



## Decision

**Matter of:** The NORDAM Group, LLC

**File:** B-424390

**Date:** July 7, 2026

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Doug Brown, for the protester.

Kayleigh M. Scalzo, Esq., Jason A. Carey, Esq., and J. Hunter Bennett, Esq., Covington & Burling LLP, for Vertex Modernization and Sustainment LLC, the intervenor.

Sherine N. Bediako, Esq., Department of the Navy, for the agency.

Heather Self, 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 agency's decision to award a single indefinite-delivery, indefinite-quantity contract, rather than make multiple awards, is dismissed as an untimely challenge to the solicitation's terms, which stated the agency intended to make multiple awards but also expressly reserved the right to make a single award.
  2. Protest contention that discussions were not meaningful is denied where record reflects the agency informed the protester of the specific issue identified as a deficiency in its proposal, and the protester's failure to correct the issue was due to no fault of the agency; agency also reasonably refused to consider protester's attempt to correct the deficiency with a late proposal revision.
  3. Protest taking issue with agency's evaluation of the awardee's proposal under solicitation's small business participation factor is denied where the record reflects the evaluation was reasonable and consistent with the solicitation.
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### DECISION

The NORDAM Group, LLC (NORDAM), of Tulsa, Oklahoma, protests the award of an indefinite-delivery, indefinite-delivery (IDIQ) contract to Vertex Modernization and Sustainment LLC (Vertex), of Indianapolis, Indiana, under request for proposals (RFP) No. N00383-25-R-001D, issued by the Department of the Navy, Naval Supply Systems Command for repair and modification of SUU-79 pylons used on various naval aircraft. The protester challenges the agency's: (1) decision to award a single IDIQ contract rather than make multiple awards; (2) conduct of discussions; and (3) evaluation of proposals under the RFP's small business participation factor.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on February 24, 2025, using the procedures of Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 1, RFP at 2.<sup>1</sup> The solicitation contemplated issuance of one or more 3-year IDIQ contracts for repair and modification of SUU-79 pylons used on the F/A-18E/F and EA-18G aircrafts. *Id.* at 5-6, 11, 14. With respect to the number of awards to be made, the solicitation stated variously that: “The Government may elect to award a single delivery order contract or to award multiple delivery order contracts”; “This RFP is for the issuance of a three (3) year IDIQ. Multiple IDIQs may be issued as a result of this solicitation”; and “The Government intends to issue multiple IDIQ awards as [a] result of this solicitation, however, the Government reserves the right to make a single IDIQ award.” *Id.* at 5, 11, 68.

The solicitation established award would be made on a best-value tradeoff basis using a two-step evaluation process. RFP at 68. For step one, the agency would determine “whether the offeror is an approved source of repair” for SUU-79 pylons, and any offeror that was not an approved source of repairs would “be rated unacceptable” and eliminated from the competition. *Id.* For step two, the agency would assess proposals under five evaluation factors listed in descending order of importance: (1) repair turnaround time; (2) capacity; (3) price; (4) past performance; and (5) small business participation. *Id.* The non-price factors, when combined, were significantly more important than price. *Id.* If a proposal received “[a] rating less than ‘Acceptable’ in any non-price evaluation factor and/or less than a ‘Satisfactory Confidence’ rating in the Past Performance evaluation factor,” the proposal would be ineligible for award.<sup>2</sup> *Id.*

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<sup>1</sup> The Navy submitted three documents comprising the tabs of the agency’s unredacted report submitted for review by our Office. Electronic Protest Docketing System (Dkt.) Nos. 27, 38, 39. The first document is a single continuously-paginated Adobe PDF including agency report tabs 1-19; our citations to tabs 1-19 use the PDF’s continuous pagination. The second document is a single continuously-paginated PDF including the source selection decision (SSD) and the source selection plan without tab numbers; our citations refer to these documents as tabs 20 and 21, respectively, and use the PDF’s continuous pagination. The third document is a single continuously-paginated PDF including a memorandum addendum to the source selection evaluation board (SSEB) report and the tradeoff analysis report without tab numbers; our citations refer to these documents as tabs 22 and 23, respectively, and use the PDF’s continuous pagination.

<sup>2</sup> For repair turnaround time and capacity, proposals were to be assigned an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. AR, Tab 5, SSEB Report at 108-109. For past performance, proposals were to be assigned a confidence rating of substantial confidence, satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 111. For small business participation, proposals were to be assigned a rating of acceptable or unacceptable. *Id.*; RFP at 69.

The agency received three proposals from “approved sources of repair,” including those submitted by the protester and awardee. AR, Tab 5, SSEB Report at 112. Following evaluation of initial proposals, the Navy conducted two rounds of discussions with all three offerors. *Id.* at 113. The evaluators assessed offerors’ final proposals as follows:

	<b>NORDAM</b>	<b>Vertex</b>	<b>Third Offeror</b>
<b>Repair Turnaround Time</b>	Acceptable	Good	Marginal
<b>Capacity</b>	Acceptable	Outstanding	Marginal
<b>Past Performance</b>	Neutral Confidence	Substantial Confidence	Substantial Confidence
<b>Small Business Participation</b>	Unacceptable	Acceptable	Unacceptable
<b>Price<sup>3</sup></b>	\$37,927,951	\$50,821,834	\$174,346,937

AR, Tab 23, Tradeoff Report at 20. As both NORDAM’s and the third offeror’s proposals received a rating of unacceptable under the small business participation factor, their proposals were considered “unawardable.” *Id.* at 21. The source selection authority concluded that, “[d]espite the original intent to issue multiple award contracts,” the agency had reserved the right to make a single award, and the Navy selected Vertex’s proposal as offering the best value to the agency. AR, Tab 20, SSD at 1, 4-5.

After being notified of the award decision and receiving a debriefing, NORDAM filed this protest with our Office. Combined Contracting Officer’s Statement and Memorandum of Law (COS/MOL) at 3.

## DISCUSSION

The protester takes issue with the agency’s decision to award a single IDIQ contract rather than make multiple awards, a decision which NORDAM alleges will result in excess costs to the government and increased risk from having only a single supplier. Additionally, the protester contends the agency failed to conduct discussions in a meaningful manner resulting in NORDAM being deprived of the opportunity to correct a disqualifying deficiency in its proposal. Finally, the protester argues the agency’s evaluation of proposals under the RFP’s small business participation factor was inconsistent with the solicitation because it failed to assess whether an offeror’s ability to attain its proposed small business goals was realistic.<sup>4</sup> While our decision does not

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<sup>3</sup> Prices are rounded to the nearest dollar.

<sup>4</sup> NORDAM elected to proceed without counsel in this protest. Accordingly, our Office did not issue a protective order, and the Navy provided three versions of its agency report responding to the protest--an unredacted version for review by our Office, a version with redactions specific to the protester for NORDAM to comment on, and a version with redactions specific to the awardee for Vertex to comment on as the intervenor. See Dkt. Nos. 26-27, 32, 38-40. Our citations are to the unredacted version (continued...)

address in detail every argument, or variation thereof, raised by the protester, we have considered them all and none provide a basis to sustain the protest.

### Single Award

The protester challenges the agency's decision to exclude NORDAM's proposal and instead make a single award, which the protester maintains "will result in excess cost to the government of an estimated \$19,205,784.00 (22 [percent]) solely based on a Small Business goal that may not be attainable." Protest at 3. NORDAM contends that "[w]hile the Government reserved the right to make a single award, the solicitation indicates the Government intended to issue multiple or split IDIQ awards." *Id.* The protester argues "[a] single award results in wasteful spending in addition to the increased risk of a single supplier," and that this "excess cost to a significantly higher price supplier indicates a bias to achieve a small business participation that is not in the best interest or best value to the Government." *Id.*

Vertex, as the intervenor, requests that we dismiss the protester's contentions as untimely challenges to the terms of the solicitation. Req. for Dismissal at 6. In support of its request, Vertex points out the solicitation "stated that proposals that did not meet the small business objectives would be considered unacceptable and unawardable." *Id.* (citing RFP at 69). Additionally, Vertex notes "as NORDAM acknowledges, 'the Government reserved the right to make a single award.'" Req. for Dismissal at 6 (citing Protest at 3; RFP at 68). Accordingly, Vertex argues that "[i]f NORDAM believed that the Small Business evaluation should not be a basis for excluding an offeror" or "believed that it was wasteful or risky for the agency to make a single award," it was required to raise these objections prior to the deadline for proposal submission.<sup>5</sup> Req. for Dismissal at 6.

NORDAM responds that it is not challenging "the RFP's reservation of the Government's right to make a single IDIQ award." Resp. to Req. for Dismissal at 5. "Rather, NORDAM's point is that the RFP structure contemplated multiple IDIQs and delivery-order competition, and the Navy's allegedly flawed discussions and evaluation eliminated NORDAM--an otherwise acceptable offeror--leaving only one acceptable offer." *Id.* The protester maintains "the single-award outcome is direct evidence of prejudice and loss of competition--not an untimely solicitation challenge." *Id.* The protester contends "[t]he same is true of price and excess-cost concerns," which are "relevant to prejudice and remedy because the Navy's flawed exclusion allegedly

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(...continued)

of the agency report, but our discussions are necessarily general in nature to avoid reference to non-public information.

<sup>5</sup> The Navy concurred with Vertex's request for dismissal but did not otherwise provide a substantive response to the request. Agency's Resp. to Request for Dismissal.

prevented consideration of an otherwise acceptable, lower-priced offeror and eliminated the possibility of a multiple-award structure that the RFP contemplated.” *Id.*

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Tyonek Eng’g & Agile Mfg., LLC*, B-421547, B-421547.2, May 26, 2023, at 5. Specifically, our timeliness rules require that a protest based upon alleged improprieties that are apparent prior to the closing time for receipt of initial submissions be filed before that time. *Id.*; 4 C.F.R. § 21.2(a)(1).

To the extent that NORDAM’s excess cost concerns and challenge to the award of a single IDIQ can be read as taking issue with the RFP’s requirement for a minimum 15 percent small business participation, the RFP’s provision that proposals rated as unacceptable under the small business participation factor would not be eligible for award, or the RFP’s express reservation of the right to make a single award, we dismiss the challenges as untimely because they were raised after award instead of prior to the due date for receipt of proposals, as required by our regulations.<sup>6</sup> 4 C.F.R. § 21.2(a)(1); *see e.g., Fluor Fed. Servs., Inc.; CDM Fed. Programs Corp., B-420783.3 et al.*, June 1, 2023, at 1, 9 (dismissing as untimely post-award protest challenging establishment of single-award blanket purchase agreement where solicitation specified agency intended to make a single award).

#### Conduct of Discussions

The protester contends the agency failed to conduct discussions in a meaningful manner. As explained below, we find no support in the record for this contention.

#### Additional Background

For the small business participation factor, the solicitation’s “Submission of Proposals” section—*i.e.*, instructions to offerors--required proposals to include a minimum of 15 percent small business participation “in terms of the value of the total acquisition (total contract value).” RFP at 67. Offerors were required to “submit a Small Business Participation Commitment Document (Attachment E)” that “provide[d] goals, expressed as dollars and percentages of total contract value and percentages of total subcontract value for” large business, small businesses, and various subcategories of small businesses. *Id.* at 66. Offerors also were required to use RFP attachment F, “Quantitative Small Business Participation,” to illustrate the percentage of total contract

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<sup>6</sup> Alternatively, to the extent NORDAM’s excess cost concerns and challenge to the agency’s decision to award a single IDIQ contract rather than making multiple awards are merely an extension of the protester’s challenges to the agency’s conduct of discussions and evaluation and elimination of NORDAM’s proposal, we address those challenges below.

value to be subcontracted to small businesses and various small business subcategories. *Id.* at 66, 76. In addition to including attachments E and F with proposals, offerors were “required to provide substantiating documentation” demonstrating how they would meet their proposed small business goals. *Id.* at 67. Finally, for large businesses, such as NORDAM, the solicitation required submission of a small business subcontracting plan separate from attachments E and F. *Id.*

The solicitation’s instructions advised offerors that the agency would use the information in attachments E and F “to evaluate the extent of offerors’ proposed participation/commitment,” and would “review Offerors’ explanations and supporting documentation for proposed participation to understand the basis for what is proposed. i.e., determine the realism.” RFP at 67. The solicitation’s “Evaluation Criteria and Basis for Award” section established the agency would assess “the offeror’s planned approach for subcontracting with Small Business concerns”, and that “for other than small business concerns,” such as NORDAM, the agency would use “available resources, including the Electronic Subcontracting Reporting System (eSRS), to assess the offeror’s historical subcontracting success in meeting subcontracting goals.” *Id.* at 69. The purpose of this evaluation was “to determine whether the offeror has demonstrated a good faith effort to use the various small business and socioeconomic sectors for the work that it intends to perform as the prime contractor.” *Id.* Finally, the solicitation stated any proposal that received a rating of unacceptable under the small business participation factor would be deemed “not awardable.” *Id.*

The record shows the evaluators assessed NORDAM’s initial proposal with a deficiency because the proposal included less than the required 15 percent small business participation, resulting in an unacceptable rating under the small business participation factor. AR, Tab 4, NORDAM Proposal: Small Business Vol. at 106; Tab 5, SSEB Report at 144, 146. During the first round of discussions, the agency informed NORDAM of this deficiency stating: “The percentage of work proposed to be performed by small businesses [] is less than the required 15 [percent] of the total contract value.” AR, Tab 6, NORDAM 1st Round Discussions Letter at 152. The agency also informed NORDAM of a second deficiency under the small business participation factor, stating: “A small business subcontracting plan was not submitted with the proposal in accordance with Section L10(a) of the subject solicitation.” *Id.* at 153.

In response, NORDAM submitted a subcontracting plan, but did not submit updated attachments E and F. AR, Tab 7, NORDAM 1st Round Proposal Revisions at 155-169. Relevant here, NORDAM’s subcontracting plan expressed the firm’s subcontracting goals as a “Percentage of Total Planned Subcontracting Dollars,” not as a percentage of total contract value as required by the solicitation and as stated in the discussions letter. *Id.* at 157; RFP at 67; AR, Tab 6, NORDAM 1st Round Discussions Letter at 152. NORDAM’s subcontracting plan, however, did provide the total contract value and total dollars proposed to be subcontracted to small businesses, and the evaluators were able to use this information to calculate NORDAM’s small business participation rate as a percentage of total contract value. AR, Tab 5, SSEB Report at 147. The evaluators determined that the correctly calculated small business participation rate for NORDAM

represented “an increase from the original proposal” but still did “not meet the required small business objective” of 15 percent, resulting in NORDAM’s rating of unacceptable remaining unchanged. *Id.*

During the second, and final, round of discussions, the agency informed NORDAM its revised proposal had, again, been assessed one deficiency under the small business participation factor, stating: “The percentage of work proposed to be performed by small business [] is less than the required 15 [percent] of the total proposed contract value.” AR, Tab 8, NORDAM 2nd Round Discussions Letter at 171. The letter further stated:

All responses and/or updates to the offeror’s proposal must be received by the PCO [procuring contracting officer] not later than 27 OCT 2025 at 5:00 PM (EST) [eastern standard time].

Any responses received after the deadline will be considered late in accordance with FAR 52.214-7 and will not be considered or evaluated.

*Id.*

In response, NORDAM submitted a revised subcontracting plan, but again the protester did not submit updated attachments E or F. AR, Tab 9, NORDAM Final Proposal Revisions at 175-181. NORDAM’s revised subcontracting plan purported to show a small business subcontracting goal greater than 15 percent, but it continued to express this goal as a “Percentage of Total Planned Subcontracting Dollars,” rather than as a percentage of the total contract value. *Id.* at 177. As with NORDAM’s first round proposal revisions, the firm’s final subcontracting plan included the total contract value and total dollars proposed to be subcontracted to small businesses, which the agency used to calculate NORDAM’s proposed small business participation as a percentage of total contract value. *Id.* at 177-178; AR, Tab 5, SSEB Report at 147-148. The evaluators calculated that NORDAM’s final proposal revisions represented “an increase from the original proposal and the first round of discussions,” but still did “not meet the required small business objective” of 15 percent. AR, Tab 5, SSEB Report at 148. Accordingly, the evaluators assessed a deficiency in NORDAM’s final proposal for failing to meet the required 15 percent minimum small business participation and assigned it a rating of unacceptable. *Id.*

On January 6, 2026, more than two months after the due date for proposal revisions established in the second, and final, discussions letter, NORDAM emailed the agency that the firm had “revised our strategy and request you include the attached to our bid offering.” AR, Tab 10, Email with attachs. from NORDAM to Navy at 183. The attached documents NORDAM requested to have added to its proposal included a memorandum stating, among other things, that: “NORDAM is not revising the Small Business Plan submitted under Volume II unless requested by the Government. However, NORDAM is confirming enhanced execution commitments that increase total Small Business participation above the 15 percent objective.” *Id.* at 187. The attached documents also

included an updated attachment F “Quantitative Small Business Participation” that reflected an increase from NORDAM’s final proposal in the amount to be subcontracted to small businesses, the updated amount was greater than 15 percent of the total contract value. *Id.* at 188. The agency determined the memo “was not received by the closing date of October 27, 2025, and was therefore not considered in making an award decision.” COS/MOL at 3.

### Meaningfulness of Discussions

The protester argues the agency failed to conduct meaningful discussions because “[w]hile the agency identified Small Business Participation as a concern, it failed to clearly communicate the specific nature of the deficiency or the standard by which compliance would be evaluated.” Protest at 2. Specifically, NORDAM contends the agency “did not meaningfully advise that: The Small Business Participation requirement would be strictly evaluated as a percentage of total contract value.” *Id.* The protester maintains NORDAM “submitted revisions that it reasonably believed addressed the Government’s concerns,” and that Navy’s “failure to provide clear, actionable guidance deprived NORDAM of a meaningful opportunity to correct what was later treated as a dispositive deficiency.” *Id.*

The agency maintains the “two discussions letters were unambiguous,” and that the Navy “could not have been clearer” about “the deficiencies found based on the requirement explicitly stated in the Solicitation.” COS/MOL at 7 n.2. Further, the agency contends, that “[c]ontrary to NORDAM’s arguments, there is no requirement that the discussions be ‘extremely specific’ when the Agency is describing its concerns,” nor did the Navy have an “obligation to spoon-feed NORDAM.” *Id.* at 7.

It is a fundamental principle of negotiated procurements that discussions, when conducted, must be meaningful; that is, discussions must identify deficiencies and significant weaknesses in an offeror’s proposal that could reasonably be addressed so as to materially enhance the offeror’s potential for receiving award. FAR 15.306(d)(3); *Tyonek Eng’g & Agile Mfg., LLC, supra* at 12. There is no requirement, however, that discussions be all encompassing or extremely specific in describing the extent of the agency’s concerns; agencies need only lead offerors into the areas of their proposals that require amplification. *B.L. Harbert Int’l, LLC, B-422122.4, B-422122.5, Jan. 15, 2025, at 10.* The actual content and extent of discussions are matters of judgment primarily for determination by the agency involved, and we generally limit our review of the agency’s judgments to a determination of whether they are reasonable. *Landscape Mgmt. Sys., Inc., B-423523.5, B-423523.6, Jan. 23, 2026, at 15.*

Here, the solicitation required offerors to propose a minimum small business participation amount of 15 percent of the *total contract value*. RFP at 67 (emphasis added). NORDAM acknowledges and “does not challenge the existence of the 15 percent minimum quantitative requirement.” Comments at 1. Both discussions letters issued to NORDAM advised that the firm’s proposal was assessed a deficiency because: “The percentage of work proposed to be performed by small businesses [] is

less than the required 15 [percent] *of the total contract value.*” AR, Tab 6, NORDAM 1st Round Discussions Letter at 152; Tab 8, NORDAM 2nd Round Discussions Letter at 171 (emphasis added). The record shows that while both NORDAM’s first set of proposal revisions and final proposal revisions incrementally increased the firm’s proposed small business participation from what was included in the firm’s initial proposal, neither increase met the required 15 percent threshold resulting in NORDAM’s final proposal continuing to be assessed a deficiency for failing to meet the minimum requirement. AR, Tab 5, SSEB Report at 147-148; Tab 7, NORDAM 1st Round Proposal Revisions at 157-158; Tab 9, NORDAM Final Proposal Revisions at 177-178.

NORDAM claims its final proposal revision increased its small business participation “to 21 percent of planned *subcontracting dollars*,” in “a good-faith but misdirected response to discussions that identified the percentage problem but remained silent on the precise proposal vehicle and metric necessary to avoid exclusion from the competition.” Comments at 7. The protester’s assertion--that the “precise . . . metric necessary” was not disclosed--finds no support in the evaluative record. *Id.* In this regard, both discussions letters clearly stated the required small business participation minimum was calculated as a percentage of “*total contract value*”. AR, Tab 6, NORDAM 1st Round Discussions Letter at 152; Tab 8, NORDAM 2nd Round Discussions Letter at 171 (emphasis added); *see also* RFP at 67.

The protester further contends discussions were not meaningful because “the Agency never told NORDAM that its repeated [] subcontracting-plan revisions--including NORDAM’s attempt to increase Small Business participation to [] percent of planned *subcontracting dollars*--would not preserve eligibility unless NORDAM revised the evaluated [attachment E]/Attachment F total-contract-value submission itself.” Comments at 2 (emphasis added). The protester insists that “[a]t no point did the Agency tell NORDAM that failure to revise the evaluated [attachment E]/Attachment F submission above the 15 percent threshold would render the proposal ineligible for award” or “that the operative cure mechanism was revision of the [Attachment E]/Attachment F total-contract-value submission rather than continued [] subcontracting-plan revisions.” *Id.* at 2, 7-8.

Contrary to NORDAM’s insistence, “the operative cure mechanism” was *not* revision of attachments E and F. Comments at 7. Instead, the record shows that while the evaluators noted NORDAM did not submit revised attachments E and F with its final proposal, they overlooked this issue by using the information provided in the firm’s subcontracting plan to calculate the amount of small business participation proposed as a percentage of *total contract value*. AR, Tab 5, SSEB Report at 147-148. The evaluators then assessed a deficiency in--and assigned a rating of unacceptable to--NORDAM’s final proposal not because the protester failed to update attachments E and F, but because the firm failed to propose the required minimum 15 percent small business participation as a percentage of *total contract value*. *Id.* at 148. Instead, NORDAM’s initial proposal revisions, final proposal, and even now, its comments in

response to the agency report, focus on the firm's proposed small business participation as a percentage of *subcontracting dollars*.

Although, NORDAM maintains its protest "is not a dispute over arithmetic," the protester is mistaken; arithmetic--specifically, the calculation of the proposed small business participation percentage--is precisely the crux of this protest. Comments at 3. As detailed above, the record shows NORDAM incorrectly calculated its proposed small business participation percentage. In this respect, NORDAM used the wrong denominator in its calculations--the firm divided its proposed small business subcontract dollars by *total subcontract dollars*, rather than dividing by *total contract value*. When the correct denominator of *total contract value* is used, and the calculation is performed accurately, NORDAM's final proposal does not offer the 15 percent minimum small business participation rate required by the solicitation.

The record further reflects that the agency's discussions letters were not misleading and did not cause the protester's arithmetic errors. Rather, the discussions letters repeatedly and clearly told NORDAM its proposal was assessed a deficiency and rated as unacceptable because its small business participation percentage was less than the required 15 percent "of the *total contract value*." AR, Tab 6, NORDAM 1st Round Discussions Letter at 152; Tab 8, NORDAM 2nd Round Discussions Letter at 171 (emphasis added); see also RFP at 67. That NORDAM continued to ignore the Navy's repeated references to *total contract value* and instead based its arithmetic on *total subcontracting dollars*, is the fault of no party other than itself. Accordingly, we deny the protester's challenge to the agency's conduct of discussions. See e.g., *Ashton Marine Co.*, B-422634, Sept. 5, 2024, at 8 (denying allegation that discussions were not meaningful where agency sufficiently led protester to area of proposal requiring revision and protester failed to review contents of its proposal against unambiguous solicitation requirement resulting in protester's failure to correct proposal deficiency).

#### Late Proposal Revision

The protester additionally argues the agency's refusal to consider the "corrective information" submitted by NORDAM in January of 2026 "was unreasonable and further demonstrates that discussions were not conducted in a meaningful manner." Protest at 3. The protester asserts the Navy "refused to consider this information solely because it was submitted after the close of discussions, despite the fact that award had not yet occurred and the information directly addressed the dispositive issue." *Id.*

As noted above, the second, and final, discussions letter received by NORDAM stated: "Any responses received after the deadline will be considered late in accordance with FAR 52.214-17 and will not be considered or evaluated." AR, Tab 8, NORDAM 2nd Round Discussions Letter at 171 (emphasis added). While we note the discussion letter incorrectly referenced a FAR procedure applicable to acquisitions conducted using the invitation for bid procedures of FAR part 14, rather than citing FAR provision 52.215-1, which was included in the RFP in accordance with the negotiated procurement procedures of FAR part 15, this incorrect citation does not render any less clear the

letter's unequivocal statement that late responses would not be considered. See RFP at 60-62 (incorporating FAR 52.215-1).

Offerors are responsible for submitting proposals, and any modifications or revisions to them, so as to reach the designated government office by the specified time. FAR 15.208(a); 52.215-1(c)(3)(i); see *also* RFP at 61. Proposal revisions that are received after the specified time are late and will be considered only if received before award *and* the circumstances meet the specific requirements set forth in paragraph (c)(3)(ii)(A) of FAR provision 52.215-1. Here, the protester argues only that the Navy should have considered NORDAM's late proposal revision because it was received by the agency before award. The protester, however, does not claim, nor does the record show, that NORDAM's late proposal revision meets the other specific requirements enumerated in FAR provision 52.215-1. See Protest at 3.

This provision sets out the following specific requirements:

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

FAR 52.215-1(c)(3)(ii)(A).

Here, the record reflects that: (1) the contracting officer did not make a determination that accepting the late proposal revision would not unduly delay the acquisition; (2) the late proposal revision was not transmitted until two months after the due date for final proposal revisions; and (3) NORDAM's proposal was not the only one received in response to the RFP. COS/MOL at 3; AR, Tab 8, NORDAM 2nd Round Discussions Letter at 171; Tab 10, Email with attachs. from NORDAM to Navy at 183; Tab 5, SSEB Report at 112. Accordingly, we find the agency reasonably declined to consider NORDAM's late proposal revision. See *e.g.*, *Symetrics Indus., LLC*, B-298759, Oct. 16, 2006, at 4 (denying protest challenging agency's rejection of late proposal revision received one minute past the time set for receipt of final proposal revisions).

## Evaluation of Awardee's Proposal

Finally, the protester argues the Navy's evaluation of Vertex's proposal under the small business participation factor "was unreasonable because it was conducted in a purely mechanical manner, without regard to feasibility, realism, or the practical constraints of performance." Protest at 2. Specifically, the protester contends the agency "failed to assess whether proposed participation levels were achievable in practice," and maintains that an "evaluation that relies solely on numerical thresholds, without consideration of whether those commitments are realistic or executable, is inherently unreasonable and inconsistent with the requirement to conduct a rational evaluation."<sup>7</sup> *Id.* at 2-3.

As an initial matter, we note that, generally, a protester whose proposal has been evaluated as ineligible for award, such as NORDAM's proposal here, is not an interested party to challenge an agency's evaluation of the awardee's or other offerors' proposals because the protester's ineligible proposal cannot be next in line for award. 4 C.F.R. § 21.0(a); *Landscape Mgmt. Sys., Inc.*, *supra* at 19. Here, however, NORDAM remains an interested party to challenge the Navy's evaluation of the awardee's proposal because Vertex's proposal was the only proposal determined by the agency to be acceptable after discussions, and thus, if the protester's complaints pertaining to Vertex's proposal were to be sustained, the Navy would have to reopen the competition potentially giving the protester another chance to become eligible for award. *See Delta Risk, LLC*, B-416420, Aug. 24, 2018, at 14. While NORDAM is an interested party to challenge the evaluation of Vertex's proposal as acceptable under the small business participation factor, as explained below, we find the protester's allegation is not supported by the record.

The evaluation of an offeror's proposal under a small business participation factor is a matter within the agency's discretion. *Kearney & Co., PC*, B-421647.2, B-421647.3, Aug. 2, 2023, at 10. In reviewing a protest challenging such an evaluation, our Office will not reevaluate proposals, nor will we substitute our judgment for that of the agency; rather, we will examine the record to determine whether the evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement laws and regulations. *Id.*; *Mission Servs., Inc.*, B-415136.3, B-415136.4, May 22, 2018, at 11.

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<sup>7</sup> We read the protester's challenge to the evaluation of proposals under the small business participation factor primarily as an argument that the agency failed to assess the realism of Vertex's proposed small business participation rate, as required by the solicitation. To the extent NORDAM also is challenging the evaluation of its own proposal under the small business participation factor, we deny this challenge because, as explained above, the agency reasonably concluded NORDAM's final proposal failed to meet the solicitation's required 15 percent small business participation rate.

Here, as discussed above, the solicitation's instructions to offerors required firms to submit documentation to support their proposed small business participation rates and provided the agency would review these documents "to understand the basis for what is proposed i.e., determine the realism." RFP at 67. The solicitation established that the agency would assess an offeror's planned approach for small business subcontracting, and that for a large business such as the awardee, the Navy would use the eSRS to review the offeror's historical success in meeting its subcontracting goals. *Id.* at 69. The solicitation explained the purpose of this evaluation was to assess if the offeror had "demonstrated a good faith effort to use the various small business and socioeconomic sectors" it proposed. *Id.*

The record shows Vertex's initial proposal included a small business participation rate higher than the 15 percent required by the solicitation. AR, Tab 5, SSEB Report at 140. The evaluators noted that all the small businesses proposed as subcontractors by Vertex had "been previous suppliers for them," and that almost all of them "were previously used under the historical SUU-63<sup>[8]</sup> and SUU-79 contracts with [the Navy]." *Id.* at 142. The evaluators further highlighted that Vertex's proposal indicated these historical suppliers had been responsive to Vertex's request for their "support of this effort." *Id.* Additionally, the evaluators positively observed numerous other aspects of Vertex's proposal that demonstrated steps the firm would take to ensure compliance with the proposed small business goals and provide small businesses with an equitable chance to compete for subcontracts. *Id.* at 142-143. Finally, in accordance with the solicitation, the agency conducted a search in eSRS for Vertex, which showed the firm had a history of successfully meeting its proposed subcontracting goals. *Id.* at 143. Based on the totality of this information, the evaluators assigned Vertex's proposal a rating of acceptable under the small business participation factor. *Id.* at 144.

The Navy maintains that "as the record reflects, the Agency conducted an evaluation of the offeror's proposal that was in accordance with the Solicitation's stated evaluation criteria." COS/MOL at 8. The protester responds that the solicitation required the Navy to assess the realism of offerors small business participation rates, but "[t]he current record reflects no such review." Comments at 8. Specifically, NORDAM argues "[t]he record does not show a documented analysis of whether proposed small-business participation was achievable through the identified small-business sources, whether those small businesses could perform critical-path work, whether supplier/OEM restrictions constrained use of small businesses, whether ITAR/direct-purchase restrictions affected participation, or whether labor/pass-through staffing arrangements were realistic and meaningful."<sup>9</sup> *Id.*

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<sup>8</sup> The SUU-63 designation refers to aircraft wing pylons similar to SUU-79 pylons.

<sup>9</sup> The acronym OEM stands for original equipment manufacturer, and the acronym ITAR stands for the International Traffic in Arms Regulations. See AR, Tab 5, SSEB Report at 117; RFP at 163.

The Navy asserts that the protester's argument seeks to impose evaluation criteria beyond those included in the solicitation. COS/MOL at 8. We agree. While the solicitation provided the agency would assess offerors' documentation submitted in support of their proposed small business participation rates to determine the realism of the proposed rates, the RFP did not require the evaluation to delve into the level of detail that the protester advocates. See RFP at 67, 69.

Based on the record here, we find the agency's evaluation of Vertex's proposal was reasonable and consistent with the solicitation as it considered the awardee's plan to utilize primarily small business subcontractors with which Vertex has a prior working relationship and that have prior relevant experience with the Navy, explained multiple steps Vertex would take to ensure its small business goals were met, and reviewed available information about Vertex's history of successfully meeting its small business goals. AR, Tab 5, SSEB Report at 142-143. Accordingly, we deny the protester's challenge to the agency's evaluation of the awardee's proposal under the small business participation factor. See *e.g.*, *Mission Servs., Inc.*, *supra* at 13 (denying challenge to evaluation of small business participation rates where despite protester's skepticism about the realism of offerors' proposed rates, the record showed "the evaluators identified features of offerors' proposals that contributed to the realism of their small business participation plans").

The protest is denied.

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