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Decision

Matter of: Asset Protection & Security Services, L.P.

File: B-424568.3

Date: October 7, 2026

Frank S. Murray, Esq., Foley & Lardner LLP, for the protester.
Joshua K. Adams, Esq. and Megha Vyas, Esq., Department of Homeland Security, for the agency.
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DIGEST

Protest that the agency unreasonably elected to take corrective action in response to another firm's protest is denied where the record shows that the solicitation provided inaccurate information to offerors and failed to specify the rates applicable under the Service Contract Act.

DECISION

Asset Protection & Security Services, L.P., of Corpus Christi, Texas, protests the agency's decision to take corrective action in response to another firm's protest regarding request for task order proposals (RTOP) No. 70CDCR26R00000003, issued by the Department of Homeland Security, Immigration and Customs Enforcement (ICE), for detainee transportation services. Asset argues that the agency unreasonably elected to request revised price proposals after having initially issued a task order to the firm.

We deny the protest.

BACKGROUND

On December 10, 2025, ICE issued the RTOP against the Worldwide Expeditionary multiple-award indefinite-delivery, indefinite-quantity contract to procure detainee transportation services in the Los Angeles Area of Responsibility, which includes the Los Angeles, California, metropolitan area (Los Angeles, Orange, Riverside, and San Bernadino counties) and the California central coast (Ventura, Santa Barbara, and San Luis Obispo counties). Agency Report (AR) Tab 2, RTOP at 2; Department of

Homeland Security, Immigration and Customs Enforcement, Los Angeles Field Office, *available at* <https://www.ice.gov/field-office/los-angeles-field-office> (defining Los Angeles Area of Responsibility), Aug. 6, 2026.¹ The competition would be conducted using the procedures set forth under Federal Acquisition Regulation (FAR) 16.502-7, Fair Opportunity Procedures, as implemented by the Department of Homeland Security FAR Class Deviation No. 26-04. RTOP at 2.

The RTOP contemplated the issuance of a fixed-price task order to be performed over a 12-month base period with four 1-year option periods. AR, Tab 22, RTOP, amend. 1 at 2. Award would be made on a best-value tradeoff basis considering technical acceptability, past performance, and price factors. *Id.* at 7. Technical acceptability will be evaluated on a pass or fail basis. *Id.* The agency would then conduct a tradeoff analysis considering the past performance and price factors with the past performance factor being considered more important. *Id.*

For the price factor, offerors were instructed to complete a pricing spreadsheet. AR, Tab 22, RTOP, amend. 1 at 5. The pricing spreadsheet required offerors to provide fully burdened labor rates for multiple positions, such as detention officers and supervisors, as well as overtime, surge, and on-call rates. AR, Tab 18, RTOP, attach. 3, Price Workbook for GOV. The spreadsheet would then use the entered rates and pre-provided estimated labor hours to calculate total pricing information. AR, Tab 22, RTOP, amend. 1 at 5.

Regarding proposed pricing, multiple offerors inquired as to whether the incumbent workforce was covered by a collective bargaining agreement (CBA) and what rates applied. AR, Tab 21, RTO, Questions-and-Answers (Q&A) at 4, 11, 13, 17. As an example, the following exchange occurred:

Question No. 100: Is there an existing [CBA]?

Answer: There is a CBA for Los Angeles and Orange county only. There is none for Ventura and San Bernadino.

Question No. 101: Wage Determination 2015-5613 (Los Angeles County) was revised on 12/2/25 (Revision 31). Should we use the most current version in our bid?

Answer: Yes, use the most recent version of the WDs.

[. . .]

¹ Citations to the agency's report use the Adobe PDF page numbers.

Question No. 103: Wage Determination 2015-5625 (Ventura County) was revised on 12/2/25 (Revision 26). Should we use the most current version in our bid?

Answer: Yes, use the most recent version of the WDs.

AR, Tab 21, RTOP, Q&A at 11. Some offerors also requested copies of the CBA or tenure information regarding the incumbent workforce. *Id.* at 13, 17.

On April 13, 2026, ICE received proposals from ten offerors, including Asset. Contracting Officer's Statement (COS) at 3. On May 29, ICE issued the task order to Asset at a contract price of \$510,831,646. *Id.*

On June 10, two unsuccessful offerors challenged the issuance of the task order. COS at 4. After reviewing the procurement, the CO discovered that ICE failed to include a copy of the applicable CBA as an attachment to the solicitation. *Id.* The agency determined that Asset and multiple other offerors proposed pricing information that was below the minimum rate for detention officers subject to the CBA (*i.e.*, detention officers in Los Angeles and Orange counties). Supp. COS at 2. Rather than propose rates consistent with the CBA, those offerors proposed wage rates that were consistent with SAM.gov wage determinations.² *Id.*

As a result, ICE determined that most of the price proposals it received, including Asset's price proposal, were defective. COS at 4. Therefore, the agency decided to take corrective action, which included revising the solicitation to incorporate the CBA to comply with the McNamara-O'Hara Service Contract Act (SCA) and then soliciting revised price proposals. *Id.* Based on the agency's planned corrective action, we dismissed the protests challenging the award to Asset as academic. *Gothams, LLC*, B-424568, June 22, 2026, at 1 (unpublished decision); *Universal Protection Service, LP d/b/a Allied Universal Security Services*, B-424568.2, June 25, 2026, at 1 (unpublished decision).

On July 2, ICE amended the RTOP to include the CBA and solicited revised price proposals. AR, Tab 28, RTOP, amend. 2 at 1, 3. On July 10, Asset filed this protest challenging the agency's decision to take corrective action.

² A "wage determination" is a listing of the wage rates and fringe benefit rates for each classification of laborers and mechanics which the Department of Labor has determined to be prevailing in a given area pursuant to the SCA. 29 C.F.R. § 4.1a (definition of "wage determination"). Since 2019, the Department of Labor has published the wage determinations on SAM.gov. *Davis-Bacon and Related Acts (DBRA) Frequently Asked Questions*, Department of Labor, available at <https://www.dol.gov/agencies/whd/government-contracts/construction/faq#2> (last visited September 14, 2026).

DISCUSSION

Asset contends that the agency unreasonably elected to take corrective action. First, the protester asserts that the solicitation did not contain any impropriety necessitating the corrective action. Comments at 3-10. Second, Asset contends that reopening the competition is inappropriate because the corrective action does not provide any benefit to the procurement system that justifies the harm to its competitive position resulting from the disclosure of the contract price. *Id.* at 10-11.

ICE counters that it reasonably elected to take corrective action because it failed to provide information, which was necessary to allow offerors to compete on an equal basis. Memorandum of Law at 6-8; Resp. to GAO Req. for Briefing at 2-3. ICE also argues that the protester did not suffer any competitive prejudice because Asset's price, which was disclosed after the initial award, did not comply with the CBA and was therefore of no competitive value. Resp. to GAO Req. for Briefing at 3-4.

Contracting officials have broad discretion to take corrective action where they determine such action is necessary to ensure fair and impartial competition. *Systems Plus, Inc.*, B-413703.8, May 10, 2017, at 5. We will not object to the specific proposed corrective action, so long as it is appropriate to remedy the flaw which the agency perceives as tainting the procurement. *Id.* Where an agency has reasonable concerns that there were errors in the procurement, the agency may take corrective action, even if it is not certain that a procurement would be sustained. *Id.*; *Logistics Sys., Inc.*, B-423242.4, July 10, 2025, at 7.

Here, the record provides no basis to object to ICE's corrective action because the agency has reasonably explained that it needed to provide a copy of the CBA to permit offerors to compete fairly. As a general rule, a contracting agency must give sufficient detail in a solicitation to enable offerors to compete intelligently and on a relatively equal basis. *Phoenix Mgmt., Inc.*, B-416529.2, Nov. 2, 2018, at 3.

Our review of the solicitation confirms the agency's position that the RTOP failed to provide sufficient and accurate information. The record shows that multiple offerors inquired whether a CBA covered any of the incumbent employees and whether a copy of the CBA could be provided. AR, Tab 21, RTOP, Q&A at 11. The agency responded that a CBA applied to employees in Los Angeles and Orange counties but did not provide a copy of the CBA. *Id.* at 11, 13, 17. Instead, the agency referred offerors to Department of Labor wage determinations, which did not provide the CBA rates but rather provided lower wage rates. *Id.* at 11 (referring offerors to various DOL wage determinations instead of the CBA covering detention officers in Los Angeles and Orange counties); Supp. COS at 2 (explaining that offerors used DOL wage determinations instead of the applicable CBA rates for detention officers).

This error caused offerors to submit proposed pricing information that deviated from the SCA-applicable rates, and in some cases, resulted in below-cost offers. Supp. COS at 2. Given the inaccurate solicitation terms, the agency could not be sure whether

these offerors meant to perform below-cost, and thus, concluded that the offerors submitted “defective” pricing. See *id.* As a result, we do not object to the agency’s decision to take corrective action because there was an obvious flaw in the solicitation (*i.e.*, lack of correct wage information), which precluded offerors from preparing their proposals intelligently and responsive to the agency’s needs.

Moreover, we view as reasonable the agency’s position that it was required to provide a copy of the CBA to ensure a fair and equal competition. While the parties did not identify any statute or regulation legally requiring the agency to incorporate the CBA, it was not unreasonable for the agency to conclude that the information was necessary for a fair competition. Indeed, offerors would be forced to make unnecessary assumptions regarding the rates and benefits applicable to certain detention officers in order to formulate their price proposals, which necessarily precludes a fair and equal competition. See *CAE USA, Inc.*, ASBCA No. 58006, Jan. 27, 2014, at 8 (“There can be no reasonable doubt that pursuant to [FAR 22.1008-2], it was the responsibility of the [contracting officer] to provide a complete CBA and that the CBA provided was not complete. Without the details of the [incumbent contractor’s] fringe benefit program that was referenced in, but not provided with the CBA, offerors could not ascertain the amount of the wage and fringe benefits that were required by the [solicitation], pursuant to the SCA and FAR.”). Thus, we deny this allegation because our review confirms that the agency reasonably elected to take corrective action to remedy an actual impropriety with the solicitation.

Next, we address Asset’s argument that reopening the competition would significantly harm its competitive position because its contract price was disclosed after the initial award. Comments at 10-11. In support thereof, Asset argues that the impropriety did not impact the competitive process because all offerors used the same wage determination. *Id.*

Where the corrective action is otherwise unobjectionable, a request for revised price proposals is not improper merely because the awardee’s price has been exposed. *Veterans Medical Supply, Inc.*, B-418019.6, Jan. 29, 2021, at 4. We have recognized a limited exception to this rule where the record establishes that there was no impropriety in the original evaluation and award, or that an actual impropriety did not result in any prejudice to other offerors. *McKean Defense Grp.--Info. Tech., LLC*, B-401702.2, Jan. 11, 2010, at 3; *Security Consultants Grp., Inc.*, B-293344.2, Mar. 19, 2004, at 2-3. In such situations, reopening the competition after prices have been disclosed does not provide any benefit to the procurement system that would justify compromising the offerors’ competitive positions. *McKean Defense Grp.--Info. Tech., LLC, supra.*

In *Security Consultants Group*, the protester challenged ICE’s cancelation of an issued task order for security services and reopening of the competition. *Security Consultants Grp., supra* at 1. The agency canceled the task order because, after reviewing the procurement, it determined that the solicitation failed to disclose the relative weights of the evaluation factors. *Id.* at 2. The agency determined that evaluators had assigned past performance a weight of 60 percent and two other technical factors weights of 20

percent. *Id.* As a result, the agency elected to permit offerors to submit revised technical and price proposals. *Id.*

The protester argued that this action was unwarranted because none of the offerors were prejudiced by the defect, and that the firm would be at a competitive disadvantage in the reopened competition because its contract price had been disclosed. *Security Consultants Grp., supra* at 2. The agency countered that the failure to disclose the relative weights of the evaluation factors was a material solicitation deficiency, which could have affected the way offerors prepared proposals. *Id.*

After reviewing the record, we sustained the protest. We concluded that failing to disclose the relative weights of the evaluation factors did not cause any prejudicial harm. *Security Consultants Grp., supra* at 3-4. As to the past performance factor, we explained that offerors had no reason not to reference their best possible past performance information because past performance, by its nature, is an area where offerors generally would have no reason not to submit the best possible information, regardless of the evaluation weight assigned. *Security Consultants Grp., supra* at 3. We also explained that the offerors were not prejudiced by the failure to disclose the lower relative weights of the other technical factors because, logically, those offerors would not have spent less time preparing those portions of their proposals which they had mistakenly believed were more important. *Id.* Thus, because the defective solicitation did not prejudice any offerors, we concluded that reopening the solicitation was unwarranted because there was no benefit to the procurement system that would justify the harm to the protester's competitive position.

In *McKean Def. Grp.--Info. Tech., LLC*, a protester challenged the scope of the Navy's proposed corrective action regarding a procurement for information technology support services. *McKean Def. Grp.--Info. Tech., LLC, supra* at 1. After issuing a task order to the protester, the agency elected to take corrective action because it identified improprieties in its cost realism evaluation. *Id.* at 2. The agency notified the protester that it intended to hold discussions, solicit revised proposals, evaluate the revised proposals, and then make a new selection decision. *Id.* As far as opening discussions and soliciting revised proposals, the Navy explained that this was necessary to address any proposed personnel changes due to the passage of time occurring since proposals were submitted.

The protester argued that the proposed corrective action was unreasonable because it exceeded any issues with the cost realism evaluation. *McKean Def. Grp.--Info. Tech., LLC, supra* at 3. The protester further argued that the other competitor was not prejudiced by any issues with the cost realism evaluation because the protester's evaluated costs were much lower than the competitor's evaluated costs. *Id.* Thus, the protester contended that reopening discussions would cause significant harm to its competitive position and argued that the scope of the corrective action should be limited to reevaluating previously submitted proposals. *Id.*

After reviewing the record, we disagreed with the protester. We explained that agencies have considerable discretion to take corrective action and that we would not substitute our judgment for that of the agency, absent a showing that the discretion was being abused. *McKean Def. Grp.--Info. Tech., LLC, supra* at 4. Further, we distinguished *Security Consultants Grp.* explaining that the agency abused its discretion in that protest because, while it had identified a flaw in the competition, the agency had nevertheless failed to identify any reason to reopen the competition. *Id.* In contrast, we explained that the Navy had identified both a flaw (*i.e.*, an erroneous cost realism evaluation) and a reasonable basis for reopening the competition (*i.e.*, likelihood that one or both offerors would need to make significant personnel/resume changes). *Id.*

Applying that framework here, we conclude that the exception does not apply. Unlike *Security Consultants Group*, the agency has demonstrated that there was both a flaw (*i.e.*, inaccurate solicitation) and a reasonable basis to reopen the competition (*i.e.*, provide a copy of the CBA and solicit price proposals responsive to the agency's actual needs). Furthermore, we reiterate that the agency may reasonably solicit revised price proposals even if the awardee's proposed price was exposed, so long as the corrective action is otherwise unobjectionable. *ZAFER Constr. Co.*, B-401871.4, Feb. 1, 2010, at 3. Accordingly, we deny the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel