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# Decision

**Matter of:** Safeguard Base Operations, LLC

**File:** B-415588.6; B-415588.7

**Date:** December 14, 2018

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Richard W. Arnholt, Esq., Todd R. Overman, Esq., and Sylvia Yi, Esq., Bass, Berry & Sims, PLC, for B&O Joint Venture, LLC, the intervenor.

James C. Caine, Esq., Department of Homeland Security, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest that agency improperly rejected protester's proposal because it failed to comply with solicitation requirements is denied where the record shows that the protester did not submit a complete price schedule as required by the evaluation criteria.

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## DECISION

Safeguard Base Operations, LLC,<sup>1</sup> of Stockbridge, Georgia, protests the award of a contract to B&O Joint Venture, LLC, of Dallas, Texas, under request for proposals (RFP) No. HSFLGL-17-R-00001, issued by the Department of Homeland Security, Federal Law Enforcement Training Center, for dormitory management services. The protester alleges that the agency unreasonably rejected its proposal as ineligible for award because it failed to comply with the solicitation's requirements for the price volume.

We deny the protest.

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<sup>1</sup> The protester is a joint venture between Safeguard Security Solutions, LLC, and SRM Group, Inc., the incumbent contractor. Protest at 2-3.

## BACKGROUND

The RFP, issued on October 11, 2017 as a competitive set-aside under the Small Business Administration's section 8(a) program, contemplated the award of a fixed-price contract for dormitory management services at the Federal Law Enforcement Training Centers located in Glynco, Georgia, to be performed over a one-month base period and seven 1-year option periods. RFP at 32; Agency Report (AR), Tab 9, Source Selection Decision Document (SSDD) at 1 (unpaginated). Award would be made on a best-value tradeoff basis considering management and technical approach, hazardous and waste management plan, past performance, and price factors. RFP at 196.

Seven offerors submitted proposals, including Safeguard and B&O. Contracting Officer's Statement of Facts (COS) at 3. The agency rejected Safeguard's proposal as noncompliant with the solicitation requirements because its price proposal was incomplete. AR, Tab 9, SSDD at 6 (unpaginated). Specifically, the agency noted that Safeguard's price schedule did not include government-provided amounts for the service work request contract-line-item-numbers (CLINs). Id. After the agency made award to B&O at a price of \$77,734,857 and notified Safeguard that its proposal was unsuccessful, Safeguard filed the instant protest with our Office.

## DISCUSSION

Safeguard alleges that the agency unreasonably found its proposal to be noncompliant with the solicitation requirements because the solicitation did not advise that price proposals would be rejected for failing to include government-provided amounts for the reimbursable CLINs. Protester's Comments at 4. When reviewing a protest challenging the rejection of a proposal, we examine the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation criteria and applicable statutes and regulations. Distributed Solutions, Inc., B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 4. Where a proposal omits required information, the offeror runs the risk that its proposal will be rejected. Id.

As originally issued, the price schedule (i.e., Schedule B) set forth two reimbursable CLINs for service work requests and equipment replacement. RFP at 4-5. Offerors were advised not to submit pricing information for these items. Id. Instead, the solicitation referenced a government-provided "not-to-exceed" amount and seemingly required offerors to include that amount on their price schedules; however, in an apparent error, the solicitation did not provide any amounts for these CLINs. Id.

The agency issued an amended solicitation containing a list of questions and answers. One of the questions inquired as to whether the agency would provide the "not-to-exceed" amounts for the reimbursable CLINs. RFP, amend. 3 at Question 9. In response, the agency provided a table with amounts for each of the CLINs, and directed offerors to include those amounts on their price schedules. Id. Safeguard's price proposal shows that it omitted the government-provided amounts from its price

schedule, and left these CLINs completely blank. AR, Tab 13, Safeguard Price Proposal at 3 (unpaginated).

As noted above, Safeguard asserts that the solicitation did not provide that a proposal could be rejected for not including the reimbursable CLINs, and therefore the agency's actions were unreasonable. While we agree with the protester that the omitted price information is relatively trivial, we consider the source of the controversy to be Safeguard's failure to review the amendment thoroughly, as opposed to any conduct attributable to the agency. Indeed, if Safeguard had reviewed the amendment, then it would have recognized that offerors were to include the government-provided amounts on their price schedule and thus its price proposal would not have been an issue. Thus, Safeguard effectively asks that we find that the agency should excuse the protester's own failure to follow explicit proposal preparation instructions.

We decline to do so here because the solicitation's evaluation criteria specifically allowed the agency to reject proposals on this basis. The evaluation criteria advised that offerors' prices would be evaluated to determine whether the offered prices were "fair and reasonable, complete, balanced and/or realistic." RFP at 201 (emphasis added). The fact that the evaluation criteria advised that prices would be evaluated for completeness is critical because that section defined a complete price as one that was "in compliance with the Price Volume instructions in the solicitation." Id. In this way, the evaluation criteria provided that proposals would be evaluated based on their compliance with the proposal preparation instructions.

Further, the preparation instructions advise that proposals must include a "completed Schedule B." RFP at 195. This instruction is significant because it means that the evaluation would factor in whether offerors had submitted complete price schedules and could reject proposals as noncompliant on this basis. As a final step in this analysis, we highlight that the agency amended the solicitation to require offerors to include the government-provided amounts for the reimbursable CLINs on their price schedules. Thus, the terms of the solicitation show that the evaluation criteria contemplated a compliance check whereby the agency could reject a proposal as noncompliant when the price schedule did not include the government-provided amounts for the reimbursable CLINs. In view of the fact that Safeguard did not include the government-provided amounts on its price schedule, we find that the agency reasonably evaluated its proposal as noncompliant. See Optimal Solutions & Techs., B-310213.2, Sept. 21, 2007, 2007 CPD ¶ 172 at 3 (agency reasonably found proposal to be noncompliant when the protester did not prepare its proposal in accordance with the preparation instructions and the evaluation criteria provided that the agency would evaluate proposals based on such compliance); accord McCann-Erickson USA, Inc., B-414787, Sept. 18, 2017, 2017 CPD ¶ 300 at 4 (agency may conduct a compliance

check with proposal preparation instructions when the evaluation criteria provides that proposals will be evaluated on that basis). Accordingly, we deny this protest allegation.<sup>2</sup>

In addition, Safeguard alleges that the agency unequally evaluated its and the awardee's price proposals by failing to evaluate the awardee's proposal as noncompliant, and also that the agency unreasonably adjusted the awardee's bottom-line price. Protest at 8; Supp. Protest at 7-9. We dismiss these protest allegations as abandoned. Where, as here, an agency provides a detailed response to a protester's assertion and the protester fails to rebut the agency's argument in its comments, the protester fails to provide us with a basis to conclude that the agency's position with respect to the issue in question is unreasonable, and as a result, the protester abandons that assertion. Medical Staffing Solutions USA, B-415571, B-415571.2, 2017 CPD ¶ 384 at 3. Safeguard has abandoned the first allegation because the agency responded in its report that the awardee did not omit the government-provided amounts from its price schedule and the protester did not provide any rebuttal to the agency's response in its comments. See Memorandum of Law at 9. Safeguard also abandoned its second allegation because the agency explained in its report that the awarded price was lower than B&O's evaluated price because the length of the contract base period was shortened as a result of Safeguard's multiple protests, and Safeguard did not respond to the agency's position in its comments. See COS at 7. Accordingly, we dismiss these allegations.

Finally, the protester has alleged that the agency unreasonably made its source selection decision because its evaluation of the protester's price proposal was flawed. Protest at 10. This allegation is derivative of the protester's challenge to the agency's evaluation of its price proposal. Thus, we dismiss this allegation because derivative allegations do not establish independent bases of protest. Technology and Telecomms. Consultants, Inc., B-415029, Oct. 16, 2017, 2017 CPD ¶ 320 at 6.

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>2</sup> In its comments, the protester asserts that the agency improperly failed to implement proposed corrective action (i.e., reevaluate proposals) resulting from an earlier protest because it did not reevaluate the protester's technical proposal. Protester's Comments at 8. We deny that allegation because it is plainly inconsistent with the record. The solicitation provided for both a price and technical evaluation. Here, the agency evaluated the protester's price as noncompliant and rejected it on that basis. Thus, the agency was not required to conduct a technical evaluation because any evaluation in that regard would have been meaningless. Accordingly, we do not find that the agency failed to implement corrective action because the record shows that the agency evaluated the protester's price as incomplete and therefore noncompliant.