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**Comptroller General  
of the United States**

**United States General Accounting Office  
Washington, DC 20548**

# Decision

**Matter of:** Brooks Range Contract Services, Inc.

**File:** B-401231

**Date:** June 23, 2009

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Kenneth D. Brody, Esq., and Thomas K. David, Esq., David, Brody & Dondershine, LLP, for the protester.

Patricia H. Wittie, Esq., Oldaker, Belair & Wittie, LLP, for CMI Management, Inc., an intervenor.

David T. Copenhaver, Esq., and Mary C. Schaffer, Esq., Department of the Treasury, for the agency.

Mary G. Curcio, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## **DIGEST**

1. Protest that agency improperly included oral presentation in evaluation is denied; where oral presentations were to become part of quotation and were to cover information encompassed by evaluation factors, it was implicit that content of presentations would be evaluated.
2. Protest that agency improperly failed to perform price-technical tradeoff under “best value” evaluation scheme is denied where task order was issued to vendor that submitted highest rated and lowest priced quotation; accordingly, no tradeoff was required.

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## **DECISION**

Brooks Range Contract Services, Inc., of Fairbanks, Alaska, protests the issuance of a task order to CMI Management, Inc., of Alexandria, Virginia, under request for quotations (RFQ) No. AFRW-09-0006, issued by the Department of the Treasury for maintenance, repair, and management services for the Armed Services Retirement Home. Brooks argues that the agency applied an undisclosed evaluation factor and improperly failed to perform a price-technical tradeoff in making its award decision.

We deny the protest.

The RFQ provided for selection of the successful vendor on a “best value” basis applying technical factors and price. RFQ, Attach. 1, at 46-47. The RFQ also provided for vendors to make oral presentations. *Id.* at 47. Following the receipt and evaluation of initial quotations, oral presentations, discussions, and the submission and evaluation of final quotation revisions, Brooks’s quotation was scored lower technically than CMI’s and was substantially higher priced. Accordingly, the agency determined that CMI’s quotation represented the best value, and issued CMI the task order.

Brooks asserts that the selection decision was unreasonable because it was based in part on consideration of the oral presentations; it claims that, because the oral presentations were not listed in the RFQ as an evaluation factor, it was improper for the agency to include the presentations in the evaluation.

This argument is without merit. Brooks is correct that the solicitation did not include the oral presentations as a separate evaluation factor. However, such an express designation was not required. Where, as here, vendors are specifically advised that the oral presentation will become part of the quotation package, E-mail from Contracting Officer, Feb. 23, 2009, and the solicitation specified that oral presentations were to cover information related to performance of the contract, we think it is implicit that the information presented will be considered in the selection decision. *See generally Day & Zimmermann Pantex Corp.*, B-286016 *et al.*, Nov. 9, 2000, 2001 CPD ¶ 96 (where RFP provides for evaluation of proposed approach to performance, it is implicit that agency will consider whether the proposed approach will result in improved performance by incumbent). We conclude that the agency properly considered the oral presentation information in the evaluation.

Brooks also argues that, because the solicitation provided for issuance of the task order on a best value basis, the agency improperly selected the successful vendor without performing a price-technical tradeoff.<sup>1</sup> The agency explains, however, and the record confirms, that CMI was selected for the task order because its quotation was both the highest rated technically and the lowest priced. Since a tradeoff is possible only where one quotation is superior technically and another is lowest priced, no trade-off was possible, or required, here. *See USGC Inc.*, B-400184.2 *et al.*, Dec. 24, 2008, 2009 CPD ¶ 9.

Brooks raises several additional arguments—that the agency failed to accord past performance appropriate weight, did not properly evaluate CMI’s past performance,

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<sup>1</sup> Brooks states that Treasury advised it by e-mail that the selection was based on technical acceptability/price reasonableness rather than best value. Protest at 11. The agency has explained, and the record confirms, that the e-mail sent to Brooks explaining the basis for selection was erroneous. AR at 8; Award Decision at 3.

and improperly failed to evaluate the reasonableness of CMI's proposed price. We reviewed these issues as presented in the initial protest, and determined that they did not constitute legally sufficient protest grounds. See 4 C.F.R. § 21.1(c) (4) and (f) (2009). For example, while Brooks asserted that the agency should have downgraded CMI's quotation under the past performance factor because CMI allegedly had not performed any federal contracts, we found nothing in the solicitation--and Brooks cited nothing--that required offerors to have experience with federal contracts. Brooks's other arguments were similarly without merit on their face, and we therefore will not consider them further.

The protest is denied.

Daniel I Gordon  
Acting General Counsel