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# Decision

**Matter of:** RIVA Solutions, Inc.

**File:** B-418952; B-418952.2

**Date:** October 27, 2020

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Elizabeth N. Jochum, Esq., and Todd M. Garland, Esq., Smith Pachter McWhorter PLC, for the protester.

Antonio R. Franco, Esq., Patrick T. Rothwell, Esq., and Jonathan I. Pomerance, Esq., PilieroMazza PLLC, for Alpha Omega Integration, LLC, the intervenor.

James Rhodes, Esq., Department of Commerce, for the agency.

April Y. Shields, Esq., and Christina Sklarew, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the agency's evaluation of the protester's and the awardee's quotations is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation.
  2. Protest challenging the acceptability of the awardee's quotation for allegedly departing from administrative requirements is denied where the solicitation did not prohibit such a submission.
  3. Protest challenging the agency's selection of a higher-rated, higher-priced quotation is denied where the record shows that the agency's best-value tradeoff decision was reasonable and consistent with the terms of the solicitation.
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## DECISION

RIVA Solutions, Inc., of McLean, Virginia, protests the issuance of a task order to Alpha Omega Integration, LLC, of Vienna, Virginia, under request for quotations (RFQ) No. 1332KP20QNAAA0012, issued by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), for information and technology support services. The protester challenges various aspects of the agency's evaluation and best-value tradeoff decision. The protester also argues that the agency should have rejected the awardee's quotation for allegedly departing from the solicitation's formatting requirements.

We deny the protest.

## BACKGROUND

The RFQ, issued on April 9, 2020, was set aside for 8(a) small business vendors holding contracts under the General Services Administration (GSA) Federal Supply Schedule (FSS) No. 70 (Information Technology). Agency Report (AR), Tab 1, RFQ; Tab 3, RFQ amend. 1.<sup>1</sup> The RFQ sought a contractor for information and technology support services for NOAA's National Centers for Environmental Information, which is "the world's largest provider of environmental information." RFQ amend. 1 at 34. Specifically, the contractor would be responsible for, among other things, operations and maintenance of information technology systems and "system administration support for [National Centers for Environmental Information] infrastructure, data management, and software development activities." *Id.* at 38. The RFQ includes a performance work statement (PWS) that provides, as relevant here, that the agency anticipates migrating its data, systems, and other capabilities to a commercial cloud infrastructure during the performance of the task order; and that the task order includes four places of performance, including a primary headquarters location in Asheville, North Carolina. *See id.* at 34-35, 39, 42.

The RFQ contemplated the issuance of a hybrid fixed-price and time-and-materials task order to be performed over a base period of 6 months, with five option periods (including four 1-year options and one 6-month option), and a 6-month extension option. RFQ amend. 1 at 16, 20.

The RFQ stated that award would be made on a best-value tradeoff basis, considering four factors: technical approach, management plan, past performance, and price. The RFQ advised that all of the evaluation factors other than price, when combined, were more important than price. RFQ at 7. With regard to administrative requirements, the RFQ provided that "the quotation shall use a minimum of 12 point (Times New Roman) font, but that "charts, tables, and graphics may use a minimum of 10 point font." RFQ amend. 1 at 13. The RFQ also required vendors to prepare quotations in three separate volumes and specified, of relevance here, a 3-page limit for the past performance volume. *Id.* at 14.

Under the technical approach and management plan factors, the RFQ provided that the agency would evaluate quotations based on the extent to which they demonstrate understanding and capability of performing the requirements in the PWS. RFQ at 7. The evaluation of a quoter's technical approach would also consider "the soundness and completeness of the proposed methodology to perform the requirements." *Id.* The evaluation of the management plan would also consider "the level of effort and the mix of labor proposed to perform the requirements." *Id.* For these factors, quotations were assigned ratings of outstanding, good, acceptable, marginal, and unacceptable.

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<sup>1</sup> The agency amended the RFQ once. All citations are to the most recent version of the relevant sections of the RFQ.

Contracting Officer’s Statement at 7 (explaining that that these adjectival ratings, while not provided in the RFQ, were used by the evaluators for these factors).

On or before the April 30 closing date, the agency received quotations from 14 vendors, including RIVA and Alpha Omega. The quotations from RIVA and Alpha Omega were evaluated as follows:

	<b>RIVA</b>	<b>Alpha Omega</b>
<b>Technical Approach</b>	Good	Good
<b>Management Plan</b>	Acceptable	Good
<b>Past Performance</b>	High Likelihood of Success	High Likelihood of Success
<b>Total Evaluated Price<sup>2</sup></b>	\$15,737,800	\$17,302,695

AR, Tab 16, SSD at 4-5, 9.

Based on the evaluation results—including the technical evaluation team (TET) report that included an evaluation report for each quotation and a consensus memorandum from the TET chair—the source selection authority (SSA), who also served as the contracting officer, “conducted an integrated assessment and trade-off analysis of the price and non-price factors” and concluded that Alpha Omega’s quotation was the most advantageous and offered the best overall value under the terms of the solicitation. AR, Tab 16, SSD at 9. The SSA noted:

Alpha Omega’s proposal not only described an exceptional skill and approach for meeting the operations and maintenance requirements, it also communicated their unique insight into [the National Environmental Satellite, Data and Information Services’] plans for cloud migration and a clear plan for helping [National Centers for Environmental Information] prepare for moving into the commercial cloud. Alpha Omega’s proposal conveyed an exceptional understanding of the Level of Effort [ ] required to perform the requirements over the life of the contract and proposed an outstanding program management team to oversee the contract.

AR, Tab 16, SSD at 9; see *also* AR, Tab 15, Memorandum Accompanying TET Report, May 19, 2020, at 2. The SSA further noted:

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<sup>2</sup> The total evaluated price included the 6-month extension option period. RFQ at 8 (explaining how the agency would calculate the price for the 6-month extension option period, and then add that to the base and other option years to calculate total price). However, the record shows, and the agency explains, that the task order was issued to Alpha Omega with a total value of \$15,894,840, which does not include the 6-month extension option period. AR, Tab 16, Business Clearance Memorandum (Source Selection Document – SSD), July 13, 2020, at 1; Memorandum of Law (MOL) at 1.

The Government is also unwilling to accept an offer that, while similar to Alpha Omega in technical and past performance merit (GOOD), received a lower Management Plan rating (ACCEPTABLE). [A number of vendors, including RIVA] were rated as such. . . . RIVA's price is \$1,564,895 lower than Alpha Omega, a 10% discount. Considering that Price is less important than the combined non-price factors, the Government does not find [ ] these quotes to be the best value. The relatively modest cost savings over 5.5 years does not outweigh the lower benefit and higher risk from their management plans. The staffing approach by RIVA [and another vendor] were the main drivers behind their Management Plan ratings. Specifically, RIVA's Management Plan contained a significant weakness for their staffing plan, which was confusing to the point of showing a lack of understanding of the requirement. The proposed location and level of effort proposed by RIVA was a major flaw that put the successful execution of the contract at risk. . . . In comparison, Alpha Omega received a significant strength for their proposed level of effort, as it carefully mapped out the level of effort by function and accurately captured decreasing level of effort based on data center consolidation and migration into the commercial cloud. This significant strength substantially decreases risk to the Government.

AR, Tab 16, SSD at 9.

After receiving the notification of award to Alpha Omega along with a brief explanation, RIVA filed this protest with our Office.

## DISCUSSION

RIVA challenges various aspects of the agency's evaluation of its and the awardee's quotations under the technical approach and management plan factors. RIVA also argues that the agency should have rejected the awardee's proposal for allegedly departing from administrative requirements. Finally, RIVA challenges various aspects of the agency's best-value tradeoff decision. We have reviewed all of RIVA's arguments and discuss below several representative examples of RIVA's assertions, the agency's responses, and our conclusions. Based on our review, we find no basis to sustain RIVA's protest.<sup>3</sup>

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<sup>3</sup> In its various protest submissions, RIVA has raised arguments that are in addition to, or variations of, those specifically discussed below. We have considered all of RIVA's arguments and find no basis to sustain its protest. For example, RIVA contends that the agency disparately evaluated the quotations by assessing, for their respective failures to address and understand the PWS requirements, a significant weakness in RIVA's quotation under the management approach factor and a weakness in Alpha Omega's quotation under the technical approach factor. Comments and Supp. Protest at 16. Where a protester alleges unequal treatment in a technical evaluation, it must show that

## Evaluation

RIVA presents multiple allegations regarding the agency's evaluation of its and the awardee's quotations. Under the technical approach factor, RIVA and Alpha Omega received "good" ratings, while under the management approach factor, RIVA received an "acceptable" rating and Alpha Omega received a "good" rating. AR, Tab 16, SSD at 9; AR, Tab 15, Memorandum Accompanying TET Report at 3.

For example, with regard to the management approach factor, RIVA generally contends that its own quotation "warranted strengths and the highest possible adjectival rating." Protest at 7. For this factor, the agency evaluators assigned an "acceptable" rating to RIVA's quotation, and assessed three strengths, one weakness, and one significant weakness. RIVA's specific challenges include disagreement with the assessment of the significant weakness for its proposed level of effort, which the SSA in the best-value tradeoff decision described as "the main driver" behind the rating that RIVA received. AR, Tab 16, SSD at 10.

The record shows that the TET assessed a significant weakness in RIVA's quotation under the management approach factor because "the staffing profile is extremely confusing and puts into question how well the offeror understands the requirement." AR, Tab 14, TET Report for RIVA at 1. The TET report then describes six concerns, including: "there are [REDACTED] help desk staff in [[REDACTED] locations] to provide desktop hardware support"; and "[REDACTED] System Administrators in [the Asheville, North Carolina location] would result in mission failure." *Id.* In their various briefings, the protester refutes, and the agency explains, each of these six concerns. See Comments and Supp. Protest at 12-14; Supp. MOL at 16-23; Supp. Comments at 13-17. The record also shows that the SSA similarly noted concerns about RIVA's staffing in the best-value tradeoff decision: "Specifically, RIVA's Management Plan contained a significant weakness for their staffing plan, which was confusing to the point of showing a lack of understanding of the requirement. The proposed location and level

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the differences in ratings did not stem from differences between the offerors' proposals. See, e.g., *Northrop Grumman Sys. Corp.*, B-406411, B-406411.2, May 25, 2012, 2012 CPD ¶ 164 at 8. RIVA has not made this showing here, nor with respect to its other various allegations of disparate treatment.

As another example, RIVA contends that some of its various allegations should be sustained because, in its view, the agency "effectively concedes" these allegations. Supp. Comments at 17, citing *Best Value Tech, Inc.--Costs*, B-412624.3, Feb. 6, 2017, 2017 CPD ¶ 50 at 5 and *TriCenturion, Inc.; SafeGuard Servs., Inc.*, B-406032 *et al.*, Jan. 25, 2012, 2012 CPD ¶ 52 at 17 (sustaining a protest ground where the agency did not respond to the merits of the protester's arguments). Based on our review of the record, RIVA's characterization of the agency's response here as conceding certain allegations is inaccurate, and therefore its reliance on those decisions is misplaced.

of effort proposed by RIVA was a major flaw that put the successful execution of the contract at risk.” AR, Tab 16, SSD at 10.

Where, as here, an agency issues an RFQ to GSA FSS contractors under Federal Acquisition Regulation (FAR) subpart 8.4 and conducts a competition, we will review the record to ensure that the agency’s evaluation is reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. The evaluation of vendors’ technical quotations is a matter within the agency’s discretion, and GAO will not perform its own technical evaluation, or substitute its judgment for that of the procuring agency. See, e.g., *NextStep Tech., Inc.*, B-416877, Jan. 3, 2019, 2019 CPD ¶ 16 at 4. A protester’s disagreement with the agency’s judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra*.

Based on this record, we find no basis to question the agency’s assessment of this significant weakness. With regard to the agency’s concern that RIVA’s quotation included “[REDACTED] help desk staff in [[REDACTED] locations] to provide desktop hardware support,” we find that the protester’s arguments amount to no more than disagreement with the agency’s judgment. For instance, the protester argues that “the RFQ lacked any requirement for offerors to provide help desk personnel at each location and remote provision of help desk services is common in the [information technology] field.” Comments and Supp. Protest at 12. While the agency acknowledges the protester’s view that “remote help desk support is common in many instances,” Supp. MOL at 18, the agency points out here that the PWS requires that the contractor “shall provide . . . operational Help Desk team staffing appropriate at each [National Centers for Environmental Information] office to perform [functions]” and that such functions include “[p]rovid[ing] direct desktop support.” RFQ amend. 1 at 42. In this regard, the agency explains that the requirements mean “in-person assistance at the user’s office desk” and these were not met by RIVA’s proposed approach. Supp. MOL at 18.

The protester further complains, in the context of this concern, that the agency “ignor[ed] RIVA’s statement in its proposal that, even if not specifically designated a ‘help desk’ employee, RIVA’s team of personnel are capable of meeting the RFQ requirements due to [REDACTED].” Comments and Supp. Protest at 12. We find no basis to question the agency’s view that RIVA’s quotation “does not actually explain” this proposed approach and, therefore, still did not meet the requirements. Supp. MOL at 19. We note that an offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its quotation or risks that its quotation will be evaluated unfavorably where it fails to do so. See, e.g., *Johnson Controls, Inc.*, B-407337, Nov. 20, 2012, 2012 CPD ¶ 323 at 4.

With regard to the agency’s additional concern that RIVA’s proposed use of [REDACTED] system administrators in the Asheville location “would result in mission failure,” AR, Tab 14, TET Report for RIVA at 1, we also find no basis to question the

agency's judgment. The protester asserts that "RIVA's understanding, based on industry knowledge, is that this staffing level for system administrators is consistent with incumbent staffing levels." Comments and Supp. Protest at 14. The agency counters that it estimated an initial level of eight system administrators in the Asheville location during the base period, "which is in line with the current staffing levels on the incumbent contract," and that it reasonably concluded that RIVA's proposed use of [REDACTED] system administrators there did not meet the requirements. Supp. MOL at 22; see also TET Chair Statement, Sept. 15, 2020, at 2-3 (further explaining that "[w]hile the [independent government cost estimate] and historic levels alone are not determinative, RIVA's offering of only [a] [REDACTED] of the system administrators that were expected at the primary data center, without sufficient explanation, is considered woefully inadequate"). While RIVA believes that the agency's response amounts to an "unsupported statement made in the heat of the protest," Protester's Supp. Comments at 17, the protester has not established that the agency's judgment was unreasonable.

Turning to another example of an evaluation challenge, RIVA generally contends that Alpha Omega's quotation should have been rated lower. Protest at 8 (arguing that "Alpha Omega's Technical Approach could not have been as uniquely suited to the needs of the NOAA customer as RIVA's" and that "[i]f the Agency had reasonably evaluated Alpha Omega, it would have received lower adjectival ratings in all three non-price factors"). RIVA specifically challenges, among other things, the assessment of a significant strength in Alpha Omega's quotation under the technical approach factor "with respect to its focus on cloud migration at the expense of the RFQ's actual requirements." Comments and Supp. Protest at 11.

The PWS provides that the agency anticipates migrating its data, systems, and other capabilities to a commercial cloud infrastructure during the performance of the task order. RFQ amend. 1 at 34-35. In this regard, the PWS provides: the agency's "systems will be designed using cloud technologies in preparation for an eventual partial or full migration to the commercial cloud"; the agency "expects to begin transitioning capabilities to the commercial cloud in the [fiscal year] 21-23 timeframe," during the anticipated performance of the task order; and "[t]his PWS includes the flexibility to transition [operations and maintenance] support from private to commercial cloud infrastructure." *Id.* at 39. While the protester argues that cloud migration "is not the anticipated scope of work," Comments and Supp. Protest at 11, the agency points to the PWS and responds that "RIVA underplays the relationship between the [operations and maintenance] work in the PWS with the planned cloud migration." Supp. MOL at 15.

The TET found that Alpha Omega's "proposed expert team and their understanding of the [agency's National Environmental Satellite, Data and Information Services] cloud programs is a significant strength that exceeds the requirement to support the [ ] transition to the cloud." AR, Tab 13, TET Report for Alpha Omega at 1. The agency also explains that "[t]his experience with NOAA was considered to be particularly beneficial due to the fact that cloud migration is planned to occur during performance of this contract." MOL at 15.

Here, we find reasonable the agency's assessment of this significant strength in the awardee's quotation. To the extent the protester complains that, in assessing a weakness to Alpha Omega's quotation, the agency found "too much focus on [the commercial cloud] could put meeting other [operations and maintenance] requirements at a slight risk," Comments and Supp. Protest at 11, *citing* AR, Tab 13, TET Report for Alpha Omega at 1, we think that the protester has not explained why such an evaluation is unreasonable or warrants correction. RIVA's assertion that "this risk was more than slight" reflects the protester's disagreement with the agency's judgment, but does not show that judgment to be unreasonable. In sum, this and the protester's various other evaluation challenges are denied.

### Administrative Requirements

Next, RIVA contends that the agency should have rejected Alpha Omega's quotation for allegedly violating the solicitation's formatting requirements. The RFQ provided that "the quotation shall use a minimum of 12 point (Times New Roman)" font but that "charts, tables, and graphics may use a minimum of 10 point font." RFQ amend. 1 at 13. The RFQ also specified a 3-page limit for the past performance volume. *Id.* at 14. Based on these administrative requirements and its review of the awardee's quotation that was included in the agency report, RIVA asserts that "Alpha Omega simply put boxes around the entirety of its 10-point font Past Performance volume in an effort to evade the RFQ's 12-point font requirement." Comments and Supp. Protest at 9; *see also* Supp. Comments at 9-11.

The record shows, and the agency explains, that Alpha Omega's past performance volume discussed three past performance examples, each of which consisted of a one-page table in 10-point font and "included narrative text, the bulk of which tied the relevance of these past performance examples to various sections of the solicitation's [PWS]." Supp. MOL at 10-11; *see* AR, Tab 8, Alpha Omega Quotation Volume III – Past Performance, Apr. 30, 2020. The agency then asserts that, "[b]ecause the solicitation did not restrict the usage of tables in presenting past performance information, Alpha Omega's proposal did not violate the instructions." Supp. MOL at 11.

Agencies are required to evaluate quotations consistently, and in accordance with a solicitation's instructions, including any instructions relating to a quotation's format and page limitations. *See DPK Consulting*, B-404042, B-404042.2, Dec. 29, 2010, 2011 CPD ¶ 12 at 4-6. As a general matter, firms competing for government contracts must prepare their submissions in a manner consistent with the format limitations established by the agency's solicitation, including any applicable page limits. *IBM U.S. Fed., a div. of IBM Corp.; Presidio Networked Sols., Inc.*, B-409806 *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 at 12. Consideration of submissions that exceed established page limitations is improper in that it provides an unfair competitive advantage to a competitor that fails to adhere to the stated requirements. *Id.* at 12-13. However, where a solicitation (1) establishes font size requirements, (2) provides an exception to those requirements for tables, graphs and charts, and (3) does not limit the content that may be included in those excepted portions of an offeror's technical submission, we will not sustain a



protest based on complaints regarding the content of such tables, graphs, or charts. *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, 2019 CPD ¶ 181 at 7-8, citing *DKW Commc'ns, Inc.*, B-412652.3, B-412652.6, May 2, 2016, 2016 CPD ¶ 143 at 4.

While RIVA continues to argue that the awardee's quotation violated this standard, here, the solicitation did not prohibit vendors from using tables in the past performance volume, nor limit the content of the tables for which a smaller font size was permitted. On this record, we cannot conclude that the agency was unreasonable in evaluating Alpha Omega's quotation as complying with the solicitation's formatting requirements. RIVA's protest regarding this matter is denied.

### Best-Value Tradeoff Decision

RIVA challenges the agency's best-value tradeoff decision, including various allegations that: it was based on alleged evaluation errors; the agency "fail[ed] to provide a rational explanation" for its selection of Alpha Omega's higher-rated, higher-priced quotation; the agency conducted a "de facto exclusion of [vendors] such as RIVA that received 'acceptable' ratings for" the management plan factor; and the agency "failed to perform a qualitative comparison" of the quotations, given that RIVA and Alpha Omega received equal ratings under the technical approach and past performance factors. Comments and Supp. Protest at 3-7, 16-17.

Where, as here, a procurement conducted pursuant to FAR subpart 8.4 provides for issuance of a task order on a best-value tradeoff basis, it is the function of the source selection authority to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 6; *The MIL Corp.*, B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. An agency may select the higher-rated, higher-priced quotation as reflecting the best value to the agency where that decision is consistent with the evaluation criteria and the agency reasonably determines that the technical superiority of the higher-priced quotation outweighs the price difference. *Amyx, Inc.*, B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 17.

Based on our review of the record, and as discussed above, we conclude that the agency's evaluation and source selection decision were reasonable and in accordance with the terms of the solicitation. Here, the record shows that the SSA considered the underlying evaluation and provided a well-reasoned basis for a tradeoff that considered the advantages provided by Alpha Omega's quotation and justified paying Alpha Omega's higher price. See AR, Tab 16, SSD; AR, Tab 15, Memorandum Accompanying TET Report. Further, notwithstanding the protester's disagreement, RIVA has not established that it was improper for the SSA to consider that RIVA's quotation was "similar to Alpha Omega in technical and past performance merit," AR, Tab 16, SSD at 9, nor to, as the agency argues, "reasonably focus[] the tradeoff analysis on key differences between Alpha Omega's and RIVA's staffing plans." Supp.

MOL at 6. As such, this and the protester's various other challenges to the agency's best-value tradeoff decision are denied.

Finally, to the extent the protester alleges that various aspects of the agency's evaluation and best-value tradeoff decision lack documentation, we disagree. For procurements conducted pursuant to FAR subpart 8.4 and requiring a statement of work, such as this one, FAR 8.405-2(f) designates minimum documentation requirements. See, e.g., *USGC Inc.*, B-400184.2 *et al.*, Dec. 24, 2008, 2009 CPD ¶ 9 at 8-9. Our Office has also found that in the context of a FAR subpart 8.4 procurement, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. *Advanced Tech. Sys., Inc.*, B-298854, B-298854.2, Dec. 29, 2006, 2007 CPD ¶ 22 at 8. Here, we think that the agency sufficiently documented its judgments and conclusions in such a manner that, when the record is considered as a whole, there is no basis to find the evaluation and best-value tradeoff decision unreasonable.

The protest is denied.

Thomas H. Armstrong  
General Counsel