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Decision

Matter of: Odyssey Systems Consulting Group, Ltd.

File: B-419731; B-419731.2; B-419731.3

Date: July 15, 2021

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Charles McCarthy, Esq., and Torrie Harris, Esq., General Services Administration, for the agency.
Lois Hanshaw, Esq., and Evan C. Williams, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Where the Small Business Administration and a protester both proffer reasonable, but different, interpretations of SBA's regulations, our Office gives deference to the SBA's reasonable interpretation of its own regulation, and finds no basis to sustain a challenge to the awardee's eligibility for award of a task order set aside for small businesses where the agency's award determination was consistent with the SBA's interpretation.
 2. Protest challenging an agency's evaluation of the protester's proposal and award decision is denied where the record reflects that the evaluation was reasonable and consistent with the terms of the solicitation.
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DECISION

Odyssey Systems Consulting Group, Ltd. (Odyssey), a small business of Wakefield, Massachusetts, protests the issuance of a task order to Millennium Engineering and Integration LLC (Millennium), of Arlington, Virginia, under request for proposals (RFP) No. 47QFPA21R0004, issued by the General Services Administration (GSA) for engineering, program management, and technical support services. Odyssey challenges Millennium's eligibility for award and the agency's evaluation of proposals.

We deny the protest.

BACKGROUND

On December 18, 2020, GSA issued the RFP, through GSA e-Buy,¹ to firms holding contracts under GSA's One Acquisition Solution for Integrated Services (OASIS) Small Business (SB) Pool 5B indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 3, RFP at 2. GSA conducted this procurement on behalf of the Space and Missile Systems Center (SMC) at Kirtland Air Force Base (KAFB) in Albuquerque, New Mexico. *Id.*

The solicitation contemplated the issuance of a fixed-price task order for a 12-month base period of performance, four 1-year options, and a 6-month option to extend services under FAR clause 52.217-8, Option to Extend Services. *Id.* at 12. The task order would address SMC/KAFB's need for engineering, program management, and technical support services for the Rocket Systems Launch Program, which serves as the primary provider of launch activities for the space research and development community supporting national security objectives and missile defense programs. *Id.* at 2.

The solicitation provided that award would be made on a best-value tradeoff basis, considering technical capability and cost/price. *Id.* at 87. The technical capability factor consisted of three, equally-weighted elements: corporate experience, staffing plan, and scenario response.² *Id.* The RFP advised that the rating for the technical capability factor would be based on the overall evaluation of all elements; *i.e.*, there would not be separate ratings for each element.³ *Id.* The technical capability factor would be significantly more important than cost/price. *Id.*

¹ The GSA e-Buy system is an online tool designed to facilitate the submission of proposals for a wide variety of commercial goods and services under GSA schedules and technology contracts. See <https://www.gsa.gov/tools/supply-procurement-tools/ebuy> (last visited July 8, 2021).

² The RFP prescribed a 20-page maximum page limit for an offeror's response to the technical capability factor, including 6 pages for responding to the scenario response element. RFP at 81. Proposed resumes and signed letters of intent were excluded from the page limit count. *Id.* at 80-81.

³ Adjectival ratings from highest to lowest would be exceptional, very good, satisfactory, and unsatisfactory. RFP at 90. As relevant under the solicitation here, a rating of very good was reserved for a proposal that demonstrated a very good understanding of requirements and proposed an approach that exceeded the government's requirements. *Id.* at 91. The solicitation anticipated that such a proposal would contain at least one strength and no deficiencies, and have a low to moderate risk of unsuccessful performance. *Id.* A rating of exceptional was reserved for a proposal that demonstrated an exceptional understanding of requirements and a superior understanding of the

By the solicitation's January 19, 2021 closing date, GSA received five proposals. AR, Tab 7, Award Decision at 3. Thirty-eight days after submitting its proposal, Millennium informed the agency that it had been acquired by QuantiTech LLC, its business structure was being converted to a limited liability company, and its name had changed to Millennium Engineering and Integration LLC.⁴ AR, Tab 4, Letter from Millennium to Agency at 1. In its letter, Millennium stated that although it no longer qualified as a small business as a result of the change in control, it was still eligible for task orders set aside for small businesses, absent an order-specific recertification requirement. *Id.* at 1-2 (citing 13 C.F.R. § 121.404(a)(1)(i)(B)). Millennium also averred that although the Small Business Administration (SBA) has established a restriction on the award of a new contract in some cases where a recertification is made while a proposal is pending, it has not extended such a restriction to task order awards. *Id.* at 2 (citing 13 C.F.R. § 121.404(g)(2)(iii)). Additionally, the letter pointed out that Millennium viewed the terms of the OASIS SB Pool 5B IDIQ contract as confirming that the restrictions under section 121.404(g)(2)(iii) do not apply to task orders. *Id.* In this regard, Millennium averred that the OASIS IDIQ only limited eligibility to participate in task order solicitations issued after the change in size status and requires continued performance on all other task orders. *Id.*

Upon receiving Millennium's letter, the contracting officer for this task order sought guidance from within GSA, specifically from the contracting officer of the OASIS IDIQ contract. AR, Tab 11.2, OASIS Name Change Guidance at 2. The task order contracting officer inquired as to whether Millennium would still be eligible for award of the task order. *Id.* at 3. The OASIS IDIQ contracting officer explained that a contractor has 30 days to notify the agency of a change in business size. *Id.* He further explained that once this notice is received, the agency modifies the contract to reflect the size change, at which point, a contractor is unable to participate in subsequent small business requirements. *Id.* In this regard, the OASIS IDIQ contracting officer advised "[b]eing that we have not received an official letter from [Millennium], I would say that if you were to award a contract to [Millennium, it] would be considered a small business." *Id.* Neither the task order contracting officer, nor others within GSA, sought guidance from the SBA prior to making award.

After evaluating proposals, the final ratings were as follows:

performance work statement (PWS). *Id.* The rating scheme anticipated that such a proposal would include an approach that significantly exceeds the government's requirements; possesses multiple strengths that significantly benefit the government without any weaknesses or deficiencies; and has a low risk of unsuccessful performance. *Id.*

⁴ Millennium's prior name was Millennium Engineering and Integration Company. AR, Tab 4, Letter from Millennium to Agency at 1.

| | Odyssey | Millennium |
|----------------------|--------------|--------------|
| Technical Capability | Very Good | Exceptional |
| Price | \$20,630,025 | \$20,495,804 |

AR, Tab 7, Award Decision at 30.

The technical evaluation board (TEB) evaluated proposals for significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies. AR, Tab 10.2, TEB Consensus Evaluation at 5-8. Additionally, the TEB provided a narrative justification when assigning each offeror a rating for the technical factor. *Id.* at 6, 8. The TEB did not assess any weaknesses, significant weaknesses, or deficiencies to either Millennium’s or Odyssey’s proposals. *Id.*

The TEB rated Millennium’s proposal under the technical capability factor as exceptional and assessed Millennium’s proposal a significant strength under the staffing plan element and a strength under the scenario response element. *Id.* at 6-7. The TEB justified the rating by stating that Millennium’s proposal identified an approach that significantly exceeded the government’s requirements, demonstrated an exceptional understanding of the requirements, and showed a low risk of unsuccessful performance. *Id.* at 7.

The TEB rated Odyssey’s proposal under the technical capability factor as very good and assigned a significant strength to Odyssey’s proposal under the staffing plan element. *Id.* at 9. In justifying the rating, the TEB concluded that Odyssey’s proposal identified an approach that exceeded the government’s requirements, demonstrated a very good understanding of the requirements, and showed a low to moderate risk of unsuccessful performance. *Id.*

The contracting officer, acting as the source selection authority (SSA) conducted a comparative assessment of proposals, including consideration of price and “technical merit,” and a review of the TEB’s findings. AR, Tab 7, Award Decision at 30, 36. In comparing Odyssey’s and Millennium’s proposals, the SSA found that Millennium’s technical solution was superior to Odyssey’s. *Id.* at 34. In this regard, the SSA found the additional strength assessed under the scenario response element distinguished Millennium’s proposal from Odyssey’s. *Id.* Additionally, the SSA concluded that Millennium’s proposal offered a more robust technical approach with more unique benefits, such as recommendations for appropriate actions based on the launch mission requirements--an area anticipated to be a large and critical part of the effort here. *Id.* The SSA also found that Odyssey’s higher-priced proposal did not demonstrate any unique, unmatched benefits. *Id.* Accordingly, the SSA concluded that the multiple benefits associated with Millennium’s technical proposal, when compared to the single benefit in Odyssey’s higher-priced proposal, made Millennium’s proposal the best value overall. *Id.* at 35-36.

On April 1, GSA notified Odyssey of its decision to make award to Millennium.⁵ After requesting and receiving a debriefing, Odyssey timely protested to our Office.⁶

DISCUSSION

Odyssey contends that Millennium is ineligible for award because it failed to comply with various small business requirements and that multiple aspects of the agency's evaluation of proposals was flawed. While we do not discuss every argument or variation thereof, we have reviewed the protester's arguments and conclude that none provides a basis to sustain the protest. We discuss illustrative examples below.

Small Business Issues

Under the Competition in Contracting Act of 1984 and our Bid Protest Regulations, we review protests concerning alleged violations of procurement statutes or regulations by federal agencies in the award or proposed award of contracts for the procurement of goods and services, as well as solicitations leading to such awards. See 31 U.S.C. §§ 3551(1), 3552; 4 C.F.R. §21.1(a). As to small business matters, the Small Business Act gives SBA, not our Office, the conclusive authority to determine matters of small business size status for federal procurements. Bid Protest Regulations, 4 C.F.R. § 21.5(b)(1); *TechAnax, LLC; Rigil Corp.*, B-408685.22, Aug. 16, 2019, 2019 CPD ¶ 294 at 4.

We therefore will not, for example, review challenges to established size standards or a decision by the SBA that a company is, or is not, a small business for purposes of federal procurements. 4 C.F.R. § 21.5(b)(1); *Platinum Bus. Servs., LLC*, B-413947, Dec. 23, 2016, 2016 CPD ¶ 377 at 6. Our Office also gives deference to SBA in the interpretation of the regulations it promulgates pursuant to its statutory authority under the Small Business Act. See, e.g., *TechAnax, LLC; Rigil Corp.*, *supra*; *SKC, LLC*, B-415151, Nov. 20, 2017, 2017 CPD ¶ 366 at 4. Notwithstanding this deference, we will sustain a protest where SBA's interpretation of its regulation is unreasonable. See *ASRC Fed. Data Network Techs., LLC*, B-418028, Dec. 26, 2019, 2019 CPD ¶ 432 at 10.

⁵ On May 5, the SBA dismissed as untimely the protester's size protest filed in connection with the subject task order. SBA Dismissal of Size Challenge at 1.

⁶ This protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B); *Booz Allen Hamilton Eng'g Servs., LLC*, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12. While the task order here will be in support of a Department of Defense organization, the authority under which we exercise our task order jurisdiction is determined by the agency that awarded the underlying IDIQ task order contract, which in this instance is GSA. See *Wyle Labs., Inc.*, Dec. 5, 2016, 2016 CPD ¶ 345 at 4.

The SBA regulation applicable here, 13 C.F.R. § 121.404(g), states the basic premise that a concern that represents itself as a small business “at the time it submits its initial offer” is to be considered small for the life of that contract. 13 C.F.R. § 121.404(g). The regulation then goes on to explain that an agency may still count an award made to a concern that grows to be other than small as an award to a small business, except where a recertification of size status is required under paragraphs (g)(1), (2), and (3) of the section. *Id.* At issue in this protest is the effect of a size recertification under paragraph (g)(2), identified as an exception to the general rule in section 121.404(g), and the relationship between such a recertification and paragraph (g)(4), which contains provisions that apply to instances in which a multiple award contract is set aside for small business. 13 C.F.R. §§ 121.404(g)(2)(iii), (g)(4). We discuss the parties’ arguments regarding this regulation below.

In its protest, Odyssey raises various allegations that Millennium should have been found ineligible for award, including an assertion that Millennium should have been found ineligible under SBA regulation 13 C.F.R § 121.404(g)(2)(iii), which provides:

If the merger, sale or acquisition occurs after offer but prior to award, the offeror must recertify its size to the contracting officer prior to award. If the merger, sale or acquisition (including agreements in principal) occurs within 180 days of the date of an offer and the offeror is unable to recertify as small, it will not be eligible as a small business to receive the award of the contract. If the merger, sale or acquisition (including agreements in principal) occurs more than 180 days after the date of an offer, award can be made, but it will not count as an award to small business.

See 13 C.F.R. § 121.404(g)(2)(iii).

The protester points out that here, Millennium was acquired within 38 days of the date of the offer. Supp. Protest at 12. Thus, according to Odyssey, Millennium should be found ineligible pursuant to section 121.404(g)(2)(iii) because the acquisition occurred within 180 days of the date of the offer, and prior to award; as a result, Odyssey contends Millennium properly could not recertify as small. *Id.*

In response, GSA argues that section 121.404(g)(2)(iii) applies to recertification under the “master contract,” *i.e.*, the OASIS IDIQ, not the task order. Memorandum of Law at 8-9. Thus, the agency contends that Millennium remains eligible for award, even though the agency would be unable to count the task order award towards satisfying its small business goals. *Id.* In support of this argument, the agency relies on section 121.404(g)(4), which provides:

The requirements in paragraphs (g)(1), (2), and (3) of this section apply to Multiple Award Contracts. However, if the Multiple Award Contract was set-aside for small businesses, . . . then in the case of a contract novation, or merger or acquisition where no novation is required, where the resulting contractor is now other than small, the agency cannot count any new

orders issued pursuant to the contract, from that point forward, towards its small business goals.

See 13 C.F.R § 121.404(g)(4).

In light of the issues presented, our Office invited SBA to provide its views on its regulations, pursuant to 4 C.F.R. § 21.3(j). Electronic Protest Docketing System No. 46, June 9, 2021. As stated above, our Office will defer to SBA's reasonable judgments in matters such as this, which fall squarely within its responsibility for administering the Small Business Act. *Research & Dev. Sols., Inc.*, B-410581, B-410581.2, Jan. 14, 2015, 2015 CPD ¶ 38 at 6.

SBA provided its interpretation of the regulation in question, specifically addressing the interplay between sections 121.404(g)(2)(iii) and (g)(4). First, the SBA clarified that it interprets section 121.404(g)(2)(iii) as applicable to pending and subsequent awards, including task orders. SBA Comments at 3. Stated differently, the SBA explains that if a firm recertifies as other than small within 180 days of offer and before award, the firm will generally be ineligible for the award of either a task order or a contract. *Id.* In the SBA's view, reading section 121.404(g)(2)(iii) as applying only to contracts would impart no additional impact beyond the requirements of paragraph (g)(2)(i), which already requires recertification following a merger, sale, or acquisition. *Id.* at 4.

However, although SBA interprets section 121.404(g)(2)(iii) as applying at the task order level, the SBA proffers its interpretation that this section is not controlling for the scenario presented in this protest. In the SBA's view, section 121.404(g)(4) "provides an exception to the general rule" for size recertification between offer and award in circumstances involving a multiple award contract set aside for small businesses. *Id.* The SBA asserts that in accordance with section 121.404(g)(4), the agency can make award to Millennium, but can no longer receive small business credit for pending and future awards against Millennium's OASIS contract for three reasons: (1) because the OASIS contract is a multiple award contract; (2) the OASIS contract is set aside for small businesses; and (3) Millennium recertified as other than small following an acquisition. *Id.* at 5.

Here, section 121.404(g)(2)(iii) establishes three rules regarding recertification and the effect thereof: (1) where an acquisition occurs after an offer, but prior to award, an offeror must recertify; (2) where an acquisition occurs within 180 days of the date of an offer, and the offeror cannot recertify as small, it is ineligible to receive award of the contract; and (3) where the acquisition occurs more than 180 days after an offer, and the offeror cannot recertify as small, award can be made, but it will not count as an award to small business. 13 C.F.R § 121.404(g)(2)(iii). Section 121.404(g)(4) makes clear that the requirements of section (g)(2) apply to multiple award contracts. This section also states that when such contracts are set aside for small businesses, an agency is restricted from counting subsequent task order awards towards its small business prime contracting goals where the resulting contractor is other than small. 13 C.F.R § 121.404(g)(4).

The regulation at issue here is not a model of clarity. On the one hand, the result identified by section 121.404(g)(2)(iii) could apply here just as easily as the result outlined in section 121.404(g)(4). In attempting to reconcile the applicability of these two provisions, we note that the SBA has expressly identified a rule that would result in ineligibility of an entity under section 121.404(g)(2)(iii), but has not expressly revoked that rule under section 121.404(g)(4). On the other hand, while section 121.404(g)(4) is silent on a firm's eligibility for award, its express indication--that new orders issued under a multiple award contract to firms that are other than small cannot count against an agency's small business contracting goals--implies (or seems to assume) that the agency is permitted to issue task orders to firms when the procurement is set aside for small businesses.

In our view, the protester's contention that section 124.404(g)(4) only repeats the rules already set forth in section 121.404(g)(2)(iii) would render much of the language in (g)(4) surplusage. In contrast, we note that section 121.404(g)(2)(iii) shows that the drafters knew how to draw distinctions between a firm's ineligibility and the agency's ability to count contract awards towards small business goals, and yet did not do so in this provision.

In summary, this protest presents a very close question and we are not convinced that SBA's interpretation is the only reasonable interpretation of the regulation at issue. We nevertheless conclude it is appropriate in this case to defer to the SBA's interpretation of its own regulation; an interpretation that permits GSA to make award to Millennium, while prohibiting GSA from counting the award towards its small business goals. In this regard, we accept as reasonable SBA's interpretation that section 121.404(g)(4) overlays additional considerations when the rules under paragraph (g)(2) apply to a multiple award contract set aside for small businesses. Additionally, because the drafters did not draw a distinction between ineligibility and counting in section 121.404(g)(4), ultimately, we have no basis to disagree with SBA's interpretation that this provision, in essence, carves out a different rule for scenarios in which a multiple award contract is set aside for small businesses and an offeror becomes other than small within 180 days of submitting its offer.

In reaching this conclusion, we have fully considered the protester's arguments, and acknowledge that Odyssey's interpretation of the SBA's regulations may also be reasonable. Specifically, the protester points out that the ineligibility rule expressly set forth in section 121.404(g)(2)(iii) is not expressly revoked in section (g)(4), and on this basis, contends that Millennium is ineligible for award despite the language in (g)(4) that suggests that subsequent awards can be made to firms that are no longer small. While the protester's reading of the regulation appears reasonable on its face, we find that the SBA's interpretation is also reasonable. Our Office previously has given deference to SBA's interpretation of its regulations where, as here, both the protester and SBA have offered reasonable interpretations. *SKC, LLC, supra* at 5 n.2.

Moreover, we note that the protester failed to properly avail itself of the opportunity to challenge Millennium's size status with SBA. As stated above, after receiving notice of the agency's award decision, the protester filed an untimely size protest with the SBA. See SBA Dismissal of Size Challenge at 1. Given SBA's conclusive authority to determine matters of small business size status for federal procurements, and given Odyssey's failure to bring a timely protest to the SBA, we are reluctant to disturb an agency's award decision in this situation.

Thus, under the unique circumstances presented here, we deny the protester's argument that Millennium was ineligible for award.

Evaluation Challenges

The protester contends the agency's evaluation of Odyssey's technical proposal was flawed and unequal. Supp. Protest at 12, 17; Comments and Supp. Protest at 1, 5. In this regard, the protester asserts that it should have received additional strengths and a higher rating for the technical factor. Supp. Protest at 17. The protester also argues that the agency engaged in disparate treatment in its evaluation of Odyssey's and Millennium's proposals under the scenario response element. Comments and Supp. Protest at 5. In addition, the protester alleges that the agency erred in making its best-value tradeoff decision. Supp. Protest at 33.

In a protest challenging an agency's evaluation of task order proposals, our Office will not reevaluate proposals but we will review the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *IPKeys Techs., LLC*, B-416873.2, B-416873.3, 2019 CPD ¶ 138 at 5. The protester's disagreement with the agency's conclusions, without more, is not sufficient to establish that an agency acted unreasonably. *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, 2012 CPD ¶ 48 at 7. We discuss representative examples below.

Adjectival Ratings

Odyssey first argues that the agency unreasonably assigned the adjectival ratings given to its proposal. The protester contends that its evaluation under each element of the technical factor should have received additional strengths and resulted in a higher adjectival rating for the technical factor than assigned. Supp. Protest at 17, 33.

We find no basis to sustain the protest. As we have consistently noted, the ratings assigned to a proposal, be they numeric or adjectival scores, are merely guides for intelligent decision making. *Advantaged Tech., Inc.*, B-414974, B-414974.2, Oct. 27, 2017, 2017 CPD ¶ 340 at 4. The ratings assigned largely are immaterial, provided that the evaluators and source selection officials have considered the underlying bases for the ratings, including the specific advantages and disadvantages associated with the content of the proposals. *Id.*

Here, the record shows that, in fact, the evaluators and the SSA gave detailed consideration to the substance of Odyssey's proposal and thoroughly documented their findings. See, e.g., AR, Tab 10.2, TEB Consensus Evaluation; Tab 7, Award Decision. For example, the TEB evaluated whether Odyssey's proposal identified any significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies and found that Odyssey's proposal warranted a significant strength only under the staffing plan element. AR, Tab. 10.2, TEB Consensus Evaluation at 7-8. Additionally, the TEB provided a narrative justification for the rating assigned to the technical factor. *Id.* at 8. The SSA then performed a comparative assessment of both proposals and determined Millennium's proposal offered the agency a better value. AR, Tab 7 Award Decision at 34-36. Under these circumstances, the assignment of one adjectival rating versus another largely was immaterial, since the agency's evaluation accurately reflected the merits of the Odyssey's proposal. We therefore have no basis to object to this aspect of the agency's evaluation.⁷

Disparate Treatment

Finally, Odyssey argues that only Millennium's proposal was given a strength under the scenario response element for its in-depth knowledge of available launch options and contract vehicles despite Odyssey's proposal also demonstrating a similar depth of knowledge. Comments and Supp. Protest at 5.

It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their proposals evenhandedly against the solicitation's requirements and evaluation criteria. *Rockwell Elec. Commerce Corp.*, B-286201 *et al.*, Dec. 14, 2000, 2001 CPD ¶ 65 at 5. However, when a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the proposals. *CACI, Inc.-Fed.*, B-419371.3, Feb. 26, 2021, 2021 CPD ¶ 147 at 5. To prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its proposal for features that were substantively indistinguishable from, or nearly identical to, those contained in other proposals. *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶ 176 at 5.

The record shows that in assessing a strength to Millennium's proposal, the agency identified a chart in which Millennium outlined detailed information on launch service options, including cost, schedule, performance benefits, concerns, and risks for each option identified. AR, Tab 13, Millennium Technical Proposal at II-26. In this regard, the agency noted that the comparison between contract options demonstrated critical thinking skills that were advantageous to the government. AR, Tab 7, Award Decision at 13. Odyssey's proposal discussed launch service options, however, it did not include all the information identified in Millennium's chart or provide comparisons about each

⁷ Based on our conclusions here, we find no merit to the protester's challenge that the agency's best-value tradeoff determination was flawed because Odyssey's technical capability factor should have been rated as exceptional. See Supp. Protest at 33.

option. See, e.g., AR, Tab 9.2, Odyssey Technical Proposal at 27. The agency did not assess a strength to Odyssey's proposal. AR, Tab 7, Award Decision at 14.

We find no basis to conclude that the agency's evaluation was unequal. Although the protester contends that its proposal was nearly identical to the awardee's, this allegation is not borne out by the record. Instead, the record shows that Millennium's response was more detailed than Odyssey's. On these facts, we find the agency's evaluation to be unobjectionable. Accordingly, we deny this basis of protest.⁸

The protest is denied.

Thomas H. Armstrong
General Counsel

⁸ Additionally, Odyssey argues that Millennium's technical proposal exceeded the RFP's 20-page limitation for responses to the technical capability factor, including a 6-page limit for responding to the scenario response element. See RFP at 80-81. Here, the record shows that Millennium's technical proposal--excluding pages devoted to key personnel resumes and letters of intent, which the RFP indicated would not count against page limits--spanned 20 pages, including 6 pages for the scenario response. AR, Tab 13, Millennium Technical Proposal at II-1 to II-14; II-21 to II-26. Accordingly, Millennium's allegation in this regard is without merit.