



## Decision

**Matter of:** National Vanguard Consortium, LLC

**File:** B-423260

**Date:** March 19, 2025

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David Humble, for the protester.

Lauren LaMontagne, Esq., Matthew Lane, Esq., and Ekta Patel, Esq., Department of Homeland Security, for the agency.

Emily R. O'Hara, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest challenging evaluation of protester's technical approach is denied where the evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging agency's failure to conduct discussions is denied where the solicitation advised offerors that agency intended to make award without discussions and agency did not conduct discussions.
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### DECISION

National Vanguard Consortium, LLC (NVC), a small business of Liberty Hill, Texas, protests the award of a contract to Strategic Security Corporation, a small business of Smithtown, New York, under request for proposals (RFP) No. 70FBR425R00000020, issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA), for armed security guard services. The protester argues that the agency unreasonably evaluated NVC's proposal, failed to conduct discussions with NVC, and made an improper source selection decision.

We deny the protest.

### BACKGROUND

The agency issued the solicitation as a small business set-aside on December 3, 2024, using the procedures set forth in Federal Acquisition Regulation (FAR) parts 12 and 15.

Agency Report (AR), Tab B, RFP at 1.<sup>1</sup> The RFP sought armed guard services at various FEMA sites and facilities in locations throughout North Carolina related to support of a major disaster declaration. *Id.* at 2-3. The agency required armed security guard services to safeguard federal employees, visitors, and property at temporary and fixed facilities. *Id.* at 3. The solicitation contemplated the award of a labor-hour contract for a 3-month base period with two 3-month options. *Id.*

The RFP provided that award would be made on a best-value tradeoff basis, considering the following factors: availability, management approach, past performance, and price.<sup>2</sup> *Id.* at 80. The solicitation stated that the agency reserved the right to make award to the other than lowest-priced or highest technically rated offeror. *Id.* at 81. Additionally, the solicitation noted that a rating of “unsatisfactory” or “low confidence” in any factor “will render the entire proposal technically unacceptable and, therefore, not eligible for award.” *Id.* at 80.

The agency received 11 proposals, including proposals submitted by NVC and Strategic Security, by the solicitation’s December 14 deadline. AR, Tab G, Award Decision at 1. The technical evaluation team (TET) reviewed proposals after pricing information was redacted.<sup>3</sup> *Id.* The TET evaluated the protester’s proposal and determined that it had “low confidence” in the protester’s approach under the availability evaluation factor. AR, Tab F, TET Consensus Report at 1-2. The contracting officer independently reviewed the TET’s evaluation and fully concurred with its findings. AR, Tab G, Award Determination at 5, 10. Because NVC received a “low confidence” rating for the availability factor, FEMA found NVC’s proposal technically unacceptable and ineligible for award. Contracting Officer’s Statement (COS) at 6.

The agency found all proposals, except for Strategic Security’s proposal, to be technically unacceptable. *Id.* The agency awarded the contract to Strategic Security on January 1, 2025, for a total value of \$7,524,727, after determining that its price was fair

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<sup>1</sup> Unless otherwise noted, citations to the record are to the pages in the Adobe PDF documents.

<sup>2</sup> The agency rated the availability factor on a confidence scale of “high confidence,” “some confidence,” and “low confidence.” RFP at 81. The management approach factor was rated as “exceptional,” “satisfactory,” or “unsatisfactory.” *Id.* at 82. The agency rated past performance as “exceptional,” “satisfactory,” “unsatisfactory,” or “neutral.” *Id.* at 83.

<sup>3</sup> The protester elected to proceed with its protest without counsel, and our Office did not issue a protective order for this protest. As such, our discussion of some aspects of the agency’s evaluation is, necessarily, general in nature to avoid reference to non-public information.

and reasonable. COS at 8. The agency notified NVC of the award decision on January 2. The protester filed its protest with our Office on January 3.<sup>4</sup>

## DISCUSSION

The protester argues that FEMA unreasonably evaluated NVC's proposal, failed to conduct meaningful discussions, and made an improper source selection decision.<sup>5</sup> Protest at 2-3. The agency responds that its evaluation of proposals and source selection decision were reasonable. Memorandum of Law (MOL) at 6-17, 21-22. We have reviewed all of NVC's allegations, and we find no basis to sustain the protest.<sup>6</sup>

### Technical Proposal

The solicitation required a minimum of 75 armed security guards in accordance with the statement of work (SOW). RFP at 3. Under the availability factor, the agency would evaluate proposals based on their capability to meet the requirements in the turnaround time requested. *Id.* at 81. The SOW further required that offerors "provide a detailed transition plan with their proposal," which needed to address, as relevant, "weapons

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<sup>4</sup> On January 10, 2025, FEMA notified our Office that the Head of the Contracting Activity had authorized an override of the stay required by the Competition in Contracting Act (CICA), based on urgent and compelling circumstances. Electronic Protest Docketing System No. 7, Notice of CICA Stay Override.

<sup>5</sup> The protester also "questions whether FEMA applied the same compliance standards" to the awardee and hypothesizes that "[i]f Strategic Security Corp. failed to include the same documentation FEMA deemed mandatory for NVC, this constitutes unequal treatment." Protest at 2. The agency requested our Office dismiss the allegation as speculative. 2nd Req. for Dismissal at 6. Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *SNAP, Inc.*, B-409609, B-409609.3, June 20, 2014, 2014 CPD ¶ 187 at 4. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation that establishes the likelihood that the protester will prevail in its claim of improper agency action. *Id.* Other than this conclusory allegation, the protester provides no information to support its bald assertion that FEMA treated offerors disparately. *Id.* As such, we dismissed this unsupported speculation as failing to state a valid basis of protest. Ruling on Req. for Dismissal at 2 (citing *Amaze Techs., LLC*, B-419141 *et al.*, Dec. 22, 2020, 2021 CPD ¶ 9 at 4 n.6); 4 C.F.R. § 21.5(f).

<sup>6</sup> For example, NVC complains that FEMA failed to give NVC an adequate debriefing. Protest at 3; Comments at 4. The adequacy of a debriefing is not an issue that our Office will consider because the conduct of a debriefing is a procedural matter that does not involve the validity of an award. *InGenesis, Inc.*, B-412967.3, B-412967.4, Sept. 26, 2017, 2017 CPD ¶ 336 at 3 n.3. As such, we do not consider this allegation further.

inventory and employee assignment.” AR, Tab C, SOW at 20. Under section 7.2. of the SOW, regarding firearms and ammunition, offerors were instructed to provide a master weapons list, indicating the type, brand, caliber, and serial number of “all weapons.” *Id.* at 22. The SOW also required each guard to carry their own assigned weapon, and the sharing of weapons was prohibited. *Id.* at 23.

The agency found the protester’s proposal to be technically unacceptable after rating NVC’s proposal as “low confidence” under the availability evaluation factor. AR, Tab G, Award Decision at 5. Specifically, FEMA found that because NVC did not provide a valid master list of weapons, as required by the solicitation, the agency was not confident that the protester would be able to successfully perform the contract within the requested timeframe. *Id.* at 6; MOL at 14.

The protester argues that NVC complied with the solicitation requirement when the firm listed “an initial inventory of firearms, with a documented capability to expand as necessary.” Comments at 2; *see also* Protest at 2. According to NVC, the solicitation did not require a fixed list of weapons at the proposal stage, but rather, a commitment to provide the weapons on demand. *Id.* We disagree.

In reviewing protests challenging the evaluation of an offeror’s proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency’s judgment was reasonable, and in accordance with solicitation criteria and applicable procurement statutes and regulations. *Probity, Inc.*, B-420210, Dec. 21, 2021, 2023 CPD ¶ 38 at 3. A protester’s disagreement with the agency’s evaluation, without more, does not establish that the agency acted unreasonably. *MIG Constr. Partners*, B-419818.4, B-419818.9, May 24, 2022, 2022 CPD ¶ 120 at 5.

Here, the solicitation required an offeror to provide a detailed transition plan with their proposal that included weapons inventory for all weapons proposed. AR, Tab C, SOW at 20 (“The Contractor shall provide a detailed transition plan with their proposal. . . . The Plan shall address . . . Weapons Inventory.”); AR, Tab C, SOW at 22 (“A Master Weapons List – stating type, brand, caliber, serial number must be provided with the Proposal of *all weapons*.”) (emphasis added). The record reflects that NVC’s proposal asserted it “has the capability to deploy up to 100 fully certified” security guards within 48 hours to meet the agency’s needs and indicated that a “master authorization list” with “complete inventory of firearms, including manufacturer, model and serial numbers” was included with its proposal. Protest, exh. 2, Protester’s Proposal at 1, 5 (emphasis omitted). A review of NVC’s master authorization list, however, reveals the firm only provided information for 10 firearms, assigned to 10 individuals. *Id.* at 18.

When assessing NVC’s capability under the availability factor, the evaluators, among other things, were concerned that NVC’s master list had only 10 officers and weapons. See AR, Tab F, TET Consensus Report at 1; *see also* Protest, exh. 2, Protester’s Proposal at 18; 2nd Req. for Dismissal at 3. Because there was no “clear and concise understanding on how the offeror will supply all the weapons and equipment and guards as required in the RFP,” the agency had low confidence that NVC understood the

requirement and could successfully perform the contract without government intervention. AR, Tab F, TET Consensus Report at 2. As the agency explains, the ten weapons identified on NVC's list would not equip up to 100 guards within 48 hours as NVC proposed, which, according to the agency, was a major concern, given the procurement's short turnaround time. MOL at 7. On this record, we find nothing objectionable with the agency's revaluation and assessment of a "low confidence" rating to NVC's proposal under the availability factor, and the allegation is denied.<sup>7</sup> *Electronic On-Ramp, Inc.*, B-410431.3, Dec. 15, 2014, 2015 CPD ¶ 8 at 4 (finding no basis to question agency's findings where protester omitted information required by the solicitation).

## Discussions

The protester also argues that the agency failed to "engage in discussions to address alleged deficiencies in NVC's proposal." Protest at 3. The RFP, however, advised that "[u]pon receipt and evaluation of proposals the Government intends to make an award without further discussion." RFP at 81. Where, as here, a solicitation advises offerors that the agency intends to make award based on initial proposals, the agency is not required to engage in discussions to afford a protester the opportunity to cure one or more deficiencies in its proposal; rather, it is the protester's affirmative obligation to demonstrate the merits of its proposal. *Burchick Constr. Co., Inc.*, B-417310.3, Jan. 27, 2020, 2020 CPD ¶ 60 at 3 n.1. Here, the record reflects--and FEMA confirms--no discussions were held with any offeror. COS at 6. The agency, therefore, was under no obligation to afford NVC an opportunity to remedy the shortcomings in its proposal.

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<sup>7</sup> The record reflects FEMA's assignment of a "low confidence" rating under the availability factor was also informed, in part, by NVC's failure to provide valid proof of insurance and licensing with its proposal. AR, Tab G, Award Decision at 5-6. Relevant here, the SOW required offerors to "provide a detailed transition plan with their proposal," and that transition plan should "include at a minimum all preliminary licensing and certifications required to initiate performance." AR, Tab C, SOW at 20. The protester argues that it did submit required licenses and certifications with its proposal. Protest at 2.

The agency responds that although NVC included proof of liability insurance and a North Carolina business license, those documents were not in the name of NVC or its proposed subcontractor. MOL at 11; see Protest, exh. 2, Protester's Proposal at 16-17. Our review confirms that--other than in NVC's comments to the agency report--nothing in the protester's proposal identifies or explains the relationship between NVC and the entities named on the business license and proof of insurance. See Protest, exh. 2, Protester's Proposal; Comments at 2. It is an offeror's responsibility to submit a well-written proposal, and agencies are not required to infer information that the protester elected to omit. *MIG Constr. Partners, supra* at 7. Accordingly, we find nothing unreasonable with the agency's assessment of low confidence, given that the relationship between the protester and the firms on the required license and certification were not disclosed in the protester's proposal.

*Addvetco, Inc.*, B-412702, B-412702.2, May 3, 2016, 2016 CPD ¶ 112 at 8. As such, we find no merit to this allegation.

#### Source Selection Decision

Lastly, the protester asserts, because it offered a lower price than the awardee, the agency should have selected NVC for award, and FEMA's failure to do so, "deprived taxpayers of substantial cost savings." Protest at 3. Relevant here, the solicitation warned that a rating of "low confidence" or "unsatisfactory" in any of the non-price factors would render the entire proposal technically unacceptable and, therefore, ineligible for award. RFP at 80.

As discussed above, the protester's proposal was reasonably assigned a "low confidence" rating under the availability evaluation factor. AR, Tab G, Award Decision at 2, 5. Consistent with the solicitation, FEMA found NVC's proposal to be technically unacceptable and ineligible for award. COS at 6. The price associated with a technically unacceptable proposal is not a proper basis for performing a cost-technical tradeoff, since a technically unacceptable proposal is not eligible for award. *Brickwood Contractors, Inc.*, B-290305, July 8, 2002, 2002 CPD ¶ 129 at 4 n.7. As such, we do not find it unreasonable that the agency did not perform a tradeoff between Strategic Security and NVC's proposals.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel