



Decision

Matter of: Modesto Management, LLC

File: B-423728

Date: September 30, 2025

Eric Dobyne for the protester.
Jared Levin, Esq., Department of Veterans Affairs, for the agency.
Alexa J. Young, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protest is dismissed on the basis that the protester is not an interested party to challenge the agency's award decision where protester fails to establish that it would be next in line for award even if our Office were to sustain its protest.

DECISION

Modesto Management, LLC, of Oak Park, Illinois, protests the award of a contract to Eleven Bravo Group, LLC, of Plantation, Florida, by the Department of Veterans Affairs (VA), under request for quotations (RFQ) No. 36C26325Q0529, for elevator maintenance services. The protester argues that the agency improperly evaluated its quotation under the technical factor and raises various challenges to the agency's evaluation of the awardee's quotation.

We dismiss the protest on the basis that the protester is not an interested party.¹

BACKGROUND

On March 12, 2025, the VA issued the RFQ as a set-aside for service-disabled veteran-owned small businesses (SDVOSB), pursuant to Federal Acquisition Regulation

¹ This protest is not subject to a GAO protective order because Modesto proceeded *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

part 13, seeking quotations for elevator maintenance services at the Minneapolis VA Health Care System facility.² AR, Exh. 2, RFQ at 1, 6; COS at 2. The RFQ contemplated the award of a single fixed-price contract with a base period of 1-year and up to four 1-year option periods. COS at 2; RFQ at 5-6.

Award was to be made on a lowest-price, technically acceptable (LPTA) basis considering two evaluation factors: (1) price and (2) technical. *Id.* at 56. To be technically acceptable, quotations had to include, among other things, the resumes of at least two elevator technicians, currently employed by the contractor or subcontractor, who would be performing under the contract. *Id.* at 149. The RFQ also included a limitation on subcontracting certification clause. In relevant part, this clause requires the vendor to certify that if awarded a contract for services, it will not pay more than 50 percent of the amount paid by the government to firms that are not certified SDVOSBs or certified veteran-owned small businesses. *Id.* at 151.

After a series of amendments, the agency extended the deadline for the submission of quotations to June 4. *Id.* at 150. In response to the amended RFQ, the agency received quotations from 17 vendors. COS at 3. Among those quotations, four, including Eleven Bravo's, were determined to be responsive to the RFQ and were considered for technical evaluation. *Id.* The remaining 13 quotations, including Modesto's, were determined to be ineligible for award for various reasons, including missing required documents listed in the technical portion of the RFQ. *Id.* All four of the responsive quotations were determined to be technically acceptable and quoted total prices lower than Modesto's. Memorandum of Law (MOL) at 10. Accordingly, in addition to Eleven Bravo, based on the agency's evaluation, there were three other vendors that submitted technically acceptable quotations at a lower price than Modesto's. *Id.* Based on the agency's evaluation, the quotation submitted by Eleven Bravo was determined to be technically acceptable and quoted the lowest price of \$2,173,301. *Id.* On July 2, the agency selected Eleven Bravo for award. COS at 3.

On July 3, Modesto filed an agency-level protest challenging the award decision.³ Protest, exh. G, Second Agency-Level Protest at 42. Modesto argued, among other things, that the agency improperly evaluated Eleven Bravo's quotation under the

² The RFQ was amended five times. Contracting Officer's Statement (COS) at 2. Exhibit two of the agency report (AR) is a copy of the original RFQ and each subsequent amendment. All citations to the RFQ refer to the document as most recently amended. For ease of reference, all citations to documents provided in the record reference the Adobe PDF page numbers of those documents.

³ Prior to its July 3 protest, Modesto initially filed a separate agency-level protest upon which the agency decided to take corrective action by amending the solicitation and requesting revised quotations, as discussed above. Protest, exh. A, First Agency-Level Protest at 6; Protest exh. B, Corrective Action Letter in Resp. to First Agency-Level Protest at 11.

technical factor because Eleven Bravo is not a licensed elevator contractor and therefore would be required to subcontract all its elevator mechanic work in violation of the limitation on subcontracting. *Id.* On July 9, the agency issued a decision dismissing the protest on the grounds that Modesto was not an interested party to challenge the award decision because it was ineligible for award. Protest, exh. H, Agency Decision in Resp. to Second Agency-Level Protest at 46-47. The agency found that Modesto's quotation was technically unacceptable because it failed to include the required resumes of the elevator technicians who would perform under the contract. *Id.* On July 17, Modesto filed this protest with our Office.

DISCUSSION

The protester argues, among other things, that the agency improperly evaluated its quotation under the technical factor.⁴ Protest at 1. More specifically, Modesto challenges the agency's evaluation of its quotation as technically unacceptable because, in its view, it submitted the resumes of its elevator technicians as required by the solicitation. *Id.* at 1-3. Modesto also reiterates its argument that because Eleven Bravo is not an elevator company, it is therefore unable to perform under the contract without subcontracting the totality of its work in violation of the limitation on subcontracting. *Id.* at 3.

In response, the agency argues, in relevant part, that the protester is not an interested party. MOL at 8-9. Specifically, the agency contends that even if Eleven Bravo was evaluated as technically unacceptable in accordance with Modesto's argument, there are still three other technically acceptable quotations with lower prices. *Id.* at 9. Accordingly, in the agency's view, Modesto would not be an interested party, even if its various challenges were sustained, because it would not be next in line for award. *Id.* at 10. We agree with the agency that Modesto is not an interested party to pursue this protest.

Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an interested party may protest a federal procurement. That is, for a protest ground to be considered by our Office, a protester must be an actual or prospective offeror or vendor whose direct economic interest would be affected by the award or failure to award a contract. 31 U.S.C. § 3551(2)(A); 4 C.F.R. §§ 21.0(a), 21.1. In a post-award context, our Office has generally found that a protester is an interested party to challenge an agency's evaluation of proposals--or, as here, quotations--only where there is a reasonable possibility that the protester would be next in line for award if its protest were sustained. *See Box, Inc.*, B-422234.4, June 13, 2024, 2024 CPD ¶ 140 at 3. Where, as here, there are intervening vendors that would be in line for the award even if the protester's challenges were sustained, the

⁴ We have considered all of Modesto's various arguments, including those that are in addition to or variations of those discussed below, and find no basis to sustain the protest.

intervening vendors have a greater interest in the procurement than the protester, and we generally consider the protester's interest to be too remote to qualify it as an interested party. See *NCS Techs., Inc.*, B-416936, Jan. 11, 2019, 2019 CPD ¶ 56 at 3.

Here, the record demonstrates that, in this LPTA procurement, there are three intervening vendors, whose technically acceptable quotations were lower-priced than Modesto's. Therefore, even if Modesto were correct that the agency improperly evaluated its quotation as technically unacceptable, and even if the protester succeeded in its various challenges to the agency's evaluation of Eleven Bravo's quotation, the other three vendors, not Modesto, would have been next in line for award. Therefore, to establish that it is an interested party, Modesto would need to meaningfully challenge the agency's evaluation of the three intervening quotations. See *NCS Techs.*, *supra* at 3-4.

In response to the agency report, Modesto argues that the intervening vendors cannot fulfill the requirements of the RFQ without violating the limitations on subcontracting. Comments at 3. To support this argument, Modesto generally states, without providing evidence, that there are "[v]ery few SDVOSB-certified elevator companies" and speculates that "[m]any" of the lower-priced quotations were submitted by vendors that are not elevator companies. *Id.*

These broad assertions, however, do not meet the requirement of our bid protest regulations that a protest include a detailed statement of the legal and factual grounds for the protest. 4 C.F.R. §§ 21.1(c)(4), (f); see *NCS Techs.*, *supra* at 4 (holding that a general statement that the protester proposed the lowest price possible to comply with the requirements of the solicitation, and any other vendor with a lower price must have been noncompliant, failed to meet the pleading standard established by our Office and therefore did not meaningfully challenge the intervening offers); see also *Gulf Civilization Gen. Trading & Contracting Co.*, B-419754, B-419754.2, June 10, 2021, 2021 CPD ¶ 208 at 8 (holding that the protester did not establish interested party status when it failed to advance any credible protest grounds challenging the intervening offerors' proposals). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4. In other words, the protester speculates that any other vendor with a lower-priced quotation could not have been technically acceptable; the protester's bare allegations, unsupported by evidence, do not meet this standard. Accordingly, we find that Modesto has not meaningfully challenged the agency's evaluation of the three intervening vendors and therefore is not an interested party for the purpose of maintaining its protest.

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel