



441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

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Decision

Matter of: Analytica, LLC

File: B-418966

Date: November 9, 2020

Jonathan T. Williams, Esq., Samuel S. Finnerty, Esq., Jonathan I. Pomerance, Esq., and Anna R. Wright, Esq., Piliero Mazza PLLC, for the protester.
Elizabeth N. Jochum, Esq., and Todd M. Garland, Esq., Smith Pachter McWhorter PLC, for RIVA Solutions, Inc., the intervenor.
Matthew Walton, Esq., United States Department of Agriculture, for the agency.
Paul N. Wengert, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that agency misevaluated quotations for the establishment of blanket purchase agreement is denied where the evaluation was reasonable and consistent with the solicitation criteria.
 2. Protest that agency permitted awardee to engage in a “bait-and-switch” of its program manager is denied where solicitation did not limit substitution of qualified key personnel and where the individual was proposed in good faith and there was intention that he perform.
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DECISION

Analytica LLC, of Washington, D.C., a small business, protests the issuance of a federal supply schedule (FSS) blanket purchase agreement (BPA) to RIVA Solutions, Inc., of McLean, Virginia, under request for quotations (RFQ) No. 12314420Q0034, issued by the Department of Agriculture for commercial Drupal¹ content management software services. Analytica argues that Agriculture misevaluated quotations and made an unreasonable source selection decision.

We deny the protest.

¹ Drupal is the name of a specific open source content management system.

BACKGROUND

The RFQ, issued in two phases, anticipated issuance of a single BPA to the vendor whose quotation offered the best value under a performance-price tradeoff. Phase I of the RFQ was posted on the General Services Administration's e-Buy portal, and invited schedule vendors that were participants in the 8(a) Program to identify their interest. Phase II involved a multi-step process of obtaining and evaluating information from vendors. This protest concerns phase II and its several steps.

Vendors were required to submit "prior experience" information. Vendors were to identify prior experience on at least two contracts/task orders, within the previous 3 years, which could "include ONLY one instance" of demonstrated prior experience from the prime's major subcontractor providing Drupal content services. RFQ at 8. Vendors were encouraged to identify experience in management and coordination of multiple support teams and subcontractor relationships that resulted in "achieving quality performance under contracts that were of a comparable magnitude, size, scope and complexity to the services described in the PWS [performance work statement]." *Id.*

Each submission was to be assessed a confidence rating based on complexity, magnitude, similarity, and scope as compared to the Drupal content services described in the PWS. *Id.* at 8. Agriculture would use this rating to prepare an advisory down-select that would inform each vendor of the agency's view on whether that vendor should continue to participate in the competition. RFQ at 7.

Vendors electing to continue were scheduled to make an oral presentation, which would conclude with a question and answer session. *Id.* at 9. The oral presentation instructions advised that "Vendor Key Positions (Program Manager and Lead Drupal Architect) shall be the main presenters during the Oral Presentation." *Id.* at 9. The oral presentation was to consider the vendor's "scenario solution content," which would be evaluated to produce a second confidence rating. *Id.* at 11-12. The evaluators were to combine the two confidence ratings into a single "Cumulative Confidence Rating." *Id.* at 11.

Vendors were also required to submit a price quotation to provide pricing for a base year and one option year of operations and maintenance (O&M) services, which would be used for evaluation purposes; pricing was also required for the placement of orders beyond the initial task order. *Id.* at 9. Agriculture would evaluate each vendor's pricing submission to establish an evaluated price based on the base year and one option year of O&M services, and to assess whether the pricing was fair and reasonable, reflected its quotation, and reflected a clear understanding of the RFQ requirements. *Id.* at 12.

Finally, the contracting officer would make a performance-price tradeoff to determine which vendor's quotation would provide the best value considering both its cumulative confidence rating and its evaluated price. *Id.* at 11. The agency reserved the right to award a contract to "other than the lowest priced offeror if the lowest priced offeror

receives lower than a rating of Some Confidence. In these cases, the Government may trade off for higher Confidence ratings for a higher price.” RFQ amend. 1 at 12.²

The RFQ included a PWS that organized task requirements into functional areas. Functional area 1 addressed platform O&M, which included a requirement to provide support for the base period and one option period. Other functional area 1 requirements included providing “Dedicated DevOps Integration Specialist, Approximately (940 labor hoursx2) = 1,880 labor hours.” RFQ PWS at 3-4. Functional area 1 also identified two key positions, which were a program manager and a lead Drupal architect, and required that they be staffed at all times with personnel meeting listed qualifications. *Id.* at 4.

A total of 15 vendors submitted prior experience information quotations. Contracting Officer’s Statement (COS) at 2; Agency Report (AR), Tab 19, Evaluation Panel Report, at 1. Analytica identified its proposal team as itself and one major subcontractor, to be supplemented by additional subcontractors in the event of surge requirements. AR, Tab 6, Analytica Prior Experience Submission, at 2. The prior experience submission identified two contracts held by Analytica, and one by its major subcontractor. For each contract, the narrative discussed how performance of the contract correlated to each of the functional areas in the PWS, and explained how the requirements corresponded to the PWS in the areas of complexity, magnitude, task similarity, and scope. *Id.* at 3-10.

Agriculture assessed four vendors a rating of some confidence at the end of the first confidence review, including RIVA. The remainder, including Analytica, were rated low confidence. On June 11, Agriculture advised Analytica that the evaluation of its prior experience resulted in a rating of low confidence, and advised the firm not to continue in the procurement, but did not exclude the firm from participating.

Each of the six vendors that remained in the competition, including Analytica and RIVA, then made a separate oral presentation to the members of the evaluation team. No recording or contemporaneous notes were made of the oral presentations; rather, the agency’s record of the presentations consists of a one-page agenda for each vendor listing: the times for each segment; the questions asked; and the following statement, “[e]ach vendor answer was longer than a few minutes, included several examples, too long for CO [contracting officer] to record accurately in notes.” AR, Tab 10, Documentation of Analytica Oral Presentation, at 1; AR, Tab 11, Documentation of RIVA Oral Presentation, at 1. During this protest, Agriculture’s counsel explained that the agency

has no other notes that capture what was presented by the offerors during their oral presentations. The “notes” that [Agriculture] has with respect to

² Other than the reference to a rating of some confidence--and its implication that a rating lower than some confidence was possible--the RFQ did not identify the adjectival ratings or a rubric for their application.

the vendors' oral presentations are the bullets which are documented in the Evaluation Team Decision Recommendation.

Agency Counsel Response to Protester's Objections to AR at 2.

As indicated in the RFQ, the evaluators prepared a second confidence rating for each vendor after the completion of each presentation. *Id.* The evaluators then combined the two confidence ratings--the prior experience rating and the oral presentation rating. They determined that "if one of the confidence ratings was low confidence, it would trigger a cumulative assignment of low confidence." COS at 3. Analytica was assessed a combined confidence rating of low confidence, while the combined rating for RIVA was some confidence.

Price quotations were due on June 22. On June 22, the contracting officer sent an email to the chair of the evaluation panel, stating that upon reviewing the three price submissions received by the time of the email, "there's something we overlooked that is going to skew our price comparison and require us to need to give vendors an opportunity to revise pricing." AR, Tab 14, Email String, at 3. She explained that the prices were significantly different, and two vendors had stated assumptions regarding performance while one had not. *Id.* The contracting officer stated that the agency would need to publish a list

of assumptions for vendors to make when completing their pricing model and extend the due date another 24 hours so that we have an accurate apples to apples comparison. This will ensure all vendors incorporate the same assumptions and pull the prices together into a closer cluster.

Id.

The contracting officer sent the vendors an email with RFQ amendment 4, which provided assumptions vendors should use in preparing revised price submissions. Among them was a directive to "[a]ssume 1880 hours (940 x 2) dedicated DevOps specialist based on the requirement in the PWS." Amendment 4 set a deadline for revised price quotations the following day, June 23, at 5 p.m. On the afternoon of June 23, the contracting officer sent another email to the vendors, which stated that the assumptions were being modified as follows: "[a]ssume 4160 hours (2080 x 2) dedicated DevOps specialists based on the requirement in the PWS." AR, Tab 3, Email from Contracting Officer Re: "Drupal BPA additional clarification" (June 23, 12:14 p.m.) at 1. Analytica submitted a question about how the direction in the email should be interpreted, but received no response.

Analytica submitted a final price quotation, which provided labor category prices and a spreadsheet showing its prices for the O&M task order, which totaled \$726,000.³ AR, Tab 17, Analytica Final Price Quotation attach. 2, at 1. The final price quotation also

³ Prices in this decision have been rounded.

included a statement of assumptions, including the following: “[a]ssume 1880 hours (940 x 2) dedicated DevOps specialist based on the requirement in the PWS.” AR, Tab 15, Analytica Final Price Quotation, at 7. In contrast, Analytica’s O&M task order pricing spreadsheet used 1,040 hours each for two DevOps specialists in both the base and option years. AR, Tab 17, Final Price Quotation attach. 2, at 1.

The evaluators proceeded to make a recommendation of which firm provided the best value. In doing so, the evaluators calculated an evaluated price for Analytica that, as the contracting officer explained, revised Analytica’s DevOps staffing level upwards to 4,160 hours annually as specified in her final email to the vendors. As a result, Analytica’s evaluated price was \$1,160,000. The contracting officer explained this change was necessary in order to compare Analytica’s price with those of the other vendors. COS at 4. The evaluators eliminated from consideration two vendors that received confidence ratings of some confidence, and offered a higher price than RIVA. AR, Tab 19, Evaluation Panel Report, at 36. The evaluators proceeded to consider the four remaining vendors:

Vendor	Cumulative Confidence Rating	Evaluated Price
Vendor A	Low Confidence	\$954,000
Analytica	Low Confidence	\$1,160,000
Vendor B	Some Confidence	\$1,020,000
RIVA	Some Confidence	\$1,380,000

Id.

The evaluators explained their view that a tradeoff between Analytica and vendor A would provide no benefit because their adjectival ratings were the same. *Id.* The evaluators noted that vendors with a low confidence rating “may or may not understand the requirement, propose a sound approach or be successful in performing the contract even with Government intervention,” whereas a vendor rated some confidence “understands the requirement, proposes a sound approach and will be successful in performing the contract with some Government intervention.” *Id.* at 37. The evaluators decided that vendors with a low confidence rating would not be considered further. *Id.*

The evaluators then focused on vendor B and RIVA. They observed that vendor B’s presentation raised concerns that award to vendor B would incur additional costs due to the need for intervention by government employees. *Id.* While the evaluators concluded that RIVA’s presentation showed it had the “knowledge, skills, and staff resources to successfully implement the contract requirements,” they also concluded that the government would incur additional costs due to a need for intervention during performance by RIVA. *Id.* at 37. The evaluators determined that the lower estimated cost of government intervention during performance by RIVA justified a decision to select RIVA despite its higher price. *Id.*

The contracting officer, serving as the selection official, largely agreed with the evaluators’ conclusions with two significant exceptions. First, she rejected the

evaluators' assessment of the costs of additional government intervention. AR, Tab 21, Contracting Officer's Decision, at 5. Second, she disagreed with their decision to assess a rating of some confidence for vendor B under the second confidence rating; she concluded instead, that vendor B's second confidence rating should be low confidence due to the unacceptable elements of its oral presentation identified by the evaluators. *Id.* The contracting officer also affirmed the adjustment to Analytica's pricing discussed above. *Id.* at 3-4.

In making her selection decision, the contracting officer agreed with the judgment of the evaluators that selecting one of the vendors with a combined confidence rating of some confidence was in the agency's best interest. Her judgment was that selecting a vendor with a better understanding of the agency's requirement and a higher prospect of success--the qualities reflected in the assessment of a combined confidence rating of some confidence--would provide the best value. As RIVA was the lowest-priced vendor with a combined confidence rating of some confidence, she selected RIVA.

On July 20, Agriculture notified Analytica that the BPA had been issued to RIVA at an estimated value of \$49.5 million. Analytica then requested and received a brief explanation of the award. Analytica filed this protest on July 30, 2020.

DISCUSSION

Analytica raises multiple grounds of protest; we discuss the most significant arguments below. Principally, Analytica contends that Agriculture improperly disclosed aspects of the firm's quotation to competitors, miscalculated Analytica's quotation, failed to adequately document the content of vendors' oral presentations, allowed RIVA to engage in a "bait-and-switch" of its program manager, and made an unreasonable source selection decision. As explained below, none of Analytica's arguments provide a basis to sustain the protest.

Disclosure of Assumptions

As noted above, the contracting officer reviewed Analytica's and another vendor's initial price quotations, and noted that both relied on certain assumptions. After conferring with the lead technical evaluator, she issued amendment 4 to the RFQ, which included a list of assumptions that could be used by all the vendors, and sought revised price quotations on that basis. Analytica argues that the assumptions provided in amendment 4 were improperly lifted from its quotation and disclosed, and reduced its competitive advantage.

This issue is not timely raised at this juncture. Where an agency issues a solicitation amendment that allegedly contains information that reveals aspects of the protester's proprietary approach, and then sets a closing date to receive revised proposals, any protest challenging that action must be filed by the next closing date for receipt of quotations or proposals, in order to be timely. *Micronics, Inc.*, B-234034, May 3, 1989, 89-1 CPD ¶ 420 at 2 (dismissing argument that a solicitation amendment had revealed a unique aspect of the protester's proposal where the protest was filed after the next

closing date). Amendment 4 of the solicitation established June 23 as the closing date for the submission of revised price quotations. Analytica did not challenge the disclosure of its assumptions before the closing date. As a result, this argument is untimely and is dismissed. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1).

Documentation of Oral Presentations

Analytica also contends that Agriculture failed to document the record with respect to the content of oral presentations, and that our Office should sustain this protest because the record lacks an adequate basis on which to assess the agency's evaluation. Agriculture acknowledged on September 3 that it did not record the oral presentations or have other documentation of the contents of the vendor's presentations. Agency Counsel Response to Protester's Objections to AR at 2. As the contracting officer noted, the agency also did not record notes on the vendors' responses to the agency's questions after the presentations, because of the length and detail of the responses. Agriculture argues that the record was nevertheless sufficiently documented by the overall evaluation, and that there is no requirement for a separate evaluation record for the oral presentations under Federal Acquisition Regulation (FAR) subpart 8.4.

Consistent with the objective of allowing streamlined procurements under the FSS program, we have stated that in the context of a FAR subpart 8.4 procurement, the agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable. *CMI Mgmt., Inc.*, B-404645, Mar. 2, 2011, 2011 CPD ¶ 66 at 5. Apart from documenting evaluation judgments, Analytica has not shown that subpart 8.4 would expressly require an agency to record or otherwise transcribe the content of the vendors' oral presentations.

Our review of the record here shows ample documentation in the overall evaluation record of the agency's evaluation judgments about the vendors' oral presentations. Indeed, at least in some limited respects, the evaluation record documents particular aspects of the technical approach that the vendor explained in its presentation. We see no requirement in law or regulation that an agency go further to record oral presentations when conducting a procurement under subpart 8.4, and it is not our role to impose one where the FAR does not.

Evaluation Challenges

Analytica challenges its evaluation under the prior experience confidence rating (the first confidence rating), and its combined low confidence rating. Analytica first argues that its experience references showed strong successful performance across all functional areas of the PWS. The protester contends that the low confidence rating was unreasonable.

Agriculture responds that it reasonably assessed the firm's prior experience submission. Contrary to Analytica's claims, the evaluators expressed multiple criticisms of the firm's prior experience, including that it and its major subcontractor identified only a limited amount of experience with an enterprise approach, none of which was sufficiently

similar to the PWS requirements. AR, Tab 19, Evaluation Panel Report, at 6. The evaluators also found that Analytica did not show that its prior experience was of a similar complexity to the PWS requirements, and failed to identify the websites on which it had performed work for purposes of comparison. *Id.* Although the evaluators recognized that Analytica identified experience of similar complexity in the Agriculture web environment, they concluded that the success of that experience could not be validated. *Id.*

Further, Analytica identified several examples of development experience at another agency that it described as leveraging Agriculture's "[DELETED]." *Id.* Evaluators who had been part of the development effort [DELETED] could not validate this claim. Indeed, the evaluators noted that the [DELETED] had not been developed at the time when the firm claims to have used it, so the claims were deemed false. *Id.* Finally, the evaluators noted that the scope of Analytica's claimed experience did not appear to include specific O&M tasks, and did not show experience with either the creation of a Drupal website or the migration of non-Drupal websites. *Id.* at 7. Altogether, the evaluators concluded that the record showed low confidence that Analytica understood the requirement, had a sound approach, or would be successful. *Id.*

Our Office's role in reviewing a challenged procurement under FAR subpart 8.4, is to review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. We will not reevaluate quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Atlantic Sys. Group, Inc.*, B-413901, B-413901.2, Jan. 9, 2017, 2017 CPD ¶ 38 at 3.

The record supports the reasonableness of the agency's assessment of low confidence in Analytica's prior experience. For example, Analytica argues that Agriculture misread the description of its experience as including application of the [DELETED], when it merely stated that its experience included techniques that were consistent with the [DELETED]. Protester's Comments at 18. Despite Analytica's contentions, our review of the record shows that the quotation directly stated that Analytica had "included best practices from the [DELETED]" in its experience at the other agency. We see no basis to conclude that the evaluators were unreasonable in questioning how Analytica's prior experience could include best practices "from" a [DELETED] that did not yet exist. Thus, the record supports the reasonableness of the agency's assessment.

Analytica also argues that the agency overlooked its significant prior experience with enterprise management, and its experience in both the creation of Drupal websites and the migration of non-Drupal sites. Protester's Comments at 19. Agriculture maintains that it did not overlook Analytica's enterprise management experience, but found it dissimilar from the PWS requirement. Supp. Memorandum of Law (MOL) at 18. Similarly, the agency disputes Analytica's claims that its prior experience involved creating Drupal websites and migrating from non-Drupal websites. Agriculture argues that the only instance identified by the firm did not involve either; instead, Analytica

described distinctly different experience. Again, our review of the record gives us no basis to question the evaluation.⁴

In addition, Analytica argues that the quality of its oral presentation should have resulted in a consolidated confidence rating of some confidence, and that Agriculture unreasonably decided that any vendor receiving a low confidence rating during either review would receive a consolidated confidence rating of low confidence. Protester's Comments at 15. Agriculture argues that its approach to the assessment of combined confidence ratings was neither unreasonable nor contrary to the evaluation scheme stated in the RFQ. MOL at 16-18.

Our role in assessing challenges to an agency's evaluation judgments in a procurement under FAR subpart 8.4, as here, is to determine whether they are reasonable and consistent with the solicitation and regulations. The record shows that although the agency did not provide a comprehensive summary all of the potential ratings or their definitions, these ratings were established in advance of their use and applied consistently. Similarly, the RFQ did not specify how the agency would combine the confidence ratings, only that it would assess them separately and combine them into a single rating. Consistent with the RFQ's focus on confidence in a vendor's successful performance, Agriculture reasonably determined that a rating of low confidence on either of the two confidence assessments would result in a combined rating of low confidence overall. Although Analytica disagrees with its combined confidence rating, it has not shown that Agriculture's judgment was unreasonable or inconsistent with the solicitation or regulations.

Allegation of Personnel Bait-and-Switch

Analytica contends that RIVA engaged in a bait-and-switch of its program manager. Analytica notes that the RFQ identified two key personnel, one of which was the program manager, and specified that both of these individuals should participate in the oral presentation. Analytica contends that the program manager RIVA used to make its oral presentation was not a RIVA employee, and will have no involvement in RIVA's performance under the BPA. Analytica contends that RIVA thereby unfairly benefited from having its oral presentation delivered by a program manager with considerable expertise, and then provided a different program manager in performance.

As an initial matter, Agriculture explains that the RFQ did not contain typical key personnel clauses or limitations on the substitution of personnel; the RFQ also did not require vendors to provide a letter of commitment or other validation that the program manager would remain involved in performance. The agency contends that the RFQ

⁴ Analytica's contention that RIVA's experience was comparable to its own, and that there was unequal treatment, is not supported by the record. Specifically, the record does not indicate that RIVA's prior experience showed a lack of enterprise management experience similar to Analytica's, or that RIVA's description of its experience was unverifiable.

requirements were only that the two key positions (including the program manager) be filled at all times with personnel having specific minimum qualifications, and that both (again including the program manager) be involved in the oral presentation. Accordingly, the agency contends that RIVA's substitution of a new program manager provides no basis to sustain the protest.

A protester's argument that the key personnel identified in an awardee's quotation will not perform under the resulting contract is generally a matter of contract administration that our Office will not review. Bid Protest Regulations, 4 C.F.R. § 21.5(c). To sustain a protest contending that an awardee has made an impermissible bait-and-switch of personnel, a protester must show: (1) that the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance, (2) that the misrepresentation was relied on by the agency, and (3) that the agency's reliance on the misrepresentation had a material effect on the evaluation results. *M.C. Dean, Inc.*, B-418553, B-418553.2, June 15, 2020, 2020 CPD ¶ 206 at 7 n.8 (citing *Patricio Enters. Inc.*, B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4).

RIVA explains that it intended to employ the individual who conducted its oral presentation as the program manager for performance of the BPA here. The firm also explains that it reasonably expected its candidate to accept a position as program manager, and to be available during performance. Upon being selected as the successful vendor, however, RIVA decided that it could provide a superior candidate. The firm argues that it proposed, and Agriculture accepted, the new candidate as RIVA's program manager under the BPA. Declaration of RIVA Chief Technology Officer, at 1-2.

Our review of the record does not support Analytica's contention that RIVA engaged in an improper bait-and-switch tactic. While RIVA's program manager is not the person who made its oral presentation, that fact alone is not dispositive of an intent to conduct a bait-and-switch. The RFQ did not limit the substitution of key personnel; rather it specified that the two key positions be filled with qualified personnel. In addition, RIVA's factual explanation adequately refutes the protester's argument that RIVA misled the agency regarding the firm's intended program manager. As a result, the protester has not shown that RIVA's decision to provide a different individual as its program manager was improper under the terms of the RFQ. See *RGI, Inc.*, B-243387.2, B-243387.3, Dec. 23, 1991, 91-2 CPD ¶ 572 at 4-5 (where key personnel were named in good faith, "the fact that the offeror, after award, provides substitute personnel does not make the award improper"). Analytica likewise has not demonstrated that the agency was misled here, so we deny this ground of protest.

Performance Price Tradeoff Judgment

Finally, Analytica argues that the source selection decision was defective because the agency improperly relied only on the overall assessment of the likelihood of success associated with the evaluated combined confidence rating, rather than a more detailed comparison of RIVA's quotation to Analytica's. Agriculture counters that the tradeoff

rationale was reasonable and adequately documented the agency's judgment under FAR subpart 8.4.

In the context of a BPA competition conducted among FSS vendors pursuant to FAR subpart 8.4, the source selection decision must be documented, and must include the rationale for any tradeoffs made, including the benefits associated with additional costs. *CSR, Inc.*, B-413973, B-413973.2, Jan. 13, 2017, 2017 CPD ¶ 64 at 12.

The record documents a reasonable selection decision, including a discussion of the benefits the agency associated with RIVA's quotation (with its combined confidence rating of some confidence), despite its higher evaluated price (which was higher than the prices submitted by the vendors with a combined confidence rating of low confidence). To the extent Analytica argues that we should sustain its protest because the tradeoff decision had to rely upon the price Analytica calculated in its final price quotation, rather than Analytica's evaluated price, we again disagree.

Analytica contends that the agency improperly normalized its proposal to match the agency's estimate, and that such normalization is improper where "varying costs between competing proposals result from different technical approaches that are permitted by the [solicitation]." Protester's Comments at 14. Here, however, the RFQ, as supplemented by the agency's June 23 email, did not permit different technical approaches to staffing the two DevOps positions, so the premise of Analytica's argument is not valid. Apart from that, we need not determine whether the pricing change was improper because any error in this regard did not result in competitive prejudice to Analytica. But for the agency's action to compare Analytica's price to the other vendors on an equal basis, the protester's quotation could not be considered for award. *Donaldson Co.*, B-236795, Dec. 3, 1989, 89-2 CPD ¶ 514 at 2 (error in price calculation did not result in competitive prejudice to protester).

Analytica also argues that it was misled in submitting its final pricing, and that Agriculture was obliged to conduct discussions to resolve an alleged ambiguity in the June 23 email. In Analytica's view, the email was reasonably interpreted as specifying DevOps staffing at 2,080 hours for each position--but divided across both the base and option years. Protester's Comments at 13-14. However, its claim of ambiguity is unfounded. The firm accurately applied the earlier assumption, which stated "[DELETED] hours [DELETED]" for the two DevOps positions, and the firm quoted [DELETED] hours each year for each position in its initial price quotation. The protester's claim that it reasonably interpreted the revised assumption of "4160 hours (2080 x 2)" as meaning 1,040 hours per position per year therefore lacks credibility.

In all, the record shows that the contracting officer agreed with the evaluators that the lower evaluated prices of Analytica, and the other vendors with low confidence ratings, did not justify selecting any of them for award. That judgment was reasonable and consistent with the selection criteria in the RFQ. As a result, Analytica's arguments

do not provide a basis to sustain its protest challenging the selection of RIVA's higher-rated and higher-priced quotation.

The protest is denied.

Thomas H. Armstrong
General Counsel