



**G A O**

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**Comptroller General  
of the United States**

**United States General Accounting Office  
Washington, DC 20548**

# Decision

**Matter of:** Ronald W. Brown

**File:** B-292646

**Date:** September 30, 2003

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Ronald W. Brown for the protester.

Ronald W. Messerly, Snell & Wilmer, for RNPP, LLP, an intervenor.

Allan Aasmaa, Esq., GSA-Public Buildings Service, for the agency.

Mary G. Curcio, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## **DIGEST**

1. Where solicitation for lease of property specified western boundary for area under consideration as a street name, and nothing in the solicitation indicated that agency would consider only properties on the east side of the center of the street, agency reasonably determined that awardee's property on west side of the street was acceptable.

2. Solicitation provision stating that agency would not lease property within a 100-year flood plain did not bar agency from awarding lease for space within a building that itself was not located in the flood plain, even though the periphery of the property on which the building was located was within the flood plain.

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## **DECISION**

Ronald W. Brown (RWB) protests the award of a contract to RNPP, LLP under solicitation for offers (SFO) No. 1AZ0062, issued by the General Services Administration (GSA) to lease space for the Bureau of the Census and The Fish and Wildlife Service in a designated area of Tucson, Arizona. RWB asserts that the property offered by RNPP is not within the designated area, and that it is located in a flood plain in violation of the solicitation.

We deny the protest.

The solicitation delineated the western boundary for the lease site as Bonita Avenue. SFO, amend. No. 1, § 1.2. RWB argues that the property offered by RNPP, at 201 N. Bonita Avenue, does not fall within this specified area because it is located

on the west side of the street. In the protester's view, the property must be located no further than the centerline of Bonita Avenue in order to be considered within the western boundary. This argument is without merit. The agency explains that it did not intend to limit acceptable properties to the east side of Bonita Avenue, and since the solicitation did not specify this limitation, it was reasonable for the agency to consider the awardee's property on the west side of Bonita Avenue.

RWB also complains that the property offered by RNPP is located within a 100-year flood plain, in violation of the solicitation, which stated that GSA would not award a contract for a property located within a 100-year flood plain unless there was no practicable alternative; RWB concludes that RNPP's property was not eligible for award.

RWB's argument is without merit. The solicitation did not call for a parcel of land; rather, it called for approximately 14,400 rentable square feet of space and 23 on-site parking spaces. SFO, amend. No. 1, § 1.1A. RNPP offered 13,574 square feet of space and 23 on-site parking spaces.<sup>1</sup> While a peripheral part of the land on which the offered space is located apparently sits within a 100-year flood plain, neither the building nor the parking spaces that GSA is leasing are located in the flood plain. Since the contract is for the lease of building and parking space, which are not in the flood plain, and there is no argument or evidence that the flood plain will interfere with the agency's use of the leased space, we think GSA reasonably determined that the awardee's offer was acceptable.

The protest is denied.

Anthony H. Gamboa  
General Counsel

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<sup>1</sup> Part of the space is in a building already in existence, and part is in a building to be constructed.