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Decision

Matter of: iSenpai, LLC

File: B-421123

Date: December 28, 2022

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DIGEST

Protest challenging non-selection for the establishment of a basic ordering agreement is denied where the agency's evaluation was reasonable and adequately documented.

DECISION

iSenpai, LLC, a small business of Manassas, Virginia, protests its non-selection for the establishment of a basic ordering agreement (BOA) under Department of the Air Force request for quotations (RFQ) No. FA8307-22-R-0199 for software development, security, and operations (DevSecOps) services. iSenpai argues that the agency unreasonably evaluated its quotation and failed to document that evaluation.

We deny the protest.

BACKGROUND

The RFQ, issued on August 15, 2022, under Federal Acquisition Regulation (FAR) part 16, sought to establish multiple BOAs with qualified vendors interested in providing DevSecOps services for the Air Force. Agency Report (AR), Tab 3, RFQ Instructions at 1. The RFQ provided for a three-step evaluation process. AR, Tab 13, Final RFQ Instructions at 4-5. First, the Air Force would review quotations for compliance with the terms of the RFQ (e.g., page limits and font sizes). *Id.* Second, the Air Force would evaluate compliant quotations for technical capability, assigning a rating of highly capable, capable, or not capable. *Id.* at 5-6. Only vendors with a rating of highly capable would be invited to the third step, the oral presentation/portfolio review. *Id.*

The Air Force received 136 compliant quotations, including one from iSenpai, by the September 7, deadline for receipt of quotations. Contracting Officer's Statement (COS) at 5-6. The agency evaluated and assigned iSenpai's quotation a rating of capable. AR, Tab 16, Technical Evaluation at 3. As a result, the agency did not invite iSenpai to participate in the next step of the competition, notifying iSenpai on September 20 that it was eliminated from further consideration. AR, Tab 17, Notice at 1.

This protest followed.

DISCUSSION

iSenpai challenges the agency's evaluation of its quotation, asserting that the agency did not adequately document the evaluation and should have assigned a rating of highly capable to iSenpai's quotation. Protest at 7-10; Comments at 2-9. We have considered the allegations raised by iSenpai and although we do not discuss them all, we find no basis to sustain the protest.

Documentation

As an initial matter, iSenpai complains that the evaluation is inadequately documented. Protest at 9-10; Comments at 8-9. Noting that the agency received 136 compliant quotations by the September 7, deadline for receipt of quotations and notified vendors of their evaluation results on September 20, the protester asserts that a "time crunch" prevented the agency from creating an evaluation record that "provide[d] insight" on the basis for the agency's evaluation judgments. Protest at 9-10; Comments at 8-9.

Relevant here, the RFQ required a technical capability narrative that "provide[d] as specifically as possible [the vendor's] capabilities to meet the general scope" of the BOA, including "an ability to hire and maintain qualified personnel, and be co-located in various geographic locations." AR, Tab 13, Final RFQ Instructions at 4. According to the solicitation, the Air Force would assign a rating of highly capable if the quotation "thoroughly demonstrate[d] a technical approach that indicate[d] an exceptional understanding of the outlined objectives in the" statement of objectives (SOO), including "an exceptional mechanism for hiring and retaining highly capable personnel to perform services" and ability to support work in multiple locations. *Id.* at 6. By contrast, if the Air Force determined that a quotation reflected the ability to support work in multiple locations, but only "demonstrate[d] a technical approach that indicate[d] an understanding of the outlined objectives in the SOO, and [discussed] some of how it will meet the general scope of the agreement but not all" with "a viable mechanism to hire and retain capable personnel," the agency would assign a rating of capable. *Id.*

Our decisions explain that an evaluation record must show the rationale for the agency's decision and evaluation determinations. *Gartner, Inc.*, B-419190, B-419190.2, Dec. 14, 2020, 2020 CPD ¶ 401 at 3-4. Stated another way, an agency's evaluation judgments must be documented in sufficient detail to show that they are reasonable.

Blueprint Consulting Servs., LLC d/b/a Excelicon; Trillion ERP Venture Tech LLC, B-420190 et al., Dec. 30, 2021, 2021 CPD ¶ 19 at 12.

Here, the record shows that the agency compared iSenpai's quotation against the solicitation to assess how thoroughly and expertly the quotation addressed the RFQ's requirements. See AR, Tab 16, Technical Evaluation. The protester complains that the explanation is brief and the examples are few. Comments at 8-9. In doing so, however, the protester concedes that the record includes not only the agency's adjectival rating, but also an explanation for that rating, including specific examples of the agency's concerns, supported by citations from iSenpai's quotation. Comments at 8-9. Based on our review, we conclude that the record contains sufficient documentation to identify the rationale for why the agency evaluated iSenpai's quotation as capable, as well as the parts of iSenpai's quotation supporting that determination. See *Gartner, Inc., supra*. In this regard, we find the documentation of the agency's evaluation to be unobjectionable.

Technical Capability Evaluation

Next, iSenpai challenges the agency's assessment of the firm's technical capability. The Air Force assigned a rating of capable to iSenpai under the technical capability evaluation factor, identifying at least two reasons in its explanation of the rating. AR, Tab 16, Technical Evaluation at 2.

Reason One

First, the Air Force explained that while iSenpai's quotation demonstrated an understanding of the SOO, it did "not commit to the work listed in the SOO." *Id.* According to the evaluators, iSenpai's quotation included "broad overview statements regarding past contractual experience" that did "not always connect those experiences to specific objectives." *Id.*

iSenpai argues that its quotation was not limited to broad overview statements, and that the Air Force ignored the information in iSenpai's quotation. Comments at 2-4. The protester contends that it was not possible to provide more detail given the page limit for quotations, and asserts that iSenpai was "clearly using past examples to explain how it would go about performing the objective in question this time around," relying on those examples to explain "the procedures and processes it planned to use if awarded." *Id.* at 4, 7-8. Indeed, according to iSenpai, the agency's refusal to credit iSenpai for its technical approach based on experience is particularly unreasonable because the agency "contradicts itself" by crediting iSenpai for its ability and willingness to hire and maintain qualified personnel based on experience. *Id.* at 5-7.

The agency responds that its evaluation was reasonable and consistent with the RFQ. Memorandum of Law (MOL) at 6-8. The agency explains that it credited iSenpai for demonstrating an understanding of the objectives, but did not assign a higher rating because the quotation did not explain how iSenpai would rely on those experiences to perform the objectives here. COS at 7-8.

In reviewing protests of an agency's evaluation judgments, our Office will not reevaluate quotations; rather, we review the record to determine whether the evaluation was reasonable and consistent with the solicitation's evaluation criteria, and applicable procurement laws and regulations. *ISHPI Info. Techs., Inc.*, B-420718.2, B-420718.3, July 29, 2022, 2022 CPD ¶ 195 at 3. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable or otherwise flawed. *DCR Servs. & Constr., Inc.*, B-420719.2, B-420719.3, Apr. 28, 2022, 2022 CPD ¶ 109 at 4.

Although iSenpai asserts that it could not provide additional details about its approach because of the RFQ's page limit, the record reflects that the evaluators were reasonable to conclude, as they did, that iSenpai's quotation was devoted mostly to describing experiences without providing specifics regarding how the vendor planned to apply those experiences to achieve the work here. AR, Tab 16, Technical Evaluation at 3. In other words, the agency's criticism was not that iSenpai's quotation was not detailed at all, but that it detailed past experiences instead of its approach to the work here. It is a vendor's responsibility to submit a well-written quotation, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows a meaningful review by the procuring agency. *Axxeum, Inc.*, B-420013, B-420013.2, Oct. 29, 2021, 2021 CPD ¶ 354 at 5. Here, we find nothing objectionable with the agency's criticism that iSenpai's quotation focused the limited available pages on describing the firm's experience "with broad examples and statements," without connecting that experience specifically to the objectives in the RFQ. *Id.*; see *Guidehouse LLP*, B-419848.3 *et al.*, June 6, 2022, 2022 CPD ¶ 197 at 14 (denying protest challenging agency's conclusion that the protester's quotation focused on past efforts rather than how it would perform the solicited work). Accordingly, we deny the protester's challenge in this regard.

In addition, the protester, essentially, argues that because iSenpai relied on its experience for its substantive technical approach, as well as its approach to recruiting and retaining personnel, the agency could not criticize the firm's technical approach while crediting its approach to personnel. *Id.* at 5-7. We find this argument to be unpersuasive. Evaluators may reasonably find--as they did here--detail lacking in a vendor's approach to one element of the work while positively assessing its approach to another. See *Academy Leadership, LLC*, B-419705.3, B-419705.4, Apr. 13, 2022, 2022 CPD ¶ 106 at 7 (denying protest allegation that agency's evaluation was "internally inconsistent"). Thus, this argument provides no basis to sustain the protest.

Reason Two

Second, in explaining the rating of capable, the evaluators observed that although iSenpai "provided a viable mechanism to hire and retain capable personnel to perform services," the firm failed "to provide details on how they will provide personnel within 10 days." AR, Tab 16, Technical Evaluation at 3. iSenpai asserts that this constitutes application of an unstated evaluation criterion. Comments at 4-5.

According to the Air Force, the agency reasonably considered whether a quotation addressed the 10-day timeline as part of the evaluation, because providing personnel within 10 days “is clearly required by the SOO.” MOL at 8. We agree that the protester has not established that the agency applied an unstated evaluation criterion.

Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs offerors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. Although procuring agencies are required to identify significant evaluation factors and subfactors in a solicitation, they are not required to identify every aspect of each factor that might be taken into account; rather, contracting agencies reasonably may take into account considerations that are reasonably related to or encompassed by the stated evaluation criteria. *Emagine IT, Inc.*, B-420202, B-420202.2, Dec. 30, 2021, 2022 CPD ¶ 20 at 9; *MiMoCloud*, B-419482, Mar. 25, 2021, 2021 CPD ¶ 157 at 8.

Here, the SOO defined the general scope of the work to support Department of Defense “enterprise services capability [with] multiple teams that operate at multiple locations and are composed of differing skill sets,” dictating that “[f]or all teams, the contractor must provide qualified manpower within ten (10) business days of Government request or of a vacancy.” AR, Tab 4, SOO at 6. The RFQ, in turn, provided that the technical capability factor would be satisfied with a quotation that, among other things, “clearly and completely demonstrate[d] the [vendor’s] ability to meet the general scope, ability to hire and maintain qualified personnel, and be able to work in various geographical locations . . .”. AR, Tab 13, Final RFQ Instructions at 5-7. Within the adjectival ratings, the RFQ reiterated that the agency would evaluate the vendor’s “mechanism for hiring and retaining highly capable personnel,” with highly capable defined by an “exceptional mechanism,” and capable, by contrast, defined by a “viable” one. *Id.* at 6.

Given these requirements, it was reasonable--in our view--for the agency to consider a vendor’s approach (or failure to submit an approach) to providing personnel within the 10-day timeline. Because the general scope of the SOO here specifically invoked the staffing timeline, the solicitation reasonably informed vendors to expect to be assessed for their approaches to that requirement. As such, the agency’s consideration of the 10-day timeline was logically encompassed within the stated evaluation criterion, and we find no basis to sustain the protest here. See *Pond Constructors, Inc.*, B-418403, Mar. 23, 2020, 2020 CPD ¶ 129 at 5 (denying protest alleging unstated evaluation criterion based on PWS requirement where solicitation provided for evaluation of approach to PWS requirements).

The protest is denied.

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General Counsel