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Decision

Matter of: Trademasters Service, Inc.

File: B-418546

Date: June 10, 2020

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DIGEST

Protest that solicitation deprives vendors of the ability to compete intelligently is denied where the record shows that the solicitation is drafted in a fashion that enables vendors to intelligently prepare their proposals and is sufficiently free from ambiguity so that vendors may compete on a common basis.

DECISION

Trademasters Service, Inc., a small business of Lorton, Virginia, protests the terms of request for quotations (RFQ) No. 47PD0120Q0001, issued by the General Services Administration (GSA) for facilities, engineering, operation, and maintenance services at a GSA regional office building. The protester alleges that the RFQ does not provide sufficient information to permit vendors to compete intelligently and fairly.

We deny the protest.

BACKGROUND

The RFQ, issued on November 27, 2019, sought quotations from holders of GSA's Federal Supply Schedule No. 03FAC (Facilities Maintenance and Management) contracts, to establish a blanket purchase agreement (BPA) for facilities maintenance services under the rules prescribed in Federal Acquisition Regulation 8.405-3. Agency

Report (AR), exh. 2, Amended RFQ at 6.¹ Specifically, the RFQ calls for the provision of facilities engineering, operation and maintenance, and related services for a GSA regional office building located in Washington, D.C., over the term of one base year and nine, 1-year option periods. *Id.*

The solicitation contemplates the issuance of a single BPA on a best-value tradeoff basis, considering the following non-price factors, listed in descending order of importance: management plan, prior experience, and past performance. *Id.* at 10-11. The RFQ also provides that non-price factors, when combined, are more important than price. *Id.*

On December 18, the agency held a pre-quotation conference and site visit for prospective vendors to tour and inspect the building, and following the site visit, the agency received and answered vendor questions. See *generally* AR, exh. 5, Regional Office Building Questions and Answers (Q&A), and exh. 13, Pre-Quotation Conference and Site Visit Meeting Minutes. The solicitation closed on March 6, and the agency received twelve quotations, including one from the protester. Contracting Officer's Statement (COS) at 6. Also on March 6, prior to the closing time, Trademasters filed its protest with our Office challenging the terms of the solicitation.

DISCUSSION

The protester argues that the RFQ deprives vendors of the ability to compete intelligently and fairly because the solicitation is missing material information, is unnecessarily confusing and duplicative, and impermissibly seeks to shift all the risk of the missing and confusing information to the contractor. Protest at 3-8. Specifically, the protester points to various "informational deficiencies" in the solicitation, and to several instances where the firm argues the solicitation provides insufficient information to permit a vendor to intelligently estimate its price, or devise an effective management plan. Protest at 4-6.

The agency responds that while specifications must be sufficiently clear to permit competition on an intelligent and equal basis, "there is no requirement that a solicitation be so detailed as to eliminate all performance uncertainties." Memorandum of Law at 1. The agency also asserts that "[s]ome risk is inherent in most types of contracts, and offerors are expected, when computing their prices, to account for such risk." *Id.* Moreover, while recognizing that "there is bound to be some incomplete information[,]," the agency argues that "[t]hose minimal uncertainties do not rise to the level of material deficiencies." *Id.* at 1-2. Finally, the agency points to the fact that it received [DELETED] quotations in response to its RFQ, presumably as evidence that the solicitation provides sufficient information for vendors to compete intelligently. *Id.* As

¹ Unless otherwise noted, all citations to the record are to the consecutive numbering of the pages in the Adobe PDF format of the documents provided by the agency.

discussed below, we see no basis to question the adequacy of the solicitation in this regard.

As a general rule, a solicitation must be drafted in a fashion that enables vendors to intelligently prepare their quotations and must be sufficiently free from ambiguity so that vendors may compete on a common basis. *ACME Endeavors, Inc.*, B-417455, June 25, 2019, 2019 CPD ¶ 224 at 3. However, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective vendor; to the contrary, an agency may provide for a competition that imposes maximum risks on the contractor and minimum burdens on the agency, provided the solicitation contains sufficient information for vendors to compete intelligently and on equal terms. *Phoenix Envtl. Design, Inc.*, B-411746, Oct. 14, 2015, 2015 CPD ¶ 319 at 3.

Trademasters argues, for example, that “the RFQ fails to give vendors a complete inventory of the equipment to be maintained for the Regional Office Building, and does not provide information on the manufacturer, model, age, condition, applicable warranties, manufacturer standards, or maintenance requirements for much of the equipment.” Protest at 4. The agency responds that it provided access to a file identified in the RFQ as a “Bidders Library” with detailed information for the building from the National Computerized Maintenance Management System as well as available inventory lists. COS at 5. Furthermore, the agency explained that it had responded to pre-bid requests for information (RFI) from vendors, addressing vendor questions wherever possible. *Id.* at 5-6. In its comments, the protester argues that the lack of information is “depriving quoters of reasonable insight as to the scope and intensity of the required operations, maintenance, and repairs[,]” which makes it impracticable for a vendor to price the effort.² Comments at 3-6.

Our review of the record, however, does not support the protester’s contention that the information provided to vendors in the solicitation was not sufficient for vendors to compete intelligently. Indeed, the record reveals that the agency provided various files in the agency report, including an inventory list, service call information, and other records for the building that is the subject of this procurement, as well as the question and answer exchanges conducted with prospective vendors. See *generally* AR, exh. 4, Tabs 1-17, and exh. 5, Regional Office Building Q&As. The record also reflects that vendors had pre-bid site access to inspect the premises. See AR, exh. 13, Pre-Quotation Conference and Site Visit Meeting Minutes. Given that vendors had an opportunity to conduct a site visit and submit RFIs for clarifications regarding the

² Trademasters specifically points to various areas where the firm asserts that the Bidder’s Library is missing material information, such as: historical data concerning repairs; technical details for various categories of equipment to be maintained under the BPA; and information about the type or number of, for example, security gates and retractable bollards. Comments at 2-6.

solicitations and its requirements,³ we do not find persuasive the protester's arguments that the solicitation was missing material information to a degree that prevented vendors from competing intelligently. Although certainly not dispositive, the fact that [DELETED] vendors were able to submit quotations weighs against the protester's assertion that the solicitation was so defective as to prevent vendors from fairly competing.

While we agree with the protester that the information provided by the agency is incomplete, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective vendor. *Phoenix Env'tl. Design, Inc., supra*. Such perfection, while desirable, is manifestly impractical in some procurements, and the mere presence of a risk factor does not render a solicitation improper. *Service Technicians, Inc.*, B-249329.2, Nov. 12, 1992, 92-2 CPD ¶ 342 at 2.

Furthermore, we note that in our recent decision in *Trademasters Service, Inc.*, B-418522.1, June 4, 2020, 2020 CPD ¶ ___, we addressed a similar protest of a substantially similar solicitation and concluded that that solicitation was unobjectionable. We see no meaningful basis to distinguish the solicitation in this case from the one examined in our prior decision. Accordingly, based on our review of the record, we conclude that the information provided by the agency is sufficiently detailed to permit vendors to intelligently prepare their proposals and compete on a common basis.

The protest is denied.

Thomas H. Armstrong
General Counsel

³ While the agency responded to some of the RFIs by noting that no better information was readily available, in the majority of cases the agency provided clarifications or additional information. See *generally* AR, exh. 5, Regional Office Building Q&As.