



Decision

Matter of: Servexo Protective Services, Inc.

File: B-424349; B-424349.2

Date: June 8, 2026

Kaycilyn Cate Abrera for the protester.

Daniel J. Strouse, Esq., and Samuel Van Kopp, Esq., Cordatis Law LLP, for Valletta Industries, the intervenor.

Adam Humphries, Esq., U.S. Department of Agriculture, for the agency.

Jacob M. Talcott, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of the protester's quotation as unacceptable is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

Servexo Protective Services, Inc., a small business of Gardena, California, protests the issuance of a task order to Valletta Industries, a small business of Covington, Louisiana, under request for quotations (RFQ) No. 1232SA26Q0018, issued by the U.S. Department of Agriculture (USDA), for security guard services. The protester contends that the agency unreasonably evaluated its quotation as unacceptable.

We deny the protest.

BACKGROUND

On January 28, 2026, the agency issued the solicitation seeking quotations from small businesses holding General Services Administration federal supply schedule (FSS) contracts under North American Industry Classification System (NAICS) code 561612, security guards and patrol services. Agency Report (AR), Tab 2, Instructions to Vendors at 1; Contracting Officer's Statement (COS) at 1. The solicitation was issued in accordance with the procedures of the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) part 8 and General Services Administration Manual subpart

538.71. Electronic Protest Docketing System (Dkt.) No. 38.¹ The RFQ contemplated the issuance of a hybrid fixed-price, labor-hour task order for security guard services at the National Bio and Agro-Defense Facility located in Manhattan, Kansas, for a 1-year base period and four 1-year option periods. AR, Tab 1, RFQ at 1, 10. The due date for quotations was March 10, 2026. *Id.* at 1.

The solicitation provided for the evaluation of quotations based on five factors. *Id.* at 11. The factors required vendors to: attend a site visit (factor 1); meet contractor performance assessment rating system (CPARS) evaluation criteria (factor 2); provide documented experience to demonstrate recent and relevant experience (factor 3); submit a project manager's resume (factor 4); and submit a letter of commitment for the individual proposed as the project manager (factor 5). *Id.* As relevant to this protest, under the CPARS evaluation factor, the agency was to review each vendor's CPARS performance ratings for the following categories: quality, management, and schedule.² *Id.* The solicitation provided that "[a]ny CPARS ratings category (Quality, Management, Schedule) that has [a] rating of marginal or unsatisfactory in more than 10 [percent] of the total number of ratings for that category, shall result in an overall 'Unacceptable' rating." *Id.*

The solicitation provided for award on a lowest-price, technically acceptable basis. *Id.* at 10. The agency first was to select the quotation with the lowest price and then determine whether the quotation was technically acceptable. AR, Tab 2, Instructions to Vendors at 3. If the agency determined that the quotation was not technically acceptable under any of the five factors, the agency would evaluate the next lowest-price quotation until it found a technically acceptable quotation. *Id.*

The agency received timely quotations from seven vendors, including Servexo. COS at 2. Following its evaluation, the agency determined that Servexo submitted the lowest-price quotation and selected Servexo's quotation for the technical evaluation. *Id.* In conducting the technical evaluation, the agency concluded that Servexo's quotation was technically unacceptable under the CPARS evaluation factor because more than ten percent of Servexo's performance ratings under the schedule category were ratings of marginal. *Id.* The agency noted that, of the task orders issued to Servexo under nine separate contracts from 2018 to present, Servexo received a total of seventy-four ratings under the schedule category with seventeen of those ratings being marginal. *Id.*; AR, Tab 8, Servexo Tech. Eval. at 1; Tab 7, Servexo CPARS Reports at 1. Because this percentage exceeded the solicitation's maximum allowable percentage of ten percent for marginal or unsatisfactory ratings in any category, the agency concluded that Servexo's quotation was technically unacceptable and eliminated its quotation from

¹ USDA has issued a class deviation and is following the Revolutionary FAR Overhaul. Dkt. No. 38.

² To conduct this evaluation, the agency downloaded and reviewed the vendors' CPARS assessment charts from cpars.gov. COS at 2.

the competition.³ AR, Tab 8, Servexo Tech. Eval. at 1; COS at 2. On March 22, 2026, Servexo informed the contracting officer that it “received a notice that the opportunity was awarded to another contractor” and requested that the contracting officer inform Servexo of the contractor’s name, its total price, and whether the agency concluded that Servexo’s quotation was technically acceptable. Protest, exh. 1, Email with CO at 3. On March 23, the contracting officer responded that the agency issued the task order to Valletta for a total value of \$25,519,722, and that Servexo’s quotation was not technically acceptable because seventeen of the seventy-four performance ratings listed in its CPARS report under the schedule category were ratings of marginal. *Id.* This protest followed.⁴

DISCUSSION

The protester contends that the agency’s evaluation under the CPARS evaluation factor was “[i]nconsistent [w]ith the [s]olicitation’s [i]ntent.” Protest at 5. Specifically, the protester asserts that the agency’s evaluation unreasonably “treated [fifteen] simultaneous, co-occurring task orders . . . as [fifteen] independent marginal performance events.” *Id.* at 5. The protester explains that the task orders that the agency reviewed for this portion of the evaluation involved security guard services at multiple Department of Labor job corps center locations under one program vehicle during one performance year. *Id.* at 4. According to the protester, because these fifteen ratings of marginal performance were “not [fifteen] independent failures on [fifteen] unrelated contracts,” it was irrational for the agency to treat one program’s performance issues as fifteen separate ratings of marginal. *Id.* Instead, the protester argues that the agency should have considered the ratings assigned to those fifteen task orders as a single rating of marginal because the ratings stemmed from performance under one overarching contract. The agency responds that the evaluation was reasonable and in accordance with the terms of the solicitation. Memorandum of Law (MOL) at 4. Specifically, the agency contends that it appropriately counted each individual task order when conducting its evaluation. *Id.* For reasons discussed below,

³ To calculate the overall percentage of marginal ratings, the contracting officer divided the seventeen marginal ratings by the seventy-four total ratings under the schedule category and multiplied the quotient by 100, which totaled 22.97 percent. COS at 2; Protest, exh. 1, Email with CO at 2-3.

⁴ As stated above, the agency issued the task order to Valletta Industries. In a supplemental protest, Servexo argues that the agency may have improperly attributed the experience of another company--The Prometheus Company, Inc.--to Valletta Industries when evaluating proposals. First Supp. Protest at 3. The protester asserts that when it reviewed Valletta’s contractor record on GSA’s eLibrary, the official contact and website listed for Valletta were associated with Prometheus. *Id.* at 1. While the protester appears to believe that Prometheus and Valletta are separate companies, the contracting officer explains in response to the protest that he confirmed that The Prometheus Company and Valletta are not separate entities; instead, Prometheus changed its name to Valletta. Supp. COS at 1.

we find that the agency reasonably evaluated the protester's quotation as unacceptable.⁵

The evaluation of quotations is a matter within the discretion of the procuring agency. *Platinum Bus. Servs. LLC*, B-419930, Sept. 23, 2021, at 4. In reviewing a protest of an agency's evaluation of quotations, it is not our role to reevaluate quotations; rather, our Office will examine the record to determine whether the agency's judgment was reasonable and consistent with the solicitation criteria. *Id.* A vendor's disagreement with the agency, without more, does not render the evaluation unreasonable. *Id.*

Based on our review of the record, we have no basis to object to the agency's evaluation of Servexo's quotation as unacceptable under the CPARS evaluation factor. As mentioned above, under this factor, the solicitation provided for the review of the vendor's CPARS performance ratings under the quality, management, and schedule categories. RFQ at 11. The solicitation further provided that if the CPARS report contained ratings of marginal or unsatisfactory for more than ten percent of the total number of ratings under any of the listed categories, the quotation would receive a rating of unacceptable. *Id.* In reviewing Servexo's CPARS report for task orders issued under nine separate contracts, the agency noted a total of seventy-four individual performance ratings under the schedule category. AR, Tab 7, Servexo CPARS Report at 1. The agency found that, of those seventy-four ratings, seventeen were "ratings [of] marginal, or 22 [percent]." AR, Tab 8, Servexo Tech. Eval. at 1; Tab 7, Servexo CPARS Report at 1. The agency determined that Servexo's quotation exceeded the RFQ's ten percent threshold, and thus, concluded that Servexo's quotation was unacceptable and therefore ineligible for the task order. AR, Tab 8, Servexo Tech. Eval. at 1; Protest, exh. 1, Email Chain with CO at 2-3.

The protester does not dispute any of the information contained in its CPARS report or disagree with the assessment of the marginal CPARS ratings that it received for numerous task orders under the schedule category. Rather, in challenging the agency's evaluation, Servexo contends that it was unreasonable for the agency to individually count fifteen performance ratings from individual task orders because they stemmed

⁵ Although we do not address every argument raised by the protester, we have considered all of them and find that none provide a basis to sustain this protest. For example, the protester filed a supplemental protest on June 2 challenging the agency's use of the RFO part 8 deviation. Comments and Second Supp. Protest at 1. We dismiss this argument as untimely because it was not filed within 10 days of when the protester knew, or should have known, the basis for protest. In this regard, our timeliness rules require that protests based on grounds other than alleged improprieties in a solicitation must be filed no later than 10 days after the protester knew or should have known of the basis for its protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2). Here, the agency cited its use of the RFO deviation in its submission of the agency report on April 22. COS at 2; MOL at 4. Because the protester did not raise this challenge within 10 days of receiving the agency report, but waited until June 2, it is untimely now and therefore dismissed.

from the same overarching contract. Protest at 5. Servexo, however, points to nothing in the solicitation that required the agency to evaluate quotations in the manner asserted by the protester or that in any way prohibited the agency from reviewing the CPARS performance ratings for individual task orders. *Id.* Rather, the plain language of the RFQ provides generally that, in evaluating a vendor's CPARS performance ratings, the agency would evaluate the ratings in "[a]ny CPARS ratings category" to determine whether more than ten percent of the ratings listed in the CPARS report were marginal or unsatisfactory. RFQ at 11.

As noted above, of the task orders issued to Servexo under nine separate contracts from 2018 to present, the agency found that Servexo received a total of seventy-four ratings under the schedule category with seventeen of those ratings being marginal. AR, Tab 8, Servexo Tech. Eval. at 1; Tab 7, Servexo CPARS Reports at 1. Because the percentage of Servexo's marginal ratings exceeded the solicitation's maximum allowable percentage of ten percent for marginal or unsatisfactory ratings in any category, the agency concluded that Servexo's quotation was technically unacceptable and eliminated its quotation from the competition. AR, Tab 8, Servexo Tech. Eval. at 1; COS at 2. Although Servexo objects to the evaluation as unreasonable, the protester has not demonstrated that the agency's evaluation failed to comply with the solicitation or was otherwise improper.⁶ RFQ at 11. Accordingly, we find nothing unreasonable regarding the agency's evaluation of Servexo's quotation as unacceptable, and therefore, ineligible for the task order. This protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁶ Similarly, Servexo argues that the agency engaged in a "mathematical calculation" of the CPARS ratings instead of performing a qualitative analysis of past performance. Protest at 6. As stated above, however, the solicitation provided for this exact method of evaluation, which involved a numerical, not qualitative, consideration of performance ratings. See RFQ at 11. Contrary to the protester's contention, the solicitation did not require a qualitative assessment of the ratings. Protest at 6. Accordingly, this protest ground is denied.