well as lists the furnishings. Id. at 12.

As a general rule, a contracting agency must give sufficient detail in a solicitation to enable offerors to compete intelligently and on a relatively equal basis. Crown Contract Servs., B-288573, Oct. 31, 2001, 2001 CPD ¶ 179 at 2. Further, when an agency solicits offers for a requirements contract on the basis of estimated quantities, the agency must base its estimates on the best information available. Dellew Corp., B-407159, Nov. 16, 2012, 2012 CPD ¶ 341 at 3. While the estimates need not be

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<sup>1</sup> In response to the protester's contention that the historical workload data in Appendix A for 2015-2018 contained incorrect completion timeframes for items 1-5 for each area (Protest at 3), on August 3, the agency notified our Office that it would take partial corrective action to correct the completion time frames in items 1-5 of Appendix A. Agency Notice of Partial Corrective Action (Aug. 3, 2018) at 2. Specifically, the agency stated that it would issue an amendment to provide annual, versus monthly, workload completion data in Items 1-5 of Appendix A. Id.

absolutely correct, the estimated quantities must provide a reasonably accurate representation of anticipated needs. Id.

The agency argues that a specific list or number of buildings is not predicative of the work that will be performed under the contract, and, therefore, this information was intentionally omitted from the PWS. COS at 6. In this regard, the agency notes that the PWS of the existing contract includes a listing of buildings. Id. The agency maintains however, that on average only 12 percent of the furniture inventory was serviced over the life of the current contract, and the majority of the buildings on the list were never serviced during the four years of the contract. Id. Therefore, the agency contends that the historical workload data provided in the RFP is the most accurate representation of the services that will be required, and is the best method for use in developing the contractor's price proposal. In addition, the agency argues that the solicitation provides all of the types of buildings that will be serviced under the contract. The agency also argues that it hosted a day-long site visit where all contractors were given adequate time to view the characteristics of each building type included in the scope of the solicitation JBSA-wide. COS at 7; AR, Decl. of Contracting Administrator (Aug. 14, 2018) at 1. During this visit contractors had access to stairs, elevators, hallways of the various types of buildings. Id.

Based on our review of the record, we conclude that the agency has adequately defined its requirements and provided the offerors with sufficient information to compete on a relatively equal basis. We agree with the agency that this historical workload data, coupled with the information that contractors gleaned from the day-long site visit, will permit offerors to compete intelligently and on an equal basis. As noted above, while an estimate must be based on the best information available it need not be absolutely correct. Here, the agency provided the actual historical workload data and a list of all of the types of buildings that would be serviced. This, coupled with the information gleaned from the site visit provided the most accurate representation of the services that will be required. We find the agency reasonably determined that the inclusion of a building list and additional information concerning the characteristics of those buildings in the solicitation was not predictive of the work to be performed under the contract and could, therefore, cause confusion regarding which services would be required under the contract.

We further see no basis to conclude that Phoenix has been prejudiced by the agency's decision not to include in the solicitation information from a database Phoenix maintains. Competitive prejudice is an essential element of every viable protest, and where none is shown or otherwise evident, we will not sustain a protest, even where a protester may have shown that an agency's actions arguably are improper. DNC Parks & Resorts at Yosemite, Inc., B-410998, Apr. 14, 2015, 2015 CPD ¶ 127 at 12; Interfor US, Inc., B-410622, Dec. 30, 2014, 2015 CPD ¶ 19 at 7. Simply put, Phoenix already has the information that it argues must be provided. On this basis, we find no harm to the protester and dismiss this protest allegation.

Finally, with respect to the protester's references to information that was provided to offerors in a previous procurement for the same services in a different location, each procurement stands alone; an action taken under a prior procurement is not necessarily relevant to the reasonableness of the action taken under the present procurement. JRS Mgmt., B-402650.2, June 25, 2010, 2010 CPD ¶ 147 at 4.

The protest is denied.

Thomas H. Armstrong  
General Counsel