



# Decision

**Matter of:** Spatial Front, Inc.  
**File:** B-422058.2; B-422058.3  
**Date:** May 21, 2024

**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.

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## DIGEST

1. Protest alleging the agency failed to reasonably consider whether required services are outside the scope of the federal supply schedule (FSS) labor categories quoted by the awardee is sustained where the agency acknowledges it did not contemporaneously consider if the awardee's quoted FSS labor categories encompassed the services required by the solicitation.
  2. Protest challenging evaluation of quotations and comparative tradeoff is denied where the record demonstrates the agency's evaluation and tradeoff were reasonable and consistent with the solicitation.
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## DECISION

Spatial Front, Inc. (Spatial Front), of Bethesda, Maryland, protests the issuance of a federal supply schedule (FSS)<sup>1</sup> order to Alpha Omega Integration LLC (Alpha Omega) under request for quotations (RFQ) No. 12314423Q0085, issued by the U.S. Department of Agriculture (USDA) for information technology (IT) services. The

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<sup>1</sup> The record and the parties' submissions refer to both the FSS and multiple award schedule (MAS) contracts. The acronyms are used synonymously, referring to the government-wide acquisition program administered by the General Services Administration (GSA) pursuant to the regulations of FAR subpart 8.4. While we use the acronym FSS throughout this decision, we have left unchanged the use of the acronym MAS when quoting from party filings or record documents.

protester challenges the agency's evaluation of quotations and resulting source selection decision.

We sustain the protest.

## BACKGROUND

### Nature of Solicited Work

The USDA implements a variety of conservation-related programs to help private landowners improve the health of farming and ranching lands both to increase operational and production efficiency and to protect natural resources. *See generally* Agency Report (AR), Exh. 1, RFQ at 2-3.<sup>2</sup> The solicitation seeks quotations “to develop, modernize, enhance, and maintain information systems, software applications, web services, and databases that directly or indirectly support conservation technical assistance to implement science-based conservation practices more effectively and efficiently.” *Id.* at 9-10.

Included within the solicitation's scope are two overarching categories of activities--“Development, Modernization, and Enhancement (DME)” (e.g., automation of application features, development of new application features, *etc.*) and “Operational and Maintenance (O&M)” (e.g., application maintenance support, application defect resolution, *etc.*). RFQ at 10. The successful contractor will be required to perform these various IT activities for several different conservation-related IT applications and systems utilized by USDA agencies. *Id.*

To ensure the selected vendor can deliver the full panoply of IT services required to update and maintain USDA's conservation-related applications and systems, the solicitation required vendors to “provide development teams with cross-functional skills” and “specialized skillsets or subject matter experts” in the following 14 areas “at a minimum”: (1) enterprise content management frameworks; (2) application development; (3) Amazon Web Services cloud expertise; (4) mobile architectures and development; (5) reverse engineering ability; (6) hydrology and hydrological engineering; (7) geospatial architecture, dataflows, and integrations; (8) Esri

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<sup>2</sup> Our citations use the Adobe PDF pagination of documents in the record. Our citations to the RFQ are to the version conformed through RFQ amendment No. 3. An earlier amendment--amend. No. 2--and a later, final RFQ amendment--amend. No. 4--are referred to separately.

competency through Esri partnership<sup>3</sup>; (9) ArcGIS JavaScript API expertise<sup>4</sup>; (10) light detection and ranging (LiDAR) expertise<sup>5</sup>; (11) digital elevation model expertise; (12) 3D analysis expertise; (13) land survey expertise; and (14) science-based development, land survey-based development. RFQ at 20. As relevant here, while the solicitation requires provision of routine IT services, such as enterprise content management and cloud-based services, 9 of the 14 required identified skillsets involve some form of mapping, geospatial, or other engineering types of specialized IT expertise.

## History of Procurement and Protests

The current protest marks the fourth time, under two separate solicitations, that Spatial Front--the incumbent provider of the solicited services--has protested the agency's procurement of IT services in support of USDA's conservation programs. Using the procedures of FAR subpart 8.4, the agency initially solicited the required IT services on April 22, 2022, under RFQ No. 12314422Q0063 (the prior RFQ). *Spatial Front, Inc.*, B-420921.2, B-420921.3, Dec. 21, 2022, 2023 CPD ¶ 7 at 2. In response to the prior RFQ, the agency received five quotations, and on July 13 issued an order to Technology Solutions Provider, Inc. (TSPi), of Reston, Virginia. *Id.* at 3. Spatial Front filed a protest with our Office, arguing, among other things, that the required services were outside the scope of the labor categories TSPi quoted from its FSS contract. *Id.* In response to the protest, the agency submitted a notice of corrective action proposing to reevaluate quotations and make a new source selection decision. *Id.* As a result, we dismissed the protest as academic. *Spatial Front, Inc.*, B-420921, Aug. 15, 2022 (unpublished decision).

On September 9, following the agency's reevaluation of quotations under the prior RFQ, USDA again selected TSPi's quotation as the best value. *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 4. Spatial Front protested the source selection decision, again primarily arguing that USDA should have rejected TSPi's quotation because the required services were outside the scope of the vendor's underlying FSS contract. *Id.* On December 21, we sustained the protest because the record showed

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<sup>3</sup> According to the company's website, "Esri is the global market leader in geographic information system (GIS) software, location intelligence, and mapping." <https://www.esri.com/en-us/about/about-esri/overview> (site last visited May 4, 2024).

<sup>4</sup> "ArcGIS Maps SDK for JavaScript, previously known as *ArcGIS API for JavaScript*, is a developer product for building mapping and spatial analysis applications for the web." <https://developers.arcgis.com/documentation/glossary/arcgis-maps-sdk-for-javascript/> (site last visited May 4, 2024).

<sup>5</sup> LiDAR (Light Detection and Ranging) "is a remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth." <https://oceanservice.noaa.gov/facts/lidar.html> (site last visited May 4, 2024). These light pulses, combined with other data recorded by the airborne system, "generate precise, three-dimensional information about the shape of the Earth and its surface characteristics." *Id.*

the agency unreasonably determined the services quoted by TSPi were within the scope of its FSS contract. *Id.* at 1.

After we sustained Spatial Front's second challenge to the selection of TSPi, the agency terminated TSPi's order, and on June 20, 2023, resolicited the requirement under a new solicitation (RFQ No. 12314423Q0085), the solicitation at issue here. Contracting Officer's Statement (COS) at 1, 3. In response to the current RFQ, the agency received nine quotations, including those submitted by Spatial Front and Alpha Omega. *Id.* at 3; AR, Exh. 33, Source Selection Decision (SSD) at 2. After evaluating quotations, the agency issued an order to Alpha Omega, and Spatial Front protested the source selection decision. *Spatial Front, Inc.*, B-422058, Nov. 7, 2023 (unpublished decision). In response, the agency submitted a notice of corrective action, resulting in our Office's dismissal of the protest as academic. *Id.* As will be discussed further below, following evaluation of revised quotations, on January 24, 2024, the agency again selected Alpha Omega's quotation as the best value. AR, Exh. 33, SSD at 11. Now, in a fourth protest of this procurement overall and second protest of the procurement under the current RFQ, the incumbent Spatial Front again challenges the agency's source selection decision.

#### Current RFQ, Evaluation, and Award

On June 20, 2023, USDA issued the RFQ as a total small business set-aside using the procedures of FAR subpart 8.4, seeking to issue a single fixed-price order under the successful vendor's FSS contract, with an order performance period of between approximately 32.75 and 35.5 months.<sup>6</sup> RFQ at 2, 75. The solicitation contemplated

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<sup>6</sup> We note some discrepancies in the contract's anticipated period of performance. In this regard, the solicitation sets forth a total period of performance of "01/16/2024-12/28/2026," which is approximately 35.5 months. RFQ at 2. The incremental periods contained within the solicitation, however, do not sum to 35.5 months. Specifically, the solicitation sets out an approximate 2.75-month transition period followed by an approximate 9.25-month base period, one approximate 9.25-month option period, and a second approximate 11.5-month option period, which totals only approximately 32.75 months. *Id.*

We also note that the solicitation's "Planned Period of Performance" section appears to include a typographical error indicating that the "Transition In Period" will be from "01/16/2024-04/08/2025," rather than to 04/08/2024, as indicated in the solicitation's pricing workbook. *Id.*; AR, Exh. 7, RFQ attach. 9, Pricing Workbook at "Pricing" worksheet, column F, rows 25-26.

Additionally, there appears to be some period of performance time missing, as the period for "Option Period 1" is listed as "01/14/2025-10/20/2025," but "Option Period 2" is not shown as beginning until "01/13/2026"; in the pricing workbook, however, "Option Period 1" is from "1/14/2025" to "1/12/2026." RFQ at 2; AR, Exh. 7, RFQ attach. 9, Pricing Workbook at "Pricing" worksheet, columns J and M, row 26. While resolving the  
(continued...)

award on a best-value tradeoff basis, considering price and two non-price factors--prior experience and oral presentation. *Id.* at 80-81. The prior experience factor was more important than the oral presentation factor, and the two non-price factors, when combined, were more important than price. *Id.* at 80.

The solicitation established a phased process for the submission and evaluation of quotations. In phase one, vendors would submit prior experience volumes, consisting of up to four reference contracts. RFQ at 76-77. Based on its evaluation of vendors' prior experience, the agency would select the vendors "deemed the most capable" and advise them to proceed to phase two. *Id.* at 78. Vendors that were not among the most capable would still be permitted to proceed to phase two, should they choose. *Id.* Phase two required vendors to make an oral presentation responding to a set of six questions provided in the solicitation. *Id.* at 78-79. For the two non-price factors, the agency would assign vendors' quotations a rating of high confidence, some confidence, or low confidence. *Id.* at 76, 78. During phase two, the agency also would evaluate vendors' prices, which the solicitation stated would be assessed for reasonableness and balance. *Id.* at 80.

Further, the price evaluation during phase two would include assessment of labor category mapping required to be included with vendors' quotations. Specifically, the solicitation provided that each labor category a vendor "proposed to meet a Role listed in the RFQ must reasonably be mapped and the definition of the proposed labor category, as stated in the Contractor's GSA FSS contract, must fit the Role, as defined in the RFQ." AR, Exh. 10, RFQ amend. 10 at 2. The solicitation cautioned that if a quoted "labor category is quoted for a Role that does not map and fit the labor category definition in the base GSA contract the quote may be deemed ineligible for award and out of scope." *Id.*

The agency received nine phase one quotations, including those submitted by Spatial Front and Alpha Omega. AR, Exh. 33, SSD at 2. Of the nine vendors, only Spatial Front and Alpha Omega were deemed the most capable and advised to proceed to phase two. *Id.* at 2-3. Nonetheless, five of the nine vendors, including Spatial Front and Alpha Omega, chose to proceed to phase two by making oral presentations and submitting price quotations. *Id.* at 3. At the completion of evaluation, the agency selected Alpha Omega's quotation as the best value. *Id.* at 3. As noted above, Spatial Front protested the source selection decision, and the agency took corrective action. *Id.*

Specifically, the agency issued RFQ amendments 3 and 4 to revise the oral presentation and price factors and remove the requirement for vendors' quotations to include labor category mapping. AR, Exh. 33, SSD at 3; COS at 3; Memorandum of Law (MOL) at 2. With respect to labor categories, the amended pricing submission requirements stated that: "All LCATs shall be part of your GSA schedule MAS. These

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period of performance discrepancies between the solicitation's written text and the pricing workbook attachment is not necessary for our Office to decide the protest, the agency may wish to address these issues as part of its new source selection process.

LCATs will be reviewed for compliance, and non-compliant quotes will be removed.” AR, Exh. 7, RFQ attach. 9, Pricing Workbook at “Labor Categories” worksheet row 6. After amending the solicitation, the agency requested revised phase two price submissions, conducted new oral presentations, reevaluated quotations under the oral presentation and price factors, and made a new source selection decision. MOL at 2; AR, Exh. 33, SSD at 3. The agency’s corrective action did not allow revisions to, or reevaluation of, phase one quotations under the prior experience factor. MOL at 2.

Four of the five vendors that previously participated in phase two, including Spatial Front and Alpha Omega, chose to continue to participate in the competition. AR, Exh. 33, SSD at 3-4. Following the issuance of RFQ amendments 3 and 4, the four vendors participated in new oral presentations and submitted new price quotations. *Id.* After implementation of the agency’s corrective action, USDA evaluated quotations from Spatial Front and Alpha Omega as follows:

	<b>Spatial Front</b>	<b>Alpha Omega</b>
<b>Factor 1: Prior Experience</b>	High Confidence	High Confidence
<b>Factor 2: Oral Presentation</b>	High Confidence	Some Confidence
<b>Factor 3: Price</b>	\$49,771,594.72	\$44,167,326.07

AR, Exh. 33, SSD at 5. Based upon the evaluations and a comparative assessment of quotations, the contracting officer, who served as the source selection authority (SSA), selected Alpha Omega’s quotation as presenting the best value to the agency. See *generally id.* at 5-11. After being notified of the source selection decision and receiving a brief explanation of award, Spatial Front filed this protest with our Office.

## DISCUSSION

The protester argues that while Alpha Omega’s quoted labor categories (sometimes referred to as LCATs) are on the awardee’s FSS contract, the quoted labor categories do not encompass the specialized geospatial IT services required by the solicitation. Thus, Spatial Front contends, the agency should have found Alpha Omega ineligible for award as the solicited work is outside the scope of the awardee’s underlying FSS contract. For the reasons discussed below, we sustain the protester’s challenge in this regard.

The protester also challenges the agency’s evaluation of Alpha Omega’s quotation under both non-price factors, and maintains the agency made award on a lowest-priced, technically acceptable (LPTA) basis, rather than on a tradeoff basis as required by the solicitation. We find the protester’s evaluation and tradeoff challenges without merit. Similarly, while we do not address every argument or permutation thereof raised by the

protester, we have considered them all and find that none provide any bases to sustain the protest.<sup>7</sup>

### Scope of Awardee's FSS Labor Categories

Spatial Front argues that the agency should have rejected Alpha Omega's quotation as ineligible for award because the required work is outside the scope of the labor categories quoted by Alpha Omega from its FSS contract. See *generally* Protest at 24-28. While the agency maintains that Alpha Omega's quoted labor categories encompass the various IT skillsets required by the solicitation, USDA acknowledges that it did not conduct any pre-award assessment of whether the solicited work is within the scope of the awardee's quoted labor categories. See *generally* COS at 6; MOL at 22-26; Supp. MOL at 29. In light of the agency's concession that it did not consider whether the services it sought to procure were encompassed by Alpha Omega's quoted FSS labor categories before it made award to Alpha Omega, we sustain the protest.

Generally, procuring agencies are required to "obtain full and open competition" when "conducting a procurement for property or services." 41 U.S.C. § 3301(a)(1); see also FAR 6.101(a). The FSS program, directed and managed by GSA, gives federal agencies a simplified process for obtaining commonly used commercial supplies and services. FAR 8.402(a). The procedures established for the FSS program satisfy the requirement for full and open competition. 41 U.S.C. § 152(3)(A); FAR 6.102(d)(3), 8.404(a). Non-FSS products and services (also referred to as "open market items") generally may not be purchased using FSS procedures; instead, their purchase requires compliance with the applicable procurement statutes and regulations, including those

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<sup>7</sup> For example, the protester challenges the evaluation of Alpha Omega's quotation under the oral presentation factor because, according to Spatial Front, Alpha Omega's price--which was lower than Spatial Front's for the base year--reflects that Alpha Omega did not agree to perform certain required transition work or will significantly understaff the work in a risky manner during the base year. Protest at 16-18. Spatial Front also contends this indicates Alpha Omega's low price "was plainly unbalanced." *Id.* at 23-24. While Spatial Front couches these arguments as a technical evaluation challenge and an allegation of unbalanced pricing, respectively, in actuality, the protester is arguing the awardee's price is unrealistically low, *i.e.*, so low that it entails a performance risk. See *PricewaterhouseCoopers Public Sector, LLP*, B-415129.3, July 31, 2018, 2018 CPD ¶ 272 at 2-3.

The solicitation here, however, contemplated issuance of a fixed-price order and did not include a provision requiring the agency to conduct a price realism analysis. RFQ at 80. Accordingly, Spatial Front's allegations that the agency failed to consider the risk associated with the awardee's low price fail to state valid bases of protest where no such realism evaluation was required by the solicitation. *Id.* (dismissing allegations that awardee's low price should have resulted in lower technical evaluation as such arguments were, in actuality, price realism arguments but the solicitation did not require a price realism assessment); 4 C.F.R. §§ 21.1(c)(4), (f).

mandating the use of competitive procedures. FAR 8.402(f); *OMNIPLEX World Servs. Corp.*, B-291105, Nov. 6, 2002, 2002 CPD ¶ 199 at 4-5.

In other words, when an agency announces its intent to order from an existing FSS contract, all goods or services quoted must be on the vendor's schedule contract as a precondition to it receiving the order. *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 5. When a concern arises that a vendor is quoting services outside the scope of its FSS contract, the relevant inquiry is not whether the vendor is willing to provide the services the agency is seeking, but whether the services actually are included on the vendor's FSS contract, as reasonably interpreted. *Id.*; *American Security Programs, Inc.*, B-402069, B-402069.2, Jan. 15, 2010, 2010 CPD ¶ 2 at 3. In this regard, the fact that a vendor may state in its quotation that it is willing, and in fact is able, to provide the solicited services does not obviate an ordering agency's obligation to make certain that all of those services are within the scope of the vendor's FSS contract. *American Systems Consulting, Inc.*, B-294644, Dec. 13, 2004, 2004 CPD ¶ 247 at 5. If a portion of the services are outside the scope of that contract, then an ordering agency must use competitive procedures to procure them in order to satisfy the requirement for full and open competition. *Id.*

Where, as here, a protester alleges the services being procured are outside the scope of an awardee's applicable FSS contract labor categories, 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. *Advantaged Solutions, Inc.*, B-418790, B-418790.2, Aug. 31, 2020, 2020 CPD ¶ 307 at 5-6. Typically, whether the solicited services are within the scope of labor categories quoted from a FSS contract or are open market items requiring the use of competitive procedures, is a matter of technical acceptability.

The solicitation here, however, included the labor category evaluation as part of the price factor. Regardless, the standard of review is the same. *Guidehouse LLP*, B-419336 *et al.*, Jan. 21, 2021, 2021 CPD ¶ 60 at 15 n.14. Our focus in such an evaluation challenge is to ensure that an agency is appropriately procuring products or services that are on a vendor's FSS contract. *Id.* at 16 n.16. While our review allows for a degree of agency discretion in determining whether the solicited services are within the scope of a vendor's quoted labor categories, such discretion is tempered by the requirement for agencies to document adequately their evaluation results. *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 9. If an agency fails to document adequately its evaluation, it bears the risk that our Office may be unable to determine whether the evaluation was reasonable. *Id.* at 5.

Here, the record shows that in 2017, GSA awarded FSS contract No. GS-35F-360GA to Alpha Omega for five special item numbers (SINs): (1) SIN 518210C for cloud and cloud-related IT professional services; (2) SIN 54151HACS for highly adaptive cybersecurity services; (3) SIN 54141S for IT professional services; (4) SIN 54151HEAL for health IT services; and (5) SIN 541611 for management and financial consulting, acquisition and grants management support, and business program and project



management services. AR, Exh. 26, Alpha Omega FSS Contract at 1-2. Each labor category under every SIN on Alpha Omega's FSS contract includes "minimum/general experience," "functional responsibility," and "education requirements"--which we refer to collectively as a "functional description" for a particular position. See *id. generally* at 4-46.

As noted above, the solicitation required vendors to provide teams of personnel capable of providing a variety of IT services, including services that were somewhat general in nature (*e.g.*, enterprise content management, cloud management) and services that were more specialized in nature (*e.g.*, developing and maintaining applications and systems of a geospatial or engineering nature). RFQ at 20; see *also id.* at 28-43. The solicitation did not, however, mandate that vendors quote any particular positions or labor categories to provide teams with the necessary skillsets, nor did the solicitation detail any job or education requirements for vendors' quoted personnel. Similarly, the solicitation informed vendors of the number of current software development teams and full-time equivalents (FTEs) performing the solicited work, as well as the current labor categories being used, but stated this historical data was "informational only." AR, Exh. 7, RFQ attach. 9, Pricing Workbook at "Historical Train Composition" worksheet row 4.<sup>8</sup>

Initially, the solicitation required vendors to map the labor categories quoted from their FSS schedules to the team positions for which the categories were quoted. MOL at 5 n.2; AR, Exh. 10, RFQ amend. 2 at 1-2. After Spatial Front's protest of the agency's initial award to Alpha Omega, USDA issued RFQ amendments 3 and 4, which, in part, removed the requirement for labor category mapping, though the pricing workbook continued to advise vendors that: "All LCATs shall be part of your GSA schedule MAS. These LCATs will be reviewed for compliance, and non-compliant quotes will be removed." AR, Exh. 7, RFQ attach. 9, Pricing Workbook at "Labor Categories" worksheet row 6; see *also* Exh. 11, RFQ amend. 4 at 1; COS at 3; MOL at 2, 5 n.2; Supp. MOL at 28.

After amending the solicitation, the agency received revised quotations, and the record shows the contracting officer reviewed each vendors' quoted labor categories to confirm the categories were on the vendors' FSS contracts. AR, Exh. 31, Labor Category Conformance Review at 1-2. The contracting officer found that all four vendors quoted

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<sup>8</sup> We note that the solicitation's "Historical Train Composition" worksheet shows the work currently being performed by 12 teams, 6 of which include at least one labor category focusing on the specialized IT skillsets required by the solicitation-- "GIS/Geospatial/Esri Architect," "GIS Architect," "GIS Developer," and "GIS analyst." AR, Exh. 7, RFQ attach. 9, Pricing Workbook at "Historical Train Composition" worksheet column A, rows 9, 17, 22, 35, 52 and at column E, rows 9, 18-19, 27, 36, 38, 46.

labor categories currently on their schedule contracts.<sup>9</sup> *Id.* at 2. The agency acknowledges that this “conformance review” constitutes the extent of USDA’s contemporaneous consideration of whether the solicited services could be procured from Alpha Omega’s FSS contract. COS at 6. Specifically, the agency represents that this conformance review “is the agency’s memorandum documenting its review of Alpha Omega’s proposed labor categories to ensure each labor categor[y] was currently available on Alpha Omega’s FSS contract.” Supp. MOL at 29. The agency asserts that this review “demonstrates, the agency carefully confirmed that every single labor category proposed by Alpha Omega is, in fact, on its current FSS contract.” *Id.*

The protester argues the agency “did not properly evaluate whether Alpha Omega’s quote is within the scope of its MAS contract.” Protest at 25. Specifically, Spatial Front contends that “Alpha Omega’s MAS contract does not have *any* LCATs with geospatial expertise[,] [t]hus, Alpha Omega could not offer to provide the necessary personnel with geospatial expertise within the scope of its MAS contract.” *Id.* at 24. In support of its argument, Spatial Front notes that agency report exhibit 31 “is the extent of the Agency’s contemporaneous evaluation of whether Alpha Omega’s quote is within the scope of its MAS contract,” and that there is nothing in this document “or elsewhere in the contemporaneous record reflecting any consideration by the Agency of whether the LCATs Alpha Omega quoted were suitable for the services it will use them to provide in performing the Order.”<sup>10</sup> Comments & Supp. Protest at 30.

The agency responds by requesting that we dismiss Spatial Front’s argument as an untimely challenge to RFQ amendment 4. See *generally* Supp. MOL at 27-31.

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<sup>9</sup> The record shows that Alpha Omega quoted [DELETED] labor categories from its FSS contract--[DELETED] categories under SIN 54151S (IT professional services) and [DELETED] categories under SIN 541611 (management and financial consulting, acquisition and grants management support, and business program and project management services). Compare AR, Exh. 25, Alpha Omega Price Quotation at 1 with Exh. 26, Alpha Omega FSS Contract at [DELETED]. Alpha Omega’s quoted labor categories include positions such as “[DELETED],” “[DELETED],” and “[DELETED],” but do not include any GIS or geospatial specific positions. AR, Exh. 25, Alpha Omega Price Quotation at 1.

<sup>10</sup> Spatial Front also argues that the labor categories quoted by Alpha Omega under SIN 541611 are improper open market items because the solicitation required vendors to quote labor categories under only SIN 54151S. Comments & Supp. Protest at 38-39. The record does not support Spatial Front’s contention. Rather, the record shows the solicitation stated it was “for orders under” North American Industry Classification System (NAICS) code (541512), but made no mention of or restricted vendors to quoting from any specific SIN. RFQ at 2; *also see generally* RFQ. We note, however, that none of the SINs under which either Alpha Omega or Spatial Front quoted labor categories are under the solicitation’s stated NAICS code. See Supp. MOL at 40 n.6. As part of the agency’s new source selection process, USDA may wish to address the mismatch between the RFQ’s NAICS code and the SINs available on the vendors’ applicable FSS contracts.

Specifically, the agency contends that by removing the requirement for vendors to include labor category mapping in their quotations, amendment 4 “modified the ground rules of this procurement” in such a way that any challenge to the agency’s new evaluation methodology was required to be raised prior to the time set for receipt of revised quotations. *Id.* at 28, 31, *citing* 4 C.F.R. § 21.2(a)(1). The agency maintains that amendment 4 put vendors on notice that USDA would not review labor category mapping provided in vendors’ quotations but would only check if quoted labor categories were on a vendor’s FSS contract. Supp. MOL at 29.

There is no question that amendment 4 removed the requirement for vendors to provide labor category mapping as part of their price quotations. We disagree, however, with the agency’s view that amendment 4 also removed the requirement for USDA to ensure that the solicited services could properly be procured within the scope of the labor categories quoted from a vendor’s FSS contract, and were not, instead, improper open market items. For service contracts, such as the one here, regardless of whether a solicitation requires vendors to submit labor category mapping, ordering agencies are obligated to make certain that all of the services included in a vendor’s quotation are within the scope of the vendor’s FSS contract in order to satisfy the statutory requirement for full and open competition. *See e.g., American Systems Consulting, Inc., supra* at 5 (sustaining protest where the awardee’s quoted FSS labor category did not include the services required regardless of the “actual personnel qualifications identified by [the awardee] in its quotation for the various positions”); *see also OMNIPLEX World Servs. Corp., supra* at 6 (sustaining protest where agency did not consider if services quoted were covered by awardee’s FSS contract as agency “erroneously believe[d] that it was not required to make this inquiry as long as [the awardee] held a current FSS contract”).

Ordering agencies satisfy this obligation by considering whether, as reasonably interpreted, the functional descriptions of the labor categories quoted by a vendor from its FSS contract include the services that are proposed by the vendor and required by the solicitation.<sup>11</sup> *Deloitte Consulting, LLP*, B-419508; B-419508.2, April 15, 2021, 2021 CPD ¶ 170 at 5. If there is insufficient alignment--*i.e.*, if a quoted labor category’s functional description, as reasonably interpreted, does not encompass the services for which a vendor offers that position--then the labor category does not meet the requirements of the solicitation, and cannot serve as the basis for issuing an order to the vendor. *AllWorld Language Consultants, Inc.*, B-411481.3, Jan. 6, 2016, 2016 CPD ¶ 12 at 6.

For example, if a vendor’s quotation in response to a solicitation for engineering services offered to provide the required services by quoting labor categories for linguists

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<sup>11</sup> We note that, as was previously the case with the solicitation at issue here, agencies often meet this obligation by requiring vendors to submit labor category mapping to be assessed as part of the evaluation process. Agencies may choose to consider scope alignment without using vendor submitted labor category mapping as a starting point, however, as RFQ amendment 4 here indicated USDA intended to do.

from its FSS contract, the quoted engineering services would not be encompassed within the scope of the quoted linguist labor categories. In this context, the vendor would be offering to perform open market services since to perform the quoted engineering services it would have to provide engineers, which are not part of the linguist labor categories quoted from the vendor's FSS contract.<sup>12</sup> As previously noted, open market items generally may not be procured using FSS procedures; instead, their purchase requires compliance with applicable procurement statutes and regulations, including those requiring the use of competitive procedures to satisfy the statutory requirement for full and open competition. FAR 8.402(f); *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 5.

Further, we do not see how the amendment's language--that labor categories "will be reviewed for compliance, and non-compliant quotes will be removed"--put vendors on notice that the agency would not consider whether a vendor's quoted labor categories encompassed the work to be performed or if the services the vendor offered to provide were open market items. See *e.g.*, *American Systems Consulting, Inc.*, *supra* at 5 n.5 (noting that a solicitation's reference to "nearly equating" labor categories did not permit the agency to use FSS procedures to purchase services not on a vendor's FSS contract). In our view, the plain language of the amendment indicated that even though labor category mapping was no longer a required component of vendors' quotations, the agency intended to review vendors' quoted labor categories to ensure the solicited services could be procured in compliance with the requirements of the FSS program in order to satisfy the statutory obligation for full and open competition. Accordingly, we decline to dismiss Spatial Front's scope challenge as untimely.

In responding substantively to Spatial Front's scope challenge, USDA represents that "to the extent that the agency was seeking contractor staff with geospatial expertise, any reasonable interpretation of Alpha Omega's MAS contract labor categories will find those employees included within five of the MAS contract labor categories Alpha Omega included in its price quote." MOL at 23. The entirety of USDA's explanation that five of Alpha Omega's quoted labor categories encompass the solicited services was presented as a post-protest argument made not by the evaluation team or SSA but by counsel for the agency. See *id.* at 23-26. Thus, the record reflects that at no point prior to award, nor any point after award in response to the protest, did the evaluators or

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<sup>12</sup> We note that even if, in the above example, the vendor had engineering labor categories on its schedule contract that encompassed the required services, such that the services were not open market items, the agency would not be permitted to issue the order based on the quotation as submitted. See *AllWorld Language Consultants, Inc.*, *supra* at 6 (noting "to the extent that GSA seems to be suggesting that it was unobjectionable to issue the task order to SOSI because one or another of the labor categories under its FSS contract may include the services to be performed, that suggestion also misses the point because SOSI did not actually quote any of the other labor categories under its FSS contract"). The agency could choose, but would not be obligated, to open discussions and permit vendors to submit revised quotations, however.

SSA--in any capacity--consider whether the FSS labor categories quoted by Alpha Omega encompassed the solicited services. It may be that the agency can reasonably conclude that the quoted labor categories are encompassed within Alpha Omega's FSS contract. Without any evidence in the record that the SSA or agency evaluators reached such a conclusion, however, our Office is unable to find that the agency reasonably considered the matter. Accordingly, we conclude the record here is inadequate to show the reasonableness of USDA's determination that Alpha Omega's quotation was eligible for award.

In sum, the agency failed to consider whether Alpha Omega's quoted FSS labor categories, as reasonably interpreted, encompassed the required services, or if Alpha Omega's quotation offered to perform services that were not on its schedule contract--*i.e.* were open market items. Accordingly, we cannot find reasonable the agency's conclusion that Alpha Omega's quotation was eligible for award. See *e.g.*, *AllWorld Language Consultants, Inc.*, *supra* at 7 (sustaining protest where agency failed to reasonably determine if the required services were within the scope of the FSS labor category on which the awardee's quotation was based). As we find the agency failed to conduct the necessary assessment to ensure it was not improperly procuring open market items through an FSS order, we need not address the parties' cross-arguments regarding whether a reasonable interpretation of Alpha Omega's quoted FSS labor categories sufficiently aligns with the RFQ's required services.

Competitive prejudice is an essential element of a viable protest, and we will only sustain a protest where the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. *Battelle Mem'l Inst.*, B-418047.3, B-418047.4, May 18, 2020, 2020 CPD ¶176 at 8. Here, the agency's issuance of an order under an FSS contract to a vendor that may not have all of the required services on its FSS contract, and whose quotation would therefore be ineligible, competitively prejudiced vendors that properly submitted quotations based on their FSS contracts. *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 11-12. Accordingly, we sustain this aspect of Spatial Front's protest.

### Remaining Challenges

The protester also challenges the agency's evaluation of Alpha Omega's quotation under both non-price factors, and maintains the agency made award on an LPTA basis, rather than on a tradeoff basis as required by the solicitation. As discussed below, we do not find that these arguments provide additional bases to sustain the protest.

We note at the outset that when, as here, an agency issues a solicitation to FSS vendors under the provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate the quotations; rather, we review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *AllWorld Language Consultants, Inc.*, *supra* at 2-3. A protester's disagreement with the agency's

evaluation judgments, without more, is not sufficient to establish that an agency acted unreasonably. *Belzon, Inc.*, B-404416 *et al.*, Feb. 9, 2011, 2011 CPD ¶ 40 at 6.

Additionally, when a procurement conducted pursuant to FAR subpart 8.4 provides for the issuance of an order on a best-value tradeoff basis, it is the function of the SSA to perform a price/technical tradeoff, that is, to determine whether one quotation's technical superiority is worth its higher price. *VariQ Corp.*, B-409114 *et al.*, Jan. 27, 2014, 2014 CPD ¶ 58 at 14. The extent to which technical superiority is traded for a lower price is governed only by the test of rationality and consistency with the solicitation's evaluation criteria. *General Dynamics Info. Tech., Inc.*, B-406030, B-406030.3, Feb. 25, 2012, 2012 CPD ¶ 55 at 6. Even when a solicitation emphasizes technical merit over price, an agency properly may select a lower-priced, lower-rated quotation if the agency reasonably concludes that the price premium involved in selecting a higher-rated, higher-priced quotation is not justified in light of the level of technical competence available at a lower price. *Belzon, Inc.*, *supra* at 11.

### Prior Experience

Under the prior experience factor, vendors were permitted to submit up to four reference contracts. RFQ at 76-77. The solicitation required at least one of the four references to be for the prime contractor and allowed the remaining references to be from the prime or "Subcontractors that are performing 20 [percent] or more of the work." *Id.* at 77. If a vendor proposed any subcontractor(s) to perform 20 percent or more of the contract value, the solicitation required the vendor to "submit a separate chart and narrative" describing the subcontractor(s)' prior experience. *Id.*

The solicitation required vendors to demonstrate specific types of prior experience. First, vendors were required to describe "experience leading a team with civil engineering related software products working a variety of engineering and agronomic specialists." RFQ at 76. Second, the solicitation required a description of "experience leading a team [with a] geospatially based application that integrates with multiple data layers and performs complex geospatial analysis, uses large digital elevation models and databases for engineering design and analysis, and uses multiple geospatial tabular databases for engineering and agronomic practice design." *Id.* Third, the solicitation required vendors to "[p]rovide a table" describing experience with seven specific technologies--e.g., enterprise content management, geospatial architecture, land-survey based development. *Id.* at 77.

The record shows that the awardee proposed [DELETED] as a subcontractor to perform [DELETED] percent of the work under the order, and submitted two contract references for Alpha Omega and two for [DELETED]. AR, Exh. 24, Alpha Omega Prior Experience Quotation at 3, 12, 14, 16, 18. The evaluators noted nine "Observations" instilling "High Confidence," such as that the awardee's submitted references showed "significant" expertise or experience "working with requisite civil engineering software," "developing applications that use large digital elevation models," and "developing GIS based applications." AR, Exh. 30, Technical Evaluation Panel (TEP) Consensus Report (TEP

Rpt.) at 4. The evaluators further observed as “High Confidence” indicators that the submitted references showed experience developing “geospatial applications,” and “scientific algorithms and software products for environmental data requirements.” *Id.* The evaluators also found there were five aspects of the awardee’s references that instilled only “Some Confidence” because, for example, it was “unclear whether work performed is leading and delivering software development or coordinating development support with other vendors,” and some of the “[e]xperience describe[d] integration and support of existing systems more than leading development efforts.” *Id.* Overall, the evaluators concluded Alpha Omega’s quotation merited a rating of “High Confidence” under the prior experience factor. *Id.*

Spatial Front argues that it is impossible for the awardee’s quotation to have merited the highest possible rating of “high confidence” under the most important factor (prior experience) because Alpha Omega does not have any experience providing the specialized type of geospatial IT services required by the solicitation. *See generally* Protest at 9-12. Further, the protester contends that “even if” Alpha Omega has some experience, based on the evaluated combination of nine “high confidence” observations and five “some confidence” observations “the Agency could not reasonably conclude it had overall ‘*high confidence*’,” as defined by the solicitation. Comments & Supp. Protest at 8, *citing* RFQ at 76 (defining a rating of “high confidence” as: “The Government has *high confidence* the vendor understands the requirement, proposes a sound approach, and will be successful in performing the contract with *little or no* Government intervention.”).

Spatial Front additionally challenges the reasonableness of some of the agency’s specific confidence-raising observations, in part because the experience was not in a leadership capacity and in part because the experience upon which the observations were based was the experience of Alpha Omega’s subcontractor [DELETED], rather than Alpha Omega’s direct experience. Comments & Supp. Protest at 8-11. Finally, the protester takes issue with the format of Alpha Omega’s quotation, contending that the awardee failed to comply with the solicitation’s quotation submission instructions by commingling Alpha Omega’s and [DELETED]’s experience, rather than submitting separate charts and narratives as required by the solicitation. *Id.* at 6.

The agency notes the solicitation allowed for up to three of a vendors’ four prior experience references to be from subcontractors quoted to perform 20 percent or more of the work, and, thus, the evaluators’ consideration of [DELETED]’s experience in assessing the aspects of the awardee’s quotation that instilled confidence was in accordance with the solicitation. Supp. MOL at 8. As to the protester’s contention that the awardee’s experience references do not demonstrate sufficient leadership, the contention is not supported by the record. *See generally id.* at 11-12. For example, one of [DELETED]’s references is for a USDA contract “to provide the full range of software design, development, and production services for 78 applications”; included the use of “diverse technologies,” such as ArcGIS; involved the alignment of seven teams comprising 83 FTEs; and required coordination with multiple stakeholders. AR, Exh. 24, Alpha Omega Prior Experience Quotation at 14-15.

As another example, one of Alpha Omega's own references is for a contract with the National Oceanic and Atmospheric Administration (NOAA) for the provision of "comprehensive IT services, including development, O&M, and infrastructure support" for "a large and complex effort supporting scientific applications and geospatial dataflows"; supporting 18 NOAA "offices across 6 states" with "74 Alpha Omega staff members." *Id.* at 18-19. Further, the agency responds that there was sufficient information in the awardee's quotation so the evaluators "could see which experiences were [Alpha Omega's] versus [DELETED]'s." Supp. COS at 1; see *also* Supp. MOL at 6-7, *citing* AR, Exh. 24, Alpha Omega Prior Experience Quotation at 5. Finally, the agency maintains that it reasonably assessed Alpha Omega's quotation as meriting a rating of "high confidence" based on its submitted experience references showing work similar to the solicited services. COS at 5.

Based on the record here, we find no basis to question the agency's conclusions that the awardee's quotation was compliant with the solicitation's submission instructions, and sufficiently demonstrated leadership experience with the various IT skillsets required by the solicitation.<sup>13</sup> Moreover, our Office repeatedly has rejected arguments that essentially seek a mathematical or mechanical comparison of the number of weaknesses, or, as here, "some confidence" as opposed to "high confidence" observations, in an offer or quotation. *Candor Solutions, LLC*, B-417950.5, B-417950.6, May 10, 2021, 2021 CPD ¶ 199 at 10-11. Rather, the essence of an agency's evaluation is reflected in the evaluation record itself, not the adjectival ratings, which are merely guides for intelligent decision making. *Id.* Accordingly, we deny the protester's challenge to the agency's evaluation of Alpha Omega's prior experience. See *International Center for Language Studies, Inc.*, B-419737.3, Dec. 20, 2021, 2022 CPD ¶ 85 at 6.

### Oral Presentation

Under the oral presentation factor, vendors were required to respond to six questions set forth in the solicitation. RFQ at 78-79. The record shows for each of the six questions the evaluators noted things that both raised and lowered "expectations of success" for Alpha Omega's oral presentation. AR, Exh. 30, TEP Rpt. at 5-10. In total, the TEP found 14 instances where Alpha Omega's responses raised expectations of success and 24 instances where the responses lowered expectations of success. *Id.* Overall, the TEP concluded Alpha Omega's responses to the oral presentation questions merited a rating of "Some Confidence," *Id.* at 5.

Spatial Front contends that "[u]nder a reasonable evaluation, Alpha Omega would have received a Low Confidence rating." Comments & Supp. Protest at 13. In support of this

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<sup>13</sup> In any event, even if Alpha Omega's quotation can be read as noncompliant with the solicitation's submission instructions to vendors--which we do not conclude--the solicitation provided only that failure to follow the instructions "*may* make the [quotation] non-responsive to the RFQ," but did not require the agency to eliminate a non-compliant submission from the competition. RFQ at 74 (emphasis added).



assertion, Spatial Front primarily cites to the individual evaluator notes of the oral presentation rather than to the TEP's final consensus report. The protester claims the consensus evaluation unreasonably failed to include 15 confidence lowering items included in the individual evaluator notes and unreasonably assessed 7 confidence raising items in part "contradicted and nullified" by the individual evaluator notes. *Id.* at 13, 16, and *generally* at 14-19, *citing* AR, Exh. 32, Individual Evaluator Notes of Oral Presentations.

The agency explains that "[d]uring Oral presentations the TEP wrote observations that provided them varying levels of confidence throughout the presentation," and that "at the end of each offeror's presentation the TEP would convene for a consensus rating for that Offeror," which is reflected in the TEP "Consensus Confidence Rating." Supp. COS at 1. The agency asserts that the protester's arguments "merely take issue with the evaluators' discretionary determinations about what information from their respective notes did, and did not, warrant inclusion in the consensus evaluation." Supp. MOL at 15. We agree.

Contrary to Spatial Front's contentions, weaknesses noted only in the worksheet of an individual evaluator, but not in the final consensus report, are not considered weaknesses assessed in a quotation; thus, challenges based on such weaknesses provide no basis to sustain a protest. *Manutek Inc.*, B-422096, B-422096.2, Jan. 5, 2024, 2024 CPD ¶ 169 at 3 n.6. Our decisions explain that it is not unusual for individual evaluator ratings to differ from one another, or to differ from the consensus rating eventually assigned; indeed, a score, or as here, a rating, reasonably may be determined after discussions among the evaluators. *Unitec Distribution Sys.*, B-419874, B-419874.2, Aug. 20, 2021, 2021 CPD ¶ 307 at 4. Our concern is not whether the final ratings are consistent with the earlier, individual ratings, but whether they reasonably reflect the relative merits of the quotation. *Id.* Moreover, it is well-settled that, following discussions between agency evaluators, an agency may reach consensus assessments that do not reflect the initial assessments of individual evaluators. *Accenture Fed. Servs., LLC*, B-421134.2 *et al.*, Apr. 12, 2023, 2023 CPD ¶ 90 at 14. We have noted that such discussions between evaluators may correct mistakes or misperceptions that occurred in the initial evaluation. *Id.*

Here, as explained above, the record shows that following completion of each oral presentation, the evaluators met to discuss the ratings that would be assigned and develop a consensus assessment for each vendor. Based on our review of the record, we find no basis to question the agency's consensus evaluation of the awardee's quotation. Nor do we find the mere fact that there were differences between individual evaluator notes and the final consensus evaluation to be objectionable. See *e.g.*, *Accenture Fed. Servs., LLC*, *supra* at 14-15 (denying protester's argument that awardee's rating of high confidence was unsupported because individual evaluator notes of the awardee's oral presentation highlighted weaknesses not identified in the consensus evaluation report).

## Tradeoff

In addition to challenging the source selection decision as being based on a flawed evaluation of quotations, Spatial Front contends the agency failed to consider the qualitative differences between quotations and improperly converted the procurement from a best-value tradeoff to a best-value LPTA source selection. *See generally* Protest at 29-32. The agency represents the SSA “specifically considered whether [Spatial Front’s] higher-rated technical [quotation] justified paying a premium . . . and determined it did not.” COS at 6.

The record here does not support the protester’s contention that the agency made award on an LPTA basis. Rather, the record shows the evaluators highlighted several benefits and advantages associated with Spatial Front’s higher technically rated and higher-priced quotation. AR, Exh. 30, TEP Rpt. at 31-32. The SSA considered each of the benefits identified by the evaluators, and specifically compared Spatial Front’s and Alpha Omega’s quotations in each area. AR, Exh. 33, SSD at 7-11. The SSA acknowledged that Spatial Front was “the higher technically rated” vendor, but also noted Spatial Front’s approximately \$5.6 million price premium over the roughly 3-year life of the order. *Id.* at 11. The SSA concluded that the benefits of Spatial Front’s quotation did not justify Spatial Front’s associated price premium. *Id.* at 11. Accordingly, we deny the protester’s specific challenge that the source selection decision was improper because it was made on an LPTA basis. *See e.g., Belzon, Inc., supra* at 11 (denying protest that agency made award on an LPTA basis where SSA considered specific strengths but concluded benefits did not outweigh protester’s price advantage).

However, as a result of our conclusion that the agency failed to consider whether the solicited services reasonably are encompassed by the awardee’s quoted FSS labor categories, we sustain the protester’s challenge to the source selection decision because it was based on a flawed evaluation.

## RECOMMENDATION

In light of our finding that the agency unreasonably found Alpha Omega’s quotation eligible for award without considering if the vendor’s quoted FSS labor categories aligned with the requirements of the solicitation, we conclude that the protested order was not properly issued to Alpha Omega. Accordingly, we recommend the agency reevaluate and make a new source selection decision, consistent with our decision. If the new source selection decision determines that a vendor other than Alpha Omega offers the best value to the agency, then USDA should terminate the issued order for the convenience of the government.

In addition to reevaluating and making a new source selection decision, we also recommend that Spatial Front be reimbursed its costs of filing and pursuing this protest, including reasonable attorneys’ fees. 4 C.F.R. § 21.8(d)(1). The protester should submit its claim for such costs, detailing and certifying the time expended and costs

incurred, with the contracting agency within 60 days of receiving this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez  
General Counsel