



Decision

Matter of: Spatial Front, Inc.
File: B-422058.4; B-422058.5
Date: December 6, 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.

Jonathan T. Williams, Esq., Katherine B. Burrows, Esq., Eric A. Valle, Esq., and Kelly A. Kirchgasser, Esq., Piliero Mazza PLLC, for the protester.
David S. Black, Esq., Gregory R. Hallmark, Esq., Amy L. Fuentes, Esq., and John M. McAdams III, Esq., Holland & Knight LLP, for Alpha Omega Integration LLC, the intervenor.
Elin Dugan, Esq., Department of Agriculture, for the agency.
Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's issuance of a task order to a vendor under its Federal Supply Schedule (FSS) contract is sustained where record shows the agency unreasonably determined the solicited services were within the scope of the labor categories quoted by the vendor, and improperly overlooked the quotation's failure to comply with a material solicitation requirement.

DECISION

Spatial Front, Inc. (Spatial Front), of Bethesda, Maryland, protests the issuance of a federal supply schedule (FSS)¹ order to Alpha Omega Integration LLC (Alpha Omega), of Vienna, Virginia, under request for quotations (RFQ) No. 12314423Q0085, issued by the U.S. Department of Agriculture (USDA) for information technology (IT) services. The protester contends the services required under the RFQ are outside the scope of the labor categories quoted by the awardee.

¹ 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 Federal Acquisition Regulation (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. We also use the term "labor categories" and the acronym "LCATs" interchangeably herein.

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 2-3.² The solicitation sought 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 vendor 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 competency through Esri partnership³; (9) ArcGIS JavaScript API expertise⁴; (10) light

² Our citations use the Adobe PDF pagination of documents in the record.

³ 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> (last visited Nov. 18, 2024).

⁴ “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/> (last visited Nov. 18, 2024).

detection and ranging (LiDAR) expertise⁵; (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 fifth 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 since the procurement effort began approximately 31 months ago. 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 (LCATs) 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).

In September 2022, 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 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. *Spatial Front, Inc.*, B-422058.2, B-422058.3, May 21, 2024, 2024 CPD ¶ 120 at 4. In response to the current RFQ, the agency received nine quotations, including those submitted by Spatial

⁵ 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> (last visited Nov. 18, 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.*

Front and Alpha Omega. *Id.*; AR, Exh. 24, 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-422058.2, B-422058.3, *supra* at 4. In response, the agency submitted a notice of corrective action, resulting in our Office's dismissal of the protest as academic. *Spatial Front, Inc.*, B-422058, Nov. 7, 2023 (unpublished decision).

Following evaluation of revised quotations, on January 24, 2024, the agency again selected Alpha Omega's quotation as the best value. *Spatial Front, Inc.*, B-422058.2, B-422058.3, *supra* at 4. Spatial Front again protested the source selection decision, primarily arguing--similar to its challenge of TSPi--that USDA should have rejected Alpha Omega's quotation because the required services were outside the scope of the vendor's underlying FSS contract. *Id.* at 4, 6. On May 21, we sustained the protest because the record showed the agency failed to consider whether Alpha Omega's quoted FSS LCATs, as reasonably interpreted, encompassed the required services. *Id.* at 13. Now, as will be discussed further below, in a fifth protest of this procurement overall and third protest of the procurement under the current RFQ, the incumbent Spatial Front challenges the agency's decision to issue an order to Alpha Omega following USDA's reevaluation of quotations after issuance of our second sustain decision related to this procurement.

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 a base period of approximately 1-year and two option periods of approximately 9-months and 11.5-months, respectively. RFQ at 2, 81. The solicitation specified that it was issued "under MAS N[AI]CS Code 541512--\$34 million Computer Systems Design Services."⁶ *Id.* at 2, 75. Other than the NAICS code and corresponding size standard, the solicitation did not specify that it was being issued to holders of FSS contracts under any particular schedule or special item number (SIN).⁷ *Id.*; AR, Exh. 24, SSD at 4.

The solicitation contemplated award on a best-value tradeoff basis, considering price and two non-price factors--prior experience and oral presentation. RFQ at 80-81. The

⁶ The North American Industrial Classification System--NAICS--code scheme is used by the federal government to identify and classify specific categories of business activity that represent a firm's lines of business. *Superior Optical Labs, Inc.*, B-418618, B-418618.2, July 7, 2020, 2020 CPD ¶ 229 at 2 n.2. The various federal acquisition small business programs use NAICS codes to delineate the size standards applicable to various types of business activities. See FAR 19.102.

⁷ A SIN is a group of generically similar (but not identical) supplies or services that are intended to serve the same general purpose or function. FAR 8.401.

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, and based on evaluation of prior experience the agency would advise the vendors “deemed the most capable” to proceed to phase two.⁸ *Id.* at 76, 78. In phase two, vendors would 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.

As part of phase two, the agency also would evaluate vendors’ prices, which the solicitation stated would be assessed for reasonableness and balance. RFQ at 80. Vendors were to submit their pricing using a template included as solicitation attachment 9, which was a Microsoft Excel workbook composed of multiple worksheets: (i) “Instructions”; (ii) “Proposed Train Composition”; (iii) “Pricing”; (iv) “Labor Categories”; and (v) Historical Train Composition.”⁹ AR, Exh. 7, RFQ attach. 9, Pricing Template.

The agency received nine phase one quotations and five phase two quotations, including those submitted by Spatial Front and Alpha Omega. AR, Exh. 24, SSD at 2. With regards to the current evaluation, USDA assessed the quotations from Spatial Front and Alpha Omega as follows:

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

Id. at 7. Additionally, the contracting officer, who served as the source selection authority (SSA), concluded that Alpha Omega’s quoted LCATs covered the scope of the solicited services. AR, Exh. 23, Alpha Omega LCAT Analysis Memo at 1. Based on a comparative assessment of quotations, the SSA selected Alpha Omega’s quotation as presenting the best value to the agency. COS at 4; AR, Exh. 24, SSD at 13. After being notified of the source selection decision and receiving a brief explanation of award, Spatial Front filed this protest with our Office.

⁸ Vendors not “deemed the most capable” were not advised to proceed to phase two, but were permitted to do so if they chose. RFQ at 78.

⁹ The term “proposed train” refers to a vendor’s quoted labor category staffing mix for the various task force teams set forth in the solicitation. AR, Exh. 7, RFQ attach. 9, Pricing Template at Instructions worksheet, cells A10-13. Similarly, the term “historical train” refers to “the current teams supporting” the required effort, which was included in the solicitation for informational purposes.⁹ *Id.* at cells A41-42.

DISCUSSION

The protester contends that despite “more than two years and multiple rounds of evaluations and reevaluations” the agency has failed “to satisfy its obligation to ensure” that the FSS order USDA issued “is within the scope of the awardee’s” underlying FSS contract, and that the agency’s latest reevaluation and award to Alpha Omega shows USDA “still has not gotten this right.” Protest at 1-2. As in *Spatial Front*’s four previous protests challenging USDA’s acquisition efforts under this procurement, the crux of the protester’s argument is that the solicited services are outside the scope of the awardee’s FSS contract. *Id.* at 10-12. Specifically, the protester maintains “it is not possible” for Alpha Omega’s quotation “to provide the mapping, geospatial, and other engineering-types of specialized IT expertise required under the RFQ . . . within the scope of its FSS contract that does not contain any of the specialized positions needed for this work.” *Id.* at 2. For the reasons explained below, we sustain the protest.¹⁰

Legal Standard

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 requirements 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 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-410921.3, *supra* at 5. For service contracts, such as the one here, 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. *American Systems Consulting, Inc.*, B-294644, Dec. 13, 2004, 2004 CPD ¶ 247 at 5; *OMNIPLEX World Servs. Corp.*, *supra* at 4. Ordering agencies satisfy this obligation by considering whether, as reasonably interpreted, the functional descriptions of the LCATs quoted by a vendor from its FSS contract include the services that are proposed by the vendor and required by the solicitation. *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 LCAT’s functional

¹⁰ We do not address in detail every argument, or permutation thereof, raised by *Spatial Front*, but have considered them all, and find that none other than those discussed herein provides a basis to sustain the protest.

description, as reasonably interpreted, does not encompass the services for which a vendor offers that position--then the LCAT 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.

When, as here, a protester alleges the services being procured are outside the scope of an awardee's applicable FSS contract LCATs, 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 LCATs 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 evaluation of LCATs as part of the price factor. AR, Exh. 7, RFQ attach. 9, Pricing Template at Labor Categories worksheet, cell A6.

Regardless of whether an agency structures its procurement such that the consideration of scope alignment is part of the technical or price evaluation, the standard of review for our Office 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. 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, as reasonably interpreted. *Tri-Starr Mgmt. Servs., Inc.*, B-408827.2, B-408827.4, Jan. 15, 2015, 2015 CPD ¶ 43 at 8; *Spatial Front, Inc.*, B-420921.2, B-420921.3, *supra* at 5.

Scope Alignment Between RFQ and Awardee's FSS LCATs

Here, the record shows that in 2017, GSA awarded FSS contract No. GS-35F-360GA to Alpha Omega for five SINS: (1) SIN 518210C for cloud and cloud-related IT professional services; (2) SIN 54151HACS for highly adaptive cybersecurity services; (3) SIN 54151S 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. 19, Alpha Omega FSS Contract at 1-2. Each labor category under every SIN on Alpha Omega's FSS contract includes "minimum education," minimum years of experience," and "functional responsibilities" --*i.e.*, the "functional description" for a particular LCAT. See *id. generally* at 4-46.

As detailed above, the RFQ solicited IT functions--both general and geospatially-specialized in nature, and required vendors to provide teams of personnel capable of providing the full panoply of needed IT services. 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

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.

In our most recent decision involving this procurement, we sustained Spatial Front’s protest because “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.” *Spatial Front, Inc.*, B-422058.2, B-422058.3, *supra* at 13. Subsequent to our decision, USDA chose to reevaluate existing quotations by reviewing the “Labor Categories” worksheet of each vendors’ pricing workbook. COS at 2.

In describing the reevaluation process, the agency explains the contracting officer and contracting officer’s representative “reviewed the RFQ and identified all of the tasks in the Performance Work Statement (PWS) that related to contractor performance or deliverables,” and “created an Excel spreadsheet that listed all the identified PWS tasks and included a tab for each [vendor] that listed all of the LCATs they [quoted] for this procurement alongside the LCAT definition taken from the [vendor’s] FSS contract.”¹¹ COS at 3. The contracting officer then asked the program offices for whom the solicited services are being acquired “to assign subject matter experts (agency SMEs) who could review the identified PWS tasks alongside each [vendor’s quoted] LCATs and corresponding FSS contract LCAT definitions to determine which of the [quoted] LCATS, or combination of LCATs, aligned with the listed PWS tasks.” *Id.*; AR, Exh. 23,

¹¹ The record does not reveal--and the agency does not explain--why USDA chose to compare the functional descriptions of Alpha Omega’s quoted LCATs against each individual PWS task, of which there are approximately 60. We note that nothing in our prior decisions necessitated such an analysis. The agency could have, for example, performed a more streamlined analysis assessing whether the functional descriptions of the quoted LCATs, as reasonably interpreted, encompassed the 14 skillset areas identified by the RFQ as the foundation for performance of the solicited services. See e.g., *Red River Computer Co., Inc.; MIS Sci. Corp.*, *supra* at 9 (denying protest that agency failed to match the individual features encompassed by each quoted offering where agency reasonably assessed “the core function of the cloud services being quoted” fell within the scope of the awardee’s schedule contract).

We further note, as discussed in more detail below, solely comparing the scope of the LCATs to the PWS tasks is problematic because the analysis does not account for how a vendor in fact proposed to perform the PWS tasks in its staffing approach. For example, the agency may find that a PWS task falls within a particular LCAT proposed by a vendor, but the vendor’s identified staffing approach may not contemplate using that particular LCAT to perform the PWS task the agency matched to the LCAT. The evaluation approach used by the agency does not account for this potential mismatch and instead simply assumes that the vendor will use a particular LCAT to perform certain PWS tasks.

Alpha Omega LCAT Memo at 1; see *generally* AR, Exh. 22, Agency SMEs Workbook. The program offices identified two agency SMEs, the first of whom is the project manager for one of the teams currently providing some of the solicited services, and the second of whom is the product manager for three of the teams providing some of the GIS solicited services. COS at 3; AR, Exh. 23, Alpha Omega LCAT Memo at 1. The second agency SME also participated as one of the technical evaluation team members for this procurement. COS at 3.

The record shows the LCAT analysis prepared by the agency SMEs is essentially a crosswalk listing the various PWS tasks next to a list of the LCATs the agency SMEs concluded could perform the work. See e.g., AR, Exh. 22, Agency SME LCAT Workbook at Task Alignment worksheet cells A12-13, B12-13. Based on the agency SMEs crosswalk, the contracting officer prepared a memorandum for each vendor. COS at 4. Relevant here, the contracting officer found “that Alpha Omega’s LCATs from their GSA Schedule are reasonable and align with the scope of each task within the PWS.” AR, Exh. 23, Alpha Omega LCAT Memo at 1.

Most relevant to the protest are the “Subject Matter Expert I” and “Subject Matter Expert II” (collectively the awardee SMEs) LCATs quoted by Alpha Omega. The functional description for the two awardee SMEs are identical except for the number of minimum years of experience. The level I awardee SME has a minimum of 3 years’ experience while the level II awardee SME has a minimum of 5 years’ experience. AR, Exh. 19, Alpha Omega FSS Contract at 44. The functional description for the two awardee SME labor categories states:

Provides extremely high -level subject matter expertise for work described in the task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and implementation advice on complex problems which require doctorate level knowledge^[12] of the subject matter for effective implementation. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order requirements. Provides advice on esoteric problems which require extensive knowledge of the subject matter. Designs and prepares technical reports, studies, and related documentation, makes charts and graphs to record results, prepares and delivers presentations, training, and briefings as required by the task order.

Id. at 44-45.

¹² We note that while the functional description states the awardee’s SME labor category provides advice on problems requiring “doctorate level knowledge” the minimum education requirement listed for both the level I and level II awardee SMEs is only a bachelor’s degree. AR, Exh. 19, Alpha Omega FSS Contract at 44.

The agency SMEs' crosswalk provides very limited contemporaneous explanation of why a particular LCAT was mapped to a particular PWS task.¹³ See generally, AR, Exh. 22, Agency SME LCAT Workbook at Task Alignment worksheet, column C. For the two awardee SME LCATs, however, the agency SMEs contemporaneously noted:

Geospatial knowledge and skills are implied to be required for this task. Subject Matter Expert I or II LCAT needs to include geospatial expertise as a GIS Analyst or similar LCAT is not provided.

Id. at cell C13. This notation was made for only one of the approximately 60 PWS tasks--a task related to development, modernization, and enhancement of the USDA Natural Resource Conservation Service's engineering tool suite (referred to as NETS). *Id.* at cell A13. The agency explains this notation was meant to convey that while Alpha Omega "had not quoted any geospatial-specific categories," the agency SMEs "interpreted [Alpha Omega's] Subject Matter Expert I and II LCATs as including the geospatial expertise needed for this task." Agency SME Statement at 1. Further, USDA provides that the agency SME's "did not see a need to repeat that explanation throughout the spreadsheet but instead, simply listed the identified LCATs that covered the required expertise" for the additional PWS tasks that need geospatial expertise.¹⁴ *Id.*

Spatial Front argues the agency unreasonably found the awardee's SME labor categories can be used to provide the specialized IT services required by the solicitation because the two LCATs were quoted under a SIN that covers a type of work other than IT services. Comments & Supp. Protest at 20. The agency responds that Spatial Front's "argument is specious" because not all of the skillsets required to perform the solicited services are IT related. Supp. MOL at 9. The record supports USDA's argument that not all the services required under the solicitation are direct IT services (e.g., program management). While USDA's observation is accurate, the agency's reliance on it as a defense to the protest misses the point of Spatial Front's contentions.

¹³ The memorandum the contracting officer prepared based on the agency SMEs' crosswalk provides no explanation of why a particular LCAT was mapped to a particular PWS task; rather, it just repeats the crosswalk PWS--to--LCAT listing from the agency SMEs' work. See generally AR, Exh. 23, Alpha Omega LCAT Memo at 2-22.

¹⁴ Spatial Front characterizes the agency's explanation as *post hoc*. Supp. Comments at 13. Our decisions have explained, however, that we will not limit our review to contemporaneous evidence, but also will consider post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and fill in previously unrecorded details, when those explanations are credible and consistent with the contemporaneous record. *Ruchman and Assocs., Inc.*, B-415400 *et al.*, Jan. 2, 2018, 2018 CPD ¶ 1 at 6. Here, we find the agency's post-protest explanation to be consistent with the contemporaneous record, and note that it provides additional details regarding the agency SMEs' LCAT crosswalk findings and conclusions.

As noted above, Alpha Omega's FSS contract includes labor categories under five SINs, one of which is 54151S for IT professional services and another of which is 541611 for management and financial consulting, acquisition and grants management support, and business program and project management services. AR, Exh. 19, Alpha Omega FSS Contract at 1-2. Alpha Omega quoted 25 labor categories from its FSS contract--22 under SIN 54151S for IT professional services and 3 under SIN 541611 for management and financial consulting. *Compare* AR, Exh. 18, Alpha Omega LCATs at 1 *with* Exh. 19, Alpha Omega FSS Contract at 14-23, 43-44. Relevant here, the two awardee SME labor categories--the only two LCATs the record shows the agency SMEs found encompassed provision of specialized geospatial IT skillsets--were quoted from SIN 541611--management and financial consulting. AR, Exh. 19, Alpha Omega FSS Contract at 43-44; Agency SME Statement at 1.

The solicitation here did not specify a particular SIN or SINs from which vendors must quote their LCATs, but it did specify a NAICS code--541512 for Computer System Design Services--under which the RFQ was issued. RFQ at 2, 75; AR, Exh. 24, SSD at 4. In the source selection decision, the SSA discussed the NAICS code and that "[n]o specific SINs were identified" in the solicitation. AR, Exh. 24, SSD at 4. The SSA also found that "there are multiple SINs that align with the NAICS code 541512," followed by a listing of five such SINs. *Id.* at 4-5. The SIN of concern here (541611) is not one of the five SINs listed by the SSA as "align[ing]" with the RFQ's NAICS code. *Id.*

Generally, where a solicitation does not specifically limit goods or services to those under a specific SIN, the relevant inquiry should be whether the quoted items are listed on a vendor's schedule contract pricelist, regardless of under which SIN they may fall. *Pitney Bowes, Inc.*, B-416787, Dec. 6, 2018, 2018 CPD ¶ 414 at 4. As explained above, however, when procuring services under the FSS, ordering agencies must consider whether, as reasonably interpreted, the functional descriptions of the LCATs quoted by a vendor from its FSS contract include the services that are proposed by the vendor and required by the solicitation. Even where a solicitation does not limit vendors to a specific SIN, consideration of the scope of the SIN under which a particular LCAT falls is informative of whether the LCAT's functional description encompasses the solicited services. *See e.g., G2 Global Solutions, LLC*, B-416981.5, Jan. 24, 2020, 2020 CPD ¶ 59 at 5 (finding reasonable agency's decision to take corrective action where contracting officer determined that SIN under which awardee's LCATs were quoted "was not intended to encompass the type" of work solicited); *Advantaged Solutions, Inc.*, *supra* at 7 (finding reasonable agency's scope analysis, which considered both the functional descriptions of the awardee's quoted LCATs and the descriptions of the SINs under which the LCATs were quoted).

Spatial Front contends that the SSA's "determination" of which SINs align with the solicited NAICS code "is a clear admission by the Agency of precisely" the protester's argument--that "SIN 541611 is not aligned with the RFQ because it is for management and administrative consulting, not IT services." Comments & Supp. Protest at 19. The protester maintains that such a determination by the SSA "makes sense because GSA

classifies SIN 541611 under the subcategory of ‘Business Administrative Services,’ rather than “under a separate subcategory for ‘IT Services.’” *Id.* at 20.¹⁵ Spatial Front argues that “[a]lthough the functional responsibilities for the Subject Matter Expert include ‘advanced technical knowledge and analysis of highly specialized applications’ and various types of advice on ‘complex problems which require doctorate level knowledge of the subject matter,’ this does not reasonably encompass the GIS and other specialized software development and related services required” here because “[t]he scope of the LCAT must be interpreted within the overall purpose of the SIN under which it is listed.” *Id.* at 21. Based on the facts here, we agree.

At first blush, the functional description for the awardee SME labor categories as being able to provide “extremely high-level subject matter expertise for work described in the task” and “advanced technical knowledge and analysis of highly specialized applications and operational environment” seems broad enough to encompass the provision of geospatially-specialized IT services. As indicated by the last portion of the functional description, however, an awardee SME under this labor category is able to bring to bear their “high-level subject matter expertise” not for the provision of IT services, but as a person who “[d]esigns and prepares technical reports, studies, and related documentation, makes charts and graphs to record results, prepares and delivers presentations, training, and briefings as required by the task order.” AR, Exh. 19, Alpha Omega FSS Contract at 44-45.

The functional description’s inclusion of these particular uses of the awardee SMEs’ “high-level subject matter expertise” makes sense when the LCAT functional description is considered in the context of the SIN under which the LCAT falls. GSA’s eLibrary website describes SIN 541611 as follows.¹⁶

MAS Multiple Award Schedule

Professional Services--Business Administrative Services

Category	Description
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

Provide operating advice and assistance on administrative and management issues. Examples include: strategic and organizational

¹⁵ See <https://www.gsaelibrary.gsa.gov/ElibMain/home.do><http://www.gsaelibrary.gov/20gsa.gov/ElibMain/scheduleSummary.do?scheduleNumber=MAS> (last visited Nov. 18, 2024).

¹⁶ <https://www.gsaelibrary.gsa.gov/ElibMain/home.do><http://www.gsaelibrary.gov/20gsa.gov/ElibMain/scheduleSummary.do?scheduleNumber=MAS> (site last visited Nov. 18, 2024)

planning, business process improvement, acquisition and grants management support, facilitation, surveys, assessment and improvement of financial systems, financial reporting and analysis, due diligence in validating an agency's portfolio of assets and related support services, strategic financial planning, financial policy formulation and development, special cost studies, actuarial services, economic and regulatory analysis, benchmarking and program metrics, and business program and project management.

As the category description makes clear, LCATs under SIN 541611 include the types of personnel necessary to staff contracts for work such as business process improvement analysis or actuarial services, but cannot reasonably be interpreted as encompassing the provision of the geospatially-specialized IT skillsets required under the solicitation here.¹⁷ Accordingly, we find the solicited services fall outside the scope of the two awardee SME labor categories. See e.g., *American Security Programs, Inc.*, B-402069, B-402069.2, Jan. 15, 2010, 2010 CPD ¶ 2 at 3 (sustaining protest where agency unreasonably concluded labor categories under SIN 246-54 encompassed the solicited services personnel were quoted to perform); *Advantaged Solutions, Inc.*, *supra* at 7 (denying protest where agency reasonably considered the SIN category descriptions combined with the functional descriptions of the labor categories under the SINs as enabling the awardee to provide the solicited services within the scope of its FSS contract).

¹⁷ In contrast, GSA's eLibrary describes SIN 54151S--the SIN from which Alpha Omega quoted 22 out of 25 of its LCATs--as follows:

MAS Multiple Award Schedule

Information Technology--IT Services

Category	Description
54151S	Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

<https://www.gsaelibrary.gsa.gov/ElibMain/home.do><http://www.gsaelibrary.gsa.gov/ElibMain/scheduleSummary.do?scheduleNumber=MAS> (site last visited Nov. 18, 2024); AR, Exh. 18, Alpha Omega LCATs at 1; Exh. 19, Alpha Omega FSS Contract at 14-23. The agency did not find that the geospatially-specialized IT skills fell within any of the LCATs quoted by Alpha Omega under SIN 54151S, which pertains to IT services; accordingly, we have no basis to consider the matter.

As noted above, the record shows the agency selected Alpha Omega after concluding that the two awardee SME labor categories under SIN 541611 were the only two LCATs quoted by Alpha Omega that encompassed the geospatially-specialized IT skills needed to perform the solicited services. As the required IT services are not reasonably within the scope of these two labor categories, however, USDA did not have a basis to issue the protested order to Alpha Omega--an agency must reasonably conclude that all services quoted are on a vendor's schedule contract as a precondition to it receiving an FSS order. Because the agency unreasonably concluded that the required services are within Alpha Omega's FSS contract, the award to Alpha Omega was improper and we therefore sustain this aspect of the protest.

Interplay of Quoted FSS LCATs and Proposed Train Composition

Spatial Front contends Alpha Omega's quotation failed to comply with a material solicitation requirement to use consistent nomenclature throughout the different worksheets of its pricing workbook, and, as a result, that Alpha Omega's quotation was ineligible for award. Comments & Supp. Protest at 4-5. The agency responds that the solicitation did not require consistent nomenclature use. MOL at 3-4; Supp. MOL at 2.

When parties disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *Prudential Protective Servs., LLC*, B-419005, B-419005.2, Oct. 28, 2020, 2020 CPD ¶ 354 at 5. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Noble Supply & Logistics, Inc.*, B-415725.3, Dec. 6, 2019, 2019 CPD ¶ 419 at 4. An interpretation that renders any part of the solicitation absurd or surplus, or creates conflicts is not reasonable. Here, we find USDA's interpretation unreasonable because it fails to read the solicitation as a whole. Further, as will be discussed below, the agency's interpretation creates the discordant fact pattern we have before us in which USDA was unable to complete the necessary assessment of Alpha Omega's quotation.

As explained above, the solicitation included a pricing template workbook with multiple worksheets; three of which are relevant here: "Instructions"; "Labor Categories"; and "Proposed Train Composition." The "Instructions" worksheet provided overarching instructions for the entire pricing workbook. The "Labor Categories" worksheet is where a vendor was required to list each LCAT the vendor was quoting from its FSS contract, and the "Proposed Train Composition" worksheet is where a vendor was required to list the positions making-up each team the vendor intended to use to perform the work.

Relevant here, the "Instructions" worksheet stated:

1. Proposed Train Composition

The Offeror will provide the staffing mix in the *Proposed Train Composition* worksheet. . . . The worksheet includes space to define up to 14 teams. . . . Within each team's table, please list the proposed LCATs

for the team. . . . Each LCATs on the team should be listed once with the number of FTE [full-time equivalent] for the role.

* * * * *

3. Labor Categories

In the labor category worksheet, please list each labor category used on the proposed train. Each labor category should appear once in the list, regardless of the number of times that labor category is used on the train.

AR, Exh. 7, RFQ attach. 9, Pricing Template at Instructions worksheet, cells A10-15 and A36-39. Similarly, additional instructions in the “Proposed Train Composition” worksheet provided that vendors should “[i]dentify the proposed labor mix for the team by listing the proposed LCATs on the team including the number of FTE with that LCAT.” *Id.* at Proposed Train Composition worksheet, cell A6. Finally, the “Labor Categories” worksheet instructed vendors to list each labor category included in the train, and advised that each LCAT “shall be part of your GSA schedule MAS.”¹⁸ *Id.* at Labor Categories worksheet, cells A5-6.

To support its argument that the solicitation did not require vendors to use consistent nomenclature throughout their pricing workbooks, USDA asserts “the RFQ provided [vendors] with no reason to assume that instructions specific to one worksheet tab must be applied to others.” Supp. MOL at 2. The agency’s interpretation fails to read the pricing workbook template as a whole, and specifically fails to account for the application of the overarching “Instructions” worksheet to each of the other worksheets within the workbook. The agency’s interpretation also ignores the plain language of the solicitation, which consistently used the term LCAT or “labor categories” throughout the worksheets--e.g., “Within each team’s table, please list the proposed LCATs for the team”; “please list each labor category used on the proposed train”; “identify the proposed labor mix for the team by listing the proposed LCATs on the team”--which indicates that vendors were similarly required to use consistent LCAT nomenclature between the “Labor Categories” and “Proposed Train Composition” worksheets.¹⁹

¹⁸ A prior version of the solicitation required vendors to map their quoted LCATs to their proposed team compositions, but the solicitation was amended to remove the mapping requirement. COS at 1; see also *Spatial Front, Inc.*, B-422058.2, B-422058.3, *supra* at 9.

¹⁹ We note that the solicitation’s repeated use of the word “please” (e.g., “please list”), by itself, is not sufficient to render the pricing instructions non-mandatory. A demand that is “couched in the customarily-used polite language of the day”--here, the word “please”--is not rendered any less of a demand simply because it is put politely. See, e.g., *Safeguard Base Ops., LLC v. United States*, 144 Fed. Cl. 304, 334 (Fed. Cl. 2019), *citing Weaver v. Axis Surplus Ins. Co.*, 639 Fed. Appx. 764, 767 (2d Cir. 2016). Here, (continued...)

Accordingly, we find the agency's interpretation of the solicitation unreasonable. See *e.g.*, *Noble Supply & Logistics, Inc.*, *supra* at 5 (finding unreasonable interpretation that was contradicted by a plain reading of the solicitation). As a quotation that fails to confirm to the material terms and conditions of a solicitation is considered unacceptable and may not form the basis of award, we sustain the protester's contention that Alpha Omega's quotation was ineligible. See *id.* at 6 (sustaining protest where awardee's proposal did not comply with pricing instructions and "the agency could not confidently evaluate" as a result).

Moreover, the interpretation advanced by the agency has created an incongruous situation in which USDA could not fully assess whether the awardee's quoted LCATs, as reasonably interpreted, encompassed the solicited services. Subsequent to our most recent decision sustaining a protest of this procurement, USDA chose to reevaluate existing quotations by reviewing only the "Labor Categories" worksheet of each vendors' pricing workbook, without consideration of a vendor's use of the LCATs to make up its staffing teams in the "Proposed Train Composition" worksheet. COS at 2.

The protester contends USDA's limited reevaluation "demonstrates that the Agency still does not understand its obligations because it readily concedes that it did not evaluate if Alpha Omega is planning to use its quoted FSS LCATs within the scope of those LCATs." Comments & Supp. Protest at 7. The agency maintains that "[h]ow Alpha Omega proposed to staff its teams and make use of its quoted labor categories has nothing to do with whether Alpha Omega proposed to use open market services." MOL at 8-9. Specifically, the agency asserts that because the solicitation was amended to remove the requirement for vendors to map their quoted labor categories to their team composition there was no need for vendors "to explain *why* they had chosen any particular FSS labor category to include in their quotes or *what function* that FSS labor category would serve." *Id.* at 9. Rather, USDA acknowledges "it was the *agency*--not [vendors]--that had to align the quoted LCATs with task order requirements." *Id.* at 10.

Despite the agency's acknowledgment that removal of the mapping requirement from the solicitation meant it was USDA, rather than the vendors, that was obligated to "align the quoted LCATs with the task order requirements"--*i.e.*, to map the LCATs--the agency represents it could not conduct such mapping. Specifically, USDA states "the contents of the Proposed Train Composition tab would have been of no use to the agency in the LCAT analysis" because vendors completed "the Proposed Train Composition tab by listing categories *with different names* than those used in their FSS schedule contracts." COS at 2.

For example, the record shows Alpha Omega intended to perform the work related to the [DELETED] with [DELETED] teams, and that each of these teams included both a [DELETED] and a [DELETED] "GIS Developer" position. AR, Exh. 17, Alpha Omega

the solicitation required, albeit politely, that vendors list the make-up of their various teams using the nomenclature of their quoted LCATs.

Train Composition at 1-2. Alpha Omega did not quote any “GIS Developer” LCATs from its FSS contract, as its FSS contract does not include any LCAT with that name. AR, Exh. 18, Alpha Omega LCATS at 1; see *generally* Exh. 19, Alpha Omega FSS Contract. While the agency found that the two awardee SME labor categories encompassed geospatial expertise, there is no indication in the record that they then concluded the “GIS Developer” positions listed in Alpha Omega’s [DELETED] team make-up would or could be performed by the awardee SME labor categories.

The agency argues it was not required “to evaluate *how* the work will be accomplished, but only *whether* the work can be accomplished using the quoted LCATs and their descriptions in each offeror’s FSS contract.” Supp. MOL at 4. In order to evaluate *whether* the work can be accomplished using the quoted LCATs, however, an agency must understand *how* the work will be accomplished. For example, and assuming for the sake of this example only that the awardee SME labor categories could reasonably be interpreted as encompassing the provision of geospatially-specialized IT skillsets (which, as explained above, they cannot be), the agency’s finding that the awardee SME labor categories could provide geospatially-specialized IT skillsets was only half the necessary analysis. For the second half of the analysis, USDA would then have needed to reasonably conclude that the “GIS Developer” positions included in Alpha Omega’s proposed teams were going to be staffed by personnel from the awardee SME labor categories, as opposed to being staffed by another LCAT that did not encompass the necessary geospatial expertise. Without knowing whether the vendor proposed to perform the work of a “GIS Developer” under an LCAT that does or does not encompass “GIS Developer” skillsets, the agency could not reasonably determine “*whether* the work can be accomplished using the quoted LCATs,” as the agency itself says it was required to do.

Frequently, agencies obtain the information needed to perform both halves of the scope alignment assessment by requiring vendors to submit labor category mapping to be used as part of the evaluation process. See *e.g.*, *Kearney & Co., P.C., et al. v. United States*, 2024 U.S. Claims LEXIS 1154 at *16, (Fed. Cl. 2024) (“Because everyone understands that an offeror’s FSS contract will not have labor categories for every conceivable job title, the default rule is that parties may map the PWS work to the LCATs on their FSS contracts.”). While vendor provided labor category mapping is a useful tool, agencies may choose to consider scope alignment without it, which is what USDA chose to do here when it amended the solicitation to remove the requirement for vendors to provide LCAT mapping. *Spatial Front Inc.*, B-422058.2, B-422058.3, *supra* at 11 n.11. As such, it fell upon the agency, rather than vendors, “to align the quoted LCATs with task order requirements.” MOL at 10. Here, however, USDA admits that it did not undertake any effort to map the awardee’s quoted LCATs to its team make-up, and instead maintains that it could not undertake such an effort due to the mismatched nomenclature used between the “Labor Categories” and “Proposed Train Composition” worksheets. The incongruity of having a quotation that is supposedly compliant with the solicitation, but which USDA acknowledges it could not fully assess for scope alignment, further highlights the unreasonableness of the solicitation interpretation advanced by the agency.

RECOMMENDATION

In light of our findings that the agency unreasonably concluded Alpha Omega's FSS labor categories aligned with the requirements of the solicitation and improperly overlooked Alpha Omega's failure to comply with a material solicitation requirement, we recommend the agency terminate for convenience the FSS order issued to Alpha Omega. The agency then may consider the eligible quotations and make a new award decision; or choose to revise the solicitation (e.g., to reinstate the labor mapping requirement), request and evaluate revised quotations, and make a new award decision.

Additionally, we 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