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Decision

Matter of: Guardian Development Group, LLC

File: B-424069; B-424069.2

Date: January 29, 2026

Seamus Curley, Esq., Sanam Analouei, Esq., and Joshua B. Fix, Esq., Dentons US LLP, for the protester.

Gordon Griffin, Esq., Richard Ariel, Esq., and Susannah Gilmore, Esq., Holland & Knight, LLP, for VetMed Property LLC, the intervenor.

Laetitia C. Coleman, Esq., Department of Veterans Affairs, for the agency.

Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's finding that the protester's proposal was not compliant with the solicitation is denied. The record establishes that the agency's evaluation was reasonable and consistent with the evaluation criteria. In any event, the agency evaluated the protester's proposal and considered it in the best-value tradeoff determination as though it were eligible for award.
 2. Protest that the agency applied unstated evaluation criteria in its evaluation of the protester's proposal is denied where the challenged evaluation findings were logically encompassed within the stated evaluation criteria.
 3. Protest that the agency improperly made award to an offeror allegedly proposing clinic space outside the area delineated by the solicitation is denied where the agency's evaluation of the awardee's proposal was reasonable and consistent with the terms of the solicitation.
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DECISION

Guardian Development Group, LLC, a service-disabled veteran-owned small business (SDVOSB) of Golden, Colorado, protests the award of a lease for outpatient clinic space to VetMed Property LLC, an SDVOSB of Minneapolis, Minnesota, by the Department of Veterans Affairs (VA), under request for lease proposals (RLP) No. 36C25624R0124. The protester challenges the agency's evaluation of its technical proposal as unreasonable, argues that the agency used unstated evaluation criteria in

its evaluation of the protester's technical proposal, and asserts that the VA unreasonably made award to an offeror for lease of clinic space that did not comply with the requirements of the solicitation.

We deny the protest.

BACKGROUND

The RLP, issued on August 29, 2024, as an SDVOSB set-aside, provided for the award of a 20-year lease, with a 10-year firm term,¹ of outpatient clinic space and associated parking spots in or near Rosenberg, Texas. Agency Report (AR), Exh. 2, RLP at 4, 14; Memorandum of Law (MOL) at 1.² The RLP contemplated the lease of 42,882 square feet of space within a specific area of consideration delineated by the solicitation. RLP at 4.

The solicitation established the geographical limits for proposed clinic space by naming the streets, roads, and highways that formed the northern, southern, eastern, and western boundaries of the designated area of consideration. RLP at 4-5. As relevant here, the solicitation stated that the following roads constituted the southern boundary in Rosenberg, Texas, and Richmond, Texas: University Boulevard, continuing for 7 miles in a southwest direction until it merges with Interstate 69 (I-69), and continuing along I-69 for 15 miles south to Patton Road. *Id.* at 5; see AR, Exh. 10, Delineated Area Map at 1. The RLP advised that buildings with property boundaries "on the boundary streets are deemed to be within the delineated [a]rea of [c]onsideration." RLP at 5.

The solicitation provided for award on a best-value tradeoff basis, to the responsible offeror whose proposal conformed to the RLP requirements and was most advantageous to the agency, considering price and five technical factors: design concept, location, delivery schedule, past performance, and operations and maintenance plan. *Id.* at 19; Req. for Dismissal, Exh. 1, Amendment 0002 and 0003 at 1. The RLP advised that the design concept factor was the most important technical factor because it was "approximately equal in importance" to the other technical factors combined, and that all technical factors, when combined, were "approximately equal in importance to price." RLP at 19; Req. for Dismissal, Exh. 5, Source Selection Decision Document (SSDD) at 42. The solicitation stated that "[a]s proposals become more equal in price, their technical merit becomes more important"; and when technical factors "become more equalized, price becomes the most important component." RLP at 19.

¹ This lease term was later modified by formal written request to the offerors for a 20-year lease with a 15-year firm term. See Protest at 303-304; Contracting Officer's Statement (COS) at 2.

² The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

As relevant here, under the design concept factor, the agency would consider the “appropriateness of the design in meeting VA program needs and goals.” *Id.* Specifically, the RLP provided a “non-exhaustive” list of design components the agency would consider, including building efficiency and functionality. *Id.* The RLP also cautioned that the agency would consider whether the offeror proposed continuous space on a single floor of the outpatient clinic space--specifically, the RLP provided that “[c]ontinuous space on the ground floor will be scored more favorably than continuous space on a single floor other than [the] ground floor, and continuous space on a single floor other than [the] ground floor will be evaluated more favorably than contiguous space between multiple floors.” *Id.*

As also relevant here, the solicitation addressed the offeror’s interest in its proposed property. The solicitation initially required that offerors submit “[e]vidence of ownership or control of [the] [b]uilding or site” in the form of a deed or lease “evidencing the [o]fferor’s stated interest in the [p]roperty.” *Id.* at 14. On September 18, the agency incorporated its responses to offerors’ questions by amendment into the solicitation. MOL at 1-2. As relevant here, offerors questioned what level of interest in the property the VA required that offerors have; the agency responded that “[t]o be considered for award, the [o]fferor must have full ownership of the property or have a valid agreement in place to receive ownership of the property if selected for award.” Intervenor’s Req. for Dismissal, Exh. 2, Questions and Answers (Q&A) at 3. The agency explicitly stated that it would not enter into a sublease. *Id.* In addition to changing the lease requirements language concerning an offeror’s interest in the property, this amendment also extended the due date for submission of proposals to October 15. MOL at 2; Intervenor’s Req. for Dismissal, Exh. 1, RLP Amendment 0001 at 4.

On or before the October 15 due date, the VA received twelve proposals, which were evaluated by a source selection evaluation board. MOL at 2. Following this initial evaluation, the agency established a competitive range consisting of six of the twelve offerors. *Id.* On January 22, 2025, the agency sent Guardian a discussion letter, noting concerns with Guardian’s proposed three-floor clinic design under the design concept factor. Protest at 282. The agency pointed to the RLP’s preference for a single-floor layout and noted that a multi-floor layout “could lead to inefficiencies, requiring veterans to visit different floors for appointments, increasing visit time and potentially causing delays.” *Id.* The VA added that Guardian’s plan “to build out the space while serving as an active clinic will disrupt current clinic operations.” *Id.*

On September 25, the agency sent Guardian a final discussion letter,³ noting for the first time that Guardian appeared to be proposing a subleasing agreement. Protest at 291. The VA stated that it would not entertain a sublease agreement, referencing the RLP’s requirement that offerors have full ownership of the proposed property. *Id.* That letter

³ The agency also sent Guardian two discussion letters on June 23 and September 9, respectively. Protest at 284, 288. As the content of those discussions is not directly relevant to the issues discussed in this decision, we will not discuss those letters further.

directed Guardian to submit its final proposal revisions by September 26, 8:00 am Central Time. *Id.*

Final proposal revisions were received from four of the six offerors in the competitive range.⁴ MOL at 2. The agency’s evaluation resulted in the following ratings:

	Guardian	VetMed
Design Concept	Marginal	Good
Location	Satisfactory	Satisfactory
Delivery Schedule	Satisfactory	Satisfactory
Past Performance	Satisfactory	Satisfactory
Operations and Maintenance Plan	Satisfactory	Satisfactory
Price	\$54,259,134	\$65,837,591

Req. for Dismissal, Exh. 5, SSDD at 43, 45.⁵

As relevant here, the agency found that “Guardian submitted ownership documents that were not in compliance with RLP requirements[,]” but further stated that, “[i]n the event Guardian’s ownership documents were found compliant[,] [the] VA considered their proposal.” *Id.* at 33. Under the design concept factor, the agency identified a weakness in Guardian’s proposal concerning its proposed phased build out of the existing clinic space. *Id.* Specifically, the agency noted that construction on the two floors on which the clinic was not operating would disrupt veteran flow into the clinic--as the elevators would be utilized for transporting construction materials and debris during business hours--and potentially contaminate the clinic space with dirt and dust. *Id.* The agency identified another weakness based on the protester’s proposed floor plan, documenting that the proposed multi-floor build out would “cause multiple moves, causing confusion and disruption to patients[.]” *Id.* In sum, the agency assigned the proposal a rating of marginal and concluded that Guardian’s design concept “in regard to efficiency and [functionality] does not meet the [VA’s] requirements.” *Id.*

The lease contracting officer, who also served as the source selection authority, concluded that VetMed’s proposal provided the overall best value. *Id.* at 44. In making the tradeoff decision, the agency specifically compared the proposals from VetMed and Guardian; the agency recognized that VetMed proposed a “slightly higher” price than

⁴ As we only discuss the agency’s evaluation of Guardian’s and VetMed’s proposals, the ratings of the two remaining offerors that submitted proposals are not relevant to our decision, and we will not discuss them further.

⁵ As relevant here, under the non-price factors, the agency assigned proposal ratings of excellent, good, satisfactory, marginal, or poor. Req. for Dismissal, Exh. 5, SSDD at 32.

Guardian but determined that VetMed’s higher-rated technical proposal presented benefits that justified paying that slightly higher price. *Id.* at 45. The agency pointed to the fact that VetMed proposed “a brand-new facility where patient care is all on one floor and the VA is the only tenant in the facility.” *Id.* The VA favorably contrasted VetMed’s proposed property, which would “not be disrupted by [ongoing] construction,” with Guardian’s proposal to build out two of the three floors in its multi-floor design while the clinic operated on the remaining floor not undergoing construction. *Id.* In sum, the VA concluded that VetMed proposed a “more efficient layout” with “less disruption to patient care.” *Id.*

On September 30, the agency executed the lease with VetMed and notified Guardian that its proposal had not been selected for award. AR, Exh. 9, Executed Lease at 1; Protest at 5. Upon request, the agency provided Guardian with a debriefing on October 6. AR, Exh. 3, Protester’s Written Debriefing at 1. On November 13, this protest followed.⁶

DISCUSSION

The protester challenges various aspects of the agency’s evaluation. First, Guardian argues that the agency unreasonably determined that Guardian’s proposal was “not awardable” because it did not demonstrate full ownership of its proposed property. Protest at 8. Next, the protester contends that the VA utilized unstated evaluation criteria in assigning a “marginal” rating to its proposal under the design concept factor. Finally, Guardian argues that the VA unreasonably made award to VetMed when the awardee’s proposed clinic lies outside the geographical area of consideration delineated by the RLP. *Id.* at 9. After reviewing the record, we find no basis to sustain the protest.⁷

Property Interest

First, quoting from its debriefing, the protester argues that the agency unreasonably determined that Guardian’s proposal was “not awardable” based on its lack of ownership of its proposed property. Protest at 8; see AR, Exh. 3, Protester’s Written Debriefing at 1. The protester asserts that its proposal was based on a “long-term ground lease,” not a sublease, and that this was a crucial distinction for the purposes of Guardian being an eligible offeror for award. *Id.* Guardian claims that its ground lease structure complies with the terms of the solicitation, arguing that the RLP “does *not*

⁶ From October 1 through November 12, our Office was closed due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations.

⁷ In its various protest submissions, Guardian has raised arguments that are in addition to, or variations of, those specifically discussed below. While we do not specifically address all of the protester’s arguments, we have considered them and conclude that they do not provide a basis to sustain the protest.

mandate fee-simple ownership of the land at the time of proposal.” Comments and Supp. Protest at 2. The protester references the original solicitation language directing an offeror that “owns the [p]roperty being offered or has a long-term leasehold interest” to submit evidence of the offeror’s “interest in the [p]roperty” to the agency in the form of a deed or lease. RLP at 14. Guardian argues that the solicitation, as amended, continued to allow long-term ground leases and did not require outright ownership of the proposed property. Comments and Supp. Protest at 4-5.

The agency responds that it appropriately noted the problem in Guardian’s proposal concerning its proposed ground lease structure. Supp. MOL at 7. The VA points to the responses to offerors’ questions that the agency incorporated by amendment into the RLP. COS at 1; Req. for Dismissal at 2-3. This Q&A language specifies that when the RLP refers to an offeror’s “interest in the property,” it means ownership; the solicitation, as amended, definitively states that to be considered for award, an offeror “must have full ownership of the property or have a valid agreement in place to receive ownership of the property if selected for award.” Intervenor’s Req. for Dismissal, Exh. 2, Q&A at 3. Indeed, the record shows that the agency warned Guardian during discussions, stating that “[a]fter further review of [the] documentation provided by Guardian it appears you are proposing a subleasing agreement for this lease” and referencing the RLP warning that “[t]he Government will not entertain a sublease agreement.” Protest at 291.

In reviewing a protest against an agency’s evaluation of proposals, our Office will not reevaluate proposals 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. *FP-FAA Seattle, LLC*, B-411544, B-411544.2, Aug. 26, 2015, 2015 CPD ¶ 274 at 7. An offeror’s disagreement with an agency’s judgment, without more, provides no basis to question the reasonableness of the agency’s evaluation. *RTD Middleburg Heights, LLC*, B-421477.4, Nov. 29, 2023, 2023 CPD ¶ 752 at 4.

We conclude that the agency reasonably found that the protester’s property interest in its proposed clinic space did not comply with the requirements of the solicitation. The solicitation, as amended, clearly required offerors to “have full ownership of the property” or a “valid agreement in place to receive ownership of the property if selected for award.” Intervenor’s Req. for Dismissal, Exh. 2, Q&A at 3. The protester references the original solicitation language requiring evidence of the offeror’s “stated interest in the [p]roperty” in the form of a deed or lease but fails to acknowledge that the amended solicitation clarified that “interest in the property” meant full ownership. RLP at 14. In other words, the plain language of the solicitation explicitly requires full ownership,⁸ and

⁸ We do not find that the RLP’s ownership requirement language is ambiguous. Nevertheless, to the extent the protester argues that this amended language conflicted with the original solicitation language, such a discrepancy was obvious from the face of the solicitation and therefore represents a patent ambiguity. RLP at 14. An offeror has an affirmative obligation to seek clarification of a patent ambiguity prior to the due date
(continued...)

in this context, it is irrelevant whether Guardian proposed a sublease (in the agency's view) or a long-term ground lease (in the protester's view), as the protester has not established that either would meet the RLP's requirement for full ownership. The record shows that the agency reasonably concluded that the "leasehold interest presented by Guardian did not meet the VA's ownership requirement[.]" See AR, Exh. 3, Protester's Written Debriefing at 1; Req. for Dismissal, Exh. 5, SSDD at 33.

Nevertheless, the record shows that the agency evaluated Guardian's proposal in spite of the protester's failure to meet the solicitation's ownership requirement and did not identify a deficiency in Guardian's proposal based on that failure.⁹ See AR, Exh. 8, Consensus Technical Evaluations at 2-5. The agency's contemporaneous evaluation acknowledged that "Guardian submitted ownership documents that were not in compliance with RLP requirements[.]" but further stated that, "[i]n the event Guardian's ownership documents were found compliant[,] [the] VA considered their proposal." Req. for Dismissal, Exh. 5, SSDD at 33. Further, as noted above, the agency included Guardian in the best-value tradeoff determination and specifically compared the proposals from Guardian and VetMed. *Id.* at 45.

We note that the protester's challenge relies on the agency's statement in the post-award debriefing that Guardian's proposal "is not awardable," but ignores the following sentence: "Even if Guardian's proposal was awardable, the proposal does not present [the] best value to the Government[.]" AR, Exh. 3, Protester's Written Debriefing at 1. In other words, the agency acknowledged that the protester's proposal was materially deficient but evaluated it anyway and included it in the best-value tradeoff determination. The protester has failed to demonstrate that the agency's evaluation of its proposal was unreasonable; and even if the agency should have evaluated it differently or actually eliminated it from the competition, Guardian similarly fails to demonstrate on this record that it was negatively affected. See *generally General Dynamics C4 Sys., Inc.*, B-406965, B-406965.2, Oct. 9, 2012, 2012 CPD ¶ 285 at 9

for submissions, and challenges to alleged solicitation improprieties that did not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be filed prior to the next closing time for receipt of proposals. 4 C.F.R. § 21.2(a)(1); *Credence Mgmt. Sols., LLC*, B-420408, B-420408.2, Mar. 18, 2022, 2022 CPD ¶ 81 at 7; *WareOnEarth Commc'ns, Inc.*, B-298408, July 11, 2006, 2006 CPD ¶ 107 at 2. As a result, to the extent the protester has raised this argument, it did so after the due date for receipt of proposals; and this protest ground is untimely.

⁹ The agency defined a deficiency as a "material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unacceptable, unsuccessful contract performance." Req. for Dismissal, Exh. 5, SSDD at 32. A proposal with a rating of poor is one that contains deficiencies, while a "marginal" proposal "contains weaknesses," not deficiencies. *Id.* The agency did not ultimately find Guardian's proposal unacceptable; as noted above, the lowest rating that the protester received was a rating of marginal under the design concept factor, and ratings of satisfactory for the other factors.

(denying protest where “the record does not show that the protester was prejudiced even if it was misled” about the requirements, explaining that “[c]ompetitive prejudice is an essential element of a viable protest; where no prejudice is shown or otherwise evident, our Office will not sustain a protest, even if a deficiency in the procurement is evident.”).

As a final point, the protester challenges the agency’s conduct of discussions on this issue. In the final discussion letter that the agency sent on September 25, 2025, the agency noted that Guardian appeared to be “proposing a subleasing agreement” and advised that “[t]he Government will not entertain a sublease agreement.” Protest at 291. Guardian argues that the agency’s decision to address this issue shortly before the deadline for final proposal revisions, after a few prior rounds of discussion letters, indicates that the agency’s “‘sublease’ theory was a late, inconsistent interpretation [of the protester’s property interest] that did not reflect its contemporaneous understanding of Guardian’s proposal.” Comments and Supp. Protest at 6. Guardian also complains that the agency warned it of the sublease issue under a “Notes” heading in the agency’s discussion letter, instead of tying it to any particular evaluation factor or labeling it as a deficiency. Protest at 8, 291.

Agencies have broad discretion to determine the content and extent of discussions, and we limit our review of the agency’s judgments in this area to a determination of whether they are reasonable. *Poplar Point RBBR, LLC*, B-417006.2, B-417006.3, Sept. 3, 2019, 2019 CPD ¶ 301 at 12. While an agency’s discussions must be meaningful, an agency need only lead an offeror into the deficient area of its proposal to satisfy the requirement. *Oppenheim Mgmt., LLC*, B-417333, Mar. 26, 2019, 2019 CPD ¶ 128 at 3. The degree of specificity required in conducting discussions is not constant and is primarily a matter for the procuring agency to determine. *Poplar Point RBBR, LLC, supra*.

We do not find convincing the protester’s argument that because the agency addressed the property interest issue in its final discussion letter, the “‘sublease’ theory was a late, inconsistent interpretation that did not reflect [the agency’s] contemporaneous understanding of Guardian’s proposal.” Comments and Supp. Protest at 6. The record shows that immediately prior to issuing its final discussion letter, the agency emailed Guardian to request “a clearer and more visible copy of the Purchase Agreement & Special Warranty Improvements Deed,” as the copies the agency had were “challenging to read.” Protest at 302. In other words, contrary to the protester’s suggestion, the record does not show that the agency acted improperly. Further, we do not agree that the agency failed to hold meaningful discussions. The agency, as required, led the protester into the deficient area of its proposal when it pointed out that Guardian’s property interest in its proposed clinic space did not comply with the solicitation’s ownership requirement. See Protest at 291; *Oppenheim Mgmt., LLC, supra*. The agency gave the protester an opportunity to address this aspect of its proposal, and, as noted above, did not treat this issue as a deficiency. See AR, Exh. 8, Consensus Technical Evaluations at 2-5.

In sum, we conclude that the agency reasonably found that the protester's lease structure did not comply with the solicitation requirement for property ownership--though the record indicates that Guardian was not penalized for this noncompliance--and Guardian's disagreement is insufficient to establish that the agency acted unreasonably. See *RTD Middleburg Heights, LLC, supra*. This protest ground is denied.

Unstated Evaluation Criteria

Next, the protester argues that the VA utilized unstated evaluation criteria when it assigned a marginal rating to Guardian's proposal under the design concept factor, based on the protester's proposed multi-floor layout. Protest at 7. The protester acknowledges that the RLP favored continuous space on one floor over a proposed layout with multiple floors but asserts that the agency unreasonably treated Guardian's proposed layout as a "de facto deficiency." *Id.* The protester contends that the agency inappropriately focused on the potential negative side effects from the construction that would take place as part of Guardian's proposed renovations to the existing clinic space prior to the lease term commencement date in July of 2026. *Id.*; Comments and Supp. Protest at 11; RLP at 4.

Specifically, the protester points to evaluators' documented concerns that Guardian's proposed build out would "disrupt[] veteran flow into the clinic," as elevators would be utilized during business hours to transport construction materials, and that the movement of clinic operations between different floors necessitated by the phased build out would confuse patients and cause disruptions. AR, Exh. 8, Consensus Technical Evaluations at 2. Guardian argues that these concerns constitute unstated evaluation criteria because the RLP did not provide for the consideration of operational disruptions at the existing VA clinic prior to the commencement of the new lease. Comments and Supp. Protest at 11. In short, the protester argues that the agency's concerns with its proposal under the design concept factor "are window-dressing around the overarching narrative that the VA does not want to renovate an operating clinic." *Id.*

The agency argues that it reasonably assigned a rating of marginal to Guardian's technical proposal under the design concept factor. MOL at 3. The record shows that the agency assessed two weaknesses in Guardian's proposal related to its proposed phased build out of the existing clinic space and its proposed multi-floor layout. Req. for Dismissal, Exh. 5, SSDD at 33. The VA asserts that the concerns evaluators documented regarding Guardian's proposed renovations to the clinic--dust and noise control, disruptions to patient flow, relocation of the clinic to different floors, and health and safety issues--were reasonably encompassed by the stated evaluation criteria. MOL at 3-4; Supp. MOL at 4. The agency points to the solicitation language that advised offerors the design concept factor would consider building efficiency and functionality, as well as the appropriateness of the proposed design in meeting the VA's needs. Supp. MOL at 4; RLP at 19.

Our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated

evaluation criteria. See *FP-FAA Seattle, LLC, supra*. Moreover, although agencies are required to identify in a solicitation all major evaluation factors, they are not required to specifically identify each and every element an agency considers during an evaluation. See *UDC USA, Inc.*, B-419671, June 21, 2021, 2021 CPD ¶ 242 at 5. An agency may properly take into account specific, albeit not expressly identified, matters that are logically encompassed, or related to, the stated evaluation criteria. *FP-FAA Seattle, LLC, supra*.

Here, we find no basis to question the agency's evaluation of Guardian's proposal under the design concept factor. The record shows that the VA's concerns with Guardian's proposal were not only with its proposed multi-floor layout--the VA was also concerned with disruptions to the clinic's operations resulting from Guardian's proposed renovations. See Req. for Dismissal, Exh. 5, SSDD at 33. The solicitation advised offerors that the agency would consider "the appropriateness of the [offeror's] design in meeting VA program needs and goals[.]" and that it would consider a "non-exhaustive" list of design elements, including building efficiency and functionality. RLP at 15. The agency's documented findings regarding Guardian's proposed phased construction approach reflect the VA's concerns with how that approach would negatively affect the clinic's efficiency and functionality. See AR, Exh. 8, Consensus Technical Evaluations at 2. We find that these concerns regarding the disruption of clinic operations are directly related to the "appropriateness of the [offeror's] design in meeting VA program needs and goals"; in short, these concerns are logically encompassed by the design concept evaluation criteria. RLP at 15; see *FP-FAA Seattle, LLC, supra*.

We do not find compelling the protester's assertion that these potential disruptions are irrelevant because they would affect clinic operations prior to the commencement of the new lease contemplated by the RLP. See Comments and Supp. Protest at 11. While the protester indicated that construction would be finished by the lease commencement date, it also planned for the VA's clinic to operate on one floor while renovations were taking place on the other two floors, and for the clinic operations to then be moved at least once in order to renovate the remaining floor. See Req. for Dismissal, Exh. 5, SSDD at 33. Specifically, the protester's proposal stated that in the first phase of construction the existing VA clinic would continue operating on the second floor while the first and third floors and the "remainder of the [second] floor" were under construction, that the clinic operations would then move out of the second floor clinic in the second phase, and that this approach "would still deliver the improvements completed by the required July 2026 deadline." AR, Exh. 4, Protester's Proposal at 15. As a result, the agency documented its concerns that clinic patients would be confused by these moves and would suffer negative effects from the disruptive construction taking place around them. Req. for Dismissal, Exh. 5, SSDD at 33. We conclude that the protester proposed a design plan that the agency reasonably determined would negatively impact the VA's clinic operations, and the agency consequently evaluated Guardian's proposed design concept in accordance with the solicitation criteria.

Further, we do not agree with the protester that the agency treated Guardian's proposed multi-floor layout as a "de facto deficiency." Protest at 7. The agency's

contemporaneous documentation explicitly identified weaknesses in the protester's proposal, not deficiencies; and the record shows that these weaknesses were based on specific concerns regarding construction-related disruptions, not simply based on the general premise that Guardian proposed a multi-floor layout. See AR, Exh. 8, Consensus Technical Evaluations at 2. This protest ground is denied.

Area of Consideration

Finally, the protester argues that the agency improperly made award to VetMed despite the awardee's proposed clinic space being located outside the area of consideration delineated by the solicitation. Protest at 9. Guardian points to the RLP language establishing an area of consideration bounded "to the south by University Boulevard, running southwest to U.S. 59/I-69 and then south to Patton Road." *Id.* Guardian asserts that VetMed's proposed clinic is located on the south side of the U.S. 59/I-69 highway. *Id.* In this regard, the protester contends that only properties north of that boundary or properties "whose parcel lines actually touch the highway right-of-way" would fall within that area of consideration. *Id.* The protester argues that by accepting a clinic site outside the delineated area, the VA effectively waived a material solicitation requirement for VetMed. *Id.* at 10.

The agency responds that the address of the awardee's site shows that the location is within the delineated area. COS at 3. The contracting officer explains that the city of Rosenberg provided the address of the awardee's proposed site, which is 25175 Southwest Freeway, and the Southwest Freeway is another name for I-69. *Id.*; Intervenor Comments, Exh. 1, Letter from the City of Rosenberg at 2-3; see also AR, Exh. 9, Executed Lease at 1 (listing the site as "[To Be Determined] Southwest Freeway (Corner of Southwest [Freeway and] Biotics Research Extension [Road])"); AR, Exh. 10, Delineated Area Map at 1. The record also shows that the agency considered the awardee's proposed location in evaluating it under the location factor. AR, Exh. 8, Consensus Technical Evaluations at 14.

As previously stated, our Office will not reevaluate proposals but instead will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria. See *FP-FAA Seattle, LLC, supra*. On the record here, we find reasonable the agency's determination that VetMed proposed property within the solicitation's designated area. The southern boundary of the designated area, and the location of the awardee's proposed clinic relative to that boundary, is the issue contested by the protester. The solicitation advised that I-69, also known as the Southwest Freeway, constituted the southern boundary. RLP at 5. The solicitation also stated that buildings with property boundaries "on the boundary streets are deemed to be within the delineated [a]rea of [c]onsideration." *Id.*

The record shows that the address of VetMed's proposed clinic space, as verified by the city of Rosenberg, Texas, is 25175 Southwest Freeway. COS at 3; Intervenor Comments, Exh. 1, Letter from the City of Rosenberg at 2-3; see also AR, Exh. 9, Executed Lease. As a result, the agency found, and we agree, that VetMed's proposed

clinic space is located on the southern boundary designated by the solicitation and is within the delineated area of consideration. We do not find convincing the protester's attempt to read into the solicitation the requirement that proposed properties be located north of the I-69 southern boundary, or that proposed properties have "parcel lines [that] actually touch the highway right-of-way." Protest at 9. The plain language of the solicitation does not contain those requirements. The protester's disagreement is not sufficient to show that the agency acted unreasonably in selecting VetMed for award. *See RTD Middleburg Heights, LLC, supra; Ronald W. Brown*, B-292646, Sept. 30, 2003, 2003 CPD ¶ 170 at 1-2 (denying a protest challenging the agency's evaluation of an awardee's proposed lease location based on geographical boundaries delineated by the solicitation). This protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel