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Decision

Matter of: RIVA Solutions, Inc.

File: B-418408

Date: March 31, 2020

Devon E. Hewitt, Esq., Michael E. Stamp, Esq., and Scott M. Dinner, Esq., Protorae Law PLLC, for the protester.
Lieutenant Colonel Stephen Hernandez, Robert B. Neill, Esq., and Zachary Jacobson, Esq., 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

Protest challenging the agency's evaluation of the protester's technical proposal is denied where the agency reasonably found the protester's proposal unacceptable.

DECISION

RIVA Solutions, Inc. (RIVA), an 8(a) small business of Mclean, Virginia, protests the award of a contract to Applied Development, LLC (Applied), an 8(a) small business of Baltimore, Maryland, under request for proposals (RFP) No. W91QV1-20-R-0001, issued by the Department of the Army for comprehensive strategic communication management support services to the US Army Medical Command's (MEDCOM) Warrior Care and Transition Program.

The protest is denied.

BACKGROUND

The solicitation was issued on September 12, 2019, under Federal Acquisition Regulation (FAR) part 15, Contracting by Negotiation and part 12, Acquisition of Commercial Items, as a set-aside for companies participating in the Small Business Administration's 8(a) Business Development Program. Agency Report (AR), Tab 3, RFP at 1, 74. The RFP sought a contractor to assist MEDCOM in meeting its mission to provide centralized oversight, guidance, advocacy, and empowerment to wounded, ill, and injured soldiers, veterans, and families by providing a comprehensive transition plan for successful reintegration into active duty or veteran status. Id. at 20. The RFP

contemplated award on a lowest-price, technically acceptable basis for a six-month base period and three 1-year option periods. Id. at 21, 74.

Proposals would be evaluated based on two factors: price and technical. Id. at 74. The RFP required that an offeror's technical proposal thoroughly address and convey the ability to successfully complete the requirements of the performance work statement (PWS). Id. at 71.

The technical factor identified three subfactors, including, as relevant here, the resume subfactor, which required offerors to submit a resume for eight labor categories identified in the RFP. Id. at 74-75. Resumes would be evaluated in accordance with the minimum criteria identified for each specific labor category. Id. at 74. As relevant here, the minimum criteria for the web developer's resume required a candidate that possessed a "Bachelor's degree in [C]omputer [S]cience or other related discipline."¹ Id. at 75.

The agency received 31 proposals, including RIVA's, by the October 11 closing date. AR, Tab 8, Source Selection Decision Document (SSDD), at 1. RIVA's proposal included a resume that identified its proposed web developer's education as a "Bachelor of Arts in Radio, Television, and Film, and in English (double major), including courses in programming languages." AR, Tab 6, RIVA Proposal, at 22.

After evaluating proposals, the source selection evaluation board (SSEB) rated RIVA's proposal as unacceptable under the resume subfactor and unacceptable under the technical factor. AR, Tab 8, SSDD, at 12. The SSEB concluded that the web developer's Bachelor of Arts in Radio, Television, and Film and English did not meet the requirement to have a Bachelor's degree in Computer Science or other related discipline. Id. The Contracting Officer (CO), acting as source selection authority (SSA), reviewed the proposals and concurred with the SSEB's conclusion that RIVA's proposal was unacceptable under the resume subfactor.² Id. at 14; COS at 3. The SSEB rated Applied's proposal as acceptable under the technical factor and each technical subfactor. AR, Tab 8, SSDD, at 15.

¹ The minimum criteria for the web developer's resume was identical to the PWS section addressing the qualifications for key personnel, which identified the web developer as one of two key positions. See RFP at 27, 75. The RFP did not define what constituted an "other related discipline" and the record does not show that the protester challenged this issue prior to the closing time for receipt of proposals. Id. at 75.

² Although the SSEB rated RIVA's proposal as unacceptable under a second subfactor of the technical factor, the SSA disagreed with this finding and concluded that RIVA's proposal was unacceptable under only the resume subfactor. CO Statement (COS) at 3.

Applied's total price was \$4,768,566 and RIVA's total price was \$4,636,786.³ AR, Tab 9, Price Negotiation Memorandum, at 2. However, since Applied's proposal was deemed technically acceptable and RIVA's was not, the agency selected Applied's proposal for award. AR, Tab 8, SSDD, at 14. Following a debriefing and an agency-level protest, which was denied on December 31, RIVA protested to our Office on January 10, 2020.

DISCUSSION

RIVA contends that the agency erred in finding the protester's proposal unacceptable under the resume subfactor of the technical factor. RIVA asserts that the agency unreasonably concluded that the web developer's resume did not meet the RFP's minimum criteria based on only the title of the degree. Protest at 4.

The agency explains that it attempted to consider more than the title of the degree, including comparing the coursework necessary for the web developer's double majors with a degree in Computer Science. The agency asserts, however, that it was limited to the information provided in the proposal, which did not explain how the web developer's degree was related to Computer Science, the institution from which the degree was earned, or the coursework required for the degree.⁴ Memorandum of Law (MOL) at 7; COS at 5.

In this regard, the agency explains that based on the limited information available in the proposal, it concluded that the web developer's degree did not constitute a discipline related to Computer Science. MOL at 7. In response, the protester contends that the agency was on notice that the resume identified "work in computer programming," which, the protester asserts is "unquestionably" part of the field of Computer Science, and that the agency should have clarified any doubts regarding the matter with RIVA. Comments at 3.

The evaluation of an offeror's proposal is a matter within the agency's discretion. ARServices, Ltd., B-417561, B-417561.2, Aug. 19, 2019, 2019 CPD ¶ 297 at 4. In reviewing protests of alleged improper evaluations, it is not our role to reevaluate proposals; rather, we will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement laws and regulations. IN2 LLC, B-408099 et al., June 18, 2013,

³ The RFP defined total price as the base period, option years, and option to extend services under FAR clause 52.217-8. RFP at 74.

⁴ We find the details provided by the contracting officer's explanation of his analysis are consistent with the information in the technical evaluation, and RIVA's proposal. Accordingly, we consider this information to represent post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and not post-hoc rationalizations. See, e.g., GloTech, Inc., B-416967, Jan. 15, 2019, 2019 CPD ¶ 59 at 5 n.10.

2013 CPD ¶ 149 at 5. An offeror has the burden of submitting an adequately written proposal, and it runs the risk that its proposal will be evaluated unfavorably when it fails to do so. HelpingGov Corp., B-412257, Dec. 15, 2015, 2015 CPD ¶ 394 at 3. A protester's disagreement with an agency's judgment, without more, is not sufficient to establish that an agency acted unreasonably. A&T Sys., Inc., B-410626, Dec. 15, 2014, 2015 CPD ¶ 9 at 3.

Based on the record before us, we conclude that the Army reasonably determined that the resume for RIVA's proposed web developer did not demonstrate that the individual met the RFP's minimum criteria for the position, and thus merited a rating of unacceptable. The RFP required that the web developer's resume demonstrate a Bachelor's degree in either Computer Science or a related field. RFP at 75. The record shows that the proposed web developer's resume identified a "Bachelor of Arts in Radio, Television, and Film and in English (double major), including courses in programming languages." AR, Tab 6, RIVA Proposal, at 22. As noted by the agency, the resume on its face does not demonstrate how RIVA's double major in Radio, Film, and Television, and English is a field related to Computer Science. See id.; MOL at 7. While RIVA disagrees with the agency's assessment, it has not shown it to be unreasonable or contrary to the solicitation.

We also are not convinced by the protester's assertions that the agency should have concluded that the web developer's "work in computer programming" was sufficient to meet the RFP's minimum requirements. In this regard, the stated minimum educational requirement for the web developer position was not the completion of "work in computer programming" or programming languages, but the possession of a degree in a Computer Science related discipline, which the protester has not shown that the web developer possessed. Moreover, because RIVA had the burden of submitting an adequately written proposal, it cannot now, in its protest, explain its intent or provide more information when these details were not provided in the proposal. Software Eng'g Servs. Corp., B-415694.2, Feb. 16, 2018, 2018 CPD ¶ 97 at 5. Indeed, where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. Id. As a result, we find no basis to question the agency's evaluation.

We deny the protest.

Thomas H. Armstrong
General Counsel