



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.  
Washington, DC 20548

Comptroller General  
of the United States

# Decision

## DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

**Matter of:** Continuity Global Solutions

**File:** B-419070

**Date:** November 30, 2020

Robert Nichols, Esq., Samuel Van Kopp, Esq., and Andrew Victor, Esq., Nichols Liu LLP, for the protester.

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

Jonathan L. Kang, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

Challenge to the agency's finding that the protester's proposal failed to meet a mandatory solicitation requirement for experience is denied where the agency reasonably interpreted the requirement and found that the protester's proposal failed to satisfy it.

## DECISION

Continuity Global Solutions (CGS), of Falls Church, Virginia, challenges the decision by the Department of State (DOS) to eliminate its proposal from the competition conducted under request for proposals (RFP) No. 19AQMM20R0013, which was issued for worldwide security services. The protester argues that the agency unreasonably found its proposal technically unacceptable because it failed to meet the solicitation's minimum experience requirements.

We deny the protest.

## BACKGROUND

DOS issued the solicitation on May 19, 2020, seeking proposals for the agency's Worldwide Protective Services (WPS) III requirement. Agency Report (AR), Tab 1, RFP § A at 1; *id.* § C, Statement of Work (SOW) at 6. The agency's Bureau of Diplomatic Security (DS) is responsible for the safety and security of the DOS employees serving in the United States and overseas. SOW at 6. The SOW states that "[t]he primary objective of this contract is to secure best-in-class and on-time delivery of those Contractor-provided resources and services DS/[Office of Overseas Protection]/

[Worldwide Protective Services Division] deems necessary to meet DS' global security and protective responsibilities." *Id.* The contractor will be responsible for the following requirements at locations throughout the world: "Ensuring the safety and security of the Department's facilities, buildings, property, and employees and their accompanying eligible household members, as well as any DS/[regional security officer (RSO)]-designated U.S. and foreign Government dignitaries, diplomats, officials, employees, and others." *Id.* at 8.

The RFP anticipated the award of multiple indefinite-delivery, indefinite-quantity contracts with base periods of 1 year and nine 1-year options. RFP § B at 1; *id.* § F at 4. The maximum ordering value for the contract is \$15 billion. *Id.* § B at 1. The solicitation stated that proposals would be evaluated in two phases. *Id.* § M at 2-3. Phase one provided for the evaluation of minimum mandatory requirements in the areas of: (1) experience; (2) foreign ownership, control, or influence; and (3) membership with the International Code of Conduct for Private Security Service Providers' Association. *Id.* at 3-4. The phase one criteria stated that proposals that failed to meet the minimum requirements "will be excluded from further consideration and will not be evaluated." *Id.* at 3.

Proposals that met the minimum requirements of the phase one evaluation were to be evaluated under phase two, which provided for the evaluation of the following three factors: (1) price, (2) past performance and (3) sample task order evaluation. *Id.* at 5-10. For purposes of award, the three evaluation factors were of equal importance. *Id.* at 2.

CGS submitted a proposal before the closing date of July 10. DOS found that CGS's proposal failed to meet the minimum mandatory requirements for experience, and therefore eliminated the proposal from the competition. AR, Tab 4, CGS Evaluation at 1. The agency advised CGS on August 6 that its proposal had been rejected, and provided a pre-award debriefing on August 26. Contracting Officer's Statement (COS) at 2-3. This protest followed.

## DISCUSSION

CGS raises two primary arguments: (1) DOS's evaluation of the protester's proposal under the phase one mandatory minimum requirements improperly relied on unstated evaluation criteria; and (2) even if the agency's interpretation of the minimum requirements was reasonable, the agency unreasonably found that the protester's proposal failed to meet those requirements. For the reasons discussed below, we find no basis to sustain the protest.<sup>1</sup>

---

<sup>1</sup> CGS also raises other collateral arguments. Although we have reviewed all of the arguments, we find that none provides a basis to sustain the protest. For example, CGS argues that DOS's evaluation was unreasonable because the agency found its proposal in response to another solicitation acceptable. Protest at 14-15. Specifically,

The evaluation of an offeror's proposal is a matter within the agency's discretion. *National Gov't Servs., Inc.*, B-401063.2 *et al.*, Jan. 30, 2012, 2012 CPD ¶ 59 at 5. In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines 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. *22nd Century Techs., Inc.*, B-413210, B-413210.2, Sept. 2, 2016, 2016 CPD ¶ 306 at 8. An offeror's disagreement with the agency's evaluation judgment, without more, is insufficient to establish that the agency acted unreasonably. See *Vectrus Sys. Corp.*, B-412581.3 *et al.*, Dec. 21, 2016, 2017 CPD ¶ 10 at 3.

#### Interpretation of the Experience Factor's Minimum Requirements

CGS argues that DOS unreasonably found its proposal unacceptable under the experience criterion of the mandatory minimum requirements for the phase one evaluation based on the application of an unstated evaluation criterion. Protest at 7-12. Specifically, the protester contends that the agency improperly found that "armed personal protective" services are "akin to bodyguard and movement protection of identified individuals." *Id.* at 8 (citing AR, Tab 4, CGS Evaluation at 4). We find no basis to sustain the protest.

Agencies must evaluate proposals based solely on the factors identified in the solicitation, and must adequately document the bases for their evaluation conclusions. *Sterling Med. Corp.*, B-412407, B-412407.2, Feb. 3, 2016, 2016 CPD ¶ 73 at 11; *Intercon Assocs., Inc.*, B-298282, B-298282.2, Aug. 10, 2006, 2006 CPD ¶ 121 at 5. While agencies properly may apply evaluation considerations that are not expressly outlined in the RFP if those considerations are reasonably and logically encompassed within the stated evaluation criteria, there must be a clear nexus between the stated and unstated criteria. *Raytheon Co.*, B-404998, July 25, 2011, 2011 CPD ¶ 232 at 15-16. Where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. See *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5. When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an

---

the protester states that DOS's 2015 solicitation for WPS services, known as the WPS II requirement, contained the same minimum mandatory requirements. *Id.* at 15. The protester further states that the agency advised during its debriefing that the protester's proposal satisfied those requirements based on a "prior iteration" of the contracts in Pakistan that were cited in the protester's current proposal. *Id.* Our Office has explained that each federal procurement stands on its own, and apart from circumstances not present here, an agency may reach a different evaluation judgment from one it has reached under a different solicitation, so long as the evaluation being challenged is reasonable. *Buffalo Computer Graphics, Inc.*, B-416244, July 17, 2018, 2018 CPD ¶ 247 at 4-5 n.5. For these reasons, we find no merit to this argument.

interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3.

As relevant here, one of the solicitation's phase one minimum requirements concerned experience. RFP § M at 3-4. The proposal instructions required offerors to provide a mandatory minimum matrix form and written narrative explaining how the offeror meets the minimum requirements. RFP § L at 7-8.

The proposal evaluation criteria stated that offerors must demonstrate experience in three types of contracts:

1. Within the last five (5) years[] offeror has performed contract(s) (Federal, State or Private Sector) as a contractor (prime or sub) outside the U.S. providing all three (3) of the following types of security services:
  - (a) armed personal protective, (b) armed guard, and (c) team-based emergency response security services in a "high risk, high threat environment" outside the United States. In doing so, the offeror shall ensure the following are met:
    - a. Offeror must have performed at least one (1) security service contract (armed personal protective or armed guard or team-based emergency response) valued at least \$10 million annually; and
    - b. Offeror must have performed at least one (1) security service contract (armed personal protective or armed guard or team-based emergency response) where its services were rendered in multiple locations; and
    - c. Offeror must have performed at least one (1) security contract (armed personal protective or armed guard or team-based emergency response) where it employed at least 75 personnel providing direct services under the contract.

RFP § M at 3-4.

CGS's mandatory minimum matrix identified three contracts awarded by DOS for security services in Pakistan, with performance periods covering July 2012 to December 2017, January 2018 to December 2018, and January 2019 to the present (with an expiration date of December 2023). AR, Tab 3a, CGS Technical Proposal at 5-9.<sup>2</sup> The protester stated that these three contracts satisfied the requirement to

---

<sup>2</sup> Citations to the protester's proposal are to the PDF pages.

have provided all three required types of security: “armed personal protective; armed guard; and team-based emergency response services.”<sup>3</sup> *Id.* at 3.

DOS found that CGS’s proposal did not demonstrate the mandatory minimum requirement for experience with armed personal protective services. AR, Tab 4, CGS Evaluation at 2-3. The agency noted that the three contracts performed in Pakistan satisfied the requirements for armed guard and team-based emergency response services, but determined that “the offeror did not provide any support for their claim that they have provided armed personal protective services.” *Id.* at 3. The agency found that “[n]one of the [contract performance assessment report] material[s] provided or referenced makes assertion that the offeror has provided armed personal protective services that are akin to bodyguard and movement protection of identified individuals.” *Id.* at 4.

CGS argues the DOS’s evaluation was unreasonable because the SOW does not define “armed personal protective services” as being “akin to bodyguard and movement protection of identified individuals,” or otherwise define the term “bodyguard” services. For these reasons, the protester argues that bodyguard services are not part of the SOW requirements, and that the agency therefore unreasonably found that its proposal was unacceptable based on the lack of bodyguard experience. Comments at 6, 8.

DOS acknowledges that the SOW does not specifically identify bodyguard services. Memorandum of Law (MOL) at 7. The agency contends, however, that the solicitation, when read as a whole, makes clear that personal protective services “are ‘bodyguard’ type services.” *Id.*; COS at 15. For this reason, the agency states that its evaluation reasonably found that the phase one criteria required offerors to demonstrate experience with bodyguard and movement protection of identified individuals. MOL at 11.

DOS first notes that the SOW distinguishes between armed guard and protective services. The subject of personal protective services is “principals,” i.e., individuals, and is defined as follows:

The Contractor shall:

- A. Provide protective services (PRS) for the personal protection and movement of DS/RSO-designated principals, which includes mission

---

<sup>3</sup> In addition to the three contracts identified in the matrix, the protester’s narrative explanation of the matrix also addressed additional contracts including an “Armed Roving Patrol & Mobile Patrol Security Guard Services” contract for the Department of the Navy in El Salvador, with a performance period of January 2019 to June 2024. AR, Tab 3a, CGS Technical Proposal at 12-13. Although CGS discusses this contract in its protest, it acknowledges that the contract concerning performance in El Salvador was not submitted for the purpose of satisfying the minimum matrix requirement. Protester’s Response to GAO Questions, Nov. 23, 2020, at 1-2.

preparation (e.g., mission planning, route and site surveys, pre-mission briefings, etc.), venue protection, mission review, documentation, and any other mission essential tasks directed by DS/[regional security officer (RSO)].

B. Prevent adverse events from occurring to the principal(s), and failing that, minimize the resulting consequences and recover from any effects.

C. Provide a quick response force (QRF) to supply enhanced support for protective movements, which includes route reconnaissance, advances, tactical support, armed rapid response, tactical medical evacuation, and other mission essential tasks directed by DS/RSO. . . .

SOW at 15.

In contrast, the SOW explains that the subject of guard services is “the security of U.S. Government-owned/leased/controlled facilities, buildings, property, and areas as well as all U.S. Government employees and their eligible accompanying household members and other DS/RSO-designated persons.” *Id.* at 16. The agency states that guard services are therefore focused on buildings and facilities and the property and individuals within them, rather than solely on the protection and movement of individuals. MOL at 9.

Next, the agency notes that the acronyms, abbreviations, and definitions attachment to the RFP states that “[t]he term ‘protective security experience’ means having armed [personnel] in a protective role (e.g., bodyguard, armed security, armed convoy, or motorcade protection experience[]).” RFP, attach. 11, Acronyms, Abbreviations, and Definitions at 11. Similarly, the solicitation’s personnel qualifications attachment to the RFP defines “protective security experience” as: “a personal bodyguard, a designated security member of convoy or movement operations, or security services experience.” RFP attach. 1, Personnel Qualifications at 9. The personnel qualifications attachment further states that “[t]o be considered applicable, experience must specifically be attributable to actively performing any of the above roles while carrying a firearm.” *Id.* Based on the definitions in the SOW, the abbreviations attachment to the RFP, and the definitions in the personnel requirements attachment, the agency contends that personal protective services is consistent with the term “bodyguard.”

The agency does not cite a specific definition of the term bodyguard separate and apart from the definitions discussed above, *i.e.*, protective services and protective security experience. A common dictionary definition of “bodyguard” is “a usually armed attendant or group of attendants whose duty is to protect a person.” Merriam-Webster.com Dictionary, [www.merriam-webster.com/dictionary/bodyguard](http://www.merriam-webster.com/dictionary/bodyguard) (last visited Nov. 23, 2020). This dictionary definition is consistent with the SOW to the extent that protective services is expressly defined as “personal protection and movement of DS/RSO-designated principals.” SOW at 15. As discussed above, the agency states that personal protective services are distinct from guard services, with the former

focused on the protection of individuals, and the latter focused on locations and facilities, including the property and individuals found there. See *id.* at 15-16.

We agree with DOS that, when read as a whole, the RFP is reasonably understood to mean that “personal protective services” are “akin to bodyguard and movement protection of identified individuals.” The agency’s evaluation, in effect, used the term “bodyguard and movement protection of identified individuals” synonymously with the RFP’s requirement to demonstrate experience with personal protective services. See AR, Tab 4, CGS Evaluation, at 4. The record does not show, as the protester contends, that the use of the term “bodyguard and movement protection of identified individuals” constitutes criteria above and beyond the SOW definition of personal protective services.

CGS also argues that DOS’s interpretation of the RFP is unreasonable because the definitions for protective security experience, and the personnel requirements for protective security positions, use disjunctive language: “bodyguard, armed security, armed convoy, or motorcade protection experience,” and “a personal bodyguard, a designated security member of convoy or movement operations, or security services experience.” Comments at 5-6 (citing RFP, attach. 11, Acronyms, Abbreviations, and Definitions at 11; *id.* attach. 1, Personnel Qualifications at 9). For this reason, the protester contends that bodyguard services is only one of the types of work that qualifies, rather than the only type. The protester argues, therefore, that the agency could not properly view providing bodyguard services as a minimum requirement. *Id.* at 6.

Although the protester is correct that bodyguard services is only one of the examples of protective security experience, the agency’s evaluation of the protester’s proposal found that it failed to demonstrate “bodyguard *and* movement protection of identified individuals.” AR, Tab 4, CGS Evaluation, at 3-4 (emphasis added). We think that the term “bodyguard and movement protection of identified individuals” reasonably encompasses all types of experience identified in the sections of the RFP cited by the agency, *i.e.*, “bodyguard, armed security, armed convoy, or motorcade protection experience,” RFP, attach. 11, Acronyms, Abbreviations, and Definitions at 11, as well as “a personal bodyguard, a designated security member of convoy or movement operations, or security services experience,” RFP attach 1, Personnel Qualifications at 9. For this reason, we find no basis to conclude that the agency’s evaluation was unreasonable.

In sum, we find that the agency’s characterization of armed personal protective services as bodyguard and movement protection of individuals is consistent with the terms of the solicitation and is not an unstated evaluation criterion.<sup>4</sup> We therefore find no basis to sustain the protest.

---

<sup>4</sup> CGS also argues that DOS’s interpretation of the phase one minimum experience requirements is unreasonable because the requirement to provide bodyguard services

## Evaluation of CGS's Proposal

Next, CGS argues that even if DOS's interpretation of the phase one minimum requirements was reasonable, the protester's proposal nonetheless satisfied those requirements. Protest at 9-10; Comments at 13-20. We find no basis to sustain the protest.

CGS argues that the three contracts performed for DOS in Pakistan identified in its proposal demonstrated that the protester satisfied the minimum experience requirements. For these contracts, the protester's proposal stated the following to demonstrate experience in armed personal protective services:

[Local Guard Force (LGF)] Services for the U.S. Mission in Pakistan:  
Continuity provides armed Personal Protective Services (PRS) for the personal protection and movement of DS/RSO-designated principals at U.S. Mission locations in Pakistan. These services include mission preparation (e.g., mission planning, route and site surveys, pre-mission briefings, etc.), venue protection, mission review, documentation and other mission essential tasks as directed by the DS/RSO. In addition, our LGF Mobile Patrol response teams conduct primary, secondary and emergency routings for their assigned services.

AR, Tab 3a, CGS Proposal at 8.

DOS found that the work described for these contracts in the protester's proposal "did not provide any support for their claim that they have provided armed personal protective services." AR, Tab 4, CGS Evaluation at 3. The agency explained that the contracts did not satisfy the requirements because they were focused on protection of locations, rather than individuals:

While mobile patrol and general venue security services are protective in nature, that protection is tied to securing a specific venue and providing general protection for personnel and property in that space. This is a completely different requirement and skillset than providing personal protection, which is tied to an individual being protected regardless of the

---

is unduly restrictive of competition. Protest at 11-13. For the reasons discussed above, we find that the agency's interpretation of the plain language of the solicitation is reasonable. To the extent the protester argues that this otherwise reasonable interpretation is unduly restrictive of competition, we dismiss it as untimely because it is a challenge to the terms of the solicitation filed after the closing date. 4 C.F.R. § 21.2(a)(1) (protests based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals must be filed before that time); see *Dominion Aviation, Inc.--Recon.*, B-275419.4, Feb. 24, 1998, 98-1 CPD ¶ 62 at 3.

location. Therefore, static armed guard services, and the protection they provide, are differentiated from personal protective services as outlined as a requirement to meet the Mandatory Minimum Requirements.

*Id.*

The agency “requested and received copies of the cited contracts [in CGS’s proposal], including the performance work statements from the Contracting Officer.” *Id.* at 2. Based on this review, the agency found that the protester’s statement in the narrative portion of its proposal that it had provided “personal protection and movement of DS/RSO-designated principals at U.S. Mission locations in Pakistan” to be “unfounded” because it was not within the scope of the contract and because “[m]ovement of principals at these Missions is conducted by other assigned personnel and movement is conducted via post resources, outside of the cited contracts.” *Id.* at 3-4.

CGS argues that its proposal expressly stated that it had provided personal protective services, and that the agency’s evaluation unreasonably disregarded this information. As discussed above, the record shows that the agency considered the information provided, but concluded that it described armed guard services that focused on the protection of specific areas, rather than services that focused on the protection of individuals. AR, Tab 4, CGS Evaluation at 3-4. We find that the protester’s disagreement with the agency’s judgment does not show that the evaluation was unreasonable. See *Vectrus Sys. Corp., supra*.

CGS also argues that the agency unreasonably assumed that a contract awarded for guard services by definition could not satisfy the requirement for armed personal protective services. Comments at 16-20. The protester is correct that the RFP stated that a single contract could address the requirement to demonstrate experience for “armed personal protective, armed guard and team-based emergency response security guards.” See RFP § M at 4. For this reason, we agree with the protester that the characterization of a contract as being for guard services did not prohibit or preclude a finding that the contract involved work that met the requirement for armed personal protective services.

The record, however, shows that the agency’s evaluation of the protester’s proposal did not rely solely on an assumption that a guard services contract cannot also involve personal protective services work. Instead, as discussed above, the agency found that the work described in the protester’s proposal for the Pakistan contracts involved guard services at specific locations with protection for personnel and property at those locations, rather than personal protective services, “which is tied to an individual being protected regardless of the location.” AR, Tab 4, CGS Evaluation at 3. For these reasons, we find that the protester’s disagreement with the agency’s judgment does not show that the evaluation was unreasonable. See *Vectrus Sys. Corp., supra*.

In sum, we conclude that DOS reasonably interpreted the solicitation’s phase one requirements, and that the agency reasonably found that the protester’s proposal did

not satisfy the mandatory minimum requirements for experience providing personal protective services. We therefore find no basis to sustain the protest.

The protest is denied.

Thomas H. Armstrong  
General Counsel