



Decision

Matter of: Emerson Company

File: B-404044

Date: December 29, 2010

Daniel Norton for the protester.

Richard D. Ferguson, Esq., Defense Logistics Agency, for the agency.

Linda C. Glass, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of agency's evaluation of past performance and source selection decision is denied where record shows that the evaluation and award decision were reasonable and consistent with the terms of the solicitation.

DECISION

Emerson Company, of Rolling Hills Estates, California, protests the issuance of a purchase order to Weckworth Manufacturing, Inc. (WMI) of Haysville, Kansas, under request for quotations (RFQ) No. SPM7L2-10-Q-1743, issued by the Defense Logistics Agency (DLA) for vehicle seats. Emerson complains that the agency misevaluated its past performance and improperly issued a purchase order to a vendor with a higher-price quotation.

We deny the protest.

The RFQ, issued on September 2, 2010 as a small business set-aside, advised vendors that the source selection was to be based on a best value determination considering past performance, offered delivery, and price. RFQ at 1, 17. The RFQ requested delivery 180 days after the date of order and stated that the requirement was urgently needed to support the war fighters. RFQ at 1-2. The evaluation of past performance was to be based primarily on information available in the Automated Best Value System (ABVS) and the Past Performance Information Retrieval System (PPIRS).

The ABVS is a DLA-computerized system that collects and analyzes vendors' past performance history for a specific period of time and translates it into a numeric score based on the consideration of delivery and quality. RFQ at 16. The PPIRS is a

web-enabled, government-wide application that collects quantifiable delivery and quality past performance information from the Department of Defense activities. Id. The RFQ provided that the contracting officer would first evaluate vendors using the ABVS score to determine performance risk; if the vendor having the lowest evaluated price also had an ABVS score below 70, then the past performance evaluation would be accomplished using the PPIRS. RFQ at 17. The RFQ further provided that the evaluation of PPIRS delivery assessments would be based upon a numerical scale ranging from 0 (low) to 100 (high). Id.

The agency received five quotations, including quotations from Emerson and WMI. Emerson quoted a unit price of \$109.55 and a delivery time of 65 days. Agency Report (AR), Tab 5, Emerson's Quotation, at 1. WMI quoted a unit price of \$112.80 and a delivery time of 165 days. AR, Tab 6, WMI's Quotation, at 1. Of the five quotations received, both Emerson's and WMI's quotations were the lowest in price; however, Emerson's total price of \$60,252 was approximately \$1,800 less than WMI's total price of \$62,040. AR, Tab 4, Abstract of Quotations, at 1.

With regard to past performance, WMI had an overall ABVS score of 96.7 with a delivery score of 94.3. AR, Tab 7, ABVS Scores, at 1. Emerson had an overall ABVS score of 52.1 with a delivery score of 4.2. Id. Although Emerson's quotation was the lowest in price, the firm had an ABVS score below 70. Thus, in accordance with the RFQ, a PPIRS analysis was performed. The PPIRS analysis showed a weighted delivery score of 0 for Emerson, as compared to a weighted delivery score of 87 for WMI.¹ AR, Tab 8, PPIRS Scores, at 1.

The agency reports that although Emerson submitted the lowest price and offered a significantly shorter delivery schedule than did WMI, the contracting officer had concerns about whether Emerson could provide the better delivery it quoted because of its substandard ABVS and PPIRS delivery score. AR, Tab 7, ABVS Scores, at 1; Tab 8, PPIRS Scores, at 1; Tab 9, Award Justification, at 1. The Contracting Officer concluded that WMI's overall past performance scores indicated that WMI had a more solid record of performance and posed less performance risk; therefore, payment of a slight price premium was justified. Contracting Officer's Statement at 2; AR, Tab 9, Award Justification, at 1.

¹ The RFQ provided that a "0" delivery score with "0" lines is used to designate instances wherein the vendor has no history for the particular item. RFQ at 17. The RFQ further provided that in the case a vendor does not have a record of relevant past performance or for whom information on past performance is not available in the PPIRS, the vendor will be evaluated neither favorably nor unfavorably on past performance. RFQ at 17.

A purchase order was issued to WMI on September 24, in the amount of \$62,040. Emerson filed this protest with our Office on September 26.

Emerson complains that DLA improperly awarded the purchase order to a vendor whose quotation was higher in price and included a longer delivery schedule. Emerson argues that it is the only vendor that has previously delivered the item in compliance with the applicable technical data package, and that any issues pertaining to poor delivery were not its fault and “led to an ill-informed evaluation.” Protest at 1; Comments at 2.

In reviewing protests against allegedly improper evaluations, it is not our role to reevaluate quotations. Rather, our Office examines the record to determine whether the agency’s judgment was reasonable, and in accord with the RFQ criteria and applicable procurement statutes and regulations. Integrate, Inc., B-296526, Aug. 4, 2005, 2005 CPD ¶ 154 at 3. The protester’s disagreement with the agency’s judgment does not establish that an evaluation was unreasonable. Trinity Tech. Group, Inc., B-403210, Sept. 23, 2010, 2010 CPD ¶ 235 at 2.

The record here shows that Emerson had previously received a purchase order for this item on January 15, 2010, with a delivery date of April 15. On April 2, prior to making delivery under that purchase order, Emerson notified the agency that the drawings were inaccurate and needed to be changed. AR, Tab 13, E-mail from Emerson to DLA, Apr. 2, 2010, at 1-2. Although the agency believed that the changes were minor and not necessary to produce acceptable parts, the agency modified the drawings and extended the delivery date to June 26. AR, Tab 16, Email from Engineer to Contracting Officer, at 1; Tab 19, RFQ mod. 1. Emerson failed to meet the new delivery date and on August 10, Emerson was notified that its purchase order was delinquent. AR, Tab 20, Delinquency Notice, at 1. On August 10, Emerson acknowledged that the order was delinquent and requested another 21 days to deliver. Id. Emerson eventually fulfilled the requirement on September 10, more than 2 months after the extended delivery date established in the modified RFQ. Although Emerson argues that the late delivery was not its fault, was due to changes in the drawings, and was “required to provide . . . a properly manufactured part,” Comments at 2, Emerson does not dispute that its delivery of the items was delayed more than 2 months after the drawings were modified. Emerson also has not shown that the agency unreasonably considered these delays in concluding that Emerson’s quotation here presented performance risk.

The record shows that the contracting officer considered the differences in vendors’ quoted prices and reasonably found that Emerson’s lower-priced quotation and shorter proposed delivery schedule was not worth the higher performance risk, given Emerson’s history of not delivering in a timely manner. Although Emerson disagrees with the agency’s determination, it has not shown it to be unreasonable,

particularly in light of the criticality of the requirement and the necessity for timely performance.

The protest is denied.

Lynn H. Gibson
Acting General Counsel