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Decision

Matter of: Spatial Front, Inc.

File: B-420921.2; B-420921.3

Date: December 21, 2022

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DIGEST

Protest challenging agency's issuance of a task order to a firm under its Federal Supply Schedule (FSS) contract is sustained where record shows the agency unreasonably determined that the services (labor categories) quoted by the firm to perform the requirements of the solicitation were within the scope of the awardee's FSS contract.

DECISION

Spatial Front, Inc., of McLean, Virginia, protests the issuance of an order to Technology Solutions Provider, Inc. (TSPi), of Reston, Virginia, under request for quotations (RFQ) No. 12314422Q0063, issued by the U.S. Department of Agriculture (USDA) for conservation software delivery support services. The protester contends the agency's evaluation of TSPi's quotation and resulting award decision were improper.

We sustain the protest.

BACKGROUND

The USDA Farm Production and Conservation Business Center, and Natural Resources Conservation Service (NRCS), help private landowners improve the health of farming operations while protecting natural resources for the future. Agency Report (AR),

Tab 8, Performance Work Statement (PWS) at 5.¹ Specifically, NRCS works with landowners and others through conservation planning and assistance to benefit the soil, water, air, plants, and animals for productive lands and healthy ecosystems. *Id.* In support thereof, the agency developed the “conservation practice implementation agile software delivery” PWS to obtain information technology (IT) support services for the development, modernization, enhancement, and maintenance of the agency’s various conservation programs. *Id.*

The RFQ was issued on April 22, 2022, as a small business set-aside and using the procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4, to holders of USDA blanket purchase agreements (BPA) under General Services Administration (GSA) Federal Supply Schedule (FSS) contracts for IT.² AR, Tab 7, RFQ at 1; Contracting Officer’s Statement (COS) at 4. The RFQ contemplated the issuance of a fixed-price task order for a 7-month base period, with two 12-month options and two 3-month options.³ RFQ at 4. In general terms, the PWS required the contractor to “provide experienced teams with the knowledge and skillsets required in this PWS, and that will deliver the most productive and successful IT services and solutions.” PWS at 6.

The RFQ established that task order award would be made on a best-value tradeoff basis, considering three evaluation criteria: prior experience; technical solution; and price. RFQ at 21-22. The technical solution factor consisted of two subfactors in descending order of importance: technical approach (oral presentation) and management plan. *Id.* at 22. The prior experience factor was more important than the technical solution factor and, when combined, the non-price factors were more important than price. *Id.*

The USDA employed a two-phase, advisory selection process to conduct the competition. In the first phase, vendors were evaluated on the prior experience factor,

¹ The RFQ was subsequently amended four times, and all citations are to the final, conformed version of the solicitation. Unless otherwise noted, references are to the Adobe PDF document page numbers.

² The FSS program is also known as the GSA Multiple Award Schedule (MAS) program. FAR 8.402(a). As detailed below, USDA previously established conservation software delivery services BPAs with multiple FSS contractors, including TSPi and Spatial Front.

³ The RFQ contemplated the issuance of two separate orders: Call Order 04 (called “Odin”) sought natural resources, water, and climate information systems agile software delivery services, while Call Order 05 (called “Prometheus”) sought conservation practice implementation agile software delivery services. COS at 2. The protest here concerns only Call Order 05.

and informed of their competitive viability.⁴ In the second phase, vendors were evaluated on the technical solution and price factors. RFQ at 18-20; COS at 5.

Five vendors, including TSPi and Spatial Front (the incumbent), submitted phase I quotations by the May 2 closing date of the solicitation. A technical evaluation board (TEB) assessed the vendors' prior experience using an adjectival rating scheme that was set forth in the RFQ (and which applied to all non-price factors) as follows: high confidence; some confidence; and low confidence. Based upon the phase I evaluation results, the contracting officer advised TSPi and Spatial Front of their competitive viability for phase II. COS at 5; see *also* AR, Tab 25, TEB Recommendation Regarding Prior Experience Evaluation at 1-5.

On June 30, the TEB completed its evaluation of vendors' phase II quotations (both written submissions and oral presentations), with the final evaluation ratings and prices of the TSPi and Spatial Front quotations as follows:

	TSPi	Spatial Front
Prior Experience	High Confidence	High Confidence
Technical Solution	High Confidence	High Confidence
Price	\$59,006,146	\$70,592,953

AR, Tab 26, TEB Evaluation Report at 1-10. The TEB also made narrative findings regarding the vendors' quotations in support of the adjectival ratings assigned. *Id.*; AR, Tab 23, TEB Evaluation Worksheets for TSPi at 1-14. On July 13, after completing its evaluation, USDA made task order award to TSPi. COS at 8.

On July 28, Spatial Front filed a protest with our Office challenging the agency's evaluation and task order award to TSPi. Spatial Front Protest, B-420921, July 28, 2022. Among other things, Spatial Front protested that TSPi had proposed labor categories that were outside the scope of its FSS contract, and that the agency's price evaluation did not include a technical analysis as set forth in FAR section 15.404-1(e), as required by the solicitation. *Id.* at 19-26.

On August 8, the USDA notified our Office that it intended to take corrective action by reevaluating vendors' quotations--"which will include performing the analysis described at FAR 15.404-1(e)"--and making a new award decision. Notice of Corrective Action, B-420921, Aug. 8, 2022; Clarification of Notice of Corrective Action, B-420921, Aug. 11,

⁴ The agency refers to this process as an "advisory down-select." RFQ at 18. Vendors that were not found to be among the most capable, would be advised that "they are unlikely to be viable competitors, along with the general basis for that opinion." *Id.* The advisement was a recommendation only, and vendors were permitted to choose whether to proceed to phase II of the evaluation regardless of the nature of the agency's advisory notice.

2022. On August 15, we dismissed Spatial Front's earlier protest as academic. *Spatial Front, Inc.*, B-420921, Aug. 15, 2022 (unpublished decision).

By September 6, the agency completed its reevaluation in which the ratings assigned to the TSPi and Spatial Front quotations remained unchanged. COS at 9. On September 8, the source selection authority (SSA) received and reviewed the evaluation findings and ratings. AR, Tab 33, Source Selection Decision Document (SSDD) at 1-11. The SSA found, with regard to the prior experience and technical solution factors, that "there does not exist any sort of clear benefit to the Government for the Spatial Front" quotation over that of TSPi. *Id.* at 8-9. The SSA ultimately concluded that although there were some minor differences between the vendors' non-price quotations, the additional value to the government associated with Spatial Front's quotation did not outweigh TSPi's \$11.58 million price advantage, such that TSPi's quotation represented the overall best value to the agency. *Id.* at 7, 11.

On September 9, the contracting officer provided Spatial Front with notice of task order reaward to TSPi. COS at 10. On September 19, after receipt of a brief explanation, Spatial Front filed its current protest with our Office.

DISCUSSION

Spatial Front raises numerous challenges regarding USDA's evaluation of TSPi's quotation and resulting award decision. The gravamen of Spatial Front's protest is that USDA should have rejected TSPi's quotation because it was outside the scope of the awardee's FSS contract. The protester also alleges the agency's evaluation of TSPi's quotation under all three evaluation criteria--prior experience, technical solution, and price--was improper. Spatial Front further contends the agency's best-value tradeoff decision was unreasonable.⁵ Protest at 10-30; Comment & Supp. Protest at 3-41. Finally, Spatial Front contends it was prejudiced by the agency's actions because had USDA conducted a proper evaluation, it would have found TSPi to be ineligible and/or selected the protester for award. Protest at 3.

We have reviewed all of Spatial Front's challenges and sustain its protest that the agency unreasonably determined that the services (labor categories) quoted by TSPi were within the scope of the awardee's FSS contract for the reasons discussed below. We deny all of Spatial Front's remaining allegations.

⁵ Spatial Front initially argued that the agency failed to reasonably implement its proposed corrective action, and that the responsibility determination of TSPi was unreasonable. Protest at 8-10; Comments & Supp. Protest at 41-43. Spatial Front subsequently elected to withdraw these additional protest grounds. Spatial Front Response to GAO Inquiry, Nov. 1, 2022; Supp. Comments at 1.

TSPi's Proposed Labor Categories

Spatial Front argues that the agency should have rejected the TSPi quotation because it is outside the scope of TSPi's FSS contract. The protester maintains that TSPi repeatedly quoted labor categories for roles that are outside the scope of the awardee's corresponding FSS contract labor categories, and that the agency failed to reasonably evaluate TSPi's quotation in this regard. Protest at 25-28; Comments & Supp. Protest at 3-9. We sustain this aspect of Spatial Front's protest.

We note at the outset that where, 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.

FreeAlliance.com, LLC et al., B-419201.3 *et al.*, Jan. 19, 2021, 2021 CPD ¶ 56 at 5; *AllWorld Language Consultants, Inc.*, B-411481.3, Jan. 6, 2016, 2016 CPD ¶ 12 at 2-3.

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. § 259(b)(3); FAR 6.102(d)(3), 8.404(a). Non-FSS products and services (also referred to as "open market items") may generally not be purchased using FSS procedures; instead, their purchase requires compliance with the applicable procurement statutes and regulations, including those requiring the use of competitive procedures. FAR 8.402(f); *Grant Thornton, LLC*, B-416733, Nov. 29, 2018, 2018 CPD ¶ 411 at 4; *OMNIPLEX World Servs. Corp.*, B-291105, Nov. 6, 2002, 2002 CPD ¶ 199 at 4-5. Stated otherwise, where an agency announces its intent to order from an existing FSS, all goods or services quoted must be on the vendor's schedule contract as a precondition to its receiving the order.⁶ *Deloitte Consulting, LLP*, B-419508, B-419508.2, Apr. 15, 2021, 2021 CPD ¶ 170 at 5.

When a concern arises that a vendor is offering services outside the scope of its FSS contract, the relevant inquiry is not whether the vendor is willing to provide the services that the agency is seeking, but whether the services or positions offered actually are included on the vendor's FSS contract, as reasonably interpreted. *Id.*; *American Sec. Programs, Inc.*, B-402069, B-402069.2, Jan. 15, 2010, 2010 CPD ¶ 2 at 3. Where an agency fails to adequately document its evaluation, it bears the risk that our Office may be unable to determine whether the evaluation was reasonable. See *Deloitte Consulting, LLP et al.*, B-411884 *et al.*, Nov. 16, 2015, 2016 CPD ¶ 2 at 6; *Systems Research & Applications Corp.*; *Booz Allen Hamilton, Inc.*, B-299818 *et al.*, Sept. 6, 2007, 2008 CPD ¶ 28 at 12.

⁶ While this is typically a matter of award eligibility (or technical acceptability), in this procurement the evaluation of labor categories was included under the price evaluation factor. Regardless, our standard for review, as set forth above, remains the same. *Guidehouse LLP*, B-419336 *et al.*, Jan. 21, 2021, 2021 CPD ¶ 60 at 15 n.14.

By way of background, in 2011 the GSA awarded an FSS contract to TSPi for, among other things, IT professional services (special item number (SIN) 54151S). AR, Tab 35L, TSPi FSS Contract No. GS-35F-0128Y at 70-71. Each labor category on TSPi's FSS contract contained "minimum/general experience," "functional responsibility," and "education requirements"--which the parties refer to collectively as a "functional description"--for the particular position. *Id.* at 75-96.

On September 28, 2020, USDA established conservation software delivery services BPAs with various FSS contract holders, including TSPi and Spatial Front. AR, Tab 11, TSPi BPA at 1-2; Tab 13, Spatial Front BPA at 1-2; Memorandum of Law (MOL) at 2. Each BPA included a pricing spreadsheet consisting of columns with the listed BPA "Labor Category Role[s]," the corresponding "GSA Schedule Labor Categor[ies]," and hourly rates for fiscal years 2020 to 2025. AR, Tab 12, TSPi BPA, attach. 1, Price Evaluation Spreadsheet; Tab 14, Spatial Front BPA, attach. 1, Price Evaluation Spreadsheet.

The record reflects that USDA, when establishing the BPAs, provided vendors with a pre-populated spreadsheet listing BPA labor categories in one column, and vendors were required to provide (as part of BPA submission) a corresponding FSS labor category in the adjacent column. AR, Tab 40, BPA RFQ, attach. 1, Price Evaluation Spreadsheet at 23. Unlike TSPi's FSS contract, the labor categories on TSPi's BPA contained no functional descriptions; they were simply labor category names.⁷ *Id.*; see also Supp. COS, Dec. 12, 2022, at 4 ("The procurement file does not show that TSPi provided any functional descriptions of its quoted BPA [labor categories] LCATs. . . ."). In some instances, TSPi's BPA labor category names were identical to its FSS labor category names (e.g., "Program Manager" and "Program Manager"). AR, Tab 12, TSPi BPA, attach. 1, Price Evaluation Spreadsheet. In many other instances, however, TSPi's BPA labor category names were quite different from the corresponding FSS labor category name (e.g., BPA Labor Category Role: "Developer," as compared to GSA Schedule Labor Category: "Quality Assurance Engineer"). AR, Tab 12, TSPi BPA, attach. 1, Price Evaluation Spreadsheet.

The agency has represented that as part of issuance of the BPA to TSPi, it reviewed how BPA labor categories were mapped to TSPi's GSA labor categories. MOL at 26 n.79; Supp. COS, Nov. 7, 2022, at 19 ("Mapping of BPA labor categories (LCATS) to GSA MAS LCATS was conducted at the time of BPA award in 2020."); see AR, Tab 32, Price Reasonableness Determination at 2 ("It is not in the realm of this [RFQ] evaluation to review how BPA labor categories map to GSA labor categories as that evaluation was conducted at the base BPA evaluation and award."). The protest record, however, is devoid of any documentation regarding the agency's prior review of BPA labor categories, including whether TSPi's BPA labor categories were within the scope of its

⁷ Likewise, the record indicates that USDA, as part of the BPA solicitation, did not provide vendors with functional descriptions for the labor categories listed on that solicitation's price evaluation spreadsheet. Supp. COS, Dec. 12, 2022, at 4.

FSS contract. When our Office questioned the agency regarding the documentation of this review, the contracting officer explained:

To clarify, the Agency reviewed the submitted [BPA] Price Evaluation Spreadsheets as part of the Agency’s evaluation of vendor quotes, but there is no documented specific analysis by the Agency of how each individual Labor Category Role quoted by TSPi aligned with the MAS Contract LCAT to which it mapped that role. Because the BPA RFQ required offerors to provide labor under their respective MAS Contracts for IT Professional Services (SIN 54151S), the Agency, in awarding a BPA to TSPi, therefore considered TSPi’s quoted labor to be within the scope of its MAS Contract for SIN 54151S.

Supp. COS, Dec. 12, 2022, at 4.

As set forth above, the PWS for the procurement here required the contractor to “provide experienced teams with the knowledge and skillsets required in this PWS, and that will deliver the most productive and successful IT services and solutions.” PWS at 6. The PWS, however, did not mandate any particular positions or labor categories, nor did it detail any job or education requirements for any personnel positions. *Id.*, *passim*. Similarly, the RFQ’s pricing worksheet informed vendors of the number of current software development teams (11) and full-time equivalents (FTE) (104), as well as the current labor categories being used, but stated that “[t]hese are not prescriptive for a vendor’s proposal, and are only for reference and context.” AR, Tab 10, RFQ attach. 6, Pricing Worksheet at 3.

The RFQ’s pricing worksheet also included a table that vendors were to complete for each team of employees proposed, as follows:

Labor Category Role (from BPA Award)	GSA Labor Category (mapped to BPA Award)	Description of "why" for each role on each Team Type	Level of Effort
[role]	[GSA Schedule 70 L.Cat]	["why" for each role]	[LOE in terms of FTE]

Id. The description for “why” each role was being proposed was the extent of the functional description for vendors’ proposed labor categories.

TSPi’s quotation included the required pricing worksheet which included its staffing mix and pricing.⁸ AR, Tab 20, TSPi Pricing Worksheet at 1-27. TSPi’s staffing consisted of

⁸ There were no other aspects to vendors’ price quotations other than the worksheet. The pricing worksheet required vendors to provide hourly rates for each proposed labor category, including the discount being provided (in percentage terms) from the vendor’s BPA labor rates. AR, Tab 10, RFQ attach. 6, Pricing Worksheet at 4-8.

a total of 104 FTEs, in 11 software development teams. *Id.* at 2-8. Relevant to the protest here, TSPi’s pricing worksheet also included the required staffing table above, a portion of which is as follows:

Labor Category Role (from BPA Award)	GSA Labor Category (mapped to BPA Award)	Description of "why" for each role on each Team Type	Level of Effort
Program Manager	Program Manager	To ensure clear direction and oversight of the Program, and ensure the government's needs are met. . . .	[DELETED]
Developer	Quality Assurance Engineer	To support .NET/Java/JavaScript/Python (depending on the application) development for the applications in the Prometheus [agile release train] ART. ⁹	[DELETED]
Junior Tester	Service Desk, Sr.	To assist the Tester in conducting functional tests of the requirements, user stories, acceptance criteria, data and integrations applications to ensure the highest quality standards are met. . . .	[DELETED]

Id. The record reflects that TSPi’s proposed labor categories were ones included in its BPA, and that the “mapping” of TSPi’s proposed labor categories to its FSS labor categories was consistent with the vendor’s earlier mapping for purposes of its BPA establishment. *Compare* AR, Tab 12, TSPi BPA, attach. 1, Price Evaluation Spreadsheet, *with* AR, Tab 20, TSPi Pricing Worksheet at 2-8.

The agency reviewed TSPi’s pricing worksheet and concluded that TSPi’s proposed labor categories were within the scope of the vendor’s FSS contract. AR, Tab 30, Technical Analysis of TSPi at 2; Tab 32, Price Reasonableness Determination at 4; Tab 33, SSDD at 10.

Spatial Front argues that the record demonstrates that TSPi proposed labor categories that are outside the scope of its FSS contract in several respects. The protester further argues that the agency’s “unsupported judgment” in this regard is “clearly belied by” TSPi’s quotation and the corresponding FSS labor category descriptions “that clearly are not aligned with the roles TSPi is proposing to fulfill.” Supp. Protest & Comments at 1. According to Spatial Front, USDA should have rejected TSPi’s quotation because it quoted labor categories outside the scope of its MAS contract. *Id.* at 3.

⁹ An agile release train (ART) refers to a long-term team of agile-development teams, which, along with the software application stakeholders, incrementally develops, enhances, and maintains one or more solutions in a value stream. See PWS at 9-11.

The agency contends Spatial Front's protest is without merit. Specifically, the agency asserts that: (1) it determined TSPi's BPA labor categories were within the scope of the corresponding FSS labor categories at the time the BPA was established; (2) the RFQ here is for IT professional services, and TSPi's FSS contract is for IT professional services; and (3) a review of TSPi's quotation shows the labor categories being quoted are ones that would be expected in a software/application development requirement.¹⁰ MOL at 26-28; Supp. MOL at 7-10; see *also* AR, Tab 33, SSDD at 10.

As discussed below, we find that TSPi's proposed labor categories were, in numerous instances, not within the scope of its FSS contract as indicated by the mapped-to FSS labor categories. We also find the agency failed to adequately document the evaluation it performed regarding this matter. We have previously noted that our review "allow[s] for a degree of agency discretion" in determining whether a vendor's quoted labor categories are within the scope of its FSS contract. *Guidehouse LLP, supra* at 16. However, such discretion is tempered by the requirement that the agency adequately document the results of its evaluation. *Protection Strategies, Inc.*, B-414648.2, B-414648.3, Nov. 20, 2017, 2017 CPD ¶ 365 at 5; *IBM Global Bus. Serv. - U.S. Fed.*, B-409029, B-409029.2, Jan. 27, 2014, 2014 CPD ¶ 43 at 4. Here, to the extent USDA evaluated whether TSPi's quoted labor categories were within the scope of its FSS contract, that evaluation was either unreasonable or undocumented.

For example, TSPi proposed a "Developer" labor category to support the development of software applications in the Prometheus agile release train. AR, Tab 20, TSPi Pricing Worksheet at 5, 7. It is clear that TSPi proposed the "Developer" labor category to fulfill the software development role on this call order. However, the FSS labor category--"Quality Assurance Engineer," to which TSPi mapped this position--discusses only the "test[ing] of software to ensure proper operation and freedom from defects," and gives no indication that the position includes the development of software. AR, Tab 35L, TSPi FSS Contract No. GS-35F-0128Y at 85. Also, to the extent USDA reviewed whether TSPi's proposed "Developer" was within the scope of the mapped-to "Quality Assurance Engineer" FSS labor category--either when establishing the BPA or otherwise--USDA failed to adequately document its determination. *FreeAlliance.com, LLC et al., supra* at

¹⁰ As a threshold matter, the agency also maintains that we should dismiss the protest here as untimely. Specifically, USDA argues that all of the TSPi proposed labor categories are part of TSPi's BPA against which this solicitation was issued and, "[i]n essence, [Spatial Front] appears to be protesting that the [labor categories] LCATs in TSPi's BPA, which was awarded over two years ago . . . are outside the scope of its MAS Contract." MOL at 26. We disagree. The agency's position ignores the fact that, in contrast to the public availability of TSPi's FSS contract, TSPi's BPA was not published, nor has the agency demonstrated that it was otherwise available to Spatial Front. Accordingly, there is no basis for us to dismiss this aspect of Spatial Front's protest as untimely. *ISHPI Info. Techs., Inc.*, B-420718.2, B-420718.3, July 29, 2022, 2022 CPD ¶ 195 at 4 n.5; *Deloitte Consulting, LLP, supra* at 3 n.4.

14 (sustaining protest “because the record is not sufficient to allow us to review the agency's evaluation in this area for reasonableness”).

We note that, in response to Spatial Front’s protest, the agency argues that the functional description for TSPi’s “Developer” labor category, “as reasonably interpreted, is encompassed by the broad range of functional responsibilities pertaining to software and applications of the ‘Quality Assurance Engineer’ position.”¹¹ Supp. MOL at 8 n.16. The agency, however, points to nothing in the “Quality Assurance Engineer” functional description which actually indicates that the position includes software development. Moreover, where, as here, an agency offers an explanation of its evaluation during the heat of litigation that is not borne out by the contemporaneous record, we generally give little weight to the later explanation. *Protection Strategies, Inc., supra; Solers Inc., B-409079, B-409079.2, Jan. 27, 2014, 2014 CPD ¶ 74 at 11-12.*

By way of another example, TSPi quoted a “Junior Tester” labor category, with duties described as:

To assist the Tester in conducting functional tests of the requirements, user stories, acceptance criteria, data and integrations applications to ensure the highest quality standards are met. To prepare test cases and test reports for full transparency to the ART on system performance.

AR, Tab 20, TSPi Pricing Worksheet at 6, 8. However, TSPi’s FSS labor category to which this position was mapped--“Service Desk, Sr.”--is described as:

Provides telephone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors. Serves as the initial point of contact for troubleshooting network applications and hardware and software PC and printer problems.”

AR, Tab 35L, TSPi FSS Contract No. GS-35F-0128Y at 82. When comparing the duties in the description, it is clear that the functions to be performed by TSPi’s quoted “Junior Tester” labor category are different and not reasonably encompassed within the scope of TSPi’s “Service Desk, Sr.” FSS labor category.

Again, to the extent USDA conducted a review of TSPi’s proposed and mapped-to FSS labor categories, we find it to be unreasonable or inadequately documented, or both. *Protection Strategies, Inc., supra* at 6 (finding that nothing in the contemporaneous record or the agency's response to the protest addresses or explains the agency’s evaluation determination). For example, while USDA performed a technical review of

¹¹ In fact, the agency’s legal memorandum makes similar (but unsupported) assertions about each of the labor category challenges raised by Spatial Front--*i.e.*, the description of TSPi’s proposed labor category, as reasonably interpreted, is encompassed by the functional responsibilities of the mapped-to FSS labor category. Supp. MOL at 8 n.16.

the sufficiency of TSPi's overall staffing plan, the agency did not examine TSPi's individual proposed, and mapped-to FSS, labor categories. AR, Tab 30, Technical Analysis of TSPi at 1-2. Here, the agency concluded, without more, that "[t]he Government reviewed TSPi's published LCAT descriptions on GSA Advantage, to the current LCAT[]s being used to support the technical requirements," and "[t]he functional description of TSPi's GSA labor categories align with the technical requirements of the RFQ." *Id.* at 2.

Further, as part of the task order award decision, the contracting officer, as SSA, stated that "[i]t is not within the evaluation of this call order solicitation to go back and review how [specific] labor categories were mapped to GSA labor categories at the BPA level." AR, Tab 33, SSDD at 10; *see also* Tab 32, Price Reasonableness Determination at 2. However, the contracting officer also acknowledges that while "the Agency reviewed the submitted [BPA] Price Evaluation Spreadsheets as part of the Agency's evaluation of vendor quotes, . . . there is no documented specific analysis by the Agency of how each individual Labor Category Role quoted by TSPi aligned with the MAS Contract LCAT to which it mapped that role." Supp. COS Dec. 12, 2022, at 4. As set forth above, where an agency fails to document or retain evaluation materials, it bears the risk that our Office may be unable to determine that the evaluation conducted was reasonable. *Deloitte Consulting, LLP et al., supra* at 6; *Carahsoft Tech. Corp.; Allied Tech. Grp.*, B-311241, B-311241.2, May 16, 2008, 2008 CPD ¶ 119 at 8. In our view, the record here is inadequately documented to show the reasonableness of USDA's determination that TSPi's quoted labor category (e.g., "Junior Tester") was within the scope of its mapped-to FSS labor category ("Service Desk, Sr."), as reasonably interpreted.

By way of a final example, TSPi quoted "SAFe Coach/Agile Delivery Lead," "Release Train Engineer/SAFe SME," and "GIS/Geospatial/Esri Architect" labor categories. AR, Tab 20, TSPi Pricing Worksheet at 2-3. TSPi explained the "why" for each of these roles with descriptions such as "requires a focus on agile planning, design, and methodology implementation with buy-in from all stakeholders," "overall Agile support," and "coaching ART stakeholders on agile best practices," respectively. *Id.* However, the FSS labor category to which these positions were mapped--"Systems Engineer, Sr."--is described as performing "the equipment selection, installation, and support of operating systems and supporting applications for enterprise sized networks," and gives no indication that the LCAT includes agile planning, designing, and coaching. AR, Tab 35L, TSPi FSS Contract No. GS-35F-0128Y at 78. Once again, the agency has failed to adequately document the basis for its determination that TSPi's proposed labor categories were reasonably within the scope of the mapped-to FSS labor category.

In sum, it was unreasonable for the agency to have found TSPi's quotation eligible for task order award because it was based on providing labor categories which the agency failed to reasonably determine were within the scope of TSPi's FSS contract. *AllWorld Language Consultants, Inc., supra* at 7. It therefore follows that, regardless of the agency's best-value determination, TSPi's quotation could not properly form the basis for task order award. USDA's issuance of a task order under an FSS contract to a vendor that did not have all the proposed labor categories in its contract, and whose

quotation was therefore ineligible, also competitively prejudiced vendors that submitted quotations based on their FSS contracts. *Symplicity Corp.*, B-291902, Apr. 29, 2003, 2003 CPD ¶ 89 at 5 n.5. Finally, to the extent that USDA's evaluation of Spatial Front's FSS contract was no different than that of TSPi, we resolve any doubts regarding prejudice in favor of a protester since a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See *Kellogg, Brown & Root Servs., Inc.--Recon.*, B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5. Accordingly, we conclude that Spatial Front has established the requisite competitive prejudice to prevail in a bid protest.

RECOMMENDATION

In light of our discussion above, we conclude that the task order was not properly issued to TSPi on the basis of the quotation it submitted. Accordingly, we recommend that the agency terminate that task order for the convenience of the government and either: (1) reopen discussions with the vendors to facilitate the submission of revised quotations based on FSS labor categories that reasonably reflect the solicitation's requirements, and issue a task order based on such revised quotations; or (2) conduct the procurement utilizing a competitive procedure that does not preclude the submission of non-FSS (*i.e.*, open market) items. We also recommend that Spatial Front be reimbursed its costs of filing and pursuing the protest, including reasonable attorneys' fees. Bid Protest Regulations, 4 C.F.R. 21.8(d)(1). Spatial Front's certified claims for such costs, detailing the time expended and costs incurred, must be submitted directly to the agency within 60 days after receipt of this decision. 4 C.F.R. 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez
General Counsel