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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Cartographics, LLC

File: B-297121

Date: November 15, 2005

Kevin W. McCann and Diana McCann for the protester.
Samar A. Shams, Esq., Department of Agriculture, for the agency.
Peter D. Verchinski, Esq., and John M. Melody, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest that agency should have issued task order for digital conversion of maps to protester under its multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contract for cartographic services, rather than to awardee under its architect/engineering services ID/IQ contract, is dismissed; GAO lacks jurisdiction to consider issuance of task order against ID/IQ contract.

DECISION

Cartographics, LLC protests the Department of Agriculture, U.S. Forest Service's issuance of a task order to Photo Science, Inc. under indefinite-delivery/indefinite-quantity (ID/IQ) contract No. 53-84N8-5-001, for digital conversion of maps of the Targhee National Forest. Cartographics contends that the agency improperly selected Photo Science despite Cartographics' lower price.

We dismiss the protest for lack of jurisdiction.

On October 1, 2003, the Forest Service made awards to Cartographics and four other firms under ID/IQ contract No. 53-05G2-4-0004. This contract, for professional cartographic services, required the agency to purchase a minimum of \$3,000 worth of services per year from Cartographics. A little over a year later, the Forest Service awarded contracts for geographic information system (GIS) services—including services such as data conversion, integration, and processing, as well as database linking and other GIS database services—to Photo Science and another firm under ID/IQ contract No. 53-84N8-5-001, pursuant to the architect and engineering procedures found in Federal Acquisition Regulation (FAR) part 36.6. The two

contracts covered different regions of the United States; Photo Science's contract covered the Targhee National Forest.

On February 22, 2005, the Forest Service requested a quotation from Photo Science under its ID/IQ contract for the services at issue. Photo Science responded with a price of \$138,199, which subsequently was reduced to \$115,293 following removal of certain services from the requirement. Shortly thereafter, in an attempt to determine whether other firms could provide the services at a lower price, the agency requested quotations from Cartographics and the four other cartographic services contractors. Cartographics responded with a price of \$11,036 (one other firm responded, but that firm's quotation is not relevant here). On August 15, the agency issued the task order to Photo Science. Cartographics filed an agency-level protest and then, before receiving the agency's response, filed this protest in our Office. Cartographics challenges the agency's decision to make award to a higher-priced contractor.

Our Office generally does not have jurisdiction to entertain a protest challenging the issuance of a task order. In this regard, 10 U.S.C. § 2304c(d) (2000) provides that "[a] protest is not authorized in connection with the issuance or proposed issuance of a task or delivery order except for a protest on the ground that the order increases the scope, period, or maximum value of the contract under which the order is issued." The protester does not allege in its protest that the task order at issue increases the scope, period, or maximum value of the contract under which it was issued; accordingly, the protest does not fit within the exception provided in the statute, and we therefore lack jurisdiction to review the matter. See N&N Travel & Tours, Inc. et al., B-285164.2, B-285164.3, Aug. 31, 2000, 2000 CPD ¶ 146 at 4.

We are aware that the circumstances here are somewhat different from those in prior cases where we found no jurisdiction; in those cases, the protester typically was challenging issuance of a task or delivery order to another multiple award contract holder under the same ID/IQ contract, whereas here, two different ID/IQ contracts are involved and Cartographics is challenging issuance of the task order under Photo Science's contract rather than under its own. However, this distinction does not change our decision. It remains that the focus of Cartographics' protest is a challenge to the agency's decision to issue a task order under an ID/IQ contract, with the dispute centering on which firm should receive the task order. Section 2304c(d) contains no exception to the general limitation on our jurisdiction based on the number of ID/IQ contracts involved in a challenge.¹

¹ The Forest Service interprets our decision in AudioCARE Sys., B-283985, Jan. 31, 2000, 2000 CPD ¶ 24 at 3 n.2, as indicating that our Office has jurisdiction to review the protest here. There, however, the competition was not limited to ID/IQ contract holders. Since a contract could have been awarded (*i.e.*, if the non-ID/IQ contractor were selected), we found that the case fell outside the jurisdictional limitation. This
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Cartographics also asserts that the award was improper because, according to the terms of its contract, all cartographic requirements were to be purchased under the cartographic services ID/IQ contract. However, the question of whether the terms of Cartographics' contract required the agency to purchase the services here under that contract is a matter of contract administration, and therefore is not for our consideration. 4 C.F.R. § 21.5(a) (2005); Hawker Eternacell, Inc., B-283586, Nov. 23, 1999, 99-2 CPD ¶ 96 at 3.

The protest is dismissed.

Anthony H. Gamboa
General Counsel

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is not the case here, where both vendors are ID/IQ contractors, and a task order would be issued regardless of which quotation were selected for award.