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Decision

Matter of: G4S Secure Solutions (USA), Inc.

File: B-414755

Date: September 8, 2017

Gerald H. Werfel, Esq., and H. Todd Whay, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for the protester.

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DIGEST

Protest that the agency improperly evaluated the protester's proposal as technically unacceptable is denied where the record shows that the agency's evaluation was reasonable and in accordance with the solicitation requirements.

DECISION

G4S Secure Solutions (USA), Inc., of Jupiter, Florida, protests the exclusion of its proposal from further consideration for contract award under request for proposals (RFP) No. HSCEDM-17-R-00002, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), for detainee transportation services in the San Antonio, Texas, area. G4S argues that the agency's evaluation of its proposal was improper.

We deny the protest.

BACKGROUND

The ICE is responsible for the detention, health, welfare, transportation, and deportation of immigrants in removal proceedings and immigrants subject to final order of removal. Agency Report (AR), Tab 7, Performance Work Statement (PWS) § 1.2. Within ICE, the Office of Enforcement and Removal Operations (ERO) is responsible for carrying out all orders for the required departure of immigrants handed down in removal

proceedings, or prior thereto, and arranging for the detention of immigrants when such becomes necessary. Id., § 1.3. To accomplish its responsibilities, ERO developed the PWS here, which defined the agency's requirements for detention and transportation services for the ICE San Antonio Field Office area of responsibility. Id., § 1.1.

The RFP, issued on October 26, 2016, contemplated the award of an indefinite-delivery requirements contract, under which fixed-price task orders would be issued, for a 3-year base period and two 1-year options.¹ AR, Tab 6, RFP § B.8. In general terms, the contractor was to provide all personnel, supplies, and equipment necessary to perform the specified tasks. PWS § 1.4. The RFP established that contract award would be made on a best-value basis, based on six evaluation factors in descending order of importance: (1) technical; (2) management; (3) operational capability demonstration; (4) past performance; (5) subcontracting plan; and (6) price. RFP §§ M.1, M.2. The RFP also contemplated award would be made without discussions, and established that the evaluation would be conducted using a two-phase approach. In the first phase, offerors would be evaluated on essentially a satisfactory/unsatisfactory basis using all factors other than operational capability demonstration.² Id. For those offerors rated as satisfactory (and reasonably-priced) in phase one, the second phase would consider offerors' operational capability demonstrations, through the use of oral presentations. Id. The protest here concerns the phase one evaluation of G4S's proposal.

G4S was among the offerors that submitted proposals by the January 13, 2017, closing date. An agency technical evaluation team (TET) thereafter assessed offerors' phase-one proposals, with the final evaluation ratings of G4S as follows:

	G4S
Technical	Unsatisfactory
Management	Satisfactory
Operational Capability Demonstration	Not Rated
Past Performance	Satisfactory
Subcontracting Plan	Acceptable
Price	Reasonable

Contracting Officer's Statement (COS) at 3; AR, Tab 17, G4S Evaluation Report (Technical) at 1-11; Protest, exh. 2, G4S Debriefing at 11.

The agency evaluators also made narrative findings in support of the assigned ratings. Relevant to the protest here, with regard to G4S's technical proposal, the TET identified

¹ The RFP was subsequently amended eight times. Unless otherwise stated, all references are to the final, conformed version of the solicitation.

² In phase one of the evaluation, offerors' prices were to be reviewed only for reasonableness. Id. § M.2.

three deficiencies, five significant weaknesses, one weakness, and six strengths. AR, Tab 17, G4S Evaluation Report (Technical) at 1-5.

On April 26, the agency provided G4S with notice that, based on the phase one evaluation results, its proposal would no longer be considered for award. AR, Tab 19, Notice to Unsuccessful Offeror (G4S). G4S, after receipt of a pre-award debriefing on May 23, filed its protest with our Office on June 2.

DISCUSSION

G4S protests the agency's evaluation of its technical proposal. The protester alleges that each of the three deficiencies and five significant weaknesses identified in its proposal was unreasonable.³

In reviewing a protest challenging the agency's evaluation of proposals, our Office will not reevaluate proposals nor substitute our judgment for that of the agency regarding a proposal's acceptability or relative merits. See Del-Jen Educ. & Training Group/Fluor Fed. Solutions LLC, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8; FPM Remediations, Inc., B-407933.2, Apr. 22, 2013, 2013 CPD ¶ 107 at 3. Rather, we will review the record to determine whether the agency's evaluation was reasonable; consistent with the stated evaluation criteria and applicable procurement statutes and regulations; and adequately documented. Shumaker Trucking & Excavating Contractors, Inc., B-290732, Sept. 25, 2002, 2002 CPD ¶ 169 at 3. Proposals with significant informational deficiencies may be found unacceptable, and excluded from further consideration, whether the deficiencies are attributable to either omitted or merely inadequate information addressing fundamental factors. Federal Acq. Servs. Alliant Joint Venture, B-411842.2, Nov. 9, 2015, 2015 CPD ¶ 364 at 4. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was improper. Birdwell Bros. Painting & Refinishing, B-285035, July 5, 2000, 2000 CPD ¶ 129 at 5.

Although our decision does not address every challenged deficiency and significant weakness in the agency's evaluation, we have considered all of the issues and arguments raised by G4S and find they provide no basis on which to sustain the protest.

With regard to the noted deficiencies in G4S's proposal, G4S first argues that the deficiency assigned to its transition-in plan was improper. The RFP instructed offerors to submit a transition-in plan, demonstrating their ability and readiness to complete all required mobilization tasks under two scenarios: (1) using only contractor-owned vehicles; and (2) using both contractor-owned and government-furnished vehicles. RFP § L5.6.1. Additionally, "[t]he Offeror shall provide a detailed schedule from contract award to full performance within 60 days and include all required tasks" Id. In its

³ G4S does not, however, dispute that a proposal found to be technically unacceptable was ineligible for the second phase of the evaluation.

proposal, G4S stated that it “is prepared to provide 100% contractor-owned vehicles for transportation services for the ICE San Antonio Field Office at contract start-up, contingent upon the contract being awarded 90 days prior to contract start date.” AR, Tab 15, G4S Technical Proposal at 2. G4S also submitted a step-by-step transition plan showing that if contract award occurred by February 2, and had a contract start date of May 8, it would complete all transition activities by July 6--approximately 154 days after contract award.⁴ *Id.* at 28-33. The TET found G4S’s proposal to be deficient for failing to meet the requirement that transition be completed within 60 days of contract award. AR, Tab 17, G4S Evaluation Report (Technical) at 4.

We find the evaluation here to be reasonable. The solicitation required offerors to submit a transition plan demonstrating their ability to begin full contract performance within 60 days of contract award.⁵ G4S’s proposal did not state that it would meet this requirement; rather, G4S stated that it would complete transition within 60 days of the contract start date, and then further conditioned this upon there being on a 90-day “window” between the contract award and contract start dates. As the RFP did not state that there would be any difference between the contract award and start dates--let alone a 90-day one--and instead required that offerors begin full contract performance within 60 days of contract award, G4S’s proposal was reasonably found to be deficient for failing to indicate compliance with the RFP’s transition requirement.

As well, G4S disputes the assessed deficiency for its digital recording system. As part of the detainee transportation requirements, the PWS stated that “[a]ll contract vehicles will be equipped with surveillance cameras with the ability to monitor and record. The Contractor shall maintain and store footage of all surveillance cameras for a minimum of 6 months.” PWS § 1.14.4. G4S’s proposal stated that “[a]ll vehicles include digital video recording systems with cameras and infrared lighting that captures video that can be viewed later. The default system setting keeps approximately 30 days of data that can be removed and stored permanently on a remote data collection system.” AR, Tab 15, G4S Technical Proposal at 11. The TET concluded that G4S’s recording

⁴ G4S also stated that while it had some buses available immediately, it “project[ed] a 60-90 day timeframe for leasing remaining remanufactured buses, procuring new vans, and outfitting these additional vehicles specifically for this contract.” *Id.* at 2.

⁵ G4S argues that it interpreted the PWS as requiring transition to be completed within 60 days of the contract effective date. The PWS stated both that transition was to be implemented “within 60 days of contract award,” and “[i]n addition, the transition will be completed within 60 days of the contract effective date.” PWS § 1.5. There is no dispute, however, that offerors’ proposals were required to demonstrate complete transition within 60 days of contract award. RFP § L.5.6.1. To the extent that G4S now alleges that the provision was ambiguous, the ambiguity was patent. As such, G4S was required to challenge the patent ambiguity before the deadline for submission of proposals in order to be timely. See 4 C.F.R. § 21.2(a)(1); Jacobs Tech., Inc., supra, at 16.

system, as proposed, did not meet the RFP's minimum retention requirement. AR, Tab 17, G4S Evaluation Report (Technical) at 3.

We find the evaluation to be reasonable. The TET found that G4S's camera system, which would keep video for approximately 30 days, did not, by itself, meet the 6-month storage requirement. Id.; COS at 5. Additionally, although G4S stated that the data "can" be removed and stored permanently, the evaluators reasonably found that G4S failed to clearly state that it would do so, or how it would do so. COS at 5. In sum, "[b]y not providing the Government with a definitive statement that it will meet this requirement, at no additional cost," the agency reasonably concluded that G4S did not commit to complying with the 6-month data storage requirement. Id.

Next, we find the significant weaknesses assigned to G4S's technical proposal were also reasonable. For example, the PWS stated that the required transportation services "will be available at the requested locations within 2 hours of notification by the Government to the Contractor." PWS § 1.7.1. G4S's proposal made no mention of the 2-hour response requirement, AR, Tab 15, G4S Technical Proposal, passim, and the TET reasonably assessed a significant weakness for G4S's failure to clearly indicate that transportation services would be available within 2 hours of notification. AR, Tab 17, G4S Evaluation Report (Technical) at 2.

As another example, the PWS stated that the required stationary/escort guard services "will be available at the requested locations within 2 hours of notification" PWS § 1.7.2. G4S's technical proposal did not address guard services, AR, Tab 15, G4S Technical Proposal, passim, and the TET reasonably assessed a significant weakness for G4S's failure to address its ability to provide the required guard services within 2 hours of notification.⁶ AR, Tab 17, G4S Evaluation Report (Technical) at 2.

In one more example, the PWS required the contractor to equip each officer with a licensed weapon, and established the exact types of firearms and ammunition that the contractor was to employ. PWS § 4.9.3. G4S's proposal discussed its firearms procedures, but made no mention of the RFP's specific firearm and ammunition-type requirements. AR, Tab 15, G4S Technical Proposal at 19. The TET reasonably found that G4S's failure to address the type(s) of firearms and ammunition which the offeror planned to use was a significant weakness. AR, Tab 17, G4S Evaluation Report (Technical) at 2-3.

⁶ In this regard, G4S cites only to a section in its management proposal--concerning its general ability to meet staffing requirements--to support the assertion that it addressed the RFP's guard service requirements. Protest at 16-17. However, the RFP expressly stated that "[e]ach volume shall be written on a stand-alone basis," and "[i]nformation required for each proposal evaluation factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal." RFP § L.5.2.

G4S does not dispute that, for each significant weakness discussed above, its proposal failed to acknowledge the specific requirements set forth in the PWS. The protester instead argues that: (1) “the G4S proposal specifically stated that it accepted all terms and conditions of the RFP;” and (2) “the RFP admonished offerors not to include statements such as [o]fferor ‘can comply’ or ‘will comply’ with the requirements.” Protest at 15, citing RFP § L.5.2. The protester essentially contends that because it was cautioned not to merely repeat, or “parrot back,” the solicitation’s requirements, it was therefore absolved from having to address the solicitation’s specific requirements. We disagree.

The RFP stated in relevant part as follows:

Proposals must be sufficiently detailed and complete to demonstrate an understanding of, and an ability to comply with, the requirements of the RFP. . . . General statements that the Offeror “can comply” or “will comply” with the requirements, that “standard procedures will be used,” “well known techniques will be used,” or that paraphrase the PWS in whole or part WILL NOT constitute a demonstrated understanding of the requirements of the PWS.

RFP § L.5.2 (emphasis in original).

As set forth above, the solicitation expressly informed offerors that “[p]roposals must be sufficiently detailed and complete to demonstrate an understanding of, and an ability to comply with, the requirements of the RFP.” RFP § L.5.2. We have repeatedly explained that it is an offeror’s responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. See, e.g., Engility Corp., B-413120.3 et al., Feb. 14, 2017, 2017 CPD ¶ 70 at 16. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. Id. As G4S’s proposal failed to both acknowledge and address specific solicitation requirements, the agency reasonably found that the offeror failed to demonstrate an understanding of, and an ability to comply with, the RFP in these regards. The fact that G4S allegedly did not take exception to the RFP is not an adequate substitute for clearly demonstrating compliance with the solicitation’s requirements.

Lastly, G4S argues that even if the shortcomings found in its proposal “had some merit,” none of the identified issues should have been considered deficiencies or significant weaknesses. Protest at 23. In support thereof, the protester contends that the issues could have been easily and quickly addressed or clarified. Id. at 24. We disagree.

The agency, when conducting its evaluation, considered a “significant weakness” to be “[a] flaw that appreciably increases the risk of unsuccessful contract performance,” and a “deficiency” to be “[a] material failure of a proposal to meet a Government requirement” AR, Tab 17, G4S Evaluation Report (Technical) at 6; see also Federal Acquisition

Regulation § 15.001. The record reflects that the agency considered G4S's deficiencies to be material failures of the proposal to meet Government requirements, and that the significant weaknesses in G4S's proposal increased the risk of unsuccessful contract performance. AR, Tab 17, TET Report (Technical) at 2-5; COS at 3-4. G4S essentially disagrees with the evaluators' judgments regarding the severity of its proposal defects; we find such disagreement, without more, is insufficient to establish that the evaluation was improper. See Beretta USA Corp., B-406376.2, B-406376.3, July 12, 2013, 2013 CPD ¶ 186 at 10.

In sum, based on the evaluated deficiencies and significant weaknesses, the agency reasonably assessed G4S's technical proposal to be unsatisfactory, and we find no basis to sustain G4S's challenge to the agency's decision to eliminate G4S's proposal from further consideration for award.

The protest is denied.

Susan A. Poling
General Counsel