U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548
Comptroller General
of the United States

DOCUMENT FOR PUBLIC RELEASE
The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Guardian Construction, Inc.

File: B-424757; B-424757.2

Date: October 30, 2026

Paige B. Spratt, Esq., Schwabe, Williamson & Wyatt, P.C. for the protester.
Randall T. Fitzgerald, Esq., Tyler Ellis, Esq., and Elin M. Dugan, Esq., Department of Agriculture, for the agency.
Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably evaluated quotations and improperly made the selection decision is denied where the record shows the evaluation and selection decision were consistent with the terms of the solicitation and the contents of submitted quotations.

DECISION

Guardian Construction, Inc., of Layton, Utah, protests the issuance of a purchase order to SD Resources, Inc., of Evansville, Illinois, under request for quotations (RFQ) No. 12445526Q0047, issued by the Department of Agriculture, Forest Service, for commercial rehabilitation and construction services. Guardian argues that the agency unreasonably evaluated its quotation and improperly made the selection decision.

We deny the protest.

BACKGROUND

On April 28, 2026, the Forest Service issued the RFQ to procure commercial rehabilitation and construction services at the Crane Lake Dam located in the Mark Twain National Forest, Rolla, Missouri. Agency Report (AR), Tab 1, RFQ at 1, 4. Examples of services to be provided include removing the upper layer of organic material that is unsuitable as embankment fill and installing a high-performance erosion control system. *Id.* at 4. The RFQ contemplated the issuance of a fixed-price purchase order to be performed over a 1-year period. RFQ at 1, 21.

When describing the "Evaluation and Basis for Award," the RFQ explained that quotations would be evaluated pursuant to Federal Acquisition Regulation (FAR) 12.203, and that "[a]ward will be made to the vendor representing the best value" considering past performance, experience, technical approach to performing the work, and price factors. RFQ at 21-22. The RFQ also provided the following:

> All quotations will be evaluated to identify the vendor presenting the most technically advantageous solution based on the stated evaluation criteria. Award will be made to the vendor whose quote is determined to be the highest technically rated, provided that:
>
> - The proposed price is fair and reasonable, and
> - Past Performance is assessed as acceptable or neutral.
>
> Award will not necessarily be made to the lowest-priced vendor.
>
> Technical and past performance, when combined, are approximately equal when compared to price.

Id. at 22.

Four vendors, including Guardian and SD Resources, submitted quotations prior to the June 25, 2026, close of the solicitation period. Contracting Officer's Statement (COS) at 2. One quotation was eliminated as non-responsive. *Id.* Agency evaluators conducted a "comparative evaluation" of the three remaining quotations pursuant to Revolutionary FAR Overhaul (RFO) 12.203. *Id.*

Specifically, the agency compared quotations under each evaluation factor, and assigned points based on their respective rankings. COS at 5. Three points were given to the quotation rated the highest, two points for the second highest, and one point for the lowest. AR, Tab 22, Technical Evaluation Panel Report (TEP) at 5. As relevant here, based on the comparative evaluation, SD Resource's quotation was assigned ten points and Guardian's quotation was assigned seven points. *Id.*

The contracting officer, acting as the source selection authority (SSA), reviewed the comparative evaluation results and conducted a tradeoff analysis. AR, Tab 23, Source Selection Decision (SSD) at 1. When reviewing vendors' referenced past performance and experience, the SSA noted that Guardian's quotation demonstrated good quality of performance on non-relevant projects and that past performance information for relevant projects was not provided. *Id.* The SSA also noted that it contacted one of Guardian's references who explained that Guardian took multiple months to rectify a particular performance issue. *Id.* The SSA also determined that Guardian failed to demonstrate any relevant experience. *Id.* In contrast, the SSA noted that SD Resources had relevant past performance and experience, and that SD Resources did not receive any negative reviews for its quality of performance. *Id.*

The SSA also compared vendors' technical approaches. AR, Tab 23, SSD at 2. The SSA noted that it viewed Guardian's technical approach as unfavorable because the firm failed to include a list of equipment and provided a basic plan for working at a remote site. *Id.* In contrast, the SSA noted that SD Resources demonstrated a thorough approach, which constituted the best technical plan. *Id.*

Given her analysis, the SSA determined that SD Resources' quotation represented the most technically advantageous solution. AR, Tab 23, SSD at 2. The SSA then reviewed SD Resources' quoted price and determined that the price was fair and reasonable based on her comparison of quoted prices. *Id.* As a result, the agency issued a purchase order to SD Resources in the amount of $3,463,720. *Id.*

After learning that its quotation was unsuccessful, Guardian filed this protest with our Office.

DISCUSSION

Guardian raises multiple allegations challenging the agency's conduct of this procurement. Principally, Guardian argues that the agency's evaluation deviated from the evaluation scheme set forth in the solicitation. Guardian also argues that the agency unreasonably evaluated its quotation under the past performance, experience, and technical approach factors. Finally, Guardian argues that the agency improperly conducted the selection decision.

We have reviewed all Guardian's challenges, and do not find that any provide us with a basis to sustain the protest.[1] We discuss the principal allegations below, but note, at the outset that, in reviewing protests challenging an agency's evaluation of quotations, our Office does not reevaluate quotations or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's judgment was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *GCC Techs., LLC*, B-416459.2, Nov. 19, 2018, at 2.

Evaluation Scheme

Guardian argues that the Forest Service unreasonably applied a pairwise comparison methodology pursuant to RFO 12.203, even though the RFQ advised that quotations would be evaluated pursuant to codified FAR 12.203. The protester argues that the RFQ requires the agency to evaluate quotations strictly against the evaluation factors set forth in the solicitation and then conduct a comparison as part of a tradeoff analysis

[1] The protester also argues that the agency violated the automatic stay pursuant to 31 U.S.C. § 3553. *See* Supp. Comments at 6-7. However, GAO does not administer the requirements to suspend contract performance. 4 C.F.R. § 21.6.

pursuant to codified FAR part 13.[2] Supp. Protest at 3-5; Supp. Comments at 2. In this regard, Guardian argues that, had the agency disclosed that its quotation would have been evaluated under a pairwise comparison scheme, then it would have changed its quotation to score more points. Supp. Protest at 4. The Forest Service counters that the RFQ contemplated an evaluation conducted pursuant to RFO 12.203, and that the applied "comparative evaluation" scheme was consistent with the terms of the solicitation. Supp. Memorandum of Law (MOL) at 2; Supp. COS at 1.

It is a fundamental principle that a contracting agency must evaluate proposals consistent with the terms of the solicitation. *Export 220Volt, Inc.*, B-412303.2, Jan. 20, 2016, at 4. Further, it is well-established that contracting agencies do not have the discretion to announce in the solicitation that they will use one evaluation plan, and then follow another. *Id.* at 5. Once offerors are informed of the criteria against which proposals will be evaluated, the agency must adhere to those criteria in evaluating proposals and making its award decision, or inform all offerors of any significant changes made in the evaluation scheme. *Id.*

Here, we find the evaluation unobjectionable. Even assuming the RFQ contemplated an evaluation conducted pursuant to codified FAR parts 12 and 13, as opposed to RFO 12.203, we would not find the agency evaluators' employment of a pairwise comparison evaluation scheme objectionable. This is because codified FAR 13.106-2(b)(3) expressly provides that "[c]ontracting offices may conduct comparative evaluations of offers."

Further, the RFQ specified that "[a]ll quotations will be evaluated to identify the vendor presenting the most technically advantageous solution based on the stated evaluation

---

[2] The agency's evaluation materials explain the "pairwise comparison" procedure. AR, Tab 22, TEP at 8. We summarize that procedure as follows:

> A pairwise comparison occurs where the agency evaluates quotations in a "head-to-head" manner and assigns points based on their respective rankings under each factor. For example, assuming four responsive quotations (A, B, C, and D) and three evaluation factors (technical, past performance, and price), the agency will first evaluate quotations under the technical factor by comparison A against B. If A's quotation is superior, then the agency will compare A against C. If C is better, then the agency will assume C is better than B, and then compare C against D. If D is better, then the agency will rank and assign points in the following order (D -- 4 points, C -- 3 points, A --2 points, and B -- 1 point). The agency will then repeat the procedure for the remaining two factors and assign points accordingly. The agency will then total all points and select the highest scoring quotation. The agency would not conduct a tradeoff analysis.

Id.

criteria." RFQ at 22. Consistent with that directive, the record shows the agency considered Guardian's technical submission under each of the evaluation factors. AR, Tab 22, TEP at 3. Significantly, while the agency evaluators compared quotations "head-to-head," to the extent the protester finds this approach objectionable, the protester's concerns are without a basis because the pairwise comparisons and resulting point scores were not determinative; instead, the record shows that the SSA did what the protester argues that the agency should have done, that is the SSA considered the qualitative merits of each quotation and compared them against each other as part of the tradeoff analysis. AR, Tab 23, SSD at 1-2. In other words, to the extent the SSA relied on the evaluators' pairwise comparisons, it was merely as an aid in the tradeoff analysis, which is entirely appropriate. *See Information Ventures, Inc.*, B-407478.4, July 17, 2013, at 8 n.5 ("Point scores and adjectival ratings are merely guides for intelligent decisionmaking."). Accordingly, we deny the allegation.

Past Performance

Guardian argues that the agency unreasonably evaluated its referenced past performance when it concluded that they were not relevant to the requirements. Protest at 6. Further, the firm argues that the agency unreasonably focused on a minor issue with its referenced past performance and ignored the larger positive trend. Comments at 4.

The Forest Service responds that it reasonably evaluated Guardian's past performance as disadvantageous. COS at 8. The agency explains that Guardian's referenced past performance involved services for buildings, campground improvements, and road paving, which were not relevant to the scope to this acquisition. *Id.* The Forest Service also explains that it received a past performance questionnaire stating that Guardian experienced a performance issue on one of the referenced contracts.[3] *Id.*

By way of additional background, the RFQ instructed vendors to provide past performance information as part of their technical submissions. RFQ at 24. Specifically, vendors were instructed to submit a list of relevant work performed within the past five years. *Id.* Vendors were also instructed to provide contact information for prior customers, so that the agency could evaluate quality of performance. *Id.* When evaluating past performance, the RFQ advised that the agency would consider the currency, relevancy, and general trends in contractor performance to determine the degree to which each vendor satisfied previous customers. *Id.* at 21.

As part of its quotation, Guardian referenced four contracts. AR, Tab 20, Guardian Tech. Quotation at 4-6. One contract referenced the firm's construction of visitor center improvements at the Hoover Dam, which involved earthwork and concrete construction

[3] To be clear, the protester does not argue that it should have received a "neutral" rating; rather, the firm argues that the agency unreasonably evaluated its recent and relevant past performance. Protest at 6.

services. *Id.* at 4. The second contract referenced the firm's designing and construction of an office facility, which also involved earthwork and concrete construction services. *Id.* at 4-5. The third contract referenced performance providing campground infrastructure improvements, which included earthwork, drainage, and concrete experience. *Id.* The fourth contract referenced performance providing roadway rehabilitation services, which also involved earthwork construction services. *Id.* at 6.

For each referenced contract, Guardian provided a point of contact person. AR, Tab 20, Guardian Tech. Quotation at 4-6. The agency sent each of Guardian's contact persons a questionnaire, but only one responded. COS at 5. The completed questionnaire explained that Guardian encountered some performance issues, including hiring and using an unprepared quality control manager for several months which resulted in some frustration for the customer. *Id.* at 8-9.

The agency determined that Guardian's past performance was comparatively less advantageous than SD's past performance. The agency noted that the firm demonstrated good performance related to buildings, campground improvements, and road paving, and had provided services to multiple federal agencies; however, the agency ultimately determined that the referenced past performance was not relevant to the scope of the project because it did not evidence experience with dams, water control, dewatering, or concrete piping. AR, Tab 23, SSD at 1; AR, Tab 22, TEP at 5. The agency also noted that Guardian had received a negative reference for one of its contracts. AR, Tab 22, TEP at 5.

In reviewing a protest challenging an agency's past performance evaluation, we will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations. *SoniTech NDT*, B-407115, Nov. 2, 2012, at 5. A protester's mere disagreement with the agency's evaluation provides no basis to question the reasonableness of the evaluator's judgments. *Id.*

Here, the record does not support Guardian's challenge. Our review confirms the agency's position that Guardian's referenced performance lacked relevancy because the referenced performance did not involve construction services for dams, water control, dewatering, and concrete piping. Additionally, our review confirms that Guardian's past performance questionnaire disclosed a contract performance issue. While Guardian may argue that the agency's consideration of the questionnaire ignores a positive trend with the firm's overall performance, we think that position merely disagrees with the agency's judgment and does not provide us with a basis to sustain the protest.

Experience

Guardian argues that the Forest Service unreasonably evaluated the firm's quotation under the experience factor. The protester argues that the agency unreasonably

focused on whether the firm had dam-related experience because the RFQ did not provide such requirement. Protest at 7. Instead, the protester argues that the RFQ only required the firm to demonstrate similar experience with previous construction experience in earthwork, concrete, and hydroturf installations. *Id.* The Forest Service counters that it reasonably considered whether Guardian had dam-related experience because this is a contract for dam rehabilitation and the RFQ advised that the agency would assess whether vendors demonstrated specialized experience and skill relevant to the project. MOL at 7.

As additional background, the RFQ instructed vendors to provide the following:

> Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) for work similar in nature and scope in geographical conditions similar to this requirement (remote location, damp climate, similar logistical challenges for transporting equipment and materials, care and feeding of crew, etc.).
>
> - Previous construction experience in earthwork, concrete, and hydroturf installations
> - Hydroturf training and certification

RFQ at 24. When evaluating experience, the RFQ stated that the agency would "assess the specialized experience and skill of the firm with a focus on experience that is relevant to the specified project." *Id.* at 21.

As part of the evaluation, the agency made several observations about Guardian's experience. AR, TAB 22, TEP at 3. Agency evaluators noted that Guardian referred to the same contracts identified as demonstrating the firm's past performance, and that none of these contracts demonstrated experience working on dams, water control, dewatering, and concrete piping, or were otherwise relevant. *Id.* Ultimately, the SSA concluded that Guardian did not exhibit relevant experience. AR, Tab 23, SSD at 1.

On this record, we have no basis to object to the agency's evaluation. As noted above, the RFQ explained that the agency would evaluate each vendor's level of specialized experience and skill with relevant projects. Further, because this acquisition is for dam rehabilitation services, we see nothing unreasonable about the agency examining whether vendors demonstrated that particular experience. *See Tec-Masters, Inc.*, B-416235, July 12, 2018, at 4 (agency may apply evaluation considerations that are not expressly outlined in the solicitation, so long as the considerations are reasonably and logically encompassed within the stated evaluation criteria).

Additionally, our review confirms that Guardian did not exhibit dam rehabilitation experience. While the firm described earthwork, concrete, and concrete construction services, this experience was limited to buildings, campground infrastructure

improvements, and roadway paving. *See* AR, Tab 20, Guardian Tech. Quotation at 7-8. Accordingly, we deny the protest allegation.[4]

Technical Approach

Guardian argues that the agency misevaluated the firm's technical approach by downgrading the firm's quotation for not providing an equipment list. Comments at 6. Guardian contends that the RFQ did not require vendors to provide such list. Supp. Protest at 9-10. The Forest Service responds that the RFQ required vendors to explain the type of equipment that would be used and that Guardian failed to do so. Supp. MOL at 3-4.

As referenced above, the RFQ instructed vendors to describe their planned approach to performing the work. RFQ at 24. Vendors were required to identify the type of equipment to be used, key personnel and their qualifications, logistics of equipment and supply delivery, crew accommodations, and any communication plan. *Id.* When evaluating technical approaches, the RFQ advised that the agency would assess the reasonableness of the proposed approach. *Id.* at 22.

The agency evaluated Guardian's technical approach as demonstrating a basic understanding of the construction process, noted that Guardian's plan to communicate with the agency may result in delays, and that the firm failed to identify the specific equipment that they would be using. AR, Tab 22, TEP at 3; AR, Tab 23, SSD at 2.

On this record, we have no basis to object to the agency's evaluation. First, we disagree with Guardian that the solicitation did not require vendors to identify (or effectively list) the type of equipment to be provided. As noted, the RFQ plainly stated the following:

> At a minimum, describe your planned approach to performing this work. Include the type of equipment to be used[.]

---

[4] As part of its protest, Guardian alleged that the agency unequally evaluated quotations because it did not consider Guardian's non-dam rehabilitation experience as valuable as SD Resources' dam rehabilitation experience. Protest at 8-9. To successfully allege unequal treatment, a protester must demonstrate that the agency unreasonably downgraded or failed to appreciate features in its quotation that were identical to, or substantively indistinguishable from, those contained in another quotation. *See Chugach Logistics-Facility Servs. JV, LLC*, B-421451.7, Aug. 5, 2024, at 9 n.4. Here, we dismiss this argument because Guardian does not identify experience common to both quotations that were evaluated differently. Instead, Guardian only demonstrates that the agency recognized legitimate differences in experience between quotations with facially different types of experience. *See* AR, Tab 22, TEP at 4 (showing that the agency evaluated SD Resources' favorably because the firm offered prior dam rehabilitation experience).

RFQ at 24.

Second, our review confirms that Guardian did not comprehensively identify or list the type of equipment to be used when describing its technical approach. *See* AR, Tab 20, Guardian Tech. Quotation at 11-17. While Guardian points out that its quotation explained that "equipment and materials" would be transported "utilizing commercial trucking services and lowboy trailers," and that water would be diverted using "temporary pumping systems, siphon systems, diversion measures, localized dewatering systems, and temporary cofferdam installations," this information, at best, only identifies equipment for the delivery and dewatering functions. *See* Supp. Comments at 4-5.

The quotation does not describe the equipment that would be used for the other functions, such as earthwork and embankment restoration, or demolition activities. *See* AR, Tab 20, Guardian Tech. Quotation at 13. Thus, we deny the allegation because our review confirms that the firm failed to describe the equipment that would be used for all functions as required by the solicitation.[5] *Smokeys Helping Hand, LLC*, B-422957 *et al.*, Dec. 3, 2024, at 4 ("[I]t is a vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows meaningful review by the procuring agency.").

Selection Decision

As a final matter, Guardian argues that the SSA unreasonably conducted the tradeoff analysis because the SSA failed to consider the price factor as equal in weight to the technical factors as required by the solicitation. Supp. Protest at 5-7. The Forest Service responds that the SSA reasonably selected SD Resource's quotation for award because SD Resource's quotation demonstrated the highest proficiency in past performance, experience, and technical approach. COS at 11-12.

For ease of reference, we again note that the RFQ provided the following selection methodology:

> All quotations will be evaluated to identify the vendor presenting the most technically advantageous solution based on the stated evaluation criteria. Award will be made to the vendor whose quote is determined to be the highest technically rated, provided that:

[5] The agency points out that evaluators identified other negative features of the firm's approach, including that the firm articulated only a basic understanding of the construction process and had a suboptimal communication plan. Supp. MOL at 3-4. Thus, even if our Office agreed that the agency unreasonably required Guardian to have identified all its equipment, the other bases for downgrading the firm's technical approach were not challenged and would remain.

- The proposed price is fair and reasonable, and
- Past Performance is assessed as acceptable or neutral.

Award will not necessarily be made to the lowest-priced vendor.

Technical and past performance, when combined, are approximately equal when compared to price.

RFQ at 22.

When making its selection decision, the SSA recorded the following:

> After completing the comparative evaluation, based on past performance, experience, and technical approach, SD Resources' [quotation] presented the most technically advantageous solution based on the stated evaluation criteria. Even though their quote was determined to be the third highest quote out of the four received, their experience and past performance were decidedly more relevant than that of the two lower priced [vendors].
>
> The evaluation review panel recommended awarding the contract to SD Resources as the most advantageous to the government, Technical and Price Factors included. The CO concurs with the technical evaluation and determines that the price of $3,463,720 is fair and reasonable based on adequate competition and a comparison of competitive quotes received [in accordance with] FAR 12.204.

AR, Tab 23, SSD at 2.

In reviewing protests against an allegedly improper simplified acquisition selection decision, we examine the record to determine whether the decision was reasonable and consistent with the terms of the solicitation. *Southeast Tech. Servs.*, B-289065, Dec. 20, 2001, at 3.

On this record, we find no basis to object to the agency's selection decision. First, we conclude that the solicitation's stated selection methodology was patently ambiguous. As noted above, on one hand, the RFQ stated that award would be made to the "highest technically rated" quotation at a fair and reasonable price with a sufficient record of past performance. On the other hand, the RFQ also stated that technical and past performance factors, when combined, would be considered approximately equal to price. In this way, the RFQ contained facially inconsistent provisions in that it contemplated both the highest technically rated offeror and a traditional tradeoff analysis with price being equal to the other factors, when combined. *A-P-T Research, Inc.*, B-414825, B-414825.2, Sept. 27, 2017, at 12 ("A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error; for example, where solicitation provisions appear inconsistent on their face.").

This is significant because a vendor that competes under a patently ambiguous solicitation does so at its own peril and cannot later complain when the agency proceeds in a manner inconsistent with one of the possible interpretations. *Karthik Consulting, LLC*, B-421610.2, May 31, 2023, at 3. In this regard, our review shows that the agency selected the highest-technically rated quotation at a fair and reasonable price, a selection method that was reasonably contemplated by the terms of the solicitation. Indeed, the record shows that the SSA expressly noted that SD Resources' quotation was "the most technically advantageous solution" based on the firm's past performance, experience, and technical approach. AR, Tab 23, SSD at 2. Further, the record shows that the SSA concluded that SD Resources' quoted price, while higher than Guardian's and another vendor's quoted prices, was nevertheless "fair and reasonable based on adequate competition and a comparison of competitive quotes." *Id.* Additionally, the record shows that SD Resources' past performance was evaluated favorably. *Id.* at 1. Accordingly, we deny the protest allegation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel