



Decision

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Matter of: Janus Global Operations, LLC

File: B-414569.8

Date: November 21, 2017

Devon E. Hewitt, Esq., and Michael E. Stamp, Esq., ProTorae Law PLLC, for the protester.

James J. McCullough, Esq., Michael J. Anstett, Esq., and Anayansi Rodriguez, Esq., Fried, Frank, Harris, Shriver & Jacobson LLP, for SOC LLC, the intervenor.

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

Alexander O. Levine, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that agency unreasonably failed to recognize several positive aspects of protester's proposal as strengths is denied where protester fails to demonstrate that the agency's evaluation was unreasonable.
 2. Protest alleging that agency's best-value tradeoff determination failed to meaningfully consider whether the advantages of the protester's proposal were worth its higher price is denied where the agency reasonably concluded that the protester's proposal did not provide the agency with technical advantages worth the payment of a price premium.
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DECISION

Janus Global Operations, LLC, of Lenoir City, Tennessee, protests the issuance of a task order to SOC LLC, of Chantilly, Virginia, under request for task order proposals (RFTOP) No. SAQMMA16R0643, issued by the Department of State (DOS) for security services at the Baghdad Diplomatic Support Center (BDSC) in Iraq. Janus challenges DOS's evaluation of Janus' staffing plan and the agency's best-value tradeoff determination.

We deny the protest.

BACKGROUND

The solicitation, which was issued on June 16, 2016, contemplated the issuance of a task order under DOS's worldwide protective services II (WPS II) indefinite-delivery, indefinite-quantity (IDIQ) contract for a broad range of security services at the BDSC. Contracting Officer's Statement (COS) at 1. Such services include personal protection, static guards, and emergency response teams used to ensure the life, safety, and security of chief of mission personnel and facilities at the BDSC.

The RFTOP provided for the evaluation of proposals under seven technical subfactors: (1) staffing plan, (2) mobilization and transition plan, (3) training management plan, (4) logistics and property management and accountability plan, (5) key personnel, (6) management approach, and (7) risk management plan. RFTOP § M at 2.¹ The first three subfactors were to be "of equal level of importance, but significantly higher than [subfactors] 4, 5, 6, and 7." Id. When combined, the non-price factors were to be significantly more important than price. Id.

Regarding price, the solicitation contained both fixed-price and cost-reimbursable line items, but stated that the cost-reimbursable items would not be evaluated for purposes of award. RFTOP § M at 3. With regard to the fixed-price line items, the RFTOP contemplated that each offeror's overall total fixed price would be evaluated for fairness and reasonableness. Id.

With regard to the staffing plan requirement, the RFTOP instructed offerors to provide a staffing plan that included a staffing requirement analysis, a recruitment plan, a plan for acquiring and managing required canines, a candidate screening plan, and a retention plan. RFTOP § L at 4-5.

The solicitation also provided an "overarching evaluation approach for all factors and subfactors" that anticipated the evaluation of both the adequacy of each offeror's response and the feasibility of the proposed approach. RFTOP § M at 1. To determine the "adequacy of response," the agency would evaluate the extent that the proposal addresses the RFTOP requirements including whether the proposed methods and approach adequately and completely considered, defined, and satisfied the solicitation requirements. Id. To determine feasibility, the agency would evaluate "the extent to which the proposed approach is feasible and the end results achievable," with the agency examining "the extent to which the offeror is expected to be able to complete the proposed tasks and technical requirements successfully within the required schedule." Id.

¹ Citations to sections L and M of the RFTOP refer to the most recent versions of these sections, which were provided as attachments to solicitation amendment 4.

In July 2017, DOS received six proposals in response to the solicitation, including proposals from Janus and SOC. COS at 7.² Following discussions, the agency evaluated Janus and SOC as follows:

	Janus	SOC
Overall Technical	Superior	Superior
Staffing Plan	Acceptable	Acceptable
Mobilization and Transition Plan	Superior	Superior
Training Management Plan	Superior	Acceptable
Logistics and Property Management and Accountability Plan	Acceptable	Acceptable
Key Personnel	Acceptable	Acceptable
Management Approach	Acceptable	Acceptable
Risk Management Plan	Acceptable	Acceptable
Final Proposed Fixed Price	\$211,974,045	\$187,364,299
Final Overall Proposed Price	\$376,932,648	\$349,782,608

Agency Report (AR), Tab 10, Source Selection Decision Document (SSDD), at 2, 5, 8.

In evaluating Janus' proposal, the technical evaluation team (TET) assessed two strengths: a strength relating to Janus' mobilization and transition plan and a strength relating to Janus' training management plan. For SOC's proposal, the TET also assessed two strengths, with both strengths relating to SOC's mobilization and transition plan.

The Source Selection Authority (SSA) reviewed the evaluation documents and determined that SOC's proposal represented the best value. On August 21, the agency issued the subject task order to SOC. This protest followed.³

DISCUSSION

The protester argues that DOS unreasonably evaluated Janus' staffing plan by failing to note several strengths in Janus' approach. The protester additionally argues that the

² The subject task order was initially issued to Janus. Following protests by several offerors, the agency issued an amendment to the RFTOP, conducted discussions, and solicited revised proposals.

³ The awarded value of the task order exceeds \$10 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under civilian agency multiple-award IDIQ contracts. 41 U.S.C. § 4106(f)(2).

agency failed to meaningfully consider whether the technical advantages offered by Janus' proposal justified its higher price.⁴

In reviewing protests of alleged improper evaluations and source selections, even in a task order competition as here, we do not reevaluate proposals, but rather we examine the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. Technology Concepts & Design, Inc., B-403949.2, B-403949.3, Mar. 25, 2011, 2011 CPD ¶ 78 at 8. A protester's disagreement with the agency's conclusions, by itself, does not render the evaluation unreasonable. APT Research, Inc., B-409780, Aug. 8, 2014, 2014 CPD ¶ 259 at 7-8. Additionally, unless otherwise required by the solicitation, an agency is not required to award a strength to a proposal feature that exceeds or goes beyond the solicitation requirements in some way, unless it also concludes that the feature would be advantageous to the government. See Centerra Group, LLC, B-414768, B-414768.2, Sept. 11, 2017, 2017 CPD ¶ 284 at 8.

Janus primarily argues that the agency "unreasonably overlooked" a number of strengths offered by Janus' staffing plan. Comments at 5. The protester asserts that its staffing plan proposed numerous features that would provide DOS with significant benefit and that these features should have been recognized by the agency as additional strengths.

The record shows that the TET reviewed Janus' staffing plan and concluded that it met basic solicitation requirements and demonstrated an adequate understanding of the solicitation requirements for the staffing plan subfactor. AR, Tab 12, TET Report, at 2. The TET further concluded, however, that Janus' approach "did not offer significant advantages to the Government beyond basic RFP requirements." Id. In response to this protest, the contracting officer provided further explanation of this conclusion, detailing that while DOS viewed the staffing plan approaches in question as providing some benefit to Janus, by helping it meet contract requirements, the agency did not find that these approaches provided "any clear advantages [to the government] that exceeded contract requirements." COS at 19-20.⁵ As explained below, based on our

⁴ While we do not address every argument raised by Janus in its protest, we have reviewed each issue and do not find any basis to sustain the protest. For example, in its initial protest, Janus also argued that the agency unreasonably assigned SOC an overall rating of superior and that the agency unreasonably evaluated Janus' training management plan. Protest at 7, 11. DOS responded to these arguments within its agency report provided on October 2. See Memorandum of Law at 16-26. Janus failed to substantively respond to these points in its comments. Under these circumstances, we consider the protester to have abandoned these arguments. Nexagen Networks, Inc., B-411209.7, June 20, 2016, 2016 CPD ¶ 164 at 3 n. 4

⁵ In response to this protest, the agency provided a statement from the contracting officer explaining DOS's decision not to assign additional strengths relating to Janus' staffing plan. Our Office has stated that post-protest explanations that provide a
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review of the staffing plan features in question, we find the agency's conclusion that Janus' proposal did not offer significant advantages exceeding the solicitation's requirements to be reasonable.

For instance, the protester asserts that Janus proposed a staffing requirement analysis [DELETED] that would enable Janus to have a larger bench⁶ available to respond to surge events, and that would also benefit the contractor in meeting its recruitment and retention goals. The protester argues that this approach provided a significant advantage to the agency because it constituted "a far deeper bench than that typically offered by other contractors in Iraq." Comments at 7.

The record, however, supports neither the protester's contention that this approach was of significant benefit to the agency, nor the argument that it provided Janus' proposal with a distinguishing advantage over SOC's proposal.⁷ In this regard, we note that Janus, which proposed a bench of [DELETED] personnel, did not propose a "far deeper" bench than SOC, which proposed a bench of [DELETED] personnel. Compare AR, Tab 11, Janus Tech. Proposal, at 3 with AR, Tab 3, SOC Tech. Proposal, at 6-7; see also Agency Resp. to Req. for Supp. Info. at 1. Moreover, Janus actually proposed fewer total personnel than SOC ([DELETED] versus [DELETED] personnel). Id. Thus, it is not apparent that Janus' approach will necessarily ensure the availability of more personnel during a surge event. In sum, we do not find any reason to question DOS's conclusion that Janus' approach did not provide a "clear advantage" to the agency. COS at 19.

Another staffing plan feature that the protester cites is Janus' recruitment plan, which calls for the recruitment of [DELETED]. The protester contends that this approach would ensure continuity of operations, minimize disruption, reduce costs, and result in

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detailed rationale for contemporaneous conclusions, and fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions where, as here, those explanations are credible and consistent with the contemporaneous record. APLus Techs., Inc., B-408551.3, Dec. 23, 2013, 2014 CPD ¶ 12 at 10 n.11. Here, we note that the explanation provided by the contracting officer during the course of this protest is consistent with the contemporaneous record. In addition, we find the explanation to be credible in light of the contracting officer's role in this procurement, which consisted of reviewing the technical evaluation and providing an award recommendation to the SSA.

⁶ Janus' proposal used the term "bench" to denote reserve staff, which included personnel on leave, that could be deployed in the event of a surge event, or other need, in order to supplement the number of personnel, i.e., "boots on the ground," actively performing on the contract. AR, Tab 11, Janus Tech. Proposal, at 2-3.

⁷ Additionally, the protester did not explain how Janus' proposed approach exceeded the solicitation requirements.

greater customer satisfaction. Comments at 7. Here again, we do not find the agency's failure to identify any clear advantages to the government stemming from this approach to be unreasonable or inconsistent with the evaluation criteria. As the COS noted, "[a]ll vendors were encouraged to [DELETED]." COS at 19. Indeed, SOC, which--like Janus--did not receive any strengths for its recruitment plan, proposed to retain an even higher percentage of [DELETED] than Janus. See AR, Tab 3, SOC Tech. Proposal, at 1. Thus, even if Janus had been assigned a strength for this approach, it appears that this strength would not have constituted a discriminator vis-à-vis SOC's approach.

The protester further argues that the SSA "did not engage in or adequately document a 'meaningful analysis' justifying her conclusion that the technical superiority of Janus' proposal did not warrant its higher proposed price." Comments at 2. In support of this argument, the protester contends that the agency failed to recognize that Janus received superior ratings in two out of the three most highly rated technical subfactors and therefore was technically superior to SOC, which only received a superior rating in one of the three most highly rated subfactors. In Janus' view, its technical superiority required the agency to conduct, and document, a meaningful analysis of whether Janus' strengths were worth its higher price. Janus argues that instead of performing such an analysis, the SSA relied on general and conclusory statements to conclude that SOC's proposal provided the government with the best value.⁸

Where solicitations provide for award on a best-value tradeoff basis, it is the function of the agency to perform a price/technical tradeoff, that is, to determine whether one proposal's technical superiority is worth any associated higher price; the extent to which one is sacrificed for the other is governed only by the test of rationality and consistency with the stated evaluation criteria. Remington Arms Co., Inc., B-297374, B-297374.2,

⁸ In addition, the protester points out that the agency mistakenly compared Janus' and SOC's "final overall proposed price" rather than the two offerors' "final proposed fixed price," as was contemplated by the RFTOP. Comments at 3; see also AR, Tab 9, Contracting Officer Recommendation, at 13; AR, Tab 10, SSDD, at 5. The difference between the two offerors' final overall proposed prices was approximately \$27 million, whereas the difference between their final proposed fixed prices was approximately \$24.6 million. While we agree with the protester that the agency's best-value analysis did refer to the difference between the two proposals' final overall proposed prices, we do not conclude that this error prejudiced Janus. In this regard, the agency's best-value determination expressly considered and analyzed not only the difference in the overall prices, but also the difference between SOC's and Janus' fixed prices. See AR, Tab 9, Contracting Officer Recommendation, at 13; AR, Tab 10, SSDD, at 5. Moreover, as discussed more fully below, the agency concluded as part of its best-value determination that both SOC and Janus offered comparable advantages such that no price premium was warranted. See AR, Tab 10, SSDD, at 8; AR, Tab 9, Contracting Officer Recommendation, at 13. Accordingly, the record does not evidence that DOS would have reached a different award decision had the agency's best-value determination not referenced the \$27 million overall price difference.

Jan. 12, 2006, 2006 CPD ¶ 32 at 15. Where the record demonstrates that the SSA was aware of the relative advantages and disadvantages of each proposal, reasonable determinations that proposals are essentially equivalent are well within the SSA's discretion. Pro-Sphere Tek, Inc., B-410898.11, July 1, 2016, 2016 CPD ¶ 201 at 11. In such circumstances, price becomes the determining factor for award. Staff Tech, Inc., B-403035.2, B-403035.3, Sept. 20, 2010, 2010 CPD ¶ 233 at 6.

Based on our review of the record, we conclude that the agency reasonably determined that SOC's proposal presented the best value to the government. In this regard, we note that the contracting officer, as part of her award recommendation, reviewed the two strengths assigned to Janus' proposal and compared those strengths to the two strengths assigned to SOC's proposal. See AR, Tab 9, CO Award Recommendation, at 10-13. The contracting officer concluded that Janus' two strengths, which were split between two technical subfactors (the mobilization and transition plan and training management plan subfactors), did not "offer technical advantages over those [strengths] offered by SOC," both of which were assigned under the same technical subfactor (the mobilization and transition plan subfactor). Id. at 10.⁹ The SSA concurred with the contracting officer's determination, finding that while Janus, like SOC, had received an overall technical rating of "superior," Janus only offered "comparable advantages" to SOC, and therefore Janus' proposal did not "warrant the payment of a price premium over SOC." AR, Tab 10, SSDD, at 5, 8.

We find this conclusion to be reasonable and do not conclude that the agency was obligated to consider Janus' proposal to be technically superior simply because its two strengths were spread out over two technical subfactors instead of arising under one subfactor like SOC's proposal. In this regard, it is well-established that ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision making in the procurement process. Amyx, Inc., B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 11. Accordingly, we have consistently found it reasonable for an agency's best-value determination to look beyond adjectival ratings and compare the relative features and advantages of competing proposals. See, e.g., KSJ & Assocs., Inc., B-409728, July 28, 2014, 2014 CPD ¶ 222 at 6; King Farm Assocs., LLC et al., B-404896.10 et al., Dec. 5, 2011, 2012 CPD ¶ 6 at 13-14.

The protest is denied.

Susan A. Poling
General Counsel

⁹ We note that the mobilization and transition plan and training management plan subfactors were of equal importance. RFTOP § M at 2.