



Decision

Matter of: K and V Limousine Service, LLC

File: B-409668

Date: July 10, 2014

Jonathan Marlow for the protester.

John R. Caterini, Esq., and Kristen Bucher Hahn, Esq., Department of Justice, for the agency.

Susan K. McAuliffe, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's assignment of various weaknesses to protester's quotation, and issuance of a task order to vendor with a higher technically-rated and higher-priced quotation, is denied where record shows evaluation and best-value source selection were reasonable and consistent with solicitation terms.

DECISION

K and V Limousine Service, LLC (K&V) protests the issuance of a task order to RHG Group, Inc. by the Department of Justice under request for quotations (RFQ) No. DJJF-14-RFQ-0846 for bus shuttle services. The protester contends that the agency's evaluation and source selection were unreasonable.

We deny the protest.¹

BACKGROUND

The RFQ was issued on January 23, 2014, pursuant to Federal Acquisition Regulation (FAR) Subpart 8.4 and was set aside for small business concerns. The solicitation sought quotations from vendors holding General Services Administration Federal Supply Schedule No. 48 contracts for transportation services. The RFQ

¹ Because a protective order was not issued in connection with the protest, our decision is necessarily general.

sought quotations for a task order to provide bus shuttle services for a 1-year base period and 4 option years. The task order was to be issued to the vendor submitting the quotation determined to be the best value in terms of price and technical merit (considering technical approach, experience/past performance, and transition plan), with technical merit being significantly more important than price. Id. at 22-23.

As relevant to the protest, the RFQ instructed that, “[a]t a minimum,” a vendor’s technical quotation was to include a description of the firm’s “technical approach to providing the shuttle bus services identified in [the Statement of Work (SOW)].” Id. at 22. Vendors were also instructed to provide detailed information describing their understanding of the requirements. Id.

According to the RFQ, under technical approach, the agency was to evaluate the vendor’s demonstrated understanding of the tasks to be performed and compliance with the SOW’s requirements. The SOW’s mandatory requirements included, as relevant to this protest: that the vendor’s vehicles display identifying markings on a removable magnetic sign; the use of alternative fuel vehicles (AFV) (the vendor has 6 months to implement its use of AFV vehicles during performance); strict adherence to the RFQ’s required shuttle bus schedules; provision of replacement drivers within 2 working days unless immediate replacement is warranted; provision of modern, maintained and clean vehicles; and the submission of monthly passenger usage reports. Id. at 2-5, 17.

Under experience/past performance, vendors were to describe their experience with similar projects, providing 5 references for commensurate projects performed within the past 3 years. Id. at 21. Vendors were to provide information about their referenced projects to assess the similarity of their experience, including, for example, the total dollar value of the vendor’s prior contracts/orders and a description of the work performed. Id. Under the transition plan factor, vendors were to submit for evaluation a detailed transition plan describing proposed procedures and a schedule for timely and orderly transition from the incumbent vendor. Id. at 22.

The agency received four quotations in response to the RFQ, including those from K&V and RHG (the incumbent vendor of the required services). The K&V quotation was the lowest-priced quote but it was ranked last for technical merit; its relatively low technical ratings resulted from agency concerns about K&V’s failure to provide adequate detail in its quotation and the vendor’s limited relevant shuttle bus experience. The RHG quotation was the second lowest-priced and was ranked highest for technical merit; its ratings were substantially higher than the protester under each evaluation factor. RHG’s quotation was found to have presented a detailed technical approach demonstrating low-risk performance capability and substantial shuttle bus experience that was similar to that required by the solicitation.

On March 27, the agency advised the protester that it had selected RHG to perform the task order given the superior technical capability and low performance risk demonstrated by RHG's quotation. The agency explained that payment of a small price premium (RHG's price was approximately 5 percent higher than the protester's price) was warranted given RHG's technical advantages. This protest followed.

DISCUSSION

K&V challenges the agency's evaluation of its quotation, contending that the agency unreasonably assigned its quotations several weaknesses. In reviewing an agency's evaluation in an FSS competitive acquisition, we will not reevaluate quotations, but will examine the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation. Beckman Coulter, Inc., B-405452, Nov. 4, 2011, 2011 CPD ¶ 231 at 5. It is a vendor's burden to submit an adequately written quotation, and the vendor's disagreement with an unfavorable rating does not establish that the evaluation was unreasonable. See CMI Mgmt., Inc., B-404645, Mar. 2, 2011, 2011 CPD ¶ 66 at 4-5.

An offeror has the burden of affirmatively demonstrating the merits of its quotation, including information requested to demonstrate its capabilities and compliance with solicitation requirements. See Great Lakes Towing Co. dba Great Lakes Shipyard, B-408210, June 26, 2013, 2013 CPD ¶ 151 at 7. Where a quotation omits, inadequately addresses, or fails to clearly convey required information, the vendor runs the risk of an adverse agency evaluation. Id. at 7-8. No matter how competent a firm 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.

We have closely reviewed each of the protester's contentions and find none of its challenges provides a basis to sustain its protest. We address the following illustrative examples.²

² To the extent the protester contends the agency improperly failed to conduct negotiations with K&V, and that the agency should have simply removed terms of the protester's quotation if it was concerned about them after the issuance of a task order to the protester, K&V does not present any legal support for these contentions, which are contrary to applicable law. See, e.g., Avalon Integrated Servs. Corp., B-290185, July 1, 2002, 2002 CPD ¶ 118 at 4 (holding that there is no requirement under FAR Subpart 8.4 that an agency conduct discussions or negotiations with vendors regarding the content of their solicitation responses); Bid Protest Regulations, 4 C.F.R. §§ 21.1(c)(4), (f), and 21.5(f) (2014).

Regarding the evaluation of its quotation under the technical approach factor, K&V generally challenges the reasonableness of the agency's finding that its quotation failed to sufficiently demonstrate its understanding and complied with certain SOW requirements. For example, the protester contends that the agency improperly downgraded its quotation for failing to mention the SOW requirement that the bus shuttle vehicles have identifying markings. In this regard, K&V highlights the fact that its quotation generally established that its vehicles would comply with all requirements of the SOW.

As noted above, however, the RFQ required vendors to provide information establishing compliance with the solicitation requirements, and advised that this information would be evaluated to assess a vendor's understanding and compliance with SOW requirements. One such requirement was the vendor's obligation to display identifying markings on a removable magnetic sign. Where K&V's quotation failed to address this requirement with any detail or specificity--general statements of compliance with solicitation requirements are insufficient--we have no basis to question the agency's concern in this regard. See Brandt Group, Inc., B-409104, Jan. 16, 2014, 2014 CPD ¶ 33 at 4.

Likewise, the agency was reasonably concerned that K&V's quotation was uncertain regarding when K&V would have all necessary vehicles in place to perform the contract. According to the solicitation, the contractor is required to furnish all necessary vehicles upon commencement of performance and all vehicles must be AFVs within 6 months. K&V's quotation, however, simply indicated that it "will be able to have all vehicles in place within the first six months as required by the SOW." K&V's Quotation at 5. As noted by the agency, the face of K&V's quotation suggested that it would not have all vehicles necessary to perform the contract immediately, but that it might take up to 6 months. Given the ambiguity associated with K&V's quotation in this regard, we have no basis to question the reasonableness of the evaluation.

Further, we find reasonable the agency's concerns regarding the protester's proposed performance metrics that were not requested by the RFQ and suggest less than full compliance with the solicitation's performance requirements. For example, the RFQ mandated strict compliance with required bus shuttle schedules, and required the provision of clean vehicles and monthly passenger usage reports. K&V's quotation, however, provided that the firm would meet these requirements at performance levels reflecting less than 100 percent compliance. For example, K&V committed to adhering to route schedules, and having operable buses 95 percent of the time. The agency was concerned that the firm had not committed to strive for perfection in performance. Moreover, it had not detailed the terms of the identified metrics or how they would be enforced, and the agency found that the metrics would fundamentally alter the terms of performance established by the statement of

work. The protester has provided no basis for us to find that the agency's concerns in this regard lack a reasonable basis or were otherwise improper.³

Ultimately, as noted above, a vendor is responsible for demonstrating affirmatively the merits of its quotation and risks an adverse evaluation in failing to do so. See John Blood, B-402133, Jan. 15, 2010, 2010 CPD ¶ 30 at 3-4. The RFQ here required vendors to provide detailed information clearly demonstrating their understanding of and compliance with the SOW requirements. Since the protester's quote failed to do so with sufficient detail, or failed to do so in a clear manner, we have no basis to question the reasonableness of the weaknesses cited by the evaluators or the evaluation ratings assigned. Neither the protester nor our review of the record provides a basis to sustain its challenge to the evaluation of its quotation or the agency's selection of RHG's higher technically rated and higher priced quotation.⁴

The protest is denied.

Susan A. Poling
General Counsel

³ Our review of the record also provides no basis to question K&V's lower experience/past performance rating as compared to RHG where the record reflects that RHG has more relevant and extensive experience providing similar bus shuttle services, to include its successful performance of the incumbent task order.

⁴ In its comments in response to the agency report, the protester argued that RHG's capability should have been questioned since RHG substantially decreased its price compared to the price of its prior task order for the services. The agency responded that the current RFQ reflects substantial reductions in agency bus shuttle needs under the task order. In any event, the challenge is untimely since it was not filed within 10 days of the protester's knowledge of both the prior task order price (provided to the vendors during the procurement) and the successful vendor's quoted price under the current RFQ (provided to K&V in the March 27 selection notice). See 4 C.F.R. § 21.2(a)(2).