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Decision

Matter of: SOC LLC

File: B-418487.2; B-418487.3

Date: February 4, 2021

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Kathleen D. Martin, Esq., Department of State, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated technical and past performance proposals is denied where the record shows that the evaluations were consistent with the terms of the solicitation, and applicable procurement statutes and regulations.
 2. Protest that the agency unreasonably evaluated the protester's management strategy and past performance is dismissed where the protester is not an interested party to raise those allegations.
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DECISION

SOC LLC, of Chantilly, Virginia, protests the issuance of a task order to Aegis Defense Services, LLC d/b/a GardaWorld Federal Services, of McLean, Virginia, under task order request for proposals (RFP) No. 19AQMM19R0168, issued by the Department of State (DOS) for security services. SOC complains that the agency unreasonably evaluated proposals and improperly made the source selection decision.

We deny the protest.

BACKGROUND

On August 5, 2019, DOS issued the RFP against the agency's Worldwide Protective Services (WPS) II multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract to procure protective, specialized security, and logistical support services at the U.S.

Embassy Bangui in the Central African Republic. Agency Report (AR), Tab 2, RFP, attach. A, Performance Work Statement (PWS) at 5-11. The RFP contemplated the issuance of a fixed-price task order to be performed over a 1-year base period, four 1-year option periods, and a 6-month extension period. RFP at 13.

Award would be made on a best-value tradeoff basis considering technical approach, management strategy, past performance relevancy, past performance confidence, and price factors. RFP, attach. H, Evaluation Criteria at 1. The past performance confidence factor was more important than the other non-price factors, and all non-price factors were equal to the price factor. *Id.*

Four offerors, including SOC and GardaWorld, submitted proposals prior to the September 16, 2019, closing of the solicitation period.¹ COS at 2. The agency's evaluation produced the following relevant results:

	SOC	GardaWorld
Technical Approach	Unacceptable	Outstanding
Management Strategy	Marginal	Good
Past Performance Relevancy	Very Relevant	Very Relevant
Past Performance Confidence	Limited Confidence	Substantial Confidence
Risk Level	Unacceptable	Low
Total Proposed Fixed Price	\$54,654,587	\$58,261,414

AR, Tab 12, Source Selection Authority (SSA) Award Decision at 3. Based on the evaluation results, the SSA concluded that SOC was ineligible for award because its proposal was assigned an “unacceptable” rating for its technical approach. *Id.* at 8. The SSA also noted that SOC’s past performance evaluation portended poor performance. *Id.* The SSA concluded that GardaWorld’s proposal offered the best value because it offered the only eligible proposal at a fair and reasonable price. *Id.* This protest followed.²

¹ On February 7, 2020, DOS made award to GardaWorld. Contracting Officer’s Statement (COS) at 2. On February 18, SOC challenged that award in a protest filed with our Office. *Id.* The agency informed our Office that it would reevaluate proposals under the past performance, technical approach, and management strategy factors. Notice of Corrective Action, Mar. 5, 2020, at 1. In light of the agency’s proposed corrective action, our Office dismissed the protest as academic. *SOC LLC, B-418487, Mar. 5, 2020* (unpublished decision).

² Our Office has jurisdiction to review the protest of this task order pursuant to our authority to hear protests related to task and delivery orders placed under civilian agency multiple-award IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106 (f)(1)(B).

DISCUSSION

SOC raises multiple challenges to the agency's evaluation of both proposals, and challenges the source selection decision. We have reviewed all of the firm's challenges, and find that none provides us with a basis to sustain the protest. We discuss the principal challenges below, but note at the outset that in reviewing protests challenging an agency's evaluation of task order proposals, our Office does not reevaluate proposals, but rather, we examine the record to determine whether the evaluation and source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. *Tetra Tech, Inc.*, B-416861.2, B-416861.3, May 22, 2019, 2019 CPD ¶ 196 at 5.

SOC's Technical Approach

SOC asserts that the agency unreasonably assigned its proposal an "unacceptable" rating. Specifically, the firm argues that the agency unreasonably assigned its proposal weaknesses and significant weaknesses under the staffing plan and training management plan subfactors. Comments and Supp. Protest at 5-16; Protest at 13-23.

The technical approach factor was comprised of four subfactors: staffing plan; training management plan; mobilization and transition plan; and, logistics and property management and accountability plan. RFP, attach. H, Evaluation Criteria at 2.

As part of their staffing plans, each offeror was instructed to provide a staffing requirement analysis. RFP, attach. I, Proposal Preparation Instructions at 5. This analysis should detail how each offeror will ensure staffing requirements are met continuously during periods of expected and unexpected personnel absences. *Id.* The analysis should also summarize each offeror's staffing reserve capacity, and explain how the reserve capacity will be maintained during contract performance. *Id.* The staffing plan was also to include a recruitment plan which should identify each offeror's total number of recruiters and reviewers, plan for incumbent personnel, and recruitment methods. *Id.* Additionally, each offeror's staffing plan should include a retention plan demonstrating how employee attrition will be minimized. *Id.* Finally, each offeror's staffing plan was to include a candidate screening plan. *Id.* The candidate screening plan should explain each offeror's procedures for obtaining verification of candidate qualifications (e.g., employment history, educational attainment, financial credit, and security clearances). *Id.* At a minimum, all candidate screening plans were to include a state and federal criminal history summary check covering the past seven years, as well as a search of the National Sex-Offender Registry. *Id.* at 5-6.

When describing their training management plans, each offeror was instructed to describe how they would provide required training to personnel. RFP, attach. I, Proposal Preparation Instructions at 6. As part of their plans, offerors were to identify required training content, training schedules, descriptions of training facilities, and a quality assurance and surveillance plan. *Id.* at 6-7.

In evaluating proposals under the technical approach factor, DOS would assess whether each offeror's proposal demonstrated understanding of the requirement and compliance with the criteria set forth in the proposal preparation instruction for each of the technical subfactors. RFP, attach. H, Evaluation Criteria at 2. All technical approach subfactors were considered equal in importance. *Id.* Significantly, offerors were advised that their proposals must receive a rating of "acceptable" for the technical approach factor in order to qualify as eligible for award. *Id.*

SOC was assigned a rating of "unacceptable" for its technical approach. AR, Tab 12, SSA Award Decision at 7. The firm was assigned eight strengths, four weaknesses, and two significant weaknesses across the four subfactors. *Id.* at 6-7. For the staffing plan subfactor, the firm's proposal was assigned one strength, one weakness, and two significant weaknesses. AR, Tab 12, SSA Award Decision at 6. For the training management plan subfactor, the firm's proposal was assigned two strengths, and one weakness. *Id.* SOC contends that these weaknesses and significant weaknesses were assigned unreasonably. We discuss each in turn.

Staffing Plan

The weakness in SOC's proposal under the staffing plan subfactor was assigned because the agency expressed concern with the firm's ability to retain a high percentage of its personnel, and whether it would be able to resolve staffing challenges. AR, Tab 7A, Technical Evaluation Team (TET) Report at 2-3. Indeed, the agency specifically noted, "[t]he proposed Staffing Plan lacks critical detail in regard to how the Offeror plans to achieve this incumbent retention rate and/or how they plan to overcome staffing challenges in case the incumbent retention rate is lower than [the stated high percentage]." *Id.* at 3. Thus, the agency assigned this weakness because the proposal did not adequately articulate how the firm would retain incumbent personnel, or address staffing challenges in the event that it does not retain the high stated percentage.

SOC argues that DOS's position is unreasonable because utilizing the incumbent workforce does not reasonably create a risk of poor performance. Comments and Supp. Protest at 6. SOC also argues that its proposal explained that it had already obtained letters of commitment from its personnel. *Id.* SOC further argues that its and GardaWorld's proposals were unequally evaluated because GardaWorld was assigned a strength for utilizing some of the incumbent personnel. *Id.* at 9-10. The agency responds that SOC failed to articulate how it would retain its incumbent personnel at the start of contract performance. Memorandum of Law (MOL) at 12-13. The agency also points out that SOC failed to describe critical details of its plan to retain personnel during contract performance. *Id.*

On this record, we do not find the agency's position to be unreasonable. The RFP required offerors to demonstrate that staffing requirements are met continuously, and to provide retention plans outlining how attrition will be minimized. RFP, attach. I, Proposal Preparation Instructions at 6. Here, consistent with the agency's position,

SOC's proposal does not specifically articulate how the firm intends to retain the incumbent personnel to meet staffing requirements at the start of performance. See COS at 19; Supp. MOL at 28. While the firm explains its general retention techniques (e.g., [DELETED]) and represents that it secured letters of commitment, critically, SOC does not articulate any specialized retention techniques tailored to its unique staffing plan demonstrating that its plan to retain a high percentage of incumbent personnel was realistic. AR, Tab 3, SOC Tech. Proposal at 18 (describing the firm's retention plan). Indeed, the agency points out that SOC planned to retain a higher percentage of staff than would be projected by the historical retention rate provided in the firm's proposal. Supp. MOL at 28 (explaining that the historical retention rate was [DELETED] percent but that the firm intended to retain [DELETED] percent of its staff). Because SOC's proposal does not explain how the firm will retain more staff than generally expected at the start of contract performance, we do not find the agency's position unreasonable. Accordingly, we deny the protest allegation.

In connection with this weakness, SOC argues that the agency could not reasonably view GardaWorld's anticipated retention of incumbent personnel as a strong feature, while simultaneously viewing its own anticipated retention as a weakness. Comments and Supp. Protest at 10. SOC reasons that neither proposal included details for how they would retain incumbent staff. *Id.* The agency responds that the proposals were different because GardaWorld proposed a coherent approach to retaining a lower percentage of incumbent personnel. Supp. MOL at 33. We agree with the agency.

GardaWorld's proposal was assigned a strength under the staffing plan subfactor due to having a robust recruitment plan. AR, Tab 9A, TET Report--GardaWorld at 4-5. The agency noted, for example, that GardaWorld's retention projection was a moderate percentage of incumbent personnel, and was an accurate estimate based on multiple retention techniques. *Id.*

We do not find that the agency unequally evaluated the proposals because there are significant differences between the staffing plans. See *Johnson Controls Sec. Sols.*, B-418489.3, B-418489.4, Sept. 15, 2020, 2020 CPD ¶ 316 at 7 (agency did not unequally evaluate proposals where differences existed between the offerors' technical approaches). First, SOC's staffing plan assumed a very high retention percentage for currently performing employees, while GardaWorld's staffing plan proposed a much lower percentage. Compare AR, Tab 3, SOC Tech. Proposal at 7 (SOC will retain [DELETED] percent of incumbent personnel) with AR, Tab 5, GardaWorld Tech. Proposal at 8-9 (GardaWorld anticipates retaining [DELETED] percent of incumbent personnel). Second, GardaWorld articulated strategies for how it would retain incumbent personnel, while, as noted above, SOC did not articulate any strategies whatsoever. See AR, Tab 5, GardaWorld Tech. Proposal at 9-10 ([DELETED]). Accordingly, we deny this protest allegation.

Next, we address the first significant weakness assigned to SOC under the staffing plan subfactor, which was assigned because the agency was not confident that the firm's plan to substitute personnel during periods of emergency leave would prove successful.

AR, Tab 7A, TET Report--SOC at 3. The agency noted that SOC's staffing plan had only two "bench" personnel (*i.e.*, individual staff members available to replace unavailable staff members), and contemplated substituting personnel assigned to task order contracts, if needed. *Id.*

SOC asserts that this evaluation determination was unreasonable. The firm argues that the agency should have evaluated only its primary option to address emergency leave; specifically, that the firm could [DELETED] other personnel, rely on its rotational staff, or draw upon its staffing pool of qualified personnel. Comments and Supp. Protest at 11-12. The agency responds that SOC did not propose sufficient reserve personnel, and that therefore the firm will have to utilize personnel from other task order contracts. Supp. MOL at 36. The agency explains that SOC does not have any surplus personnel available on any of its other task order contracts (which are all managed by DOS), and as a result, its technical approach creates a risk of unsuccessful performance. *Id.*

On this record, we do not find the agency's evaluation to be unreasonable. Although SOC may argue that it only intends to use personnel from other task order contracts as a last resort, we note that its proposal explains that this strategy constituted its secondary option to address emergency leave, and therefore the agency reasonably considered whether this feature created a risk of poor performance. See AR, Tab 3, SOC Tech. Proposal at 7 ("In case of emergency leave, we will have [DELETED] or deploy a highly experienced person from another [task order contract], if pipeline personnel are not immediately available."). Further, we are not persuaded that any merit concerning SOC's primary option prohibits the agency from evaluating SOC's secondary option under the staffing plan subfactor.

Moreover, we agree that the agency reasonably considered this feature as creating a risk of poor performance because DOS oversees all of SOC's WPS II task order contracts, and explains that all of SOC's task order contracts are understaffed--meaning that the firm will not have any personnel available during periods of emergency leave without compromising performance on other task order contracts.³ Supp. COS at ¶ 17. To the extent SOC contends that the firm will be able to substitute temporarily personnel from other task order contracts, we note that such a contention simply constitutes a disagreement with the agency's judgment and does not provide us with a valid basis of

³ SOC argues that the agency's statement constitutes a *post-hoc* evaluation judgment and should not be afforded any weight. Comments and Supp. Protest at 13. To the contrary, we consider the statement to be consistent with the underlying evaluation record because the evaluation record clearly outlined DOS's concern that SOC would not be able to utilize personnel from other task order contracts. AR, Tab 7A, TET Report--SOC at 3 (explaining that using personnel from other task order contracts requires unnecessary assistance and resources from the government); see also *Management Sys. Int'l, Inc.*, B-409415, B-409415.2, Apr. 2, 2014, 2014 CPD ¶ 117 at 6 (post-protest explanations will be considered when they are credible and consistent with the contemporaneous record).

protest. See *Konica Minolta Business Sols. USA*, B-418800, B-418800.2, Sept. 4, 2020, 2020 CPD ¶ 292 at 3 (“A protester’s disagreement with the agency’s evaluation, without more, is not sufficient to render the evaluation unreasonable.”). Accordingly, we deny this protest allegation.

SOC next argues that the agency unequally evaluated its and GardaWorld’s proposals because GardaWorld also proposed to substitute temporarily personnel from its other task order contracts but was not assigned a significant weakness. Comments and Supp. Protest at 12. The agency responds that GardaWorld proposed a different approach because it articulated that it would substitute temporarily personnel from a task order contract undergoing a drawdown. Supp. MOL at 36. The agency assigned a strength to GardaWorld’s staffing plan approach during periods of emergency leave. AR, Tab 9A, TET Report--GardaWorld at 4. The agency noted GardaWorld intended to substitute temporarily employees from a task order contract undergoing a drawdown in personnel. *Id.* (“This increases the probability of successful performance on the contract as [GardaWorld] plans to utilize existing employees [DELETED] in Afghanistan.”).

Our review of the record confirms that the difference in the evaluations stemmed from a key distinction between the proposals. Similar to SOC, GardaWorld proposed to substitute temporarily personnel from other task order contracts; however, unlike SOC, GardaWorld’s proposal specifically explained that it would leverage a task order contract in the midst of a drawdown. AR, Tab 5, GardaTech Tech. Proposal at 7. According to GardaWorld, the personnel assigned to that other task order contract are therefore ready and available to serve on the instant task order contract, if needed to cover during periods of emergency leave. *Id.* (“We leverage operations on existing TOs, including the WPS II [Kabul Embassy Security Force (KESF)] TO that is [DELETED] in requirements, to provide a bench of reserve staff. . . . They are aware of the reserve requirement and stand ready to deploy to [Bangui] if needed.”). Thus, we do not find that the agency unequally evaluated proposals because the proposals were different. Specifically, where SOC simply proposed to substitute temporarily personnel from other task order contracts, GardaWorld proposed to substitute temporarily staff from a task order contract with [DELETED]. Accordingly, we deny the protest allegation. *Cf. Raytheon Co., Space and Airborne Sys.*, B-411631, Sept. 16, 2015, 2015 CPD ¶ 361 at 8 (allegations of unequal treatment were denied when differences in ratings resulted from the awardee describing its proposal with more detail).

The remaining significant weakness was assigned because the agency concluded that SOC’s candidate screening plan did not comply with the solicitation’s requirements. The agency noted that the solicitation required offerors to conduct candidate background checks covering the past seven years, but that SOC’s proposal did not provide that feature. AR, Tab 7A, TET Report--SOC at 3. The agency also noted that SOC’s candidate screening plan did not identify whether the firm would include a search of the National Sex-Offender Registry, as required by the solicitation. *Id.*

SOC argues that the assignment of this significant weakness ignores information provided in its proposal. Protest at 23-24. SOC argues that its proposal specifically calls for conducting candidate background checks covering the previous seven years, and includes a search of the National Sex-Offender Registry. *Id.* Additionally, the firm complains that the agency unequally evaluated its proposal. Comments and Supp. Protest at 16. DOS responds that the firm's proposal was ambiguous whether background checks would cover the previous 7-year period, failed to include a search of the National Sex-Offender Registry, and that a key difference exists between the proposals. Supp. MOL at 37-39.

As noted above, offerors were instructed to include a candidate screening plan in their proposals. RFP, attach. I, Proposal Preparation Instructions at 5. The candidate screening plan was required to include a background check covering the past seven years and a search of the National Sex-Offender Registry. *Id.* at 6.

SOC's proposal provided, "State and federal criminal history (7 years)," and that background checks will be conducted after the medical screening exam. AR, Tab 3, SOC Proposal at 12. The agency explains that these proposal provisions do not demonstrate compliance with the solicitation because they do not communicate that the criminal history investigations will cover the past seven years. Supp. COS at ¶¶ 18-20; COS at 24.

Our review confirms the agency's position. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements, and an offeror risks having its proposal evaluated unfavorably where it fails to submit an adequately written proposal. *Davis Defense Grp.*, B-417470, July 11, 2019, 2019 CPD ¶ 275 at 5. Here, SOC's proposal did not clearly demonstrate compliance with the requirement that state and federal criminal history investigations cover the past seven years because the phrase, "State and federal criminal history (7 years)," is susceptible to multiple reasonable interpretations.

While the proposal could be interpreted as meaning that SOC will initiate a new 7-year criminal history investigation, we think, consistent with the agency's position, that the proposal could also be interpreted as meaning that SOC will use any state and federal criminal history investigation that was completed within the past seven years. See Supp. MOL at 37. The latter interpretation does not meet the solicitation requirement because an older criminal history investigation does not cover the candidate's recent past. RFP, attach. I, Proposal Preparation Instructions at 6. Thus, we do not find the agency's position unreasonable because the proposal did not contain sufficient detail demonstrating compliance with the solicitation requirements.

Similarly, we agree with the agency that SOC's candidate screening plan did not demonstrate compliance with the requirement to include a search of the National Sex-Offender Registry. Supp. MOL at 39. The firm identified only "National Sex-Offender Registry" as part of its candidate screening plan, but did not articulate

what that step of the candidate screening plan entailed. AR, Tab 3, SOC Tech. Proposal at 12. Critically, the firm's narrative omitted the National Sex-Offender Registry as forming any part of its candidate screening process. *Id.* at 12-13. Thus, because the firm did not specifically explain that it would search the National Sex-Offender Registry to determine whether candidates were present, we do not find the agency's evaluation unreasonable.⁴

Moreover, we do not find that the agency unequally evaluated the proposals with respect to the lengths of their criminal history investigations. Whereas SOC's proposal lacked sufficient detail demonstrating compliance with the solicitation requirements, GardaWorld's proposal explained that its criminal history investigations would comply with DOS and WPS II requirements. AR, Tab 5, GardaWorld Tech. Proposal at 15 ([DELETED]). Thus, even though both proposals included the phrase "State and Federal Criminal History (7 years)", DOS reasonably distinguished the proposals because GardaWorld's proposal contained an additional detail demonstrating compliance with the solicitation requirements. See Supp. MOL at 38. Accordingly, we deny this protest allegation.

Training Management

Finally, we address the weakness assigned to the training management subfactor. DOS assigned this weakness because the firm's proposal did not identify training facilities for where the firm would conduct annual "refresher" training in the Central African Republic. AR, Tab 7A, TET Report--SOC at 6. The agency identified this feature as a weakness because it demonstrated a lack of understanding of the requirement to conduct in-country training sessions. *Id.*

SOC argues that the assignment of this weakness was unreasonable because the RFP did not require offerors to propose an "in-country" training location. Comments and Supp. Protest at 17. Instead, SOC argues that the RFP required offerors only to propose a training facility outside of the continental United States (OCONUS), and that therefore DOS applied an unstated evaluation criterion. *Id.* at 18. DOS responds that the RFP required offerors to propose an in-country training facility in order to meet the performance standards, and that SOC's proposal failed to satisfy that requirement. MOL at 21-22.

⁴ To the extent SOC argues that its inclusion of background checks as part of the firm's recruitment plan demonstrated compliance with the solicitation's candidate screening plan, see AR, Tab 3, SOC Tech. Proposal at 3, we disagree. To comply with the terms of the solicitation, SOC was required to include background checks as part of its candidate screening plan. *Id.* Thus, we do not find the agency's evaluation to be unreasonable. See *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.10 *et al.*, July 2, 2018, 2018 CPD ¶ 297 at 13 (agency is not required to search other parts of offeror's proposal for information bearing on identified weaknesses).

In reviewing whether an agency applied unstated evaluation criteria, our decisions explain that an agency is required to evaluate proposals based solely on the factors identified in the solicitation. See, e.g., *Bannum, Inc.*, B-405548, Nov. 8, 2011, 2012 CPD ¶ 38 at 3. An agency may apply evaluation considerations that are not expressly outlined in the RFP where those considerations are reasonably and logically encompassed within the stated evaluation criteria. *Id.*

On this record, we conclude that the evaluation consideration was reasonably and logically encompassed within the RFP's evaluation criteria. The PWS requires the selected contractor to provide "in-country training." RFP, attach. A, PWS at 10. Indeed, section 6.2.8 of the PWS requires the selected contractor's personnel to receive WPS II-required weapons training, and supplementary training (e.g., attack on principal drills, motorcade operations, and tactical medical training), in the Central African Republic; in this context, providing training in the Central African Republic is providing such training "in-country." *Id.* Additionally, the RFP required each offeror to describe its training facilities to conduct all training, including in-country training. RFP, attach. I, Proposal Preparation Instructions at 7. As a result, even though the evaluation criteria did not specifically instruct each offeror to identify an in-country training facility, we think this requirement was nevertheless reasonably encompassed by the RFP because such a training facility was essential to satisfying the in-country training responsibilities.

Our review of SOC's proposal confirms that the firm did not identify a training facility in the Central African Republic. The firm identified a primary training facility in the United States, and an OCONUS facility that was not located in the Central African Republic. AR, Tab 3, SOC Tech. Proposal at 22. Thus, because the firm did not identify a training facility located in the Central African Republic, we think the agency reasonably concluded that the firm's proposal demonstrated a poor understanding of the requirement. Accordingly, we deny this protest allegation.

GardaWorld's Management Strategy

SOC challenges the agency's evaluation of GardaWorld's proposal under the management strategy factor. The firm argues that GardaWorld's proposal failed to conform to the requirement to provide letters of commitment from key personnel, and therefore should have been assigned a deficiency and evaluated as "unacceptable." Comments and Supp. Protest at 20-21. According to SOC, GardaWorld's letters of commitment lacked language demonstrating a "firm commitment." *Id.* at 20. DOS responds that the awardee's proposal satisfied the requirements. Supp. MOL at 15.

The management strategy factor was comprised of three subfactors, including key personnel. RFP, attach. I, Proposal Preparation Instructions at 9. Relevant to SOC's challenge, the key personnel subfactor instructed offerors to provide resumés and

letters of commitment for key personnel.⁵ *Id.* The letters of commitment required the identified employee's name, signature, proposed key position, intended duration of employment, and duty location. *Id.* Proposals would be evaluated based on whether they demonstrated understanding of the requirement and compliance with the proposal preparation instructions. RFP, attach. H, Evaluation Criteria at 3. DOS assigned a rating of "good" to GardaWorld's proposal under the management strategy factor. With respect to the key personnel subfactor, DOS evaluated GardaWorld's letters of commitment as containing the requisite information. AR, Tab 9A, TET Report--GardaWorld at 12, 15.

We have no basis to object to the evaluation. GardaWorld's letters of commitment provide all of the requisite information as delineated in the RFP--the letters provide the employees' names, signatures, key positions, intended durations of employment, and duty locations. AR, Tab 5, GardaWorld Tech. Proposal at 78, 81, 84, 87. For example, GardaWorld's proposed program manager submitted a letter providing the following:

[DELETED]

[undersigned]

Id. at 78.

Although SOC may argue that the letters lacked language of a "firm commitment," we do not find that position persuasive. SOC's argument does not articulate what phrasing of commitment was necessary, or identify where the RFP contained this nebulous requirement. Comments and Supp. Protest at 20. Because GardaWorld's letters satisfied the explicit requirements set forth in the RFP, we conclude that DOS's evaluation was reasonable.

GardaWorld's Past Performance

SOC challenges the agency's evaluation of GardaWorld's past performance. SOC argues that GardaWorld lacked past performance that could be evaluated as "very relevant," and that DOS failed to consider all of GardaWorld's adverse past performance. Comments and Supp. Protest at 31-33.

Offerors were instructed to submit up to three past performance referenced contracts demonstrating their expected quality of performance. RFP, attach. I, Proposal Preparation Instructions at 10. All references must have been performed within the previous four years. *Id.* To demonstrate that the referenced contracts were relevant, offerors were to provide a narrative description. RFP, attach. I, Proposal Preparation

⁵ The RFP identified four key personnel: program manager; operational medical director; unit support coordinator; and, protective security operations chief. RFP, attach. I, Proposal Preparation Instructions at 9-10.

Instructions at 10-11. Each narrative description should address the following: contract size; dollar value; mission description; operating environment; and, complexity. *Id.*

The RFP also instructed offerors to provide a narrative description assessing their performance on each referenced contract. RFP, attach. I, Proposal Preparation Instructions at 11. Narrative descriptions should provide the following: overall assessment of performance; discussion of any technical problems; discussion of all terminations, as well as any deficiency, show cause, or cure notices; and, a list of all deductions or other contractual sanctions. *Id.*

Relevancy would be assessed as very relevant, relevant, somewhat relevant, and not relevant. RFP, attach. H, Evaluation Criteria at 5. The RFP defined a “very relevant” rating as “[p]resent/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.” *Id.* A “relevant” rating was defined as “[p]resent/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.” *Id.* The RFP also described “common aspects” of relevancy as including, but not limited to, the following: similarity of product/service/support; dollar value; contract type; use of key personnel; extent of subcontracting; whether services were performed in hostile environments; complexity; magnitude of effort; and, schedule. *Id.* at 4.

Proposals would be assigned a confidence assessment rating that reflected the agency’s expectation that each offeror would successfully perform the requirement. RFP, attach. H, Evaluation Criteria at 5. The potential ratings were substantial confidence, satisfactory confidence, limited confidence, no confidence, and neutral confidence. *Id.* at 6. “Substantial confidence” was defined as “[b]ased on the offeror’s recent/relevant past performance, the Government has a high expectation that the offeror will successfully perform the required effort.” *Id.*

GardaWorld referenced three contracts demonstrating its past performance. AR, Tab 6, GardaWorld Past Performance Proposal at 2. The first contract referenced the WPS II Kabul Embassy Security Force (KESF) task order contract, the second contract referenced providing local guard services in Mali, and the third contract referenced providing local guard services in Iraq. *Id.*

The agency evaluated GardaWorld’s referenced contracts as “very relevant.” AR, Tab 9A, TET Report--GardaWorld at 18. The agency noted that the referenced contracts involved “similar scope and magnitude of effort and complexities that this solicitation requires.” *Id.* The agency also noted that GardaWorld’s KESF task order contract involved the largest guard force of all WPS II task order contracts, and performance in an austere environment. *Id.* Based on the relevant performance, DOS assigned a “substantial confidence” rating to GardaWorld based on a comprehensive review of the firm’s performance on the identified contracts. AR, Tab 9A, TET Report--GardaWorld at 20-21. DOS noted that it reviewed all evaluation information available. *Id.* at 21. DOS specifically identified GardaWorld’s “satisfactory” performance on the

KESF task order contract as demonstrating a high likelihood of success on the instant requirement. *Id.*

SOC argues that GardaWorld's past performance was unreasonably evaluated as "very relevant" because the firm's referenced efforts did not involve similar services, and because the TET's evaluation did not support the assignment of a "very relevant" rating as defined by the solicitation. Protest at 36-37; Comments and Supp. Protest at 31-32. SOC also argues that the agency did not consider adverse past performance information when evaluating GardaWorld's proposal. Comments and Supp. Protest at 32-33. The agency responds that it reasonably evaluated GardaWorld's past performance. Supp. MOL at 19-23.

Where a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations. *ValidaTek-CITI, LLC, B-418320.2 et al.*, Apr. 22, 2020, 2020 CPD ¶ 149 at 4. An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and significance of an offeror's performance history, is a matter of discretion which we will not disturb unless the assessment is unreasonable or inconsistent with the solicitation criteria. *Id.*

We have no basis to question the agency's determination that GardaWorld demonstrated "very relevant" past performance. Again, this requirement called for the selected contractor to provide protective, security, and logistics management services. RFP, attach. A, PWS at 3. The PWS also delineated the specific duties to be provided. See RFP, attach. A, PWS at 6-11 (requiring the agency to provide protective, security, tactical operations management, logistics management, training, and medical services).

Our review of the record confirms the agency's position that GardaWorld provided highly relevant services on its referenced contracts. For example, GardaWorld provided protective services, logistical support, and large-scale recruitment and staffing responsibilities on the KESF task order contract. See AR, Tab 6, GardaWorld Past Performance Proposal at 8-16 (provided mobile and static security services in accordance with WPS II IDIQ requirement, supported three tactical operations center, administered health and medical care services, and delivered training and personnel management services). Additionally, the KESF task order contract bore many of the "common aspects" of relevancy, including being performed in a hostile environment, having a high dollar value, and utilizing the same personnel structure and types of key personnel. *Id.* at 8. Further, contrary to SOC's argument, the record shows that this referenced effort involved highly mobile security services, and deployment of sophisticated security personnel. *Id.* at 9-10.

The other referenced contracts (while lower in dollar value) involved providing protective, logistics management, security, and training services at the U.S. Embassy in Bamako, Mali, and the New Consulate Compound in Erbil, Iraq. AR, Tab 6, GardaWorld Past Performance Proposal at 23-29, 33-39 (explaining that the firm provided local guard, security monitoring, logistics management, tactical operations

center management, and training services on both contracts). Thus, our review of the record confirms that DOS had a reasonable basis to determine that GardaWorld's past performance was highly relevant to the instant acquisition.

Moreover, even if GardaWorld should have been assigned a "relevant," as opposed to "very relevant" rating, this does not provide us a basis to sustain the protest. It is well-established that ratings, be they numerical, adjectival, or color, are merely guides to intelligent decision-making in the procurement process, and that the relevant considerations are the agency's qualitative assessment of the proposals. *Noble Supply and Logistics*, B-414511.3, Nov. 6, 2017, 2018 CPD ¶ 46 at 7. Thus, even if the TET's conclusion was inconsistent with the definition of the assigned adjectival rating, GardaWorld's past performance was nevertheless a valid predictor of the firm's likely performance because, as demonstrated above, the referenced efforts bore many similarities to the instant acquisition. In any event, the record shows that the SSA concluded that GardaWorld's past performance "involved essentially the same scope and magnitude of effort and complexities this solicitation requires," see AR, Tab 12, SSA Award Decision at 5; therefore, the ultimate evaluation was consistent with the adjectival ratings set forth in the RFP. See *IBM Corp.*, B-415798, Mar. 27, 2018, 2018 CPD ¶ 130 at 6 ("In any event, even to the extent the SSA independently reevaluated [the awardee's] proposal, there is no error. Selection officials have inherent authority to independently evaluate proposals."). Accordingly, we deny this protest allegation.

Finally, the record does not provide us a basis to question the agency's view that GardaWorld's past performance provided high confidence in its ability to perform the requirement successfully. Contrary to SOC's argument, DOS considered all of GardaWorld's self-identified performance concerns (e.g., deficiency and cure notices) on its referenced contracts. See AR, Tab 9A, TET Report--GardaWorld at 20-21 (past performance evaluation was "based on a comprehensive and in-depth assessment of all past and present performance information"). The record shows that DOS simply came to a different conclusion about the predictive value of GardaWorld's performance issues. Supp. COS at ¶ 48 (DOS did not consider the performance issues "adverse" because they were resolved during contract performance).

Moreover, our review confirms that GardaWorld received favorable past performance ratings, and that the firm was able to rectify many of the performance concerns. See, e.g., AR, Tab 10D, GardaWorld CPARs at 16-17 (noting that GardaWorld overcame a deficiency with respect to [DELETED]), 20 (noting that GardaWorld took corrective measures to maintain quality performance); see also AR, Tab 6, GardaWorld Past Performance Proposal at 40-41 (explaining that GardaWorld remediated [DELETED] on one of its referenced contracts). Thus, DOS's evaluation was consistent with GardaWorld's past performance information.⁶

⁶ Even if DOS unreasonably assigned a "substantial confidence" rating, we do not think that SOC would have suffered any competitive prejudice. Competitive prejudice is an essential element of every viable protest, and we will not sustain a protest unless the
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Remaining Challenges

SOC argues that the agency unreasonably evaluated its proposal under the management strategy and past performance factors, and unreasonably selected GardaWorld for award. We dismiss these challenges because SOC is not an interested party to raise them. Our regulations provide that only an “interested party” may protest a federal procurement--that is, a protester must be an actual bidder or prospective offeror whose direct economic interest would be affected by the award or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for award, were its protest to be sustained. *Bluewater Mgmt. Grp., LLC*, B-418831, Sept. 2, 2020, 2020 CPD ¶ 280 at 4.

Our review confirms that SOC was reasonably assigned a rating of “unacceptable” to the firm’s technical approach. The solicitation defined an “unacceptable” rating as the following:

Proposal does not meet requirement of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

RFP, attach. H, Evaluation Criteria at 3. Thus, even assuming that the agency unreasonably evaluated the firm’s proposal under the management strategy and past performance factors, such error would not have improved the firm’s chances of receiving award since its proposal was already reasonably considered “unawardable.” Similarly, SOC is not an interested party to challenge the selection decision because the firm’s proposal was ineligible for award.⁷ See *MindPetal Software Sols., Inc.*, B-418016,

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protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions. *Orbit Research, LLC*, B-417462, July 17, 2019, 2019 CPD ¶ 258 at 7. Because SOC was rated as “unacceptable” under the technical approach factor, it needed to demonstrate that GardaWorld’s record of past performance would have disqualified the awardee from the competition. See *infra* note 7. SOC’s argument (*i.e.*, that the agency did not consider all of GardaWorld’s deficiencies and cure notices) does not demonstrate a reasonable possibility that the firm would be disqualified from the competition because its overall performance repeatedly received positive ratings. See, *e.g.*, AR, Tab 10D, GardaWorld CPARs at 16.

⁷ DOS argues that SOC is not an interested party to raise any challenges in the event that we determined SOC’s proposal was reasonably assigned an “unacceptable” rating under the technical approach factor. Supp. MOL at 6-7. We disagree. SOC is an interested party to challenge the agency’s evaluation of GardaWorld because only SOC and GardaWorld were evaluated. AR, Tab 12, SSA Award Decision at 3. Thus, had SOC demonstrated that GardaWorld’s proposal was unacceptable, then DOS,

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Dec. 20, 2019, 2020 CPD ¶¶ 9 at 4-5 (protester was not an interested party to challenge the selection decision when it was evaluated as “unacceptable” and ineligible for award, and excluded from the competitive range). Accordingly, we dismiss these allegations.

The protest is denied.

Thomas H. Armstrong
General Counsel

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presented with no acceptable offerors, may have elected to resolicit proposals and SOC would have an opportunity to submit another proposal. *See Lawrence H. Suid*, B-255546, Mar. 9, 1994, 94-1 CPD ¶¶ 187 at 5, n.4.