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Comptroller General
of the United States

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Decision

Matter of: Mission Services, Inc.

File: B-415136.3; B-415136.4

Date: May 22, 2018

Steven J. Koprince, Esq., Matthew T. Schoonover, Esq., Shane M. McCall, Esq., and Ian P. Patterson, Esq., Koprince Law, LLC, for the protester.
Jill A. O'Connor, Esq., Mason C. Alinger, Esq., Major Meghan M. Poirier, National Geospatial-Intelligence Agency, for the agency.
Paula J. Haurilesko, Esq., and Laura Eyester, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency applied an unstated evaluation criterion is denied, where the agency's evaluation was reasonably encompassed by the solicitation's evaluation factors.

2. Protest that the agency misevaluated proposals is denied, where the evaluation complied with the solicitation evaluation criteria.

3. Protest that the agency evaluated proposals unequally is denied, where the proposals offered differing features that formed the basis of the assignment of adjectival ratings.

DECISION

Mission Services, Inc. (MSI), of McLean, Virginia, protests the award of contracts to H2M Group, LLC, of Manassas, Virginia; Higgins, Hermansen, Banikas, LLC (HHB), of Springfield, Virginia; Quadrint, Inc., of Bethesda, Maryland; and S2 Analytical Solutions, LLC, of Herndon, Virginia, under request for proposals (RFP) No. HM0476-17-R-0007, issued by the National Geospatial-Intelligence Agency (NGA) for technical operational services. MSI challenges the evaluation of its and the awardees' proposals, as well as the best-value selection decision.

We deny the protest.

BACKGROUND

The RFP, issued on November 1, 2016, as a partial small business set-side, provided for the award of multiple indefinite-delivery, indefinite-quantity contracts to provide operational support services for a five-year ordering period. Agency Report (AR), Tab 3s, RFP amend. 3, at 8, 71, 75; Combined Contracting Officer's Statement & Memorandum of Law (COS/MOL) at 2. The RFP contemplated awarding to a minimum of two small businesses. RFP amend. 3, at 76.

The RFP provided that award would be made on a best-value tradeoff basis, considering management/technical, past performance, security, and price. Id. at 100-101. The RFP stated that the management/technical factor was slightly more important than past performance, and that the security factor was to be evaluated on a pass/fail basis. Id. at 101. The non-price factors, when combined, were significantly more important than price. Id. The management/technical factor was comprised of four subfactors (in order of importance): management oversight and staffing capability, technical capability, transition risk mitigation approach, and small business participation plan. Id. at 102-103. Each subfactor included standards against which proposals would be evaluated.[1] See id.

The technical capability subfactor was comprised of two standards: technical expertise, and ability to succeed in a performance-based environment. Id. at 102. The technical expertise standard was the more important of the two. Id. As relevant here, the RFP stated that the performance-based environment standard is met when the offeror demonstrates it has technical processes in place to evaluate a government need for a performance-based requirement and contractor-defined solution, and identifies the correct technical resources to execute against the government need. Id.

The small business participation plan subfactor was comprised of five equally weighted standards:

- 1.4.1 - The extent to which the proposed Small Business Participation Plan provides a detailed and realistic approach to maintain the 23 [percent] small business participation goal in terms of the total contract value throughout the life of the contract.

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[1] The RFP stated that the evaluation would include the determination of significant strengths, major strengths, minor strengths, areas that meet the standard, minor weaknesses, major weaknesses, significant weaknesses, and deficiencies. RFP amend. 3, at 98. The strengths were defined as follows: a significant strength is assigned when the proposal is significantly above expectations; a major strength is assigned when the proposal is more than slightly above expectations; and a minor strength is assigned when the proposal is slightly above expectations. Id. at 104.

- 1.4.2 – The extent of commitment to use such firms, such as teaming agreements (enforceable commitments will be weighted more heavily than non-enforceable ones).
- 1.4.3 – The extent of commitment to include small businesses in a variety of complex and challenging work across the entire scope of the contract.
- 1.4.4 – The extent of participation of such firms in terms of percentage of the value of the total acquisition.
- 1.4.5 – The extent of commitment to pay small business subcontractors within a specified number of days.

Id. at 103. With respect to the teaming agreements, the RFP required offerors with enforceable agreements to provide fully executed copies of the entire agreement to receive more favorable consideration. Id. at 89-90. The RFP defined an enforceable agreement as:

> A written and signed agreement (by both parties) that details that all parties have agreed to a business relationship for this procurement. This document must be clear that both parties have defined and agreed to the extent of the relationship to include the type or types of work the sub-contractors/partners shall perform and what areas of the base [indefinite-delivery, indefinite-quantity contract statement of work] they will cover. The agreement shall be specific in nature.

Id. at 90.

NGA received proposals from 16 small businesses. AR, Tab 15b, Source Selection Decision Document (SSDD), at 2. After evaluation of proposals, NGA established a competitive range of nine small business offerors, including MSI and the four awardees, and initiated discussions. Id. at 3. As relevant here, NGA advised MSI that it received two minor strengths for its proposed small business participation goal and for its approach to pay small business subcontractors in a timely manner. AR, Tab 5a, Competitive Range Letter, Encl. 1, Initial Factor Ratings and Summary, at 3. MSI received an evaluation notice that identified an inconsistency in MSI's proposal pertaining to its stated small business participation goal, where MSI's proposal indicated both a [DELETED] percent and a [DELETED] percent small business participation goal. AR, Tab 5b, MSI Evaluation Notice, at 1. In response to the evaluation notice, MSI clarified that it proposed a small business participation goal of [DELETED] percent. AR, Tab 5c, MSI Response to Evaluation Notice, at 1.

After evaluation of final revised proposals, the offerors received the following ratings:[2]

	Management/ Technical	Past Performance	Security	Price
H2M	Outstanding	Substantial Confidence	Pass	$21,886,374
S2	Outstanding	Substantial Confidence	Pass	$23,527,276
HHB	Good	Substantial Confidence	Pass	$23,009,140
MSI	Good	Substantial Confidence	Pass	$21,149,341
Quadrint	Good	Substantial Confidence	Pass	$19,605,466

AR, Tab 15b, SSDD, at 5. As relevant here, under the management/technical factor, NGA assigned the following subfactor ratings:

	MANAGEMENT/ TECHNICAL	Management & Staffing	Technical Capability	Transition Risk Mitigation	Small Business Participation
H2M	OUTSTANDING	Outstanding	Outstanding	Good	Outstanding
S2	OUTSTANDING	Outstanding	Outstanding	Good	Good
HHB	GOOD	Good	Good	Good	Outstanding
MSI	GOOD	Good	Good	Good	Acceptable
Quadrint	GOOD	Good	Good	Good	Good

AR, Tab 15b, SSDD, at 6.

[2] For the management/technical factor and subfactors, the RFP defined an outstanding proposal as meeting requirements, indicating an exceptional approach and understanding of the requirements, where the strengths far outweigh any weaknesses, and the risk of unsuccessful performance is very low. RFP amend. 3, at 103. A good proposal was defined as meeting requirements, indicating a thorough approach and understanding of the requirements, where strengths outweigh any weaknesses, and the risk of unsuccessful performance is low. Id. at 104. An acceptable proposal was defined as meeting requirements, indicating an adequate approach and understanding of the requirements, where strengths and weaknesses are offsetting or will have little or no impact on contract performance, and the risk of unsuccessful performance is no worse than moderate. Id.

The source selection evaluation board provided a briefing to the source selection authority (SSA) on the results of its evaluation of proposals and award recommendation. AR, Tab 15b, SSDD, at 1. The SSA conducted a tradeoff between pairs of small business offerors to determine the offerors that provided the best value to the government. With respect to the technical/management factor, the SSA compared the offerors and identified distinguishing strengths for each standard under the subfactors to determine which offeror provided the strongest proposal. See id. at 14-38.

In the comparison between H2M and MSI, the SSA rated H2M's proposal higher than MSI's under three of the four management/technical subfactors, and concluded that H2M's proposal contained strengths sufficient to justify the 3.4 percent higher price. Id. at 17-18. Under the management oversight and staffing subfactor, the SSA found the two offerors to be similar under one standard, and each was the stronger offeror under the other two standards. Id. at 18. The SSA found that H2M's proposal was stronger overall for the subfactor because of the greater experience of H2M's proposed key personnel. Id. at 19. Under the technical capability subfactor, the SSA found H2M to be stronger under the ability to succeed in a performance-based environment standard based on H2M's better process to evaluate government needs in the performance-based environment and a proposed contract program manager who had three years of experience managing performance-based contracts in the intelligence community. Id. at 18-19. Under the small business participation plan subfactor, the SSA found H2M's proposal to be stronger than MSI's because of its slightly higher small business participation goal, plan to provide advanced access to small business teammates of task order RFPs, a [DELETED]-day staffing process focused on small businesses, copies of the teaming agreements, and [DELETED] to ensure its small business subcontractors would be timely paid. Id.

The SSA rated S2's proposal higher than MSI's under three of the four management/technical subfactors and most of the standards under the subfactors and concluded that the superior features justified the 11 percent price premium. Id. at 20. As relevant here, under the technical capability subfactor, the SSA found S2's proposal to be stronger under the ability to succeed in a performance-based environment standard based on S2's more-detailed process to generate basis of estimates for contract requirements, and its quality management system. Id. at 20-21. Under the small business participation plan subfactor, the SSA found S2's proposal to be stronger than MSI's because S2 proposed to use [DELETED] small businesses, proposed a small business participation goal that was [DELETED] percentage points higher than MSI's, and provided signed teaming agreements. Id.

The SSA rated HHB's proposal higher than MSI's under one of the four management/technical capability subfactors and most of the standards under the subfactors, and concluded that the superior features of HHB's proposal justified the eight percent price premium.[3] Id. at 29-31. Although HHB and MSI were both rated as good under the technical capability subfactor, the SSA concluded that HHB's proposal was superior because of its better approach and demonstrated commitment to delivering quality technical solutions in a performance-based environment by proposing a [DELETED]. Id. at 30-31. Under the small business participation plan subfactor, the SSA found HHB's proposal to be stronger because of its higher small business participation goal ([DELETED] percent compared to MSI's [DELETED] percent), signed teaming agreements that demonstrated HHB's commitment to its small business teammates, and the identification of the [DELETED] each small business team member would support. Id. The SSA acknowledged MSI's pledge to pay its small business subcontractors [DELETED] days faster than HHB, but concluded that the strengths in HHB's proposal were of greater benefit than MSI's. Id. at 31.

The SSA noted that Quadrint's and MSI's proposals were similarly rated under three of the four management/technical subfactors, but that Quadrint presented a 7 percent discount from MSI's proposed price. Id. at 31-32. The SSA rated MSI's proposal higher under two of the three management oversight and staffing capability standards, whereas the agency rated Quadrint higher under the small business participation plan subfactor. Id. at 32. Although MSI's proposal was found to be the stronger proposal under the most important subfactor, the SSA concluded that MSI's offer did not provide sufficient benefits to justify its higher price. Id. at 32, 34.

Based on the tradeoff analysis, the SSA selected H2M, S2, HHB, and Quadrint for contract award as providing the best value to the government. Id. at 39. After a debriefing, MSI protested to our Office.

DISCUSSION

MSI raises multiple challenges to the evaluation of its own proposal under the management/technical factor, including allegations of unstated evaluation criteria and unequal treatment. Although we discuss only a selection of MSI's arguments below, we have considered all of MSI's arguments and find that none provide a basis for sustaining the protest.[4]

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[3] The SSA found MSI's proposal to be superior under the team management standard of the management oversight and staffing capability subfactor, and the two offerors' proposals to be similar under two other standards. AR, Tab 15b, SSDD, at 30.

[4] In addition, in its comments responding to the agency report, MSI challenged the SSA's tradeoff analysis between MSI and each of the awardees. Comments at 13-16. MSI also argued that NGA placed undue weight on the leadership standard under the management oversight and staffing capability because two strengths were assessed under the standard where only one strength was assessed to proposals under the other standards. Id. at 11. The agency provided the information upon which these protest grounds were based in its debriefing to MSI. See Protest, Exh. B, Redacted SSDD, at 12-20. These protest grounds are therefore untimely because they were not filed

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Technical Capability Subfactor/Unstated Evaluation Criterion

MSI maintains that NGA applied an unstated evaluation criterion in its evaluation of proposals under the technical capability subfactor. Comments at 11. More specifically, MSI argues that NGA assigned strengths to H2M's and S2's proposals under standard 1.2.2, ability to succeed in a performance-based environment, based on a criterion that was not contemplated by the solicitation, i.e., experience working on specific performance-based contracts, including those with NGA. Id. at 12. MSI also argues that its proposal should have received a minor or major strength under the standard for its in-depth description of its approach to performing in a performance-based environment and "experience evaluating and responding to over 120+ task orders (performance based and contractor defined)." Id. at 12-13 (quoting AR, Tab 6, MSI Consensus Evaluation Report, at 11, Tab 4, MSI Proposal, at 25).

NGA states that prior experience on NGA contracts "had nothing to do with the favorable rating" that H2M and S2 received under the standard. NGA does acknowledge, however, that the agency considered it beneficial for an offeror to discuss the context in which it successfully used its framework to respond to performance-based contracting requirements in the past. Supp. MOL at 10. NGA states that its concern was whether the offeror presented a viable framework for responding to performance-based contracting requirements; an offeror added credibility to its proposal when it provided examples of where it had successfully used its framework. Id. The awardees provided detailed examples of where they had successfully transitioned work to a performance-based environment in prior efforts. Id. NGA explains that, in contrast, although MSI provided an acceptable framework for responding to performance-based requirements, MSI's sole statement demonstrating the viability of its framework was the statement "[w]ith our experience evaluating and responding to over 120+ task orders (performance based and contractor defined), Team MSI has gained expertise, experience and technical processes to operate effectively, efficiently to evaluate Government needs based on performance requirement or Contractor defined solutions." Id. The agency explains that, as a result, MSI received a meets the standard rating. Id.

Although agencies are required to identify in a solicitation all major evaluation factors, they are not required to identify all areas of each factor that might be taken into account in an evaluation, provided that the unidentified areas are reasonably related to, or

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within 10 calendar days of the debriefing. 4 C.F.R. § 21.2(a)(2). In a supplemental protest, MSI also argues that NGA failed to credit its proposal with strengths because of various aspects of its proposal, such as its security lead's qualifications, its network of resources, and its ability to retain incumbent staff. See Supp. Protest at 2-4. However, MSI did not address the agency's response to these arguments in its comments on the agency report. We therefore deem these bases for protest to have been abandoned. Noble Supply & Logistics, B-410788.4 et al., July 29, 2015, 2015 CPD ¶ 243 at 6 n.3.

encompassed by, the stated factors. Northrop Grumman Sys. Corp., B-414312 et al., May 1, 2017, 2017 CPD ¶ 128 at 12.

With respect to this standard, the RFP stated that: "The standard [performing in a performance-based environment] is met when the Offeror demonstrates it has technical processes in place to evaluate a Government need for a performance-based requirement and Contractor-defined solution, and identify the correct technical resources to execute against the government need." RFP amend. 3, at 102. We conclude that consideration of an offeror's prior experience performing in a performance-based environment is reasonably encompassed in the evaluation standard since it supports the offerors' technical processes in meeting this requirement.

Here, NGA assigned a major strength to H2M's and S2's proposals for their demonstrated approach to performing in a performance-based environment. AR, Tab 8, H2M Consensus Evaluation Report, at 11; Tab 10, S2 Consensus Evaluation Report, at 11. In addition to explaining their processes for succeeding in a performance-based environment, H2M's and S2's proposals identified the specific contracts through which the offerors gained experience and formed the basis for their performance-based processes, thus demonstrating their approaches. For example, S2's proposal stated that it developed its [DELETED] process from best practices learned while working on specific NGA performance-based contracts and responding to a research task order. AR, Tab 9, S2 Proposal, at 26-27. In contrast, NGA determined that MSI's proposal met the standard because it developed a [DELETED] and leverages MSI's [DELETED], makes sufficient use of [DELETED], and stated that it has "experience evaluating and responding to over 120+ task orders (performance based and contractor defined." AR, Tab 6, MSI Consensus Evaluation Report, at 11. MSI's proposal did not identify the contracts under which the task orders were performed. Accordingly, based on the record before us, we find no basis to sustain this protest ground.

Small Business Participation Subfactor

MSI challenges various aspects of NGA's evaluation of its proposal under the small business participation subfactor. For example, MSI argues that it should have been rated good or outstanding instead of acceptable under the subfactor because it exceeded the 23 percent small business participation requirement by pledging small business participation of at least [DELETED] percent. Protest at 6. In addition, MSI argues that NGA failed to consider the realism of the other offerors' small business participation plans as required by the solicitation, and evaluated MSI's small business participation plan unequally as compared to the awardees. Protest at 7; Comments at 5-6.

Percentage of small business participation

MSI argues that it should have received either a minor or major strength for its small business participation plan because it exceeded the 23 percent small business participation requirement by pledging small business participation of at least [DELETED] percent. Protest at 6. MSI contends that offerors were provided no notice that strengths would not be assessed until proposed small business participation greatly exceeded 50 percent of the contract value. Comments at 2-3. In this regard, the solicitation incorporated by reference Federal Acquisition Regulation (FAR) clause 52.219-14, Limitations on Subcontracting,[5] which requires small businesses to perform at least 50 percent of the cost of the contract incurred for personnel itself. MSI contends that this requirement is "independent" of the 23 percent small business participation requirement listed for the subfactor and that therefore offerors should have received strengths for exceeding the 23 percent small business participation requirement and not the 50 percent limitations on subcontracting requirement. Id. at 3. MSI further contends that, had it known that NGA wanted small business offerors to base their small business participation on the limitations on subcontracting (i.e., exceeding 50 percent), MSI would have modified its proposal to demonstrate a higher percentage of small business participation. Id. at 5. MSI also argues that it should have been rated good or outstanding instead of acceptable under the small business participation subfactor because of its proposed small business participation plan, pledge to pay its small business subcontractors within [DELETED] days, robust approach to ensuring it met the small business participation requirement, and degree to which it planned to meet the agency's socio-economic goals. Protest at 6-9.

NGA explains that because small businesses were required to perform at least 50 percent of the work to be in compliance with FAR clause 52.219-14, it chose to allocate strengths when small business offerors proposed higher than 60 percent small business participation. COS/MOL at 18. NGA contends that since all of the small business offerors proposed to perform at least 50 percent of the work themselves, it was understood that offerors would not receive strengths for exceeding the 23 percent participation requirement, but would receive strengths for greatly exceeding the 50 percent limitations on subcontracting requirement. Supp. MOL at 2-3.

The essence of an agency's evaluation is reflected in the evaluation record itself, not in the adjectival ratings or adjectival characterizations of proposal features as strengths or weaknesses. Systems Eng'g Partners, LLC, B-412329, B-412329.2, Jan. 20, 2016, 2016 CPD ¶ 31 at 7. Where a solicitation indicates the relative weights of evaluation factors, as opposed to providing for selection of the lowest-priced, technically acceptable proposal, the agency is not limited to determining whether a proposal is merely technically acceptable; rather, proposals may be evaluated to distinguish their relative quality by considering the degree to which they exceed the minimum requirements or will better satisfy the agency's needs. Avaya Gov't Solutions, Inc.,

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[5] The RFP incorporated by reference FAR clause 52.219-14, Limitations on Subcontracting (NOV 2011). RFP amend. 3, at 47. This limitations on subcontracting clause provides that, for contracts or portions of contracts set aside for small businesses, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. FAR clause 52.219-14(c)(1).

B-410387, Dec. 15, 2014, 2014 CPD ¶ 372 at 5; IAP World Servs., Inc., B-297084, Nov. 1, 2005, 2005 CPD ¶ 199 at 2.

Here, the RFP stated that under the small business participation plan subfactor, the agency would consider the extent to which the offeror's approach maximizes small business participation. RFP amend. 3, at 103. The RFP also provided offerors with the definitions of a minor strength, major strength, and significant strength, thereby putting MSI on notice that NGA would take into consideration the extent to which offerors exceeded the minimum requirements. See id. at 104. As the RFP provided for award on the basis of factors and subfactors whose relative weights were disclosed, NGA could properly consider in its evaluation the extent to which proposals exceeded the RFP requirements.

MSI contends that it should have received a good or outstanding rating for the small business participation plan subfactor because it exceeded the 23 percent small business participation requirement by pledging small business participation of at least [DELETED] percent. However, as the agency notes, MSI intends to perform at least 50 percent of the work itself, as required by FAR clause 52.219-14. Therefore, MSI proposed only an additional [DELETED] percent of work for other small businesses. Although MSI contends that the requirements of FAR clause 52.219-14 are independent of the 23 percent small business participation requirement listed in the solicitation, and therefore it was unaware that NGA wanted small business offerors to base their small business participation on the subcontracting limitation (i.e., exceeding 50 percent), we find this argument unavailing.

Where 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 interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. Crew Training Int'l, Inc., B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. Id. A patent ambiguity exists where the solicitation contains an obvious, gross, or glaring error, while a latent ambiguity is more subtle. Id. Although the solicitation's evaluation criteria includes reference to the 23 percent small business participation goal, the solicitation was clear that a small business offeror had to meet the requirements of FAR clause 52.219-14 by performing at least 50 percent of the work itself. At best, this is a patent ambiguity that should have been protested prior to the submission of proposals in order to be considered timely. 4 C.F.R. § 21.2(a)(1). In any event, it was reasonable for NGA to conclude that MSI--which proposed subcontracting only [DELETED] percent of the work to small businesses other than itself--did not merit a strength for this aspect of its proposal.

MSI also argues that it should have been rated good or outstanding under this subfactor for other reasons, including its pledge to pay its small business subcontractors within [DELETED] days and robust approach to ensuring it met the small business participation requirement. Protest at 6-9. We note that it is well established that ratings, be they numerical, color, or adjectival, are only a guide to, and not a substitute for, intelligent decision making in the procurement process. Systems Eng'g Partners, LLC, supra. The relevant question is whether the record shows that the agency fully considered the actual qualitative differences in offerors' proposals. See, e.g., Centerra Grp., LLC, B-414800, B-414800.2, Sept. 21, 2017, 2017 CPD ¶ 307 at 4.

Here, the record demonstrates that the SSA considered the qualitative differences in proposals in making his selection decision. For example, in making his selection decision, the SSA recognized MSI's commitment to pay its small business teammates in less time than S2, but concluded that S2's proposal provided greater benefits that merited the higher price, including a small business participation goal of [DELETED] percent, as compared to MSI's goal of [DELETED] percent. AR, Tab 15b, SSDD, at 21. In addition, the SSA found H2M's proposal to be stronger than MSI's under this subfactor due to H2M's plan to provide [DELETED], a [DELETED]-day staffing process focused on [DELETED], copies of the teaming agreements, and [DELETED] to ensure its small business subcontractors would be timely paid. Id. at 18-19. Accordingly, we find no basis to sustain this protest allegation.

Realism of small business participation plans

MSI also argues that NGA failed to adequately consider the realism of the awardees' small business participation plans. For example, MSI contends that NGA failed to consider whether HHB's plan for [DELETED] percent small business participation was realistic or whether the small businesses would perform meaningful work. Protest at 8; Comments at 5. In this regard, MSI argues that it was unreasonable for NGA to conclude that HHB's plan to allocate [DELETED] percent of the work to [DELETED] small businesses (in addition to HHB's plan to perform [DELETED] percent of the work itself) was realistic or would enable the small businesses to perform a variety of complex work across the scope of the contract. Comments at 5.

NGA states that it evaluated HHB's small business participation plan for realism, found it to be realistic, and on this basis assigned HHB's proposal a significant strength under the standard identified in the solicitation. COS/MOL at 28-29; Supp. MOL at 6. NGA explains that the significant strength was assigned, not as MSI contends solely for the [DELETED]-percent small business participation, but also because of the realism as denoted by: a [DELETED] to manage the team; identification of the [DELETED]; commitment to provide [DELETED] from small business team members to ensure small business goals are met; and a table identifying the [DELETED] available from HHB's small business team members. Supp. MOL at 6 citing AR, Tab 12, HHB Consensus Evaluation Report, at 12-13.

In reviewing an agency's evaluation of proposals and source selection decision, we will examine the supporting record to determine whether the decision was reasonable, consistent with the stated evaluation criteria, and adequately documented. Johnson Controls World Servs., Inc., B-289942, B-289942.2, May 24, 2002, 2002 CPD ¶ 88 at 6. A protester's disagreement with an agency's judgment, without more, is insufficient to establish that an agency acted unreasonably. Watts-Obayashi, Joint Venture; Black Constr. Corp., B-409391 et al., Apr. 4, 2014, 2014 CPD ¶ 122 at 9.

The solicitation required the agency to evaluate the offerors' detailed and realistic approach to meeting the small business goals. RFP amend. 3, at 103. Based on the record before us, we find no basis to conclude that NGA failed to consider the realism of offerors' proposals. As noted by the agency above, the evaluators identified features of offerors' proposals that contributed to the realism of their small business participation plans, such as the identification of relevant labor categories and full-time equivalents that the small businesses are currently staffing or have the capability to staff. AR, Tab 12, HHB Consensus Evaluation Report, at 12-13. Although the protester is skeptical of the realism of the work being distributed among a large number of subcontractors, MSI has provided no basis for us to find the agency's judgment to be unreasonable. See Watts-Obayashi, Joint Venture; Black Constr. Corp., supra.

Unequal treatment

Finally, MSI argues that its small business participation plan was evaluated unequally with other small business offerors. For example, MSI contends that NGA unreasonably gave H2M an outstanding rating based on its "nominally larger" small business participation of [DELETED] percent compared to MSI's [DELETED] percent, even though MSI pledged to pay its subcontractors more quickly than H2M. Protest at 7-8. MSI also contends that NGA unreasonably gave credit to H2M for teaming agreements that were unenforceable under Virginia law. Comments at 7.

NGA explains that H2M's proposal received an outstanding rating under the subfactor because of a variety of features. NGA states that, in addition to a realistic and higher small business participation goal of [DELETED] percent, H2M proposed to provide its small business teammates with [DELETED], and provided to NGA signed copies of its teaming agreements with each small business partner, which included a detailed description of the work to be performed. COS/MOL at 25. NGA states that H2M's teaming agreements meet the RFP's definition of enforceable. Supp. MOL at 7. NGA states that, in comparison, MSI proposed a lower small business participation rate and failed to provide copies of its teaming agreements. COS/MOL at 25-26. MSI's description of the work its teammates would perform included a generic statement and assigned [DELETED] of the 14 labor categories to its team members. Id. at 27. NGA acknowledged that MSI proposed to pay its small business teammates within [DELETED] days, but stated that H2M's pledge to pay in [DELETED] days and [DELETED] to guarantee payment to its small business partners in the event the government pays late, together with the other features, merited a higher rating than MSI received. Id. at 27-28.

The evaluation of an offeror's proposal is a matter within the agency's discretion. FP-FAA Seattle, LLC, B-411544; B-411544.2. Aug. 26, 2015, 2015 CPD ¶ 274 at 8. In reviewing protests against allegedly improper evaluations, our Office examines the record to determine whether the agency's judgment was reasonable, in accord with the evaluation factors set forth in the RFP, and whether the agency treated offerors equally in its evaluation of their respective proposals and did not disparately evaluate proposals with respect to the same requirements. IAP World Servs., Inc.; EMCOR Gov't Servs., B-407917.2 et al., July 10, 2013, 2013 CPD ¶ 171 at 11.

Here, the record does not show that NGA treated the two offerors disparately; rather, the evaluation was consistent with the terms of the solicitation. As noted above, the solicitation stated that the agency would evaluate offerors' small business participation plans by reviewing five standards. These standards included the extent of commitment to use small businesses, to include small businesses in a variety of complex and challenging work, and to pay small business subcontractors within a specified number of days. RFP amend. 3, at 103. MSI and H2M proposed different levels of small business participation and demonstrated different approaches to achieving and maintaining small business participation. The RFP further advised offerors that when submitting teaming agreements, "Offerors that have enforceable agreements must provide fully executed copies (i.e., the entire agreement and not just the first and last pages) to receive more favorable consideration under Section M." Id. at 89-90; see also RFP amend. 3, at 103 ("enforceable commitments will be weighted more heavily than non-enforceable ones."). The solicitation defined an enforceable agreement as a "written and signed agreement (by both parties) that details that all parties have agreed to a business relationship for this procurement." Id. at 90. As noted by NGA, H2M provided signed copies of its teaming agreements that met the RFP's definition of enforceable, whereas MSI did not provide copies of its teaming agreements.

Additionally, NGA assigned both MSI and H2M a minor strength for their commitment to paying their small business contractors--MSI for its plan to pay its small business subcontractors within [DELETED] days; H2M for its plan to pay within [DELETED] days and its [DELETED] to ensure timely payment to its small business subcontractors. AR, Tab 6, MSI Consensus Evaluation Report, at 15; Tab 8, H2M Consensus Evaluation Report, at 17. Although MSI disagrees with the agency's judgment with respect to the assignment strengths and adjectival ratings under this subfactor, the protester has not shown that the agency acted unreasonably.

The protest is denied.

Thomas H. Armstrong
General Counsel