



Decision

Matter of: John Blood
File: B-402133
Date: January 15, 2010

John Blood for the protester.
Elin M. Dugan, Esq., Department of Agriculture, Forest Service, for the agency.
Susan K. McAuliffe, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of evaluation of protester's quotation, and selection of higher-priced, higher technically rated quotation, is denied where evaluation and selection were reasonable and in accordance with the solicitation evaluation criteria.

DECISION

John Blood, of Flagstaff, Arizona, protests the evaluation of his quotation and the selection of the higher-priced, higher technically rated quotation submitted by Lara Brothers, Ltd., of Castle Rock, Washington, under request for quotations (RFQ) No. AG-0276-S-09-0032, issued by the Department of Agriculture, Forest Service, for tree thinning services in Clearwater National Forest.¹

We deny the protest.

The RFQ, issued on August 3, 2009 (as a small business set-aside, commercial item procurement under simplified acquisition procedures), sought price and technical quotations for the tree thinning services. The source selection, considering technical and price factors (where technical factors combined were to be approximately equal in importance to price), was to be based on the technically acceptable quotation that presented the technical/price relationship considered most advantageous to the government. RFQ at 45. The RFQ set out three technical evaluation factors, each

¹ The objective of the tree thinning work is to improve forest health and yield capability by removing certain undesirable trees and retaining other trees.

with a list of identified subfactors for which vendors were to provide specific information for evaluation; vendors were specifically instructed that quotations would not be considered without the requisite information for evaluation. Id. Under the qualifications and experience factor, vendors were to demonstrate the ability to perform by, among other things, identifying key personnel and their experience with similar work, including identifying tree species, recognizing tree diseases (especially white pine blister rust), understanding crown class structure, thinning trees using variable spacing, and achieving the production rates required by the RFQ. Id. For the evaluation of past performance, vendors were required to list “all” (emphasis in original) tree thinning and similar contracts awarded them in the past 3 years, including details regarding the size and location of the work, thinning quality achieved, key personnel and contracting officer involved, and, if problems were encountered, what corrective actions were taken. Id. Under the work plan and production schedule factor, vendors were to describe the workforce to be provided and the equipment to be used, including the number of crews, crew size, production rates to be achieved, and estimated starting and completion dates, demonstrating the ability to timely complete the work. Id. Prices were to be evaluated for reasonableness. Id. Vendors were advised of the importance of their initial quotation submissions, since selection was to be made upon initial quotations, without the opportunity for negotiations or revisions. Id. at 46.

Twelve quotations were received by the August 28 closing date. John Blood’s quotation, the lowest priced (at \$57,990), was evaluated as marginal technically with high performance risk due to a material lack of information; the evaluators noted, for example, that for the qualifications and experience factor, the quotation lacked a substantial amount of information required by the RFQ to demonstrate the vendor’s knowledge of tree species, diseases, damaging agents, and variable spacing. The agency found the protester’s past performance acceptable despite the protester’s failure to discuss key personnel and thinning quality achieved, as required, since a past performance reference reported acceptable performance by the protester of thinning work in a different region; the contracting officer reports, however, that there was some concern in terms of performance risk because the protester’s quotation failed to identify or explain a recent termination for convenience of a thinning contract following a claim for equitable adjustment in price. Under the work plan and schedule factor, the quotation was found to lack required information about the equipment to be used and the estimated dates of performance. Given the substantial omissions of required evaluation information, the quotation was rated as marginal with high performance risk.

Lara Brothers, which submitted the next low price (\$73,530), was found to have submitted a detailed technical quotation providing the information required for each evaluation factor to demonstrate its qualifications and substantial experience, successful performance of similar work, and a strong work plan and schedule of performance; the quotation was found technically acceptable (the highest rating available) with low performance risk. Determining that the lower performance risk associated with Lara Brothers’ quotation was worth the \$15,000 cost premium

associated with it, the contracting officer selected that firm to do the work. The agency provided John Blood with a summary of the bases of the evaluation of his quotation and the source selection; this protest followed.

In reviewing a protest against the propriety of an evaluation, it is not our function to independently evaluate proposals and substitute our judgment for that of the contracting activity. Barents Group, L.L.C., B-276082, B-276082.2, May 9, 1997, 97-1 CPD ¶ 164 at 6. Rather, we will review an evaluation to ensure that it was reasonable and consistent with the evaluation criteria in the solicitation and applicable procurement statutes and regulations; a protester's mere disagreement with the evaluation does not show it lacked a reasonable basis. Id. On the record here, we see no basis to question the evaluation of the protester's quotation or the source selection decision.

The RFQ expressly required technical submissions from each vendor demonstrating the ability to perform based on the vendor's qualifications, experience, past performance, and work plan and schedule information. The record shows that a substantial amount of required information was not submitted by John Blood; the protester does not refute the agency's item-by-item list of missing information in his quotation. Rather, the protester generally contends the agency should have concluded that his ability to perform was demonstrated by this quotation's reference to 30 years of thinning experience, and because the protester allegedly showed an understanding of the requirements in speaking with agency personnel about the work prior to submitting a quotation.

A vendor is responsible for demonstrating affirmatively the merits of its quotation and risks rejection if it fails to do so. See HDL Research Lab, Inc., B-294959, Dec. 21, 2004, 2005 CPD ¶ 8 at 5. Further, no matter how competent a vendor may be, the technical evaluation must be based on information included in the firm's quotation. See Watson Indus., Inc., B-238309, Apr. 5, 1990, 90-1 CPD ¶ 371 at 3-4. Since the RFQ here required the vendors to include specific technical information for evaluation, we consider reasonable the agency's determination that the protester's failure to submit the information rendered its quotation technically marginal, at best, and presented substantial performance risk. Given these agency findings, we have no basis to question the reasonableness of the agency's selection of the higher-priced, but technically superior, lower risk quotation from Lara Brothers.

The protest is denied.

Lynn H. Gibson
Acting General Counsel