



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Ronald S. Yacisin

File: B-245803

Date: November 20, 1991

Ronald S. Yacisin for the protester.
Angela M. Callie, U.S. Department of Agriculture, Farmers Home Administration, for the agency.
Linda C. Glass, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Small purchase procurement must be conducted consistent with the concern for fair and equitable competition inherent in any competition. Agency decision to award contract for credit renewal package preparation to higher-priced quoter was proper where record shows that evaluation was consistent with terms of solicitation, and support agency's conclusion that awardee's quote was superior to the protester's.

DECISION

Ronald S. Yacisin protests the award of a purchase order to Denise Huber under request for quotations (RFQ) 60-242K-1-Q0052, issued by the Farmers Home Administration, Department of Agriculture, for credit renewal packages preparation for Blair and Huntington counties in Pennsylvania. Yacisin alleges that the agency improperly evaluated his quote and that award to Huber at a higher price therefore was improper.

We deny the protest.

The RFQ, issued as a small business, small purchase set-aside, contemplated the award of a fixed-price requirements contract. Award was to be made on the basis of the most advantageous offer based on an evaluation of technical merit with price as a consideration. The stated evaluation factors were technical, management, and examination test score. The RFQ provided that technical and management were worth 20 points each. Under technical, proposals were to be rated on the following: compliance with requirements, soundness of approach, and location of facilities. Under management, proposals were to be rated on adequacy of

resources and experience. The RFQ stated that award could be made to other than the lowest-priced, technically acceptable quoter if another quoter's technical merit justifies the additional cost. The RFQ also provided that price would not be a controlling factor in the selection but the importance of price would increase with the degree of equality of proposals with regard to the other factors.

The agency evaluated the seven quotes received in response to the RFQ. Huber received the highest evaluation score for her quote and was ranked first. While Yacisin had quoted a lower price, his proposal, considered technically acceptable, was ranked third. Because of Huber's higher technical rating and what was viewed as a reasonable price, Huber was awarded the purchase order. In the letter notifying Yacisin of the award, the agency stated that Yacisin's "quotation was not accepted because it was not ranked as the highest in technical merit."

Yacisin argues that it was improper for the agency to award to a higher-priced quoter and that the agency's rating of Huber, the incumbent, "was biased in that the advantages of incumbency did not indicate a significant technical advantage that would warrant paying substantially more" for the requirement.

This procurement was conducted under the small purchase procedures of part 13 of the Federal Acquisition Regulation (FAR), and therefore was not governed by normal competition procedures. Small purchase procedures are designed to minimize the administrative costs of acquiring relatively inexpensive items. Therefore, a contracting officer need only solicit quotations from a reasonable number of potential sources, judge the advantages and disadvantages of each quotation in relation to the prices quoted, and determine in good faith which quotation will best meet the needs of the government. Brennan Assocs., Inc., B-231859, Sept. 28, 1988, 88-2 CPD ¶ 295; Le Prix Elec. Distribs., Ltd., B-213303, June 18, 1984, 84-1 CPD ¶ 634. The procurement, however, still must be conducted consistent with the concern for a fair and equitable competition that is inherent in any procurement. Armour of Am., B-237690, Mar. 19, 1990, 90-1 CPD ¶ 304. In this connection, it is fundamental that an agency must evaluate proposals in accordance with the terms of the solicitation. See Peter N.G. Schwartz Cos. Judiciary Square Ltd. Partnership, B-239007.3, Oct. 31, 1990, 90-2 CPD ¶ 353. In reviewing protests against allegedly improper evaluations, we will examine the record to determine whether the agency met this standard, and whether its judgment was reasonable and supported by the record. Id.

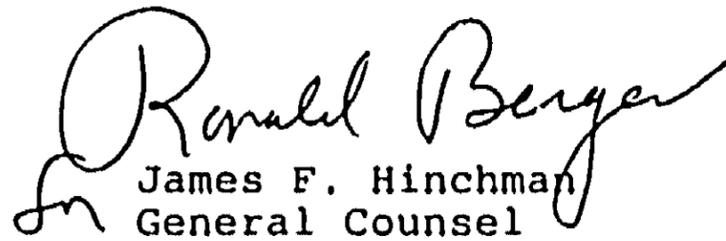
Based on our review of the record, we find that the agency's technical evaluation was in accordance with the terms of the RFQ and that the award decision was reasonable. Yacisin supports his protest only with his own view that his quote was improperly evaluated in that his quote should have received full credit for certain evaluation factors and the fact that his quoted price was lower than the awardee's. The record shows that quotations were evaluated on the basis set forth in the solicitation, and that Huber's quote received higher total scores than did Yacisin's. The protester did not receive full credit for certain evaluation factors because he failed to provide specific information required by the RFQ. For example, for location of official facilities, the protester, without any elaboration, stated that he would establish a field office in one of the two counties to which services were to be provided. He did not provide any specifics as to what type of facility, or its proposed location. The agency also found that under resources and experience, the protester's proposal lacked specifics as to how he would effectively manage the work and meet deadlines other than to identify two employees who would perform the work. He also failed to state that he had the necessary office equipment such as a telephone, access to a copy machine, typewriter, and tape calculator, which the RFP identified as required for performance. Further, Yacisin failed to provide a local telephone number as required by the RFQ. The agency concluded, and the record shows, that the protester's quote lacked details concerning his resources and just did not demonstrate an ability to effectively manage the requirement in a timely manner.

On the other hand, the agency found that Huber submitted a detailed proposal that demonstrated prior experience with preparing credit renewal packages for Blair and Huntington counties, with a good office location and the necessary resources, including accessibility by telephone. Huber also showed her compliance with requirements/soundness of approach by including a step-by-step process for handling the work.

While Yacisin disagrees with the agency's conclusion here, the record shows that he simply did not explain in sufficient detail exactly how he was going to perform the requirement. Accordingly, we cannot conclude that the agency's evaluation of his quote was unreasonable. Further, the record shows that Huber's quote was reasonably found superior based on Huber's relevant experience, office location, available resources and approach. Since, in our view, Huber's quote demonstrated significant technical advantages, we have no basis to question the agency's finding that Huber's higher-rated proposal was worth the price premium and best met agency needs.

To the extent that the protester is arguing that his proposal was unfairly evaluated because of agency bias, as discussed above, our review of the evaluation records related to the quotes submitted by both Yacisin and Huber shows that the evaluation of these quotations had a reasonable basis with no indication of bias on the part of the agency due to Huber's incumbency. It is not unusual for a contractor to enjoy an advantage in competing for a government contract by reason of incumbency, and such an advantage, so long as it is not the result of preferential treatment or other unfair action by the government, need not be discounted or equalized. Liberty Assocs., Inc., B-232650, Jan. 11, 1989, 89-1 CPD ¶ 29. Moreover, the fact that Huber indicated in her quote that she once worked for a Congressman who represented the district where the services are to be performed, a matter alluded to by the protester, does not indicate bias on the part of the agency. Prejudicial motives will not be attributed to contracting officials on the basis of unsupported allegations, inference or supposition. Systems & Processes Eng'g Corp., B-232100, Nov. 15, 1988, 88-2 CPD ¶ 478. We have no basis to conclude that bias was involved in the selection of Huber's quote.

The protest is denied.


James F. Hinchman
General Counsel