



United States General Accounting Office
Washington, DC 20548

Decision

Matter of: HG Properties A, L.P.

File: B-284170; B-284170.2; B-284170.3

Date: March 3, 2000

Thomas W. Rochford, TRS Design & Consulting Services, for the protester.
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Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest of contracting agency's authority to conduct procurement for lease of office space is denied where record shows that General Services Administration has delegated leasing authority to contracting agency.
2. Protest challenging city-wide geographic area of consideration in solicitation for lease of office space based on allegations that agency failed to consult with local officials and give first consideration to leasing space in central business area (CBA) is denied where record shows that agency discussed its space needs and location issues with local officials, appropriately considered the restrictions that would be imposed upon agency mission and competition if the solicitation limited potential space to locations in the CBA, and reasonably concluded that legitimate agency needs supported extending the geographic scope of the procurement to include surrounding city areas as well as the CBA.
3. Protest of performance requirements and evaluation terms of solicitation for lease of office space is denied where protester has not demonstrated that challenged terms provide insufficient information for offerors to intelligently prepare their proposals.

DECISION

HG Properties A, L.P. protests the terms of solicitation for offers (SFO) No. R4-00-01, issued by the Department of Agriculture, Forest Service, for office and related space in Cedar City, Utah, for the Dixie National Forest Supervisor's Office. HG contends that the SFO lease term extends beyond the expiration date of a delegation of leasing

authority granted to the agency by the General Services Administration (GSA), that the agency failed to consult with local officials or consider their views regarding location of the leased space, and failed to give adequate consideration to space located in the central business area (CBA) of the city. HG also challenges certain performance requirements and evaluation terms of the SFO.

We deny the protest.

The SFO, issued electronically, requests offers for approximately 11,110 usable square feet of office and related space; a minimum of 13,385 to a maximum of 14,385 rentable square feet of space is required.¹ SFO amend. No. 1, ¶ 1.1(a). The space offered must be within the city limits of Cedar City, Utah. SFO ¶ 1.2. The SFO sets out the agency's need for space "in a quality building of sound and substantial construction . . . [with] a potential for efficient layout." *Id.* ¶ 1.1(b). Certain room-specific requirements (such as insulation for the large conference room, and counter space in the break room and reception area) are provided. *Id.* ¶¶ 9.5, 9.8-9.12. Other requirements are set forth in general performance specifications for which the SFO provides information, for example, regarding allocation and interrelationships of space, as well as room size in terms of square footage. *See, e.g., id.* ¶ 9.3 and exh. A, at 1-5. Construction and operation of the leased premises are to be in accordance with the most stringent applicable building and health codes; for instance, the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, the American with Disabilities Accessibility Guidelines for Buildings and Facilities, and building requirements issued by the Occupational Safety and Health Administration are applicable to the lease requirements. SFO amend. No. 1, ¶ 4.2.

The SFO contemplates the award of a lease for a 10-year term, with two 5-year option periods, to the offeror determined to have submitted the proposal most advantageous to the government, price and other factors considered. SFO ¶¶ 1.3, 2.2. In this regard, the SFO advises that award will be made to the offeror whose proposal is technically acceptable and presents the most advantageous technical/cost relationship; the significance of any difference in the proposals' technical scores is to be determined based on what it "might mean in terms of performance" and cost to the agency. *Id.* ¶ 2.0. The SFO provides the following evaluation factors for award, listed in descending order of importance: site; building

¹ The SFO provides that, in accordance with Building Owners and Managers Association (BOMA) office area standards, "usable square feet" refers to the area where a tenant normally houses personnel and/or furniture. "Rentable space" refers to the area for which a tenant is charged rent and may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas (including restrooms, janitor rooms, telephone closets, electrical closets and mechanical rooms), but does not include vertical spaces for stairs, elevator shafts, or vertical ducts. SFO ¶¶ 3.1-3.2.

design; energy conservation; and past performance. *Id.* ¶ 2.2; amend. No. 1, ¶ 2.2. Each technical evaluation factor has several listed subfactors. The technical evaluation factors, in total, are of equal importance to price. SFO amend. No. 1, ¶ 2.0. The closing date for offers, originally set for November 29, 1999, was extended by recent amendment to February 25, 2000. SFO amend. No. 3, ¶ 1.4.

HG is the incumbent lessor of space to the agency for the Dixie National Forest Supervisor's Office. The existing lease (No. GS08B-09898) for the space in the protester's building was awarded to HG in 1976 by GSA. GSA delegated authority for and transferred control of that lease to the agency on September 8, 1997; that delegation of authority expires on June 30, 2002. The current HG lease expires on June 30, 2000. The new lease to be awarded after competition under the challenged SFO is expected to commence upon expiration of HG's lease. Prior to the original closing date for the receipt of proposals under the SFO, HG filed its initial protest; that protest has been supplemented twice by HG with additional arguments.

Delegation of Lease Authority

Citing the June 30, 2002 expiration of the September 8, 1997 delegation of authority issued by GSA to the agency, the protester argues that the SFO's 10-year lease term, with two 5-year option periods, exceeds the terms of that delegation. Protest at 3-4. The delegation grants authority "to the Secretary of the Department of Agriculture to perform all functions related to the leasing of up to 15,370 square feet of space for the Dixie National Forest Supervisor's Office at 82 North 100 East, Suite 101, Cedar City, UT, [the protester's building] through June 30, 2002." Delegation of Lease Acquisition Authority, Sept. 8, 1997, at 1-2.

The agency responds that the expiration date of the September 8, 1997 delegation of authority relates only to the leased space in HG's building. Legal Memorandum at 3, Supplemental Report at 2-4. The agency states that it has separate and distinct authority for the present procurement based upon the delegation of authority it received from GSA to award leases in locations, such as Cedar City, which are not included in the list of "urban centers" identified by GSA. *Id.*; see Letter from GSA to Secretary of Agriculture, Oct. 21, 1993; Delegation of Lease Acquisition Authority, November 16, 1993, amending Delegation Authority for Leasing Real Property, Sept. 25, 1985; see also Federal Property Management Regulations (FPMR), 41 C.F.R. § 101-18.104(b) (1999), which excludes Cedar City from its list of urban centers. The agency also cites the broad delegation of authority it received from GSA in 1996 to award leases of general purpose space, regardless of location, not to exceed 20-year leasing terms. See Letter from Acting Administrator of GSA to Secretary of Agriculture 1-2 (Sept. 25, 1996), enclosing Delegation of Leasing Authority 1-2 (Sept. 25, 1996).

HG contends that, regardless of the additional delegated authority relied on by the agency, it is the September 8, 1997 shorter-term delegation that applies here. In support of its position, HG contends that, because the agency previously relied on

the September 8, 1997 delegation for earlier discussions it held with HG about its current lease, it should now be precluded from asserting additional authority for a new lease award. HG also argues that the September 8, 1997 delegation of authority governs the challenged procurement, rather than the other bases of authority cited by the agency, because it was issued subsequent to them. Protester's Comments, Jan. 31, 2000, at 6-7.

Our review of the record confirms that the September 8, 1997 delegation relates to leasing actions regarding the leased space at the identified HG property, and that it does not supersede or limit other bases of leasing authority claimed by the agency. It is the instrument by which GSA transferred custody and control of HG's existing lease, granting the agency authority to perform all functions related to that lease of space at that specific property. The lease number is specifically referenced in the cover letter, and the property to which it relates is specifically identified in the delegation document by its street address. See Cover Letter to Delegation and Delegation of Lease Acquisition Authority, Sept. 8, 1997, at 1-2. Consequently, we see no basis to conclude that such a site-specific delegation of lease authority governs a competitive procurement for a new, separate lease of space which the agency has pursued based on separate and distinct delegations of authority.

The protester's arguments, regarding the agency's communications with HG about the agency's delegation of authority or the date of the delegation, are unpersuasive. First, the fact that agency personnel may not have earlier mentioned to HG that the agency had broad leasing authority from GSA simply does not provide sufficient basis to question such authority. Second, since our review of the terms of the September 8, 1997 delegation of authority cited by the protester shows that it applies to a specific leased property, and that it in no way indicates that it supersedes the separate, long-term leasing authority relied on by the agency, its date of issuance is not material here. In sum, the protester's arguments neither demonstrate that the agency lacks authority to award the lease as solicited, nor do they provide a reasonable basis to question the lease term included in the SFO.²

² HG also contends that, since the September 8, 1997 delegation of authority provides that it "may not be used to relocate Agriculture employees from GSA controlled space," the delegation cannot be used to relocate agency personnel from the currently leased space at HG's property. Protest at 4. The agency responds that the delegation provision which HG references prohibits the agency "from using the GSA delegation of authority for that lease to relocate [agency] employees from other buildings controlled by GSA to the building owned by HG." Legal Memorandum at 3. We find the agency's interpretation reasonable.

Area of Consideration/Location of Space

HG next challenges the SFO's stated area of consideration for property locations. Protest at 4-5. The protester contends that, in extending the area of consideration for proposed properties to anywhere within the city limits of Cedar City, the agency failed to comply with Executive Order 12072 which requires agencies to give first consideration to meeting their space needs in CBAs, and the FPMR, which requires consultation with and consideration of the views of local officials as to the space locations in urban areas. Exec. Order No. 12072, 40 U.S.C. § 490 note (1994); FPMR, Interim Rule D-1, § 101-17.205(d)(1), 41 C.F.R. ch. 101, subch. D., app. (1999).

Executive Order 12072 provides that federal facilities in

urban areas shall serve to strengthen the Nation's cities . . . to make them attractive places to live and work . . . and encourage the development and redevelopment of cities.

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Except where such selection is otherwise prohibited, the process for meeting Federal space needs in urban areas shall give first consideration to a centralized community business area and adjacent areas of similar character, including other specific areas which may be recommended by local officials.

Exec. Order No. 12072, §§ 1-101, 1-103, 40 U.S.C. § 490 note (1994). The Executive Order provides further guidance regarding the agency's space location determination, stating, for instance, that the agency should consider the efficient performance of the missions and programs of the agency, as well as consult with appropriate government officials to obtain their recommendations or objections to the agency's space acquisition. Id. § 1-203(a), (c).

As stated above, HG argues that the agency has failed to comply with the Executive Order's requirement for giving first consideration to CBA locations, and the FPMR provisions implementing that Executive Order. In particular, the protester focuses on the FPMR, Interim Rule D-1, which requires consultation with local officials to identify CBAs and consideration of their recommendations. FPMR § 101-17.205(d)(1), supra. The protester states that its own consultations with the city manager's office indicate that the city prefers a CBA location for the agency's lease under the SFO. Consequently, HG asserts that the agency has not justified the area of consideration provided in the SFO, and that it failed to consult with local officials or consider their recommendations.

The agency reports that it did consult with local officials prior to issuing the SFO and that it considered leasing space in the CBA, but determined that consideration of space both within and outside of the CBA in Cedar City would promote performance of the agency's mission and enhance competition under the SFO. Contracting Officer's Statement at 3-4; Legal Memorandum at 6-8. Our review of the record, including market survey information, shows that once the agency confirmed that federally controlled space was not available in the area, it surveyed potential Cedar City locations with the help of a local commercial realtor. Contracting Officer's Statement at 2-3; Market Survey Notes, Mar. 9, 1998, at 1-2. In support of its assertion that limiting the area of consideration to the CBA would restrict competition, the agency's market research confirmed that HG's current property in the CBA, and certain city property that might be available for use, were the only known alternatives for potential space within the CBA. Legal Memorandum at 7, Supplemental Contracting Officer's Statement at 2-3. The agency also contends that efficient performance of its mission supports the SFO's extended geographic scope outside of the CBA. Supplemental Report at 5. In this regard, the agency points out that individuals visiting the office, including travelers with large recreational vehicles, and loggers with large trucks and equipment, have had to contend with traffic congestion and a lack of sufficient parking at HG's current site in the CBA. Contracting Officer's Statement at 3.

The record shows that, in determining the geographic scope of the SFO, the agency properly gave consideration to its needs, in terms of agency mission and programs, and the effect on competition. The Executive Order and the FPMR expressly envision both of these considerations. See Helsman Properties, Inc., B-278965, Apr. 20, 1998, 98-1 CPD ¶ 117 at 2-5; H&F Enters., B-251581.2, July 13, 1993, 93-2 CPD ¶ 16 at 4-5. The agency's market survey supports its determination that competition would be furthered by the expansion of locations for consideration. See FPMR, Interim Rule D-1, § 101-17.205(l), supra. The record also supports the agency's determination that expanding the area of consideration would promote the agency's mission, in terms of improved program and facility access. Id. at § 101-17.205(g). We view these cited bases of consideration as directly and appropriately related to legitimate agency needs supporting the reasonableness of the agency's stated location requirements and the propriety of the SFO's area of consideration.³

³ In its supplemental protests, HG challenges the agency's communications with Cedar City officials to the extent they included discussions about the possible use of city property. HG, in essence, contends that such discussions show that a competitive advantage was extended to the city as a potential offeror under the SFO. The agency reports, however, and our review confirms, that the challenged communications were held as part of the agency's continued efforts to define available space in the Cedar City area. The agency also points out that, since the city has not pursued the use of city property by the agency, HG has not been prejudiced in any way by these discussions. Supplemental Report at 9 n.6. Similarly, although
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With regard to the protester's contention that the agency did not adequately consult with city officials, while the record contains minimal contemporaneous documentation as to the recommendations of city officials on the location of the agency's office space, the record does include a sampling of notes and calendar entries from agency personnel that support the agency's report of meetings held in 1998 between the agency and local officials regarding its office needs. The agency also recently submitted for the record a letter dated February 9, 2000, written by the city official who HG alleged had told the protester of a city preference for an agency location within the CBA.⁴ In that letter, the city official states that he is aware of the agency's parking constraints at its existing CBA location, suggests consideration by the agency of surrounding areas within Cedar City that have experienced a recent growth in commercial development due to the city's growing population, and states that the city does not have a preference for the agency to be located in the CBA. Letter from Cedar City Corporation to Agency 1 (Feb. 9, 2000). Specifically, he states that the city's growth

has presented numerous development opportunities in all areas of the community, including new commercial locations. The [CBA] is no longer the only commercial opportunity for retail and business development. . . . This expansion of the commercial base is very important to the community. Of equal importance is having the Dixie National Forest District Offices located in Cedar City. . . . And while the current location of the District office has been convenient in directing the few visitors who inquire at the City offices, there are other locations which could accommodate the Forest Service operations, staff and parking needs. The City has no preferred location for the District office as long as it stays in Cedar City.

Id. Taking this letter into account, despite an otherwise minimal contemporaneous documentation of the agency's consideration of the city's views on the issue of

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HG also protests the agency's recent extension to the closing date for the receipt of proposals, the agency explains that the extension to the closing date resulted from amendments issued to the solicitation and the agency's interest in giving all potential offerors additional time for the preparation of their proposals. We cannot see how HG has in any way been prejudiced by the extension.

⁴ HG objects to the inclusion of this letter in the record, on the grounds that it was submitted late in the protest process, and may have been obtained under pressure by the agency. We see no basis to exclude the letter from the record. The letter is directly relevant to an issue raised in the protest--the city's views regarding the agency's choice of location--and the protester's charge of undue influence is speculative and unsupported.

location, we conclude that the record adequately demonstrates that the agency consulted with city officials and that the city's position as to its desired location for the agency's office is consistent with the area of consideration provided in the SFO.

Evaluation Terms

HG challenges as ambiguous or otherwise improper numerous terms of the SFO regarding the evaluation of proposals for award.⁵ In particular, HG contends that several of the evaluation subfactors (e.g., regarding service/delivery access, provisions for expansion, and energy conservation aspects of an earth berm at the property) do not relate to specific performance requirements of the SFO and thus are inconsistent with the SFO's statement that "Award may not necessarily be made for technical factors that would appear to exceed those needed for the successful performance of the work." SFO § 2.0, at 4-5; Protest at 9-10. First, we note that this quoted SFO provision refers to the agency's cost/technical tradeoff analysis and does not refer, as HG suggests, to a prohibition on award based on proposed technical features exceeding minimum performance requirements. Rather, the subfactors complained of refer to, as the agency explains, bases upon which the agency may reasonably differentiate between competing proposals in terms of relative merit under the broad evaluation factors. Legal Memorandum at 12-13. In other words, the SFO evaluation scheme implicitly, and properly, allows additional credit for proposals meeting the preferences included in the challenged subfactors, but does not set these subfactors out as minimum requirements to be met in order for the proposal to be found technically acceptable.⁶ Since these subfactors reasonably relate to the evaluation factor encompassing them, we believe they provide legitimate bases for proposal comparison consistent with the technical/cost analysis anticipated under the SFO's evaluation scheme.⁷

⁵ Some of HG's contentions in this regard are based on HG's misinterpretation of the terms of the SFO. For instance, HG contends that a cost/technical analysis is improper because "the SFO does not ask offerors to submit costs." Protest at 8. The agency points out, however, that the SFO's tradeoff analysis refers to the agency's assessment of a proposal's technical merit relative to the price offered (i.e., the cost to the agency of an award on the basis of the proposal).

⁶ Consequently, an offeror, in an exercise of its professional expertise and judgment, will need to determine whether offering an item included as an example under the evaluation subfactors, at an additional expense, would be advantageous for purposes of competition for award. See C3, Inc., B-241983.2, Mar. 13, 1991, 91-1 CPD ¶ 279 at 4.

⁷ HG also challenges the SFO's failure to set forth the relative weight of the subfactors. As the agency points out, however, where the relative weight of subfactors is not disclosed in a solicitation, they are assumed to be of equal

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Relocation Costs

HG next challenges the SFO's evaluation terms for failing to include a requirement for the consideration of relocation costs. Protest at 8. The agency responds that it did not include relocation costs as an evaluation factor in the SFO because it is not legally required to do so, and it did not want to give HG, as the incumbent at the current site, a competitive advantage over the other offerors. Contracting Officer's Statement at 6; Supplemental Report at 15. The agency also states that, since an award to HG would necessitate substantial renovation of its existing office space, potentially requiring temporary relocation from the premises, relocation costs essentially would be a neutral factor among all of the offerors. Id.

While HG objects, without elaboration, to the agency's argument, HG does not persuasively refute the agency's view that relocation costs may be neutralized in terms of cost to the agency if it chooses to relocate during the necessary renovation of the protester's building. We therefore have no basis to question the agency's position. In fact, we previously rejected the same argument, regarding the omission of a relocation costs evaluation factor, raised by HG in a protest of a different procurement, because the firm failed to show that the agency's argument regarding neutralization of relocation costs for HG's renovation was unreasonable. See HG Properties A, L.P., B-280652, Nov. 2, 1998, 98-2 CPD ¶ 104 at 6-7.

In its supplemental comments, HG further argues that the agency is required to evaluate relocation costs to the agency associated with proposals received from other than the incumbent lessor; in support of its position, the protester cites the GSA Supplement to the Federal Acquisition Regulation (GSAR), 48 C.F.R. § 570.402 (1999). HG contends that this regulation requires a cost/benefit analysis to be performed by the agency regarding the cost of relocating compared to awarding a lease under the SFO to the incumbent lessor at the present location. Protester's Supplemental Comments at 11.

The regulation relied on by HG is not controlling; it is applicable not to the evaluation of proposals for space, but to the initial determination of whether to negotiate a succeeding lease for continued occupancy of space in a building or to compete the requirement. Golden Triangle Management Group, Inc., B-234790, July 10, 1989, 89-2 CPD ¶ 26 at 4-5. Specifically, the cited GSAR provision allows the agency to negotiate a succeeding lease, rather than to compete a new lease, where the agency has identified

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importance. See Talon Mfg. Co., Inc., B-257536, Oct. 14, 1994, 94-2 CPD ¶ 140 at 4; Martech USA, Inc., B-250284.2, Feb. 8, 1993, 93-1 CPD ¶ 110 at 2 n.1.

potential acceptable locations, but a cost-benefit analysis indicates that award to an offeror other than the present lessor will result in substantial relocation costs or duplication of costs to the Government, and the Government cannot expect to recover such costs through competition.

GSAR § 570.402-1(b)(2). The regulation thus refers only to the agency's cost/benefit analysis to be performed prior to its determination to hold a competition for a new lease.⁸

Parking Spaces

HG next protests that the SFO's requirement for 140 parking spaces is an unreasonable increase in spaces from the 79 required under HG's current lease. Protest at 6-7. The agency states that the SFO's parking space requirement reflects its needs related to the efficient operation of agency efforts, and results from the fact that there is limited, if any, public transportation or off-street parking throughout the Cedar City area of consideration in the SFO. Contracting Officer's Statement at 4-5; Supplemental Report at 13-14.

A contracting agency must specify its needs and solicit offers in a manner designed to achieve full and open competition and may include restrictive provisions or conditions only to the extent necessary to satisfy the agency's needs. The determination of the government's needs and the best methods for accommodating those needs are generally the responsibility of the contracting agency; we will review such determinations to confirm that they are reasonably based. See Purification Env'tl., B-270762, Apr. 22, 1996, 96-1 CPD 203 ¶ at 4. The agency has explained that the SFO's stated 16 visitor-parking spaces are necessary for visitors to the office who often need to park over-sized recreational and work vehicles. The agency's asserted need for 48 parking spaces for a fleet of government vehicles, not specifically protested by HG, is also reasonably based. Finally, as to the protested 76 employee parking spaces required under the SFO, as the agency points out, although the

⁸ To the extent HG raises a new protest issue, in its supplemental comments, that the procurement is defective because the cost/benefit analysis referred to in the GSAR provision was not conducted, the challenge is untimely and will not be considered. Protester's Supplemental Comments at 11. Not only has HG known for months about the agency's determination to compete this requirement, but HG received the agency report--in which the agency indicated it did not consider relocation costs to be a factor and also did not include documentation of a GSAR-based cost/benefit analysis--5 weeks prior to the time HG first raised this issue. Our Bid Protest Regulations do not contemplate the unwarranted piecemeal presentation of protest issues. 4 C.F.R. § 21.2(a)(2) (1999); Golden Triangle Management Group, Inc., *supra*, at 5.

government is under no obligation to provide employee parking, it may be reasonable and allowable to do so where such facilities are necessary to avoid a significant impairment of the agency's operating efficiency. See Subsidized Parking for Employees of U.S. Mint, 72 Comp. Gen. 139, 141 (1993). Here, we believe the agency has reasonably demonstrated that agency functions would be significantly impaired without adequate employee parking facilities. As the agency explains, public transportation and off-street parking are limited, if available at all, throughout the Cedar City area, necessitating the use of employees' personal vehicles to and from the agency, and reasonably justifying the associated need for parking spaces for those vehicles.

Showers and Lockers

Finally, HG contends that the SFO's requirement for showers and lockers lacks detail and prevents offerors from preparing their proposals on an intelligent basis. Protest at 7. HG protests that the SFO is defective in that it describes the requirement for showers and lockers only in terms of room size, stating that each facility (one for men and one for women) is to be 100 square feet. SFO § 9.3. HG contends that a detailed design specification instead should be issued for the showers and lockers, stating, for instance, what type of shower stall is required. Protester's Supplemental Comments at 10.

The agency responds that the SFO contains general performance specifications, including the challenged one for showers and lockers, rather than detailed design specifications, to allow offerors to propose their own innovative approaches to meeting the agency's requirements. Supplemental Report at 14. The agency explains that the showers/lockers facilities to be provided must meet the identified total square footage in the SFO and be in compliance with the building and safety codes, including the Americans With Disabilities Accessibility Guidelines for Buildings and Facilities referenced in the SFO. SFO amend. No. 1, ¶ 4.2; Contracting Officer's Statement at 5.

To ensure specifications are stated in terms that will permit the broadest field of competition within the needs of the agency, such specifications may be performance-oriented, requiring offerors to use their own inventiveness and ingenuity in devising approaches that will meet the government's general performance requirements. Design specifications may inappropriately restrict competition where an agency is capable of stating its needs in terms of performance specifications which alternative designs could meet. See SAFECOR Sec. and Fire Equip. Corp., B-217216, May 10, 1985, 85-1 CPD ¶ 527 at 4-5.

We agree with the agency that an offeror with appropriate expertise should be knowledgeable of the applicable building code standards referenced in the SFO, enabling the offeror to prepare an intelligent proposal within the size standards provided. The protester's desire for more specific design specifications that may restrict competition or lessen its proposal risk is an insufficient basis to question the

adequacy of the stated performance requirement, which the agency has included in the SFO to allow flexibility in proposed design, and to thereby foster competition.⁹

The protest is denied.

Comptroller General
of the United States

⁹ HG also challenged the SFO's requirements regarding various calculations of usable and rentable square footage. The agency amended the solicitation to clarify its needs in this regard. The protester recently advised our Office that, although it still does not believe that the amended SFO's stated specifications in this area are adequate, it will pursue the matter directly with the agency through negotiations with the contracting office. Since we consider this aspect of HG's protest withdrawn, we will not consider it further.