

Decision

Matter of: CSR Enterprises, Inc.

File: B-419853; B-419853.8

Date: August 19, 2021

Penny Cox, CSR Enterprises, Inc., the protester.
Azine Farzami, Esq., Adam Humphries, Esq., and Elin M. Dugan, Esq., Department of Agriculture, for the agency.
Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency misevaluated protester's key personnel as unacceptable due to the omission of documentation of key personnel qualifications is denied where the evaluation was reasonable and consistent with the solicitation.

DECISION

CSR Enterprises, Inc., of Dallas, Oregon, a small business, protests the establishment of blanket purchase agreements (BPA) with multiple other firms under request for quotations (RFQ) No. 1202SC21Q0001, issued by the Department of Agriculture, Forest Service, for wildland firefighter services. CSR contends that its quotation was misevaluated as "no go" under the RFQ's quote acceptability factor, that the agency evaluated vendors unequally under that factor, and that the price evaluation failed to assess price realism as the RFQ required.

We deny the protest.

BACKGROUND

On January 27, 2021, Agriculture issued the RFQ to procure Type 2 wildland firefighter crews for 34 host unit coordinate centers (HUCC) throughout the United States.¹

¹ Forest Service handcrews, typically comprised of 20 people, serve as the infantry of wildland firefighters. See Handcrews, <https://www.fs.usda.gov/science-technology/fire/people/handcrews> (last visited, July 7, 2021). There are five types of handcrews:

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Agency Report (AR) Tab 7, Conformed RFQ at 1, 4-6.² The RFQ contemplated the establishment of multiple fixed-price BPAs to be performed over 5-year agreement periods. *Id.* at 5, 27-28. The Forest Service would establish enough BPAs to meet firefighting needs. *Id.* at 111.

Award would be made on a best-value tradeoff basis considering two evaluation factors, quote acceptability and price. *Id.* at 110. The quote acceptability factor would be evaluated on a pass or fail basis (*i.e.*, “go” or “no go”) considering three subfactors: assent to terms of the solicitation; key personnel; and past performance. *Id.* Quoted prices would be evaluated to determine whether they were fair and reasonable. *Id.* at 111.

Seventy-five vendors, including CSR, submitted quotations prior to the February 24 close of the solicitation period. AR, Tab 13, Rationale for Establishment Memorandum (REM) at 2. CSR’s quotation offered three handcrews under two contract line item numbers (CLIN) for which the firm proposed three individuals to serve as the crew boss (the key personnel), one for each handcrew. AR Tab 8, CSR Non-price Quotation, at 1. CSR’s quotation was evaluated as no go under the key personnel subfactor because “no PTB[s] [position task book]” were submitted “for FFT1 [advanced firefighter/squad boss]” qualifications for the three key personnel crew bosses. REM at 5. Finally, the Forest Service evaluated CSR’s quoted pricing as fair and reasonable. AR Tab 11, Price Analysis by Company Spreadsheet at CSR worksheet; REM at 7. Ultimately, the Forest Service established BPAs with 52 other vendors. *Id.* at 8.

After CSR learned that its quotation was unsuccessful, it filed this protest with our Office.³

DISCUSSION

CSR argues that the evaluation of its quotation for three handcrews was unreasonable because the agency applied an unstated evaluation criterion to find the firm’s key personnel unacceptable, which resulted in the quotation being rated no go under the key personnel factor and under the quote acceptability factor. The protester also argues that the key personnel criteria were applied unequally when Agriculture established BPAs with other vendors, and that the agency made an unreasonable source selection decision.

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Type 1 Interagency Hotshot Crews; Type 1; Type 2--Initial Attack; Type 2; and Type 3. *Id.*

² References to the Conformed RFQ use the Adobe PDF page numbers.

³ During this protest, Agriculture notified our Office that the acting head of contracting authority at Agriculture had issued a determination to override the automatic stay of contract performance authorized pursuant to 31 U.S.C. § 3553. Notice of Override at 1.

Evaluation of Protester's Quotation

As amended, the RFQ designated the single crew boss for each handcrew as the only key person. RFQ at 27. CSR argues that Agriculture applied an unstated evaluation criterion in evaluating its quotation under the key personnel subfactor in rejecting all three individuals proposed for crew boss positions, despite submission of a valid crew boss PTB for each, because the firm did not also submit each crew boss's advanced firefighter/squad boss (FFT1) PTB. CSR argues that Agriculture unreasonably evaluated its quotation as no go under the key personnel subfactor based on that omission, and consequently as no go under the quote acceptability factor.

Agriculture contends that the RFQ directed vendors to submit sufficient documentation to show that each person proposed as a crew boss met all requirements for that position, and specifically advised vendors that under the key personnel subfactor, "[d]ocumentation of Key Personnel's qualifications shall include sufficient documentation to verify they meet the requirements stated in this solicitation." Memorandum of Law (MOL) at 6 (quoting RFQ at 102). The agency explains that CSR's quotation was rated no go because it "failed to submit the P[TBs] for its three proposed [c]rew [b]osses, as required," and "also failed to submit training certifications for one." MOL at 10 (citing RFQ at 55). The evaluation of CSR's quotation as unacceptable on that basis was reasonable and consistent with the RFQ, Agriculture contends. Further, Agriculture argues that because the agency reasonably found CSR's quotation unacceptable, CSR is not an interested party to challenge the other aspects of the technical or price evaluations. *Id.* at 11.

The RFQ was issued as a commercial item procurement utilizing simplified acquisition procedures,⁴ and was set aside for small businesses. RFQ at 17, 103. Even when using simplified procedures, federal procurements must be conducted in a fair and equitable manner. *Finlen Complex, Inc.*, B-288280, Oct. 10, 2001, 2001 CPD ¶ 167 at 8-10. Where a protester challenges the evaluation of its quotation in a procurement using simplified acquisition procedures, we will review the record to ensure the agency conducted the procurement consistent with a concern for fair and equitable competition, evaluated proposals in accordance with the terms of the solicitation, and exercised its discretion reasonably. *Government & Military Certification Sys., Inc.*, B-414740.5, Dec. 19, 2017, 2017 CPD ¶ 387 at 4. In conducting an evaluation, an agency properly may take into account specific matters that are logically encompassed by, or related to,

⁴ The contracting officer explains that although the total value of orders placed under the BPAs is estimated to be \$340 million, Agriculture will limit the value of each BPA call order to no more than \$7.5 million, reflecting the simplified acquisition threshold for commercial items. Contracting Officer's Statement (COS) at 1; AR Tab 6, RFQ Second Round Questions & Answers at 3 (Answer No. 16). Agriculture also states that vendors that received BPAs are permitted to "update pricing and location," and new vendors are allowed to seek BPAs, annually. Determination & Findings [for] Override [of] CICA [Competition in Contracting Act] Stay of Performance at 3.

the stated evaluation criteria, even where those matters are not specifically identified in the solicitation. *Design Eng'g, Inc.*, B-408336.3, May 6, 2014, 2014 CPD ¶ 144 at 4.

Our review of the record supports Agriculture's evaluation of CSR's quotation as no go based on the protester's failure to provide position task books showing FFT1 qualifications for any of its crew bosses. The record shows that the RFQ directed vendors to provide information about each crew boss, including "the date when each firefighter achieved qualification for each position, and provide a resume package for each individual proposed using the template provided." RFQ at 9. The RFQ also specified that the quotation include a résumé for each crew boss that identified the following:

their qualifications, training, and experience (using EXHIBIT D.9).
Documentation of Key Personnel's qualifications shall include sufficient documentation to verify they meet the requirements stated in this solicitation.

Id. at 105.

The referenced exhibit D.9 was a form labeled as a key personnel résumé template. *Id.* at 100. On the first page, the form included blanks for the company's name, the proposed individual's name, and "Qualifications (CRWB [crew boss], FFT1, ICT5 [incident commander type 5], FFT2 [firefighter])." *Id.* Among other things, the form also provided a table to list the individual's wildland fire experience, a blank with the heading "Education/Required Training: Provide official training documentation," and another blank with the heading "Completed task books." *Id.* Based on the information provided, under the key personnel subfactor, the agency would "evaluate [the vendor's] ability to furnish the required minimum qualified Key Personnel identified in Section C.9." *Id.* at 110.

In its quotation, CSR listed both a crew boss position task book and an FFT1 position task book for each of its proposed crew bosses on the key personnel résumé form. AR Tab 8, CSR Non-Price Quotation, at 3, 42, 58. However, the only signed verification/certification pages submitted were from each individual's crew boss position task book, *id.* at 6, 46, 63; the quotation contains no corresponding certification for the FFT1 position task books for any of CSR's crew bosses.

In our view, the RFQ's request for qualifications required the submission, at a minimum, of a position task book for each crew boss and FFT1 qualification. The résumé template form expressly sought information on each individual's qualifications, which included both crew boss and FFT1. The form also indicated that official training documentation for each individual should be submitted, and included a line for "[c]ompleted task books" (which, notably, was plural). RFQ at 100. Taken together, the RFQ reasonably indicated that the evaluation would assess the qualifications of each proposed crew boss beyond just the crew boss level qualification. Consistent with this, the RFQ requested official training documentation and PTBs for those qualifications, which thus included both crew boss and FFT1 PTBs. By submitting only documentation

of a single crew boss PTB for each proposed crew boss, CSR failed to support the qualifications of its crew bosses. Accordingly, Agriculture's consideration of FFT1 PTB's in assessing the qualifications of crew bosses was neither outside the matters logically encompassed by the evaluation criteria nor unreasonable in the evaluation of CSR's quotation as no go for omitting that documentation.

CSR argues that it is significant that Agriculture changed the solicitation with respect to the treatment of squad boss/FFT1 personnel. Specifically, the original solicitation designated FFT1 personnel (squad bosses) as key personnel, and thus required the submission of the PTB for each person who would serve as a squad boss/FFT1. Agriculture amended the RFQ to remove squad boss/FFT1 personnel from the key personnel requirement, thereby removing the corresponding requirement to submit a position task book for that position. Supp. Protest at 2. Even so, the amendment simply "[r]emoved FFT1 from the Key Personnel requirement at C.9" and thereby no longer required quotations to include PTBs or other documentation for squad boss/FFT1 personnel. AR Tab 2, RFQ amend. 2 at 3. The amendment did not affect the requirements for crew boss personnel; since crew bosses continued to be designated as key personnel, the RFQ continued to seek "[c]ompleted task books" for them. RFQ at 100.

The RFQ provided that BPA's would be established only with those firms that received an overall rating of go. RFQ at 111. As a result, and even though CSR's pricing was determined to be fair and reasonable, Agriculture decided not to establish a BPA with the protester. We find the agency's decision not to establish a BPA with CSR was consistent with the RFQ award criteria. As such, CSR's challenge to the rejection of its quotation, does not provide us with a basis to sustain its protest.

Unequal Treatment

CSR also argues that Agriculture treated the competitors unequally by rejecting CSR's quotation as unacceptable while also issuing BPAs to "other offerors" that allegedly did not submit FFT1 credentials for their crew bosses. Supp. Protest at 3.

Despite making this allegation based on what CSR claimed was direct knowledge, the protester did not provide any specific facts in support of its claim. Of significance, CSR did not identify which of the 52 successful vendors' quotations--much less which of their handcrews with its specific crew boss--allegedly lacked key personnel qualification documents for its crew bosses. *Id.*

Our Bid Protest Regulations, 4 C.F.R. §§ 21.1(c)(4) and (f), require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3. CSR's general allegation of disparate evaluation lacks a factual basis to support its allegations, leaving no way for Agriculture or our Office to assess the

allegation. Since the protester's contention of disparate evaluation treatment was not factually supported, we dismiss it.⁵

Failure to Assess Price Realism

CSR also argues that Agriculture should have rejected other vendors' quotations as having unrealistic pricing. Protest at 4. The protester contends that the RFQ specified that the agency would assess unit prices "to determine the demonstrated understanding of the level of effort and equipment needed to successfully perform," RFQ at 108, and that the agency failed to reject other vendors' quotations for unrealistic pricing as this RFQ language allegedly required.

However, in our decision resolving another protest under this RFQ, we addressed essentially the same argument and agreed with Agriculture that the RFQ did not require Agriculture to perform a price realism analysis. *Dust Busters Plus, LLC*, B-419853.7, July 26, 2021, 2021 CPD ¶ 264 at 4.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁵ On August 9, more than two months after it filed the protest making this allegation, CSR submitted what it described as a response to GAO's June 8 dismissal ruling. In the August 9 submission, CSR identified a specific firm (which has two BPAs), and named an individual as one of that firm's crew bosses who lacked documentation of FFT1 qualifications. This submission of supporting facts long after submitting an unsupported claim constitutes an improper piecemeal presentation of protest issues that our Office will dismiss. *XTec, Inc.*, B-418619 *et al.*, July 2, 2020, 2020 CPD ¶ 253 at 24-25.