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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: The Ideal Solution, LLC

File: B-298300

Date: July 10, 2006

Bob Gardner III for the protester.

Sherry Kinland Kaswell, Esq., Department of Interior, for the agency.

Guy R. Pietrovito, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that awardee, as the incumbent contractor, had an unfair competitive advantage because only it knew that additional funding would be provided to reimburse certain expenses is denied where the agency's award selection was based upon the vendors' proposed fixed rates and the solicitation informed vendors that expenses under line item two would be reimbursed at actual costs plus general and administrative rates and fixed profit rates up to a not-to-exceed amount, which was to be determined at the time of award.

DECISION

The Ideal Solution, LLC (TIS) protests the award of a blanket purchase order to AER Enterprises under request for quotations (RFQ) No. 06HQQQ0013, issued by the U.S. Geological Survey (USGS), Department of the Interior, for logistical support services.

We deny the protest.¹

The RFQ, issued electronically under the simplified acquisition procedures of Federal Acquisition Regulation Part 13, provided for the award of a blanket purchase agreement for a base with three option years for logistical support services in organizing, coordinating and managing international events. RFQ at 6-7. Vendors were required to submit past performance references and a quotation demonstrating

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

technical ability, and were informed that award of a blanket purchase order would be based upon an evaluation of vendors' price, past performance, and technical ability.

The RFQ requested price quotations for two line items. The first line item (for logistical support services) requested loaded hourly rates for an estimated 155 hours and the second item (for travel and incidental expenses) requested general and administrative (G&A) and fixed profit rates. Vendors were informed that the successful vendor would be reimbursed its actual costs for line item two up to a not-to-exceed amount, which would be determined at the time of award.

USGS received quotations from three vendors, including AER (the incumbent vendor) and TIS. Following communications concerning the vendors' price quotations, best and final quotations were received from both vendors. Contracting Officer's Statement at 2.

In the final evaluation, the agency found that AER submitted the lowest-priced quotation, had outstanding past performance, and provided an excellent understanding of the contract requirements. With respect to TIS, the agency found that although the protester had submitted a competitively priced quotation, TIS's quotation "did not meet all the requirements in the tasks in the scope of work" and that TIS's quoted price was higher than that of AER. Agency Report (AR), Tab 10, Contracting Officer's Procurement Summary, Apr. 27, 2006, at 3. Award was made to AER, and this protest followed.

TIS complains that the award to AER was not based upon the solicitation's stated 155 hours for logistical support service but also included additional funding for other costs. TIS contends that only AER, as the incumbent contractor, was aware of this additional funding, which provided the awardee with an unfair competitive advantage.

The record contains no evidence that AER received an unfair competitive advantage as a result of its incumbency. Rather, the record shows that USGS based its award determination upon the fixed rates proposed by AER and TIS under line item number one and that AER had submitted a superior quotation. Id. In this regard, AER submitted lower rates than TIS under line item number one for the base and option years. With respect to TIS's complaint that the agency included additional funding for future expenses, this additional funding was included under line item number two at a not-to-exceed amount of \$9,956. As vendors were informed by the solicitation, expenses under line item number two would be reimbursed at actual costs plus the vendors' quoted G&A and profit rates, see RFQ, attach. A, Pricing Table, at 1; thus, vendors should have been aware that additional funding would be obligated against this line item to allow for reimbursement of future expenses and

that additional funding would have been added to the purchase order for any vendor that received the order. TIS has provided no basis why this provided AER with an unfair competitive advantage.

The protest is denied.²

Gary L. Kepplinger
General Counsel

² TIS also complains that USGS refused to provide the protester with a debriefing. Whether or not an agency provides a debriefing and the adequacy of a debriefing are not issues that our Office will consider, because the scheduling and conduct of a debriefing is a procedural matter that does not involve the validity of an award. See Symplicity Corp., B-297060, Nov. 8, 2005, 2005 CPD ¶ 203 at 4 n.4; Canadian Commercial Corp., B-222515, July 16, 1986, 86-2 CPD ¶ 73 at 5.