



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Gartner, Inc.

File: B-419190; B-419190.2

Date: December 14, 2020

Keith R. Szeliga, Esq., and Shaunna Bailey, Esq., Sheppard Mullin Richter & Hampton LLP, for the protester.

Lindsay Simmons, Esq., and Hopewell Darneille, Esq., Jackson Kelly PLLC, for Forrester Research, Inc., the intervenor.

Major Nichole M. Venious, Department of the Army, for the agency.

Todd C. Culliton, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably evaluated awardee's quotation is denied where the agency evaluated the firm's quotation consistent with the terms of the solicitation.
 2. Protest that the services offered in awardee's quotation were not on the firm's federal supply schedule contract is denied where the agency reasonably interpreted the firm's schedule contract as including the quoted services.
-

DECISION

Gartner, Inc., of Stamford, Connecticut, protests the issuance of a task order to Forrester Research, Inc., of Cambridge, Massachusetts, under request for quotations (RFQ) No. 1434815, issued by the Department of the Army for information technology (IT) research and advisory subscription services. Gartner alleges that the agency unreasonably evaluated Forrester's quotation as technically acceptable.

We deny the protest.

BACKGROUND

On July 29, 2020, the agency issued the RFQ to procure IT research and advisory subscription services through the General Service Administration's e-Buy platform.

Agency Report (AR), Tab 9, RFQ at 8.¹ The RFQ was restricted to holders of Department of Defense (DOD), Enterprise Software Initiative (ESI) blanket purchase agreements (BPA), and conducted under the procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4. *Id.* BPAs were issued against vendors' federal supply schedule (FSS) contracts. AR, Tab 2, Contracting Officer's Statement (COS) at 2. The RFQ contemplated the award of a fixed-price task order to be performed over a 1-year base period and two 1-year option periods. RFQ at 8.

The selected vendor would be required to provide research and advisory services covering federal government IT policies and best practices, cybersecurity information assurance, organizational strategy and design, change management, IT operating models, IT program management, and IT strategies. RFQ at 9. The selected vendor was required to provide two licenses for agency executive personnel to conduct unlimited IT research in the vendor's research library. *Id.* at 11-12. Additionally, the selected vendor was required to provide agency executive personnel with access to professional and networking events. *Id.* at 10.

Award would be made on a lowest-priced, technically acceptable (LPTA) basis considering technical capability, past performance, and price factors. RFQ at 14. For a quotation to be evaluated as technically acceptable, it had to demonstrate the vendor's ability to meet all of the performance requirements. *Id.* at 15.

Only Gartner and Forrester submitted quotations prior to the August 19, 2020, closing date. COS at 2. The agency's evaluation identified both quotations as technically acceptable. AR, Tab 12, Forrester Technical Evaluation at 1; AR, Tab 13, Gartner Technical Evaluation at 1. Because Forrester quoted a lower price than Gartner (\$363,493 vs. \$505,128), the agency selected Forrester's quotation for award. AR, Tab 14, Simplified Acquisition Price Analysis and Award Memorandum at 3.

The agency then provided Gartner with a brief explanation of award. AR, Tab 17C, Gartner Debriefing Closing Correspondence at 1. Gartner asserted to the agency that Forrester's quotation was not technically acceptable. COS at 4. In response, the agency reevaluated Forrester's quotation, and again concluded that the quotation was technically acceptable. AR, Tab 18, Technical Evaluator Email and Matrix at 1-2. This protest followed.

DISCUSSION

Gartner raises multiple allegations arguing that the agency unreasonably evaluated Forrester's quotation as technically acceptable. Principally, Gartner contends that Forrester's quotation did not meet mandatory solicitation requirements. See Comments

¹ Page numbers for the RFQ refer to the PDF page number.

and Supp. Protest at 6-7. Gartner also contends that Forrester quoted services that were not listed on its schedule contract.² *Id.* at 19-25.

We have reviewed all of Gartner's challenges, and conclude that none provide us with a basis to sustain the protest. We discuss the principal allegations below, but note, at the outset, that in reviewing protests of an agency's evaluation in procurements conducted pursuant to FAR subpart 8.4, we do not conduct a new evaluation or substitute our judgment for that of the agency; rather, we examine the record to ensure that the agency's evaluation is reasonable and consistent with the solicitation. *Harmonia Holdings Grp., LLC*, B-413464, B-413464.2, Nov. 4, 2016, 2017 CPD ¶ 62 at 3.

Material Solicitation Requirements

Gartner alleges that Forrester's quotation did not meet several material solicitation requirements. Comments and Supp. Protest at 5-6. First, Gartner argues that Forrester did not meet the requirement to provide agency personnel with three full days of access to professional and networking events. *Id.* at 6. Second, Gartner argues that Forrester's quotation improperly took exception to the RFQ's mandatory document review requirement. *Id.* at 17-19.

Networking and Professional Events

The RFQ required the selected vendor to provide agency personnel with professional networking opportunities to enhance their knowledge of the latest IT research and strategies. RFQ at 10. The RFQ specified that the selected vendor should provide tickets for agency executive and Chief Information Officer (CIO) personnel to attend CIO-focused events. *Id.* The events should occur over a "minimum of three full days." *Id.*

When evaluating Forrester's quotation, the agency concluded that the firm satisfied all of the performance requirements. AR, Tab 12, Forrester Technical Evaluation Report at 1. The agency noted that Forrester hosts multi-day forums and summits, including a three-day CIO-focused track. AR, Tab 18, Technical Evaluator Email and Matrix at 2. The agency also noted that Forrester would provide event tickets to the firm's networking and professional events. *Id.* at 3.

Gartner asserts that the agency unreasonably evaluated Forrester's quotation. First, Gartner complains that the agency's evaluation record is inadequately documented because the record does not show that the evaluator considered whether Forrester's events met the solicitation's requirements for length or content. Supp. Comments at 18.

² Gartner also alleged that Forrester's quotation did not comply with the RFQ's requirements to provide objective and independent research, as well as to produce over 3,000 research products each year. Comments and Supp. Protest at 7-15. Gartner withdrew these allegations during the development of this protest. Notice of Withdrawal of Protest Allegations, Nov. 9, 2020.

Second, Gartner argues that the evaluation was unreasonable because Forrester's quotation did not offer to provide networking and professional events lasting a minimum of three full days. *Id.* at 2. In response, the agency argues that it reasonably evaluated Forrester's quotation consistent with the terms of the RFQ.

As to Gartner's allegation that the evaluation record is inadequately documented, we do not find that this allegation provides us with a basis to sustain the protest. When examining whether a record is adequately documented, our decisions explain that the record must show the rationale for the agency's decision and evaluation determinations. See *Computer World Servs.*, B-417356, May 16, 2019, 2019 CPD ¶ 185 at 4. Moreover, under the minimum documentation requirements applicable here, documentation of the source selection rationale may be limited, provided that it reasonably articulates how the agency applied the evaluation methodology. FAR 8.405-3(a)(7)(viii); *accord Protection Strategies, Inc.*, B-414573, Nov. 9, 2017, 2017 CPD ¶ 348 at 5.

Here, the record shows that the technical evaluator compared the quotations against the performance requirements to ensure that each quotation offered all of the requisite features. See AR, Tab 3, Technical Evaluator Declaration, attach. 1 at 1; Tab 12, Technical Evaluation Report at 1; AR, Tab 18, Technical Evaluator Email and Matrix at 2-3. Additionally, the record shows that the evaluator identified the performance requirements and then identified the corresponding parts of Forrester's quotation where the firm quoted tickets and provided the details of its professional and networking events. AR, Tab 18, Technical Evaluator Email and Matrix at 2 (noting that Forrester's quotation satisfies the performance requirements because it provides a three-day CIO-focused track); see *also* AR, Tab 3, Technical Evaluator Declaration at 1. Thus, we conclude that the record contains sufficient documentation because we are able to identify the specific rationale for why the agency evaluated Forrester's quotation as technically acceptable, as well as the parts of Forrester's quotation supporting the evaluation determinations.³

Gartner's allegation that the agency unreasonably evaluated Forrester's quotation as compliant does not provide us with a basis to sustain the protest. Our review shows that the agency reasonably evaluated Forrester's quotation as complying with the requirements because Forrester plainly offered to provide agency personnel with access to three-day CIO focused networking and professional events. AR, Tab 10, Forrester Quotation at 8 (explaining that multiple Forrester-hosted events "include a three-day CIO-focused track exclusively offered to Executive and CIO members"), 18

³ To the extent Gartner complains that the initial evaluation did not contain any notation regarding whether the agency examined the length of Forrester's quoted networking and professional events, we note that an agency is not required to document every minor aspect of its evaluation. *Red River Computer Co., Inc.; MIS Sciences Corp.*, B-414183.8 *et al.*, Dec. 22, 2017, 2017 CPD ¶ 7 at 12 ("an agency is not required to document how it rated or disposed of every component in a vendor's quotation").

(licensed users receive one event ticket to Forrester events). While Forrester did not qualify its events as lasting three “full” days, we think that the term “three-day” can reasonably be interpreted as meeting this requirement; the solicitation did not require vendors to provide additional detail about the length of each day. See Supp. MOL at 9; AR, Tab 20, Supp. COS at 2; see *a/so* RFQ at 11. Accordingly, we deny this protest allegation.⁴

Document Review

The RFQ required the selected vendor to make staff available for research inquiries. RFQ at 11. One type of research inquiry identified under this requirement included document review services. *Id.* When evaluating Forrester’s quotation, the technical evaluator noted that the firm met this requirement because it provides “unlimited analyst inquiries and document reviews.” AR, Tab 3, Technical Evaluator Declaration, attach. 1, Evaluation Matrix; see *a/so* AR, Tab 18, Technical Evaluator Email and Matrix at 3 (noting that agency personnel will have unlimited access to document review services).

Gartner argues that the agency’s evaluation was unreasonable because Forrester “reserved for itself the right not to review any documents in excess of 20 pages.” Comments and Supp. Protest at 18. Gartner’s argument is based on its view that Forrester’s schedule contract only provides review services for documents not exceeding 20 pages, and therefore Forrester must not have complied with this requirement. *Id.* In response, the agency argues that it reasonably evaluated Forrester’s quotation because Forrester quoted unlimited document review services. Supp. MOL at 14.

We conclude that the agency’s evaluation was reasonable. Consistent with the agency’s position, Forrester did not take exception to this performance requirement; rather, the firm’s quotation plainly states that it will provide unlimited document reviews. AR, Tab 10, Forrester Quotation at 17 (“Forrester will provide the [agency] unlimited document, contract, and proposal reviews.”). Thus, because Forrester quoted services meeting the performance requirement, we conclude that the agency reasonably evaluated the firm as technically acceptable in this regard.⁵

⁴ In its comments, Gartner produced itineraries for two Forrester events, which appeared to show that, in these cases, Forrester’s events did not last a full day. See Comments and Supp. Protest, attach. A. These itineraries were not part of Forrester’s quotation, and therefore do not provide us with any basis to find the agency’s evaluation unreasonable.

⁵ To the extent Gartner alleges that the agency’s evaluation was inadequately documented in this regard, we deny this allegation. The record includes the technical evaluator’s matrices showing that the evaluator reviewed specific portions of Forrester’s quotation to determine that Forrester complied with the solicitation’s requirements. AR,

Quoted Product

Gartner alleges that the agency's evaluation was unreasonable because Forrester quoted services not listed on its schedule contract. Comments and Supp. Protest at 19-24. Specifically, Gartner argues that Forrester's schedule contract does not offer "an online community of peers" or various research features (*i.e.*, toolkits, analyst strategy briefings, regional networking, community of peers, member meetings, member teleconference, and best practice research). *Id.* at 20-22. It asserts that Forrester offers these services as part of other products, and that the firm's quoted product does not explicitly include these services. Supp. Comments at 11-17. In response, the agency argues that Forrester's executive program offering includes these services because the firm's quoted product broadly encompasses all of its offered services. Supp. MOL at 19-20.

Relevant to this allegation, the RFQ required the selected vendor to provide "online peer networking" that includes a minimum of 10,000 peers through a private collaboration environment. RFQ at 10. The RFQ also required the selected vendor to provide executive licenses for senior personnel to conduct IT research. *Id.* at 12. As part of that access, the selected vendor was required to provide toolkits, analyst strategy briefings, regional networking, a community of peers, member meetings, member teleconferences, and best practice research. *Id.*

In its quotation, Forrester quoted memberships in its "Executive Programs" product. AR, Tab 10, Forrester Quotation at 15. The agency evaluated Forrester's quotation as technically acceptable because the firm offered to provide online peer networking and the various research tools. AR, Tab 3, Technical Evaluator Declaration, attach 1. Evaluation Matrix; AR, Tab 18, Technical Evaluator Email and Matrix at 2-3; *see also* AR, Tab 10, Forrester Quotation at 9, 16-17. During the evaluation period, the agency reviewed Forrester's schedule contract, and determined that Forrester offered these products as part of the firm's "Executive Programs" product. COS at 3.

In reviewing the allegation, our review is guided by the principle that an agency may not use schedule contracting procedures to purchase items that are not listed on a vendor's schedule contract. *Advantaged Sols., Inc.*, B-418790, B-418790.2, Aug. 31, 2020, 2020 CPD ¶ 307 at 5. When a concern arises that a vendor is offering services outside the scope of its schedule contract, the relevant inquiry is whether the services offered are actually included on the vendor's contract, as reasonably interpreted. *Id.* In this regard, our Office will consider whether the function being sought under a particular solicitation is the same as the function covered under a vendor's schedule contract. *Id.*

On this record, we have no basis to sustain the protest allegation. As an initial matter, we point out that Forrester's schedule contract does, in fact, list all of the allegedly open

Tab 3, Technical Evaluator's Declaration, attach. 1 at 1; AR, Tab 18, Technical Evaluator Email and Matrix at 3.

market services. Forrester's schedule contract offers multiple research products and solutions, including "Advisory," "Leadership Boards," "Research," and "Executive Programs." AR, Tab 6d, Forrester's Schedule Contract at 23-30. The "Leadership Boards" product includes access to the firm's online communities, including the Business Technology Leadership boards and the Marketing and Strategy Leadership boards, so that customers may obtain forward-looking research insights, as well as regional networking opportunities. *Id.* at 25.

The "Research" product offers the remaining allegedly open market features, including toolkits, briefings, and member meetings/teleconferences. For example, Forrester offers briefings as part of its "dedicated client relations specialist" feature. AR, Tab 6d, Forrester Schedule Contract at 29 ("Each client receives a dedicated client relations specialist to manage research inquiries, *briefings*, and questions[.]") (emphasis added). As another example, Forrester offers member meetings/teleconferences as part of its "webinar" feature. *Id.* ("Webinars are developed and led by our analysts, who focus on the key trends and technologies that affect your business. These interactive presentations are *followed by an open forum for questions.*") (emphasis added). As a final example, Forrester offers toolkits in the form of "playbooks," which provide users with a four-step approach to deliver top IT initiatives. *Id.* at 28. Thus, while Gartner may complain that the quoted services did not form part of Forrester's "Executive Program," we note that all of the services are listed on the firm's schedule contract, and we agree with the agency that a vendor may customize its already listed product line to meet an agency's needs for a particular requirement. See Supp. MOL at 20-22.

In any event, we also think the agency reasonably interpreted the "Executive Program" as encompassing both of the lower-tier products. See Supp. MOL at 17-21. First, Forrester characterizes its "Executive Program" as constituting its premier product by explaining that "Executive Program" includes "everything Forrester has to offer." AR, Tab 6d, Forrester Schedule Contract at 27. While the protester dismisses this phrase as a hyperbolic marketing slogan, we think the agency reasonably interpreted this schedule contract provision as meaning that "Executive Program" offers all of the lower-tier research tools due to the product's higher price and product description as emphasizing ultimate success. See *id.* at 27-28 ("Forrester Executive Programs help you navigate and win in the age of the customer, delivering everything Forrester has to offer-customized to your strategic goals and initiatives.").

Second, the "Executive Program" product explicitly includes access to "all of Forrester's Marketing & Strategy and Business Technology research." AR, Tab 6d, Forrester Schedule Contract at 27. The agency reasonably interpreted this provision as meaning that the "Executive Program" may use the leadership boards (*i.e.*, access the online community of peers) because those features are identified as tools facilitating research into the latest insights and strategies for marketing and strategy, and business technology components. See Supp. MOL at 20; see *also* AR, Tab 6d, Forrester Schedule Contract at 25 (Leadership Boards are an exclusive group of peers divided into Business Technology Leadership and Marketing & Strategy Leadership groupings, and "[p]articipation includes facilitated peer-networking events and one-to-one peer

exchanges, on top of forward-looking research insights designed to tackle members' most pressing challenges and change initiatives.”).

Third, the “Executive Program” encompasses the “Research” product because the “Research” product is characterized as the “foundation for all of [the firm’s] offerings.” AR, Tab 6d, Forrester Schedule Contract at 28. Thus, we do not find that the agency unreasonably interpreted Forrester’s schedule contract as including the services listed in the firm’s quotation.⁶

The protest is denied.

Thomas H. Armstrong
General Counsel

⁶ To the extent Gartner complains that Forrester’s schedule contract did not include unlimited document review services, we deny that allegation as well. See Comments at 18, n.10. Forrester’s schedule contract contemplates providing document review services as part of the “Research” product, and the “Executive Programs” product offers unlimited research access and customized research tools. AR, Tab 6d, Forrester’s Schedule Contract at 27.