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145226



Comptroller General  
of the United States  
Washington, D.C. 20548

## Decision

**Matter of:** James S. Hutcheson

**File:** B-244662

**Date:** October 28, 1991

James S. Hutcheson for the protester,  
Allen W. Smith, Department of Agriculture, for the agency,  
Paula A. Williams, Esq., and Paul I. Lieberman, Esq., Office  
of the General Counsel, GAO, participated in the preparation  
of the decision.

### DIGEST

Agency reasonably evaluated offer as technically unacceptable where protester failed to include information required by the solicitation to evaluate offerors' experience, knowledge, and ability to perform the services being acquired under the solicitation.

### DECISION

James S. Hutcheson protests the award of a contract to Conservation Resources, Inc. (CRI) under request for quotations (RFQ) No. R1-5-91-51, a small business set-aside, issued by the Forest Service, Department of Agriculture, for the performance of trail surveys. Hutcheson asserts that the agency improperly evaluated his quotation and awarded the contract to a less qualified, higher-priced firm.

We deny the protest.

The RFQ, issued on May 23, 1991, sought quotations to conduct trail log and prescription surveys in the North Fork Ranger District of the Clearwater National Forest. The services include describing the actual conditions of the trails being surveyed and recommending corrective action needed. These surveys are used by the agency to write trail maintenance, construction/reconstruction contracts, and to inform the public of trail conditions.

The RFQ provided for award to the firm whose quotation was the most advantageous to the government, price and technical factors considered. The RFQ advised that quotations "submitted without a technical proposal will not be considered for award." Quotations were to be evaluated on the basis of eight listed criteria and quoters were required to address each specific criterion in their quotations.

The agency received two quotations, one from the protester for \$4,716.77 and one from CRI for \$4,815.00. Hutcheson's quotation was evaluated as technically unacceptable because it lacked sufficient information to permit a complete and accurate evaluation. Award was made to CRI, which had proposed a price within \$100 of Hutcheson's and submitted a detailed technical proposal, including a descriptive brochure, which had addressed each criterion set forth in the solicitation.

Hutcheson protested to our Office alleging that, since he had performed similar work last season in the Clearwater National Forest, the agency had sufficient information to establish his qualifications and ability to perform the work in a timely and satisfactory manner. Hutcheson also asserts that, if the agency believed his quotation lacked sufficient information, he should have been given an opportunity to "resubmit his technical proposal." The protester argues that a proper evaluation would have resulted in his quotation being considered "most advantageous" since he is more qualified than the awardee and he offered a lower quote than the awardee.

When an agency evaluation is challenged, we will examine that evaluation to ensure that it was reasonable and consistent with the stated evaluation criteria. See Viking Instruments Corp., B-238183, Apr. 24, 1990, 90-1 CPD ¶ 414. However, regardless of any prior performance, if an offeror submits a quotation that is not adequate to establish technical acceptability, it bears the risk of having its quotation downgraded or rejected as a result. See GTE Int'l, Inc., B-241692, Feb. 19, 1991, 91-1 CPD ¶ 186; Commodore Mfg., Inc.; BWC Technologies, Inc., B-239345; B-239345.2, July 25, 1990, 90-2 CPD ¶ 77.

Here, the Forest Service properly concluded that Hutcheson's quotation lacked most of the information which the solicitation required for evaluation purposes. Under the first listed criterion, Hutcheson's quotation states that "[he] performed same for same forest last season" and under the sixth criterion, the protester lists only this same 1990 contract. For criteria 7 and 8, the protester lists himself as a one person crew producing 5 miles per day. Hutcheson's quotation provides no information under criteria 2, 3, 4 or 5.


Since Hutcheson failed to provide the information required by the RFP to permit the agency to establish technical acceptability, the agency had a reasonable basis to exclude the quote as technically unacceptable. See Data Controls/North Inc., B-233628.4, Apr. 5, 1989, 89-1 CPD ¶ 354. Contrary to the protester's contention, the agency was not required to give Hutcheson an opportunity to

"resubmit" the quotation with this information since the RF, explicitly required the protester to provide this information in the quotation. See GTE Int'l, B-241692, supra; Huff & Huff Serv. Corp., B-235419, July 17, 1989, 89-2 CPD ¶ 55. In any event, we note that the agency did, in fact, consider the information which it had available with regard to Hutcheson's performance of its prior contract, and reasonably concluded that this information did not provide a basis to evaluate Hutcheson's offer as other than less technically desirable than CRI's offer.

In his comments on the agency report, Hutcheson raised for the first time an allegation that the agency should have referred any question as to the adequacy of its quotation to the Small Business Administration (SBA) for possible issuance of a certificate of competency. While this allegation is untimely raised, we note that it was the lack of detail in Hutcheson's quotation, not the firm's responsibility which resulted in Hutcheson's evaluation as technically unacceptable. In such circumstances, referral to the SBA is not required. See TM Sys., Inc., B-236708, Dec. 21, 1989, 89-2 CPD ¶ 577.

The protester also asserts that the agency treated him unfairly in the evaluation process, speculating that the agency "blacklisted" him because of a claim he had filed under a prior contract. The material submitted by Hutcheson with regard to this allegation provides no basis to conclude that the Forest Service acted in bad faith; rather, it merely provides evidence that Hutcheson had filed a claim and received an agency settlement from which Hutcheson draws the unsubstantiated inference that the agency was disposed to treat the firm unfairly under subsequent solicitations.

The protest is denied.

  
for James F. Hinchman  
General Counsel