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# Decision

**Matter of:** The Brewer-Garrett Company

**File:** B-420764

**Date:** August 10, 2022

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## DIGEST

Protest challenging agency evaluation of quotations and tradeoff decision is denied where the evaluation and tradeoff decision were reasonable and consistent with the terms of the solicitation.

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## DECISION

The Brewer-Garrett Company, of Middleburg Heights, Ohio, protests the establishment of a blanket purchase agreement (BPA) with Jones Lang LaSalle (JLL), of Chicago, Illinois, by the General Services Administration (GSA) under request for quotations (RFQ) No. 47PF0022Q0014 pursuant to the GSA Federal Supply Schedule, Multiple Award Schedule, for consolidated facilities management (CFM) services at four federal buildings in Ohio. The protester alleges that the agency erred in its evaluation of quotations and in the resulting best-value tradeoff

We deny the protest.

## BACKGROUND

The agency issued the RFQ on November 24, 2021, seeking to procure CFM services at four federal buildings in Ohio. Memorandum of Law (MOL) at 2. CFM services involve a single contractor managing and performing both traditional facility operation and maintenance (O&M) activities, such as electrical and plumbing maintenance, as well as more specialized services that may typically be handled by a separate contractor, such as elevator maintenance. MOL at 2; Agency Report (AR), Part 1,

Tab 1, RFQ, attach. 7, Performance Work Statement (PWS) at 672.<sup>1</sup> The solicitation contemplated issuance of a single BPA with a 7-month base period of performance and four 1-year options. Resulting services will be ordered on a fixed-price basis. RFQ at 3.

The RFQ contemplated award based on a best-value tradeoff among four evaluation factors, which are listed in descending order of importance: (1) past performance; (2) management plan and approach; (3) socio-economic status; and (4) price. *Id.* at 9. The RFQ also divided the management plan and approach factor into two subfactors: (1) management plan and (2) quality control plan. *Id.* The RFQ provided that the non-price factors, when combined, were more important than price. *Id.*

The agency received five quotations in response to the RFQ, including from the protester and JLL. MOL at 2. Following an initial evaluation, the agency issued discussion letters to each vendor, and the discussion letter issued to the protester asked several specific questions about areas of concern to the agency. *Id.*; AR, Part 3, Tab 6, Brewer-Garrett Discussion Letter at 1. For example, the discussion letter asked the protester to clearly state whether its past performance references included elevator maintenance services as part of the contract (whether self-performed or through a direct subcontractor). *Id.* Similarly, the agency called the protester's attention to the transition phase requirements of the PWS, and explained that tasks and frequencies were not proposed for various required services, such as elevator maintenance. *Id.* Following discussions, each vendor submitted a revised quotation. MOL at 2.

The agency evaluated the revised proposals and found that JLL's quotation was the highest technically rated by a significant margin. *Id.* Specifically, JLL received a score of 76 out of 100 on non-price factors and an overall rating of very good. AR, Part 3, Tab 11, Best-Value Determination at 25. By contrast, Brewer-Garrett received a score of 54 out of 100 on non-price factors and an overall rating of good. *Id.* However, Brewer-Garrett's quotation included a total evaluated price of \$21,631,479.35, while JLL's price was \$23,090,413.43. *Id.* The contracting officer ultimately determined JLL's superior non-price quotation justified paying an approximately \$1.4 million price premium, and the agency established a BPA with JLL. *Id.* at 29, 32. This protest followed.

## DISCUSSION

The protester alleges that the agency erred in its evaluation in numerous respects. First, the protester argues that the agency ignored advantageous features of its quotation that should have merited several additional strengths. Protest at 11-13. Second, the protester contends the agency applied unstated evaluation criteria to its quotation, assigning various weaknesses for failing to include information not required by the solicitation. *Id.* at 13-15. Third, the protester maintains that the agency erred by assigning numerous weaknesses to its quotation for allegedly failing to address

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<sup>1</sup> Citations to documents in the agency report are to the Bates numbers added by the agency; the protester's submissions have their own pagination.

requirements of the RFQ, when its quotation actually addressed the requirements in question. *Id.* at 15-19. Finally, the protester argues that the agency's best-value tradeoff was unreasonable and failed to justify paying a price premium for JLL's quotation. *Id.* at 19-20. We address these arguments in turn.<sup>2</sup>

### Alleged Strengths

The protester alleges that its quotation offered advantages to the government in several ways that the agency's evaluation ignored. Protest at 11-13. The protester notes that it is the incumbent O&M contractor at each of the four buildings covered by this procurement, and as the incumbent, the protester has specialized knowledge that the agency did not acknowledge in its evaluation. *Id.* In addition to arguing that it deserved a strength for its incumbent knowledge in general, the protester also identified other specific advantages of its quotation stemming from its incumbency. *Id.* For example, the protester notes that, as the incumbent, only it knows the extent to which the water systems in the buildings require frequent flushing to reduce lead levels and that its quotation included additional staff to manage those tasks, which should have merited a strength. *Id.* at 12. As an additional example, the protester contends that the list of electrical equipment in the RFQ is woefully incomplete, such that fewer than half of the actual inventory items were included. Protest at 12; Comments at 3-4. The protester notes that no other vendor could have addressed the agency's actual needs for maintenance of electrical equipment because no other vendor had access to the complete list of electrical equipment, and this should have merited a strength. *Id.*

The evaluation of technical quotations are generally matters within the agency's discretion, which our Office will not disturb unless they are shown to be unreasonable or inconsistent with the solicitation's evaluation criteria. *American Systems Corp.*, B-413952.3, B-413952.4, June 23, 2017, 2017 CPD ¶ 204 at 6-7; *NCI Information Systems, Inc.*, B-412680, B-412680.2, May 5, 2016, 2016 CPD ¶ 125 at 4; *ORBIS Inc.*,

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<sup>2</sup> The protester advances additional collateral arguments. While we do not address all of the protester's arguments, we have considered them and conclude that they provide no basis to sustain the protest. For example, the protester argued in its original protest that the agency unfairly assigned its quotation a weakness for failing to address annual training requirements, because its quotation specified that it would conduct training annually. Protest at 18. GSA substantively responded in its agency report to the protester's allegation by explaining that the protester's quotation was assigned a weakness because it did not address several specific required trainings concerning: asbestos; re-tuning; heating, ventilation, and air conditioning; and lead awareness. MOL at 9. The protester did not substantively respond concerning this protest ground in its comments. Where an agency provides a detailed response to a protester's assertions and the protester either does not respond to the agency's position or provides a response that merely references or restates the original allegation without substantively rebutting the agency's position, we deem the initially-raised arguments abandoned. *Citrus College; KEI Pearson, Inc.*, B-293543 *et al.*, Apr. 9, 2004, 2004 CPD ¶ 104 at 8 n.4. Accordingly, we consider this protest ground abandoned.

B-408033.2, June 3, 2013, 2013 CPD ¶ 140 at 4. An agency's judgment that the features identified in a proposal do not significantly exceed the requirements of the solicitation or provide advantages to the government--and thus do not warrant the assessment of unique strengths--is generally a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, 2019 CPD ¶ 33 at 8 n.4. Moreover, we have consistently stated that there is no requirement that an incumbent be given extra credit for its status as an incumbent, or that an agency assign or reserve the highest rating for the incumbent contractor. *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7.

As a preliminary matter, we note that the protester's claims principally center on the fact that the protester is the incumbent O&M contractor at these facilities. However, the agency contends that the current requirement is for CFM services which consolidate traditional O&M services as well as other services not currently being performed by the protester. MOL at 2. Accordingly, the agency argues that, while Brewer-Garrett may be the incumbent for part of the requirement, there is no incumbent contractor for the full scope of the requirement, and incumbency does not, in itself, automatically merit a strength. *Id.* at 3-4. We find nothing objectionable about the agency's position.

While the protester's incumbent O&M experience is certainly relevant to the procurement, we agree with the agency that the protester has not been performing the full scope of this requirement. Significantly, as addressed below, GSA found that the protester's quotation failed to adequately address certain areas, including elevator inspection and maintenance, that the protester is not currently performing as the incumbent. Moreover, even assuming the protester were performing the full requirement, as noted above, incumbency alone does not necessarily merit additional strengths. *Integral Consulting Servs., Inc.*, *supra*. We see no reason to question the agency's decision not to award a strength solely for the protester's incumbent experience relating to part of the requirements under these circumstances.

Turning to the protester's specific examples, we likewise see no reason to disturb the agency's judgment. Concerning the water systems, the protester argues that, based on its incumbency, only it knew the precise frequency at which the pipes should be flushed, and its quotation merited a strength on that basis. Comments at 3. The agency disagrees with the protester's assessment, countering that the solicitation included fifteen pages explaining the water management process in detail, including the necessity for flushing the pipes in the buildings in question. MOL at 4. Additionally, the agency submits that all vendors had an opportunity to do a site inspection and satisfy themselves about the need for flushing. *Id.* Accordingly, the agency did not view the protester's quotation--ostensibly based on the protester's alleged superior knowledge gained during the incumbent performance--as meaningfully exceeding the solicitation's requirements. *Id.*

On this record, we find no basis to object to the agency's evaluation. The agency is correct that the RFQ included significant information about flushing the water systems in the buildings and that vendors were afforded an opportunity to perform a site inspection. See RFQ at 532-552. We see no reason to conclude that other vendors could not have made their own judgment concerning the necessary frequency at which to flush the water system given the information provided. Accordingly, the agency's decision not to assign a strength to the protester's quotation on that basis is unobjectionable.

Turning to the protester's arguments about the electrical equipment, the protester alleges that the electrical equipment list included in the RFQ is so incomplete that there is "absolutely no way, based on the Solicitation alone, that any other offeror could actually know what is required" to meet the agency's needs in this regard. Protest at 12; Comments at 3-4. The agency responds that the maintenance of the inventory list of electrical equipment is a deliverable under the incumbent contract for which the protester was responsible. MOL at 5. While the agency concedes that the initial RFQ's original inventory list was incomplete, the agency notes that the solicitation was amended to include a more complete list provided by the protester under the incumbent contract. *Id.* GSA argues that the amended equipment list was sufficient to allow offerors to intelligently compete on a common basis.

While the protester and the agency disagree both about the completeness of the RFQ's electrical equipment list and the cause of any incompleteness, even reading this argument in the light most favorable to the protester, it would not provide a basis to sustain the protest. Assuming, for the sake of argument, that the protester is correct that the solicitation did not provide enough information for vendors to effectively address the agency's needs, such an argument is untimely. That is to say, the argument is effectively a claim that the solicitation either did not reflect the agency's requirements or was sufficiently ambiguous that vendors could not compete on a common basis. Such a protest should have been brought not later than the next time for receipt of quotations following the amendment of the solicitation that included an electrical equipment list the protester knew to be incomplete. 4 C.F.R. § 21.2(a)(1). A vendor competes under a vague or ambiguous solicitation at their peril, and the protester cannot now complain that it did not receive a competitive advantage because its quotation relied on information only the protester possessed. See, e.g., *Sheritech Pharmacy Piedmont, LLC*, B-413945, Nov. 7, 2016, 2016 CPD ¶ 325 at 4 n.2.

#### Unstated Evaluation Criteria

Next, the protester alleges the agency applied unstated evaluation criteria in evaluating its quotation. Protest at 13-15. Specifically, the protester notes that the agency assigned its quotation weaknesses for failing to include information concerning building automation systems (BAS), elevator inspection frequency, and maximizing equipment life while minimizing downtime. *Id.* However, the protester contends that its quotation included all information required by the solicitation, and the agency evaluators penalized the protester for not including information that the RFQ did not request. *Id.*

Where a protester challenges an evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. In that regard, procuring agencies are not required to identify every area that may be taken into account; rather, it is sufficient that the areas considered in the evaluation be reasonably related to or encompassed by the stated criteria. *Id.*

The protester's arguments are without merit. In each case, the solicitation expressly required submission of information omitted in the protester's quotation. For example, despite the protester's claim that the RFQ did not mention BASs or require any discussion of them, the solicitation clearly required that vendors address "specifics on the employee(s) using the BAS system, the training they will receive, the ways they will use the system and associated benefits, any subcontractor(s) and the support they will provide quantified in hours and associated services." AR, Part 2, Tab 2, RFQ Amendment 1 at 13.

While the protester argues in the alternative that its quotation addressed these requirements, we agree with the agency that the protester's quotation did not provide the specific information required by the RFQ. Comments at 11. For example, while the protester's quotation identified a large number of training courses, some of which would be relevant to employees working with BAS, the quotation did not indicate that employees working with BAS would receive the training or commit to actually conducting any specific BAS training. Rather, the quotation merely stated that Brewer-Garrett's "goal would be to get each member for the bargaining unit to one take [sic] class/year," without specifying which trainings would be taken or by whom. AR, Part 2, Tab 4, Brewer-Garrett Quotation at 57-59. In short, this weakness did not stem from an unstated evaluation criterion, but rather from an express requirement of the RFQ for specific information which the protester's quotation did not fully address.

Concerning elevator inspection frequency, the agency assigned the protester's quotation a weakness for failing to comply with the elevator inspection schedule provided in the PWS. In this regard, the RFQ required vendors to submit a quality control plan "tailored to address the different requirements of the PWS," and the PWS contained various requirements for elevator inspection methods and frequencies. RFQ at 11. For example, the PWS included an inspection schedule requiring, among other things, semi-annual and annual inspections in the month of May. AR, Part 2, Tab 3, RFQ Amendment 2 at 160-161. The PWS additionally noted that the schedule for safety inspections "is not a recommendation and must be adhered to." *Id.* at 230. In the agency's initial evaluation, the evaluators concluded that the protester's quality control plan did not provide certain information and included other information that appeared inconsistent with the RFQ's requirements. AR, Part 3, Tab 14, Contracting Officer's Statement (COS) at 9. For example, the protester's inspection schedule included annual inspections in April rather than in May, and did not indicate in what months the protester intended to perform semi-annual inspections, which could result in a desynchronization of scheduled inspections. See AR, Part 2, Tab 4, Brewer-Garrett Quotation at 66.

As a result, the agency included three specific questions in the discussion letter sent to Brewer-Garrett noting that various elevator-related information in Brewer-Garrett's quality control plan was missing or not appropriately tailored to the PWS. AR, Part 3, Tab 6, Brewer-Garrett Discussion Letter at 1. However, the protester's responses to the discussion questions did not meaningfully address the elevator inspection schedule or alter the relevant portions of its quality control plan. See, e.g., AR, Part 3, Tab 8, Brewer-Garrett Revised Quotation at 16. We see no basis to question the agency's decision to assign a weakness for the protester's deviation from the solicitation requirements when the information in question was clearly specified in the RFQ, and where the agency called the protester's attention to the missing information during discussions.

Lastly, the protester claims that it should not have been assigned a weakness for failing to explain how it would maximize equipment life and minimize downtime because the solicitation included no requirement to do so. However, the solicitation, as amended, specifically advised vendors that their quotations would be evaluated on the extent to which their preventative maintenance plans demonstrate "an effective, compliant, and efficient operation and maintenance of all equipment and systems while ensuring maximum equipment life and minimum downtime." AR, Part 2, Tab 2, RFQ Amendment 1 at 13.

In its comments, the protester pivoted and argues that it actually responded to this requirement--a requirement which the protester previously maintained did not exist--by proposing to perform maintenance on various items as part of its preventative maintenance plan. Comments at 7. The protester's discussion of proposed preventative maintenance, however, does not explain how it would ensure maximum equipment life and minimum downtime. Thus, where the protester's quotation only addressed part of the RFQ's requirements while failing to address other material elements, there is no basis for us to question the agency's decision to assign a weakness for failing to provide all required information.

### Erroneous Weaknesses

The protester also alleges that the evaluators erred by assigning various other weaknesses to its quotation related to its past performance, management and staffing plan, and quality control plan. Protest at 15-19. The protester contends that the agency either erred in its evaluation as a factual matter, or simply ignored relevant information supplied in the protester's quotation. *Id.*

The evaluation of quotations is a matter within the agency's discretion. *Advisory Technical Consultants*, B-416981.3, June 4, 2019, 2019 CPD ¶ 209 at 3. When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate quotations, but instead, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26,

2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. *Converge Networks Corp.*, B-415915.2, B-415915.3, Aug. 20, 2018, 2018 CPD ¶ 334 at 5.

### Past Performance

Concerning past performance, the protester challenges three aspects of the agency's evaluation. Protest at 15-16. First, the protester alleges that the agency ignored evidence that the protester performed or oversaw elevator maintenance work in its past performance references. *Id.* Second, the protester contends that the agency erred by assigning a weakness concerning one of its past performance references on the basis that it was two separate contracts with smaller scope, when the reference actually referred to two sequential contracts of similar scope. *Id.* Finally, the protester alleges that the agency assigned a weakness because the protester's past performance did not establish that the protester had performed complex systems work, but that this weakness, in effect, double counts the elevator maintenance weakness discussed above because elevators were the primary complex system in this procurement. *Id.*

As a general matter, the evaluation of a vendor's past performance is within the agency's discretion. We will question the evaluation conclusions where they are unreasonable or undocumented. *Clean Harbors Env'tl. Servs, Inc.*, B-296176.2, Dec. 9, 2005, 2005 CPD ¶ 222 at 3. The critical questions are whether the evaluation was conducted fairly, reasonably, and in accordance with the stated evaluation terms, and whether it was based on relevant information sufficient to make a reasonable determination of the firm's overall past performance. *Id.*

With respect to the first argument, we note that several of the protester's past performance narratives were ambiguous concerning whether the protester performed or oversaw elevator maintenance work. For example, the narratives indicated that the protester "works closely" with elevator maintenance contractors on several of its references, but does not clarify whether it was supervising, employing, or merely coordinating with those subcontractors. Of note, one of the ambiguous narratives concerned the protester's performance on the incumbent O&M contract, and the parties agree that a key difference between the incumbent effort and the current procurement is that the current procurement will involve direct oversight of elevator maintenance services. See Comments at 2; MOL at 2.

Given this context and the ambiguity of the protester's quotation, the agency evaluators were unable to determine whether several of the protester's past performance references reflected the performance or direct supervision of elevator maintenance. COS at 10-11. As a result, the evaluators included a specific question on this point in the discussion letter sent to Brewer-Garrett asking the protester to clarify whether the firm directly supervised elevator maintenance work. AR, Part 3, Tab 6, Brewer-Garrett Discussion Letter at 1. The protester's response largely reiterated for several references, including the incumbent contract, that it "work[s] closely" with the elevator



contractors that have “direct agreement[s] for O&M services with the” customers. AR, Part 3, Tab 7, Brewer-Garrett Revised Quotation at 2.

Vendors are responsible for submitting a well-written quotation with adequately detailed information that allows for meaningful review by the procuring agency, and where a vendor fails to do so, it runs the risk that a procuring agency will evaluate its quotation unfavorably. *WKG & Assocs., LLC*, B-409835, Aug. 26, 2014, 2014 CPD ¶ 250 at 7. Furthermore, a vendor that does not adequately respond to an agency’s request for additional or clarifying information during discussions risks having its quotation downgraded or rejected as technically unacceptable. See *Tyonek Global Servs., LLC; Depot Aviation Solutions, LLC*, B-417188.2 *et al.*, Oct. 4, 2019, 2019 CPD ¶ 354 at 16-17. Here, the protester’s narratives failed to clearly establish that the protester actually performed or supervised elevator maintenance work on several of its past performance references, and the protester then failed to provide sufficient supporting information in its response to discussions to address the agency’s concern. On this record, the agency’s decision to assign a weakness was unobjectionable.

Turning to the reference that spanned two contracts, the protester contends that the agency should have considered these contracts as one contract narrative because they represented sequential contracts that included an increase in scope during the second contract. Protest at 16. Preliminarily, we note that there is nothing in the protester’s quotation that clearly explains this. Rather, the protester’s quotation includes two contract numbers for the reference, but only a single contract start date, suggesting both contracts ran concurrently. Further, while the quotation explains that the “scope of work was expanded” to provide services at satellite locations, it does not explain how the work was allocated across the two contracts listed, whether temporally or otherwise.

As previously noted, vendors are responsible for submitting a well-written quotation with adequately detailed information that allows for meaningful review by the procuring agency. *WKG & Assocs., LLC*, *supra*. Accordingly, we find no basis to conclude that the agency erred in concluding that the reference did not meet the RFQ’s scope requirements based on the information available in the quotation. To the extent that Brewer-Garrett’s protest attempts to add additional context and clarification to the quotation, such arguments provide no basis to object to the agency’s evaluation of the quotation as submitted.

Moreover, we note that, even had the agency considered the two contracts as a single effort, the reference was also less relevant for other reasons. Specifically, the reference does not appear to include full-scope CFM work on three of the four sites covered by the contracts, which represented the vast majority of the square footage. COS at 11. Accordingly, even had the agency correctly guessed the relationship between the two contracts included as a single reference in the protester’s quotation, it is not clear that the evaluators would have reached a different conclusion.

Turning to the third argument, the protester alleges that the agency assigned a weakness to its quotation because it failed to address complex systems in sufficient

depth. Comments at 8-9. The protester contends, however, that the primary complex system included in the solicitation was elevator maintenance. *Id.* Accordingly, the protester argues that its quotation was, in effect, assigned two weaknesses for the same flaw. *Id.* We find no basis to object to the agency's evaluation.

First, the protester's narrow focus on elevator maintenance ignores that the RFQ's requirements include additional complex systems that the quotation failed to adequately address. Here, the solicitation required vendors to describe their past performance involving complex building systems—including, but not limited to, elevator maintenance—as part of their past performance submissions. See RFQ at 10. In this regard, the source selection decision assigned a weakness first because Brewer-Garrett's past performance did not uniformly involve performance of elevator services, and a separate weakness because not all of Brewer-Garrett's past performance references were clear on what "other complex systems" were included in the facilities. AR, Part 3, Tab 11, Best-Value Determination at 5. That is to say, this weakness was not assigned solely because of a lack of elevator maintenance experience, but rather because of a lack of clarity concerning complex systems in general in the protester's past performance references. While the agency's pleadings use elevator maintenance as an example of that lack of clarity rather than plumbing or high voltage electrical systems, the contemporaneous record suggests that this weakness is not, in fact, duplicative of the elevator maintenance weakness.

Second, even if the agency erred in assigning a second weakness for the same fault in the protester's quotation, it is not clear that such an error would have competitively prejudiced the protester. Competitive prejudice is an essential element to every viable protest, and where an agency's improper actions did not affect the protester's chances of receiving award, there is no basis for sustaining the protest. *American Cybernetic Corp.*, B-310551.2, Feb. 1, 2008, 2008 CPD ¶ 40 at 2-3. Here, the protester's technical quotation was significantly lower rated than the awardee's technical quotation both overall and specifically with respect to past performance, and it is unlikely that eliminating one of the four weaknesses assigned to the protester's past performance would make a meaningful difference in the competitive standing of the vendors. This is especially the case where the primary differentiators identified in the contemporaneous best-value determination were the awardee's superior staffing and understanding of the PWS requirements, rather than past performance. See AR, Part 3, Tab 11, Best-Value Determination at 29. For these reasons, this argument provides no basis to sustain the protest.

### Management and Staffing Plan

Next, the protester contends the agency erred in assigning its quotation a weakness for failing to provide adequate detail concerning elevator staffing and transition planning. Protest at 16-17; Comments at 9-10. The protester argues that it included all information required by the RFQ concerning elevator staffing, which the evaluators disregarded, and further contends that the RFQ did not require information at the level of detail the evaluators expected. *Id.* Additionally, with respect to transition planning,

the protester notes that, because it is the incumbent contractor, no meaningful transition was required. *Id.* Accordingly, the protester contends that its quotation addressed transition planning at the appropriate level of detail for its proposed performance of the contract. *Id.*

Concerning elevator staffing, the agency assigned a weakness because the protester's quotation failed to address elevator maintenance staff as required by the PWS. The agency has explained that its specific concern was that the protester's quotation did not explain the schedules of its elevator staff and when they would be on site at various locations. COS at 12-13. While the protester contends that the RFQ "did not ask for information on scheduling or anything of that nature," that is not the case. Comments at 10. Contrary to the protester's suggestion, the RFQ specifically required that the management and staffing plan include "a listing of positions to be staffed by trade and scheduled hours." AR, Part 2, Tab 2, RFQ Amendment 1 at 14. Moreover, the PWS included various specific on-site hour requirements for staff performing elevator maintenance services, which the protester's quotation also did not address. See AR, Part 2, Tab 3, RFQ Amendment 2 at 156. On the record before us, we see no reason to conclude that the evaluators were unreasonable in assigning this weakness to the protester's quotation.

Similarly, the protester's argument concerning transition planning lacks merit. The RFQ included several specific requirements for transition planning. AR, Part 2, Tab 3, RFQ Amendment 2 at 144. While the protester contends that it did not need to address those requirements because it is the incumbent contractor, we note that, as discussed above, this procurement is for a new requirement that includes significant changes in the scope of services from the existing contracts. The protester's quotation included only a single paragraph that did not address the majority of the requirements outlined in the RFQ. See AR, Part 2, Tab 4, Brewer-Garrett Quotation at 94. Additionally, the agency called this omission to the protester's attention in the discussion letter sent to the protester, and the protester elected not to provide additional detail on its transition planning. AR, Part 3, Tab 6, Brewer-Garrett Discussion Letter at 1. On these facts, the agency's decision to assign a weakness to the protester's quotation was reasonable.

#### Quality Control Plan

The protester also challenges a weakness assigned to its quality control plan. Specifically, the protester argues that the agency erred in assigning its quotation a weakness concerning how it intended to integrate elevator maintenance into its work plans. Protest at 18-19; Comments at 11. The protester contends that its quotation addressed how it would integrate the elevator team and how the work would be carried out, as well as including elevator maintenance logging, checklists, and inspection forms to show how the work would be carried out. *Id.* Accordingly, the protester contends the agency erred by assigning a weakness.

Here, the agency concedes that the protester's elevator maintenance plan, included as an appendix to its quotation, provided some detail concerning its approach to

performing the elevator work in isolation. COS at 14. However, the agency argues that this information did not provide a clear picture of how the protester intended to manage and integrate the elevator maintenance work into the consolidated requirements as required by the RFQ. *Id.* While the protester's quotation does provide some detail concerning how the work would be performed, the agency's conclusion that the quotation lacks detail about how the function would be managed and integrated is not irrational, especially in light of the numerous other elevator-service-related omissions in the protester's quotation. In short, the protester's objections amount to nothing more than disagreement with the agency's technical judgment, which does not provide a basis to sustain the protest. *Converge Networks Corp., supra.*

### Best-Value Tradeoff

Finally, the protester contends that the agency erred in its best-value tradeoff. Protest at 19-20. Specifically, the protester notes that its quotation was approximately \$1.4 million dollars lower priced than the awardee's quotation. *Id.* The protester argues that the source selection decision did not adequately justify the payment of such a premium. *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost and technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *Booz Allen Hamilton Inc.*, B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶ 159 at 13-14. In reviewing protests of an agency's source selection decision, we do not reevaluate quotations, but examine the record to determine whether the evaluation and source selection decision were reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Intelligent Waves LLC*, B-416169, B-416169.2, June 12, 2018, 2018 CPD ¶ 211 at 12.

In this case, the solicitation made clear that non-price factors were significantly more important than price. RFQ at 10. With respect to the non-price factors, JLL's quotation was significantly more highly rated than Brewer-Garrett's quotation. AR, Part 3, Tab 11, Best Value Determination at 29, 32. The best-value determination discussed the technical merits and flaws of the vendors at length, and concluded that JLL's superior technical quotation was worth paying an approximately 6 percent price premium. *Id.* at 5-29. This conclusion was based on the contracting officer's view that, among other things, JLL's more favorably evaluated on-site staffing and understanding of the PWS

requirements was a significant advantage of its approach that justified paying a higher price. *Id.* at 29, 32. The agency's best-value determination was reasonable, well-documented, and consistent with the basis of award described in the RFQ.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel