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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Buckley & Kaldenbach, Inc.

File: B-298572

Date: October 4, 2006

Isabel Kaldenbach-Montemayor and Robin Buckley for the protester.
David T. Copenhagen, Esq., and Mary Schaffer, Esq., Bureau of the Public Debt, for the agency.
Jonathan L. Kang, Esq., and Glenn G. Wolcott, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging award to a higher technically rated, higher priced vendor is denied where the solicitation provided that technical merit was more important than price and the agency's procurement record provided a reasonable basis for the award decision.

DECISION

Buckley & Kaldenbach, Inc. protests the award of a blanket purchase agreement (BPA) to Ogilvy Public Relations under request for quotations (RFQ) No. RFQ-06-132, issued by the Department of the Treasury, Bureau of Public Debt, for public relations services. The protester contends that the agency made an improper source selection decision by awarding the BPA to Ogilvy based on that vendor's higher technically rated and higher-priced quotation.¹

We deny the protest.

¹ While our decision refers to the "award" of a BPA, which is the terminology used by the parties, the Federal Acquisition Regulation (FAR) in fact refers to the "establishment" of a BPA against an FSS contract. FAR §§ 8.403(a)(2), 8.404(b). The parties' terminology reflects the fact that, although the agency proceeded under FSS, it actually conducted the procurement much like a negotiated procurement under FAR part 15.

The RFQ contemplated award of an indefinite-delivery/indefinite-quantity (ID/IQ) BPA, and sought quotations for provision of public relations educational activities in support of the agency's TreasuryDirect program. The RFQ limited competition to vendors who hold contracts under the General Services Administration Federal Supply Schedule (FSS) for the required services. The RFQ advised prospective vendors that quotations would be evaluated on the basis of three factors--technical, past performance, and price--advised offerors that "[t]echnical merit, including past performance, is of greater value than price," and stated that award would be based on the quotation that provided the "best overall value to the government." RFQ at 10-11.

The agency received 11 quotations responding to the RFQ. Thereafter, the agency established a competitive range consisting of the four most highly rated vendors, including Buckley and Ogilvy, and conducted discussions with those vendors. In conducting discussions with Buckley, the agency identified aspects of Buckley's quotation that caused the quotation to receive less than the highest technical evaluation score. Agency Report (AR), Tab 10, Source Selection Decision (SSD) Memorandum, at 2. During discussions the agency also requested that the competitive range vendors "sharpen their pencils" by submitting revised pricing for the five FSS labor categories that the agency believed would be most likely ordered under the BPA. AR, Tab 9, E-mail from Agency Contract Specialist to Vendors, June 19, 2006. Following receipt of the revised quotations, the agency evaluated Buckley's and Ogilvy's quotations as follows:²

² Our decision does not further discuss the quotations submitted by the other two competitive range vendors, neither of whom were parties to this protest. Additionally, our discussion regarding the agency's evaluation of quotations is general in nature because those evaluations and the source selection decision reference materials in the vendors' quotations appear to be proprietary to the vendors. We did not issue a protective order in connection with this protest--under which such information would have been available to counsel admitted to the protective order--because Buckley elected not to retain counsel. Consequently, only a redacted version of the agency report was furnished to Buckley. Nonetheless, we have reviewed the entire record in camera, including all of the agency's evaluation materials and the quotations submitted by the firms.

	Price ³	Total Technical Score
Buckely	\$130,625.00	120
Ogilvy	\$149,812.50	130

AR, Tab 10, SSD Memorandum, at 3, 5; Contracting Officer's Statement at 4.

Based on its evaluation of the final revised quotations, the agency determined that Ogilvy's quotation provided the best overall value to the government, and selected that firm for award. *Id.* at 5. Buckley contends that the agency's SSD was flawed because it resulted in award to a vendor whose price was approximately 12 percent higher than Buckley's, despite having only an approximately 7 percent higher technical score.

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results; price/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *Atteloir, Inc.*, B-290601, B-290602, Aug. 12, 2002, 2002 CPD ¶ 160 at 5. As part of the source selection process, the evaluation ratings of offerors' proposals, whether numeric, color or adjectival, are but guides to, and not substitutes for, intelligent decisionmaking; they do not mandate automatic selection of a particular proposal. *Jacobs COGEMA, LLC*, B-290125.2, B-290125.3, Dec. 18, 2002, 2003 CPD ¶ 16 at 31.

Here, as noted above, the solicitation provided that technical merit was more important than price. Further, as also discussed above, Buckley's quotation received a lower technical rating than that of Ogilvy, and Buckley has identified no basis for challenging the agency's technical evaluation of either vendor's quotation. In this regard, the record shows that the agency reasonably documented the technical strengths associated with Ogilvy's quotation and, similarly, identified the basis for giving Buckley's quotation a lower technical rating. *See* AR, Tab 10, SSD Memorandum, at 3; Tabs 4-7, Agency Technical Evaluations. Finally, although the agency did not document a direct comparison of Ogilvy's and Buckley's quotations, it is clear that the agency concluded that the technical superiority of Ogilvy's quotation warranted payment of a somewhat higher price and, accordingly, represented the

³ The agency evaluated vendors' prices based on proposed hourly rates, multiplied by hours for the labor categories identified in the agency's request for revised pricing. The resulting evaluated price was for the first year of performance.

best overall value to the government. Based on our review of the entire record, we find no basis to question the reasonableness of the agency's decision to select Ogilvy's quotation for award.

The protest is denied.⁴

Gary L. Kepplinger
General Counsel

⁴ In its protest submissions, Buckley also raises various issues that are either untimely or fail to state valid bases for protest including, for example, a challenge to the agency's determination not to set aside the procurement for small businesses, which is untimely because this issue was not raised prior to the time for receipt of quotations. Bid Protest Regulations, 4 C.F.R. §§ 21.2(a)(1), 21.5(f) (2006). We have considered all of Buckley's allegations and find no basis for sustaining its protest.