



United States Government Accountability Office
Washington, DC 20548

Decision

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Matter of: DLT Solutions, Inc.

File: B-412237; B-412237.2; B-412237.3

Date: January 11, 2016

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William A. Shook, Esq., The Law Offices of William A. Shook PLLC, for InfoReliance Solutions, JV, the intervenor.
Stephani L. Abramson, Esq., National Archives and Records Administration, for the agency.
Elizabeth Witwer, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is denied where the agency reasonably rejected the protester's proposal as unacceptable because it failed to comply with material solicitation instructions.
 2. Protest is denied where the agency reasonably concluded that the awardee's proposed price was reasonable based on comparison with current prices for the same or similar items under an indefinite-delivery, indefinite-quantity contract.
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DECISION

DLT Solutions, LLC, of Herndon, Virginia, protests the award of a flexible ordering agreement (FOA) to InfoReliance Solutions, JV, of Fairfax, Virginia, under request for proposals (RFP) No. NAMA-15-R-0004, which was issued by the National Archives and Record Administration (NARA) for commercial cloud computing services. DLT argues that the agency improperly excluded DLT's proposal from consideration for award based on two perceived deviations from the RFP's requirements in its price proposal. DLT also challenges the agency's determination that the awardee's proposed price was reasonable.

We deny the protest.

BACKGROUND

On August 12, 2015, NARA issued the RFP to holders of the National Institutes of Health Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officer Commodities and Solutions (CIO-CS) Government Wide Agency Contract (GWAC). RFP at 2. The CIO-CS GWAC is an indefinite-delivery, indefinite-quantity (IDIQ) contract that authorizes federal agencies to award delivery orders to acquire information technology commodities and solutions. CIO-CS GWAC Contract (Conformed) (May 2015), Articles B.1, B.2, B.3, <https://nitaac.nih.gov/nitaac/contracts/cio-cs/master-contract> (last visited Jan. 11, 2016).

The RFP here did not contemplate the award of a task or delivery order under the CIO-CS GWAC. Rather, the RFP stated that NARA intends to establish a single-award FOA against which the agency will subsequently place task orders. RFP at 4. See also RFP at 23 (“NARA anticipates that separate task orders will be issued, as needed[.]”); id. at 42 (providing ordering instructions for future “task orders under this flexible ordering agreement[.]”); Agency Report (AR), Tab 3, Acquisition Plan, at 6-7. The RFP further provides that orders against the FOA would be issued pursuant to multiple pricing methodologies. Specifically, the RFP states “NARA anticipates that the orders against this FOA shall be issued with fixed unit prices with the flexibility to use Firm Fixed Price (FFP); Time and Materials (T&M); Labor Hours or any combination thereof[.]” RFP at 4.

Through the contemplated FOA, NARA seeks to acquire commercial cloud computing services in support of its Enterprise Cloud Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) requirements, including all labor associated with cloud enabling management services, technical support services associated with cloud deployments, and other value added services. Id. The cloud services will support business systems related to NARA’s digital records holdings. Id. at 10. The FOA will consist of a base year and four 1-year options, with a not-to-exceed ceiling of \$55 million. Id. at 4. The independent government cost estimate (IGCE) for the expected award was \$12,828,293, including option years. AR, Tab 3, Acquisition Plan, at 3-4, 11.

The RFP provided that NARA would make an award, without discussions, to the offeror whose proposal represented the best overall value to the government. RFP at 2, 66. The RFP identified three technical factors of equal importance: (1) technical understanding and approach; (2) management and quality control; and (3) relevant past performance. Id. at 66. When combined, the technical factors were more important than price. Id.

Relevant to DLT's protest, the RFP, as amended, required offerors to confirm the following information on the first page of their price proposals:

- (1) RFP Number;
- (2) Name and address of Vendor;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available); and
- (5) Type of order.

AR, Tab 8, Amendment 002, at 3 (Response to Question 3); RFP at 63-64.

The RFP further required offerors to provide two spreadsheets with their price proposals: (1) a full listing of their IaaS and PaaS services, with rates, available under the CIO-CS GWAC; and (2) a spreadsheet, partially prepopulated by NARA, entitled "Enclosure 1, Appendix A, Price Quotation for Task Orders." RFP at 4, 6. We refer to these spreadsheets as the "GWAC listing" and "Appendix A," respectively.

The RFP stated that Appendix A would serve as the basis for the price evaluation. Id. at 6; AR, Tab 8, Amendment 002, at 5-6 (Response to Question 14). Appendix A included, inter alia, a prepopulated list of proposed services and NARA's estimated quantity/usage data for those services based on "current deployments and configurations and estimated projections for growth or usage in these systems." RFP at 6; AR, Tab 6, Appendix A. Offerors were required to input fixed-unit pricing, based on their CIO-CS GWAC pricing (including any discounts), for the listed services.¹ RFP at 4-6, 63-64; AR, Tab 6, Appendix A; Tab 8, Amendment 002, at 3 (Response to Question 3) and 5-6 (Response to Question 14) (offerors must use GWAC listings to quote prices for services in Appendix A). The RFP provided, however, that the stated requirements were not to be construed as an exhaustive list of services intended to be available under the FOA. RFP at 11. Rather, "[t]he full listing of cloud services offered by the [cloud services provider] should be made available under this FOA by the Vendor." Id. Accordingly, offerors were permitted to add "miscellaneous" lines to include "[a]ny unique services that may be required for the fulfillment of contracted services." AR, Tab 6, Appendix A, Definitions ("Miscellaneous").

¹ The CIO-CS GWAC states that contract holders' prices are "ceiling prices," but that "contractors may propose greater discounts on individual delivery orders based on the specific requirements and quantities." CIO-CS GWAC Contract (Conformed) (May 2015), Article B.4, <https://nitaac.nih.gov/nitaac/contracts/cio-cs/master-contract> (last visited Jan. 11, 2016).

In response to the RFP, NARA received a number of questions regarding the two spreadsheets. AR, Tab 8, Amendment 002. Accordingly, NARA clarified its requirement as follows:

NARA expects the Vendor to submit two (2) parts of Volume III. 1) All applicable pricing for the IaaS; PaaS; and associated labor categories and rates available under the Vendor's CIO-CS Contract, in the form of a spreadsheet. 2) A completed copy of Enclosure 1, Schedule of Prices, Appendix A, Price Quotation for Task Orders based on the pricing submitted in the first part of the Volume III submission.

Id. at 3 (Response to Question 3). NARA also provided a revised Appendix A in RFP amendment 002. Of relevance here, the revised Appendix A reaffirmed that offerors should use the miscellaneous line for "[a]ny unique service that may be required for the fulfillment of contracted services[.]"² AR, Tab 8, Revised Appendix A, Definitions ("Miscellaneous"). NARA also clarified that offerors should use the miscellaneous line to accommodate tiered pricing, which the RFP contemplated.³ AR, Tab 8, Amendment 002, at 4 (Response to Questions 6a and 8a). Finally, the revised Appendix A stated in numerous places that offerors could "add more miscellaneous lines as necessary[.]" See e.g., AR, Tab 8, Revised Appendix A, Note 2.

In response to the RFP, NARA received proposals from four offerors, including DLT and InfoReliance. AR, Tab 25, Vendor Selection Report, at 2. NARA evaluated proposals, without conducting discussions, and eliminated one offeror from consideration for award on the basis of its technical proposal and eliminated two other offerors, including DLT, on the basis of their price proposals. Id. at 14.

Relevant here, NARA notified DLT on September 25 that its proposal was no longer being considered for award due to two deviations from the RFP's requirements in its price proposal, which NARA asserted rendered a trade-off analysis "impossible to conduct on an equitable basis amongst vendors who followed the solicitation directions." AR, Tab 13, Exclusion Notice, at 1. First, NARA determined that, in response to the RFP's requirement to list the type of order on the first page of the price proposal, DLT limited the type of order to "Flexible Ordering Agreement

² In fact, NARA acknowledged in its response to questions that Appendix A "cannot possibly account for how all cloud service providers price their particular offerings." AR, Tab 8, Amendment 002, at 5 (Response to Question 14).

³ If tiered pricing was included, offerors were instructed to "identify the line (e.g., Tiered Pricing adjustment), unit of issue (e.g., per gigabyte per hour), and show its calculations." AR, Tab 8, Revised Appendix A, Definitions ("Miscellaneous").

Firm-Fixed Price,” instead of offering the capacity to fulfill orders on the basis of the RFP’s multiple pricing methodologies.⁴ Id. (referencing AR, Tab 20, DLT’s Price Proposal, at 1 (§ 1.1 Overview, Table)). Second, NARA noted that DLT’s GWAC listing, submitted with its price proposal, included a standard support package, which DLT indicated “[m]ust be purchased” with all [DELETED] orders.⁵ Id. (referencing AR, Tab 20, DLT’s GWAC listing). NARA determined, however, that DLT did not include a price for its standard support package in Appendix A.⁶ Id. (referencing AR, Tab 20, DLT’s Appendix A).

Of relevance to DLT’s challenge to NARA’s evaluation of InfoReliance’s price, the source selection authority (SSA) observed that InfoReliance’s price of \$15,098,998 was nearly 15 percent higher than the IGCE.⁷ AR, Tab 25, Vendor Selection Report, at 13. Despite this difference, however, the SSA concluded that InfoReliance’s unit pricing was reasonable based on NITAAC’s predetermination that the offerors’ prices under the CIO-CS GWAC were fair and reasonable based on adequate price competition and market research.⁸ Id. Additionally, the SSA concluded that NARA, in its evaluation of InfoReliance’s proposal, did not find any reason to disagree with NITAAC’s determination. Id. Specifically, the SSA explained that, after conducting individual and then consensus technical evaluations, the individual evaluation team members were asked to evaluate whether, in their technical opinion, InfoReliance’s price was reasonable based on the requirements, level of effort, labor categories, and labor mix. Id. See also AR, Tab 24, Request from Acquisition Branch to Evaluation Team. In response, the individual evaluators each confirmed that InfoReliance’s price was fair and reasonable and commensurate with the services and level of effort proposed. AR, Tab 24, Individual Evaluator Emails.

⁴ By contrast, InfoReliance listed the following as the type of order: “Firm Fixed Price (FFP); Time and Materials (T&M); Labor Hour or any combination thereof for orders placed under this FOA.” AR, Tab 27, InfoReliance’s Price Proposal, at 1.

⁵ DLT teamed with [DELETED] for the proposal effort. AR, Tab 20, DLT’s Technical Proposal, Cover Letter.

⁶ By contrast, InfoReliance’s GWAC listing also included a [DELETED] support package, which it priced in the miscellaneous lines in its Appendix A. See AR, Tab 28, InfoReliance’s GWAC listing; Tab 26, InfoReliance’s Appendix A.

⁷ DLT’s price was \$10,667,244. AR, Tab 20, DLT’s Appendix A.

⁸ Prior to the issuance of the RFP, NITAAC confirmed that it had determined the prices on the CIO-CS GWAC to be fair and reasonable based on adequate price competition and comparison of prices with prices obtained through market research for the same or similar items in accordance with Federal Acquisition Regulation (FAR) § 15.404-1(b)(2)(i) and 15.404-1(b)(2)(vi). AR, Tab 23, NITAAC Email (July 20, 2015, 3:37 p.m.).

Based on the individual evaluators' determinations, the SSA concluded that "the pricing offered by InfoReliance was realistic, that there was no reason to believe that it underestimated the work required, and that the level of effort quoted by InfoReliance was appropriate for the work required." AR, Tab 25, Vendor Selection Report, at 13. Furthermore, in conducting the best-value determination, the SSA noted that "the strengths identified by the evaluation team within InfoReliance's proposal represent significant benefits to NARA and greatly reduce risk to the degree that the price difference (15% greater than the IGCE) is well worth the added value." *Id.* at 14. NARA awarded the FOA to InfoReliance on September 30. AR, Tab 16, Award. On October 2, DLT filed its initial protest and filed two supplemental protests on November 12 and November 30, respectively.

DISCUSSION

DLT raises two primary challenges. First, DLT challenges its elimination from the competition based on NARA's conclusion that its price proposal deviated from the RFP's requirements in two areas. Protest at 5-12. Second, DLT argues that NARA unreasonably found the awardee's price to be reasonable, contending that NARA failed to adequately consider the difference between the awardee's proposed price and the IGCE. Supp. Protest (B-412237.2) at 12-13; Second Supp. Protest (B-412237.3) at 5-9. Our review of the record provides us no basis to sustain the protest.⁹

As an initial matter, for the purpose of establishing our Office's jurisdiction to review the issuance of a FOA under a GWAC, we conclude that NARA is, in essence, issuing an order under an IDIQ contract. In this regard, we note that the solicitation stated that the agency would evaluate proposals under the terms of FAR subpart 16.5, RFP at 2; the RFP limited the competition to firms holding CIO-CS GWACs, *id.*; and the RFP required offerors to propose prices based on their CIO-CS GWAC rates, AR, Tab 8, Amendment 002, at 6 (Response to Question 14). Because the contemplated value of the FOA is valued in excess of \$10 million, our Office has jurisdiction consider this protest. 41 U.S.C. § 4106(f).

We note, however, that the RFP contemplates the issuance of what amounts to a single, second-tier IDIQ instrument, under which NARA will place subsequent task

⁹ DLT raises other collateral issues. Although our decision does not specifically address every argument, we have considered all of the protester's arguments and find that none provides a basis to sustain the protest. In addition, in its second supplemental protest (B-412237.3), DLT also alleged that NARA engaged in unequal discussions. Second Supp. Protest at 2-5. After receiving additional documentation from the agency, however, DLT withdrew this protest ground. DLT's Email (Dec. 4, 2015, 9:39 a.m.).

orders, without providing the CIO-CS GWAC contract holders a subsequent, fair opportunity to compete for those task orders. Our Office recently found that such contract vehicles exceed an agency's express authority to award task and delivery order type contracts pursuant to provisions of the Federal Acquisition and Streamlining Act of 1994, 41 U.S.C. §§ 4401-4106. Harris IT Serv. Corp., B-411699, B-411796, Oct. 2, 2015, 2015 CPD ¶ 293. DLT, however, did not challenge the agency's selected contract vehicle prior to the submission of proposals; any such challenge is untimely at this point. 4 C.F.R. § 21.2(a)(1). Although we do not address this issue, nothing in this decision should be construed as reflecting this Office's concurrence with the agency's use of a FOA under the CIO-CS GWAC.

Agency's Rejection of DLT's Proposal

DLT challenges both bases for NARA's elimination of its proposal from consideration: (1) DLT's price proposal limited the type of order to a "Flexible Ordering Agreement Firm-Fixed Price"; and (2) DLT failed to include a price for its standard support package in Appendix A. AR, Tab 13, Exclusion Notice. We find no merit to the protester's arguments.

In reviewing protests challenging the evaluation of an offeror's proposal, or as here, the rejection of a proposal based on the agency's evaluation, it is not our role to reevaluate proposals; rather our Office examines the record to determine whether the agency's judgment was reasonable, and in accordance with the solicitation criteria and applicable procurement statutes and regulations. SRA Int'l, Inc., B-408624, B-408624.2, Nov. 25, 2013, 2013 CPD ¶ 275 at 5. In a negotiated procurement under an IDIQ contract, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. ARBEIT, LLC, B-411049, Apr. 27, 2015, 2015 CPD ¶ 146 at 4. Offerors are responsible for submitting a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows for a meaningful review by the procuring agency. Aero Simulation, Inc., B 411373, B-411373.2, July 2, 2015, 2015 CPD ¶ 233 at 3.

Regarding the first basis for elimination, the RFP indicated that the agency would place orders on the basis of multiple different pricing methodologies. RFP at 6. Indeed, NARA states that the reason it elected to use a FOA was specifically to provide the agency with such flexibility. AR (Nov. 2, 2015) at 7. Thus, NARA contends that the capacity to fulfill orders under the RFP's multiple pricing methodologies was a material requirement of the solicitation. Id. NARA argues that, based on DLT's representation on the first page of its price proposal that it was offering a "Flexible Ordering Agreement Firm-Fixed Price," the agency reasonably concluded that DLT was limiting the type of order it would fulfill to fixed-priced orders. AR, Tab 13, Exclusion Notice; AR (Nov. 2, 2015) at 6-7. Accordingly,

NARA alleges it eliminated DLT's proposal because it was not apparent that DLT was offering the flexibility required by the RFP. Id.; AR (Nov. 2, 2015) at 6.

DLT acknowledges that offering the capacity to fulfill orders under the multiple pricing methodologies contemplated by the RFP was a material requirement of the RFP. DLT's Supp. Comments (Dec. 10, 2015) at 4. DLT contends, however, that its statement did not constitute a limitation on the type of order it was offering to fulfill. Rather, DLT claims the statement merely reflected that it was providing "fixed unit pricing" in the two required spreadsheets, i.e., GWAC listing and Appendix A, notwithstanding NARA's flexibility to issue orders on bases other than fixed-price. Protest at 8. This interpretation is not readily apparent from the face of the protester's proposal. DLT's statement does not use the phrase "fixed unit pricing," nor does it imply any agreed-upon flexibility on the part of the agency. AR, Tab 20, DLT's Price Proposal, at 1 (§ 1.1 Overview, Table). Moreover, because the RFP required offerors to indicate the type of order offered on the first page of their pricing proposals, not the type of pricing included in the offeror's GWAC listing and Appendix A, see AR, Tab 8, Amendment 002, at 3, it was not unreasonable for the agency to conclude that DLT was limiting its offer to fixed-price orders only. As the burden of submitting a well-written proposal is on DLT, we have no basis to question the agency's evaluation.¹⁰ See Aero Simulation, Inc., supra, at 5.

We also find no merit to DLT's contention that its proposal provided elsewhere "in no uncertain terms" that it was offering to use the RFP's multiple pricing methodologies. Protest at 5. DLT points to language in its price proposal referring to a pricing model used by its proposed partner [DELETED], called the "[DELETED] model." Id. at 8 (citing AR, Tab 20, DLT's Price Proposal (§ 1.1 Overview, Narrative), at 1); DLT's Comments (Nov. 12, 2015) at 3-4. DLT's reliance on this language is inapposite because this pricing model does not address the issue here. The model simply offers customers the flexibility to "[DELETED]."¹¹ See

¹⁰ DLT also claims that, by using the term "Flexible Ordering Agreement," it was implicitly agreeing to provide NARA the flexibility to use the multiple pricing methodologies described in the RFP. Protest at 8. However, the FOA anticipated here contemplates a range of contractual flexibility, including: the ability, at a future date, to specify the exact quantities and types of services; to add additional within scope IaaS and PaaS services that have been properly added to the CIO-CS GWAC; and to specify a period of performance. RFP at 4, 6, 42. Accordingly, DLT's reference to the FOA did not expressly signal the agreement to fulfill orders under the various pricing methodologies.

¹¹ In its proposal, DLT describes this pricing model as offering "[DELETED]." AR, Tab 20, DLT's Price Proposal (§ 1.1 Overview, Narrative), at 1. DLT does not represent in its proposal that this model equates to the capacity to fulfill orders under the RFP's multiple pricing methodologies.

[www.\[DELETED\]](#) (last visited Jan. 11, 2016) (referenced in AR, Tab 20, DLT's Price Proposal (§ 1.1 Overview, Narrative), at 1). DLT's reliance on this language provides no additional insight into the type of order offered because, theoretically, DLT could offer to fulfill fixed-price orders only under the "[DELETED] model." DLT fails to identify any other language in its price proposal that demonstrated that it would fulfill orders on the basis of fixed-price, time and materials, labor hours, or a combination thereof.

Finally, DLT argues, in the alternative, that to the extent its proposal was unclear, NARA was obligated to seek clarification regarding what the protester contends was, at most, a minor, clerical error. Protest at 6, 9 (citing FAR § 15.306(a)(2), (b)(3)(i)). We disagree. In a negotiated procurement conducted pursuant to FAR part 15 (which is not directly applicable here),¹² clarifications are "limited exchanges" between the government and offerors that may occur when award without discussions is contemplated. FAR § 15.306(a)(1); STG, Inc., B-411415, B-411415.2, July 22, 2015, 2015 CPD ¶ 240 at 8-9. Such exchanges may allow offerors to clarify certain aspects of proposals or to resolve minor clerical errors. FAR § 15.306(a)(2). Although agencies have broad discretion as to whether to seek clarifications from offerors, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. STG, Inc., supra. Here, we conclude that NARA was not required to seek clarification from DLT because the issue to be addressed concerned a material solicitation requirement.

We now turn to the agency's second basis to eliminate DLT's proposal, *i.e.*, DLT's failure to include a price for its standard support package in Appendix A. Here, too, the record provides no basis to question the agency's evaluation. The RFP clearly indicated that NARA sought support for the cloud services. RFP at 4, 5, 12, 23, 24-27.

¹² We note that this procurement was conducted as a competition between IDIQ contract holders and, as such, was subject to the provisions of FAR § 16.505, which do not establish specific requirements for conducting clarifications or discussions. See Companion Data Servs., LLC, B-410022, B-410022.2, Oct. 9, 2014, 2014 CPD ¶ 300 at 12. However, where, as here, an agency conducts a task order competition as a negotiated procurement, our analysis regarding such exchanges will, in large part, reflect the standards applicable to negotiated procurements. See, *e.g.*, Technatomy Corp., B-411583, Sept. 4, 2015, 2015 CPD ¶ 282 at 5.

In particular, the performance work statement (PWS) included the following requirement:

4.1.2 Cloud Services Operations Support. The Vendor *shall* provide [information technology] operations management support[.]

RFP at 25 (PWS § 4.1.2) (emphasis in original). In direct response to this section of the PWS, DLT stated the following in its technical proposal:

DLT Standard Support is required for all accounts and will be billed in accordance with [DELETED] level support which can be found at [www.\[DELETED\]](#). Enterprise level support will also follow the [DELETED] pricing model at the same website referenced, however DLT Standard support offers many of the benefits found in [DELETED] enterprise support at a greatly reduced cost to NARA.

AR, Tab 20, DLT’s Technical Proposal, at 30. Moreover, as noted above, DLT included the following in the first row of its GWAC listing:

MFG Part #	Item Description	List Price	CIO-CS Price
DLT- [DELETED]- STD-SUPPT	DLT Standard Support Package (See Attached) – Must be purchased with all [DELETED] orders	[DELETED]	[DELETED]

AR, Tab 20, DLT’s Price Proposal, GWAC Listing. Although the GWAC listing cited a price of \$[DELETED] for the DLT Standard Support Package, neither this price, nor a discounted price, was included in DLT’s proposal at Appendix A--which, as discussed above, was to be the basis for evaluating offerors’ proposed prices.

Based on the above representations in DLT’s proposal, NARA argues that the agency reasonably concluded that DLT’s standard support package was required as part of DLT’s proposed solution. AR (Nov. 2, 2015) at 4-5. Additionally, because the RFP stated that NARA would base its price evaluation on Appendix A, RFP at 6, the agency argues that it was also reasonable for the agency to eliminate DLT’s proposal for not including a price for the support package in Appendix A. AR (Nov. 2, 2015) at 4-5 (citing gMg Mgmt., Inc., B-409628.2, July 8, 2014, 2014 CPD ¶ 206) (“A proposal that omits required pricing cannot form the basis for an award.”).

In response, DLT raises three arguments, none of which provides a basis to conclude the agency’s actions were unreasonable. First, DLT claims that, because NARA did not specifically require offerors to provide support for the cloud computing services, DLT did not propose its standard support package as part of its technical solution and, therefore, did not include a price for it in Appendix A. Protest at 11 (“[T]he customer did not call out support.”), *id.* (“[T]here is no statement anywhere

that DLT had committed to offering it as part of its technical solution.”); DLT’s Comments (Nov. 12, 2015) at 7. The record belies DLT’s assertion. As noted above, the RFP expressly required offerors to provide support, see e.g., RFP at 25 (PWS § 4.1.2), and, in response, DLT’s technical proposal expressly stated that its standard support package “is required” and “will be billed.” AR, Tab 20, DLT’s Technical Proposal, at 30.

Second, DTL contends that its proposal made clear that the agency was not required to purchase the support package cited in its proposal. Specifically, the protester points to language in its technical proposal indicating that its standard support package “will be billed in accordance with [DELETED] level support which can be found at www.[DELETED]” and claims that the referenced website makes clear that [DELETED] support plans can be purchased “with no long-term contracts.” Protest at 11; DLT’s Comments (Nov 12, 2015) at 9. According to DLT, this means that customers are not required to purchase support. Protest at 11. Explaining its proposal further, DLT asserts, “[i]n other words, if a customer choose[s] to use the support services in question it would have been billed monthly at [DELETED] rates; however, customers were not committed to using those services in any particular month.” DLT’s Comments (Nov. 12, 2015) at 9. We find no merit to DLT’s argument.

Initially, we note that NARA was not required to reach outside DLT’s proposal to understand its technical solution or to obtain pricing information. Rather, it is the offeror’s responsibility to provide, within the four corners of its proposal, the information the agency needs to properly evaluate the offeror’s proposed approach. Watts-Obayashi, Joint Venture; Black Constr. Corp., B-409391, et al., Apr. 4, 2014, 2014 CPD ¶ 122 at 11. In any event, DLT did not propose to use [DELETED] support; rather, it proposed to use “DLT Standard Support,” which would be billed similar to [DELETED] support.¹³ AR, Tab 20, DLT’s Technical Proposal, at 30. Accordingly, whether [DELETED] requires customers to purchase its support plans is of no import where DLT’s proposal expressly stated that DLT’s standard support package “is required.”¹⁴ Id. In this regard, contrary to DLT’s

¹³ DLT itself distinguishes between its standard support and the types of support offered by [DELETED] when it describes the benefits of DLT’s standard support versus the enterprise support offered by [DELETED]. AR, Tab 20, DLT’s Technical Proposal, at 30 (“DLT Standard support offers many of the benefits found in [DELETED] enterprise support at a greatly reduced cost to NARA.”).

¹⁴ We are also not persuaded that the language on the website cited by DLT, i.e., “no long-term contracts,” implies that customers are not required to purchase support. A plan “with no long-term contracts” may simply imply a month-to-month billing plan. In fact, the website states that monthly charges for business and enterprise support plans are “subject to a monthly minimum billed in advance,” implying that some form of support plan is required with an associated minimum

(continued...)

allegation, its proposal did not provide that, if NARA elected to use DLT's support package, it would have been billed at the [DELETED] support level. Rather, it provided that NARA was required to use DLT's support package and would be billed using the [DELETED] pricing model.

Finally, DLT argues that it could not include pricing for its support package in Appendix A because the spreadsheet "did not include a row" for such pricing. Protest at 11. DLT further claims that the RFP instructed offerors to submit only "the pricing information specifically called for in the prepopulated" Appendix A. Id. The record does not support DLT's argument. As discussed above, the RFP permitted offerors to add miscellaneous lines for unique services required for the fulfillment of contracted services. AR, Tab 8, Revised Appendix A, Definitions ("Miscellaneous"). Regardless, DLT's complaint concerning the adequacy of Appendix A amounts to a challenge to an alleged impropriety in the solicitation, which must be raised prior to the time set for receipt of initial proposals, and, therefore, any challenges at this time are untimely. See 4 C.F.R. § 21.2(a)(1).¹⁵

NARA's Price Reasonableness Evaluation

Finally, DLT argues that NARA failed to evaluate whether InfoReliance's proposed price was unreasonably high. Here, too, the record provides no basis to question the agency's judgment.

As discussed above, the RFP stated that the agency would follow the competition procedures at FAR § 16.505(b)(1)(iv). RFP at 2. The ordering provisions of FAR subpart 16.5 require ordering agencies to establish prices for orders consistent with the policies and methods of FAR subpart 15.4 unless the IDIQ contact itself establishes the price for the supply or service. FAR § 16.505(b)(3). Here, the CIO-CS GWAC established rates for the requested PaaS and IaaS services. Moreover, the offerors' CIO-CS GWAC rates were determined by the agency administering the GWAC, NITAAC, to be reasonable based on adequate price competition and market research. AR, Tab 24, NITAAC Email (citing FAR § 15.404-

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payment. See [www.\[DELETED\]](http://www.[DELETED]) (last visited Jan. 11, 2016). It does not appear that DLT included any monthly minimum amount in Appendix A.

¹⁵ DLT also alleges that the agency provided no explanation for "how exactly DLT was to price those services" in the miscellaneous lines without providing estimated monthly usage of web-based services. See DLT's Comments (Nov. 12, 2015) at 11. This allegation is also untimely because it too raises alleged improprieties in the solicitation. 4 C.F.R. § 21.2(a)(1).

1(b)(2)(i), (vi)). DLT does not challenge NITAAC's determination in this respect nor contend that InfoReliance's CIO-CS GWAC rates were unreasonable.¹⁶

The RFP issued by NARA required offerors to provide a spreadsheet containing their full listing of IaaS and PaaS services, with rates, available under the CIO-CS. RFP at 4-6, 63-64; Tab 8, Amendment 002, at 3 (Response to Question 3). The RFP also required offerors to submit fixed-unit pricing based on, *i.e.*, equal to or discounted from, their current CIO-CS GWAC rates for the services listed in Appendix A. See RFP at 4-5, 63-64; Tab 8, Amendment 002, at 3 (Response to Question 3) and 5-6 (Response to Question 14) (offerors must use GWAC listings to quote prices for services in Appendix A). Accordingly, because an offeror's rates submitted in response to NARA's RFP were based on rates established under the CIO-CS GWAC, we conclude that NARA properly determined InfoReliance's prices, submitted in response to the RFP, to be reasonable.¹⁷

In the agency report, NARA contends that we should apply the policies and methods of FAR subpart 8.4, by analogy, to the current scenario. AR (Dec. 7, 2015) at 6 n.5 (citing Perot Sys. Gov't Servs., Inc., B-402138, Jan. 21, 2010, 2010 CPD ¶ 64). NARA contends that its reliance on NITAAC's predetermination was reasonable because it is analogous to an agency's reliance on determinations made by the General Services Administration (GSA) when considering the reasonableness of prices prior to issuing an order against a Federal Supply Schedule (FSS) contract, which our Office has previously held to be consistent with the requirements of FAR subpart 8.4. In Perot, we held that "[b]ecause prices in FSS contracts already have been determined by GSA to be fair and reasonable, ordering activities are not required to make a separate determination of fair and reasonable pricing prior to issuing an order against an FSS contract." Perot Sys. Gov't Servs., Inc., *supra*, at 2-3 (citing FAR § 8.404(d)).

DLT does not object to the agency's analogy. DLT's Supp. Comments (Dec. 10, 2015) at 7-8. DLT contends, however, that if the analogy is to be employed in this context, NARA also must consider the level of effort and labor mix in assessing reasonableness. Id. at 7 (citing FAR 8.405-2(d)). DLT is correct that, if FAR subpart 8.4 were fully applicable here, NARA must "consider the level of effort and the mix of labor proposed to perform the task being ordered" when evaluating price reasonableness. See US Info. Tech. Corp., B-404357, B-404357.2, Feb. 2, 2011,

¹⁶ DLT expressed concern that the NITAAC email, confirming that the CIO-CS GWAC rates were determined to be reasonable, is dated more than a month prior to the issuance of the RFP. Second Supp. Protest (B-412237.3) at 6. DLT does not explain the import of this fact and we fail to see how this fact is relevant to NARA's price evaluation.

¹⁷ Although not required, NARA requested confirmation from NITAAC that the CIO-CS GWAC rates were reasonable. AR, Tab 24, Email to NITAAC.

2011 CPD ¶ 74 at 6-7 (citing FAR § 8.405-2(d), (e)). As we explained above, however, we find the pricing methods in FAR § 16.505(b)(3) to be the most appropriate in the current scenario. Moreover, the requirement to consider the level of effort and labor mix does not clearly apply here because the solicitation provided fixed quantity/usage data and required offerors to assign fixed-unit pricing for those services based on--but not to exceed--their GWAC pricing.¹⁸ AR, Tab 8, Revised Appendix A.

Finally, in its protest, DLT contends that NARA ignored the difference between InfoReliance's proposed price and the agency's IGCE. Second Supp. Protest (B-412237.3) at 9. Even if true, the IGCE is largely irrelevant to the agency's evaluation of price reasonableness in this context because the CIO-CS GWAC established rates for the services sought here. In any event, the record demonstrates that NARA did not ignore the difference between InfoReliance's proposed price and the agency's IGCE. Instead, the SSA explicitly acknowledged the difference but determined, nevertheless, that InfoReliance's price was reasonable and that its proposal was "well worth" the higher price. AR, Tab 25, Vendor Selection Report, at 13.

The protest is denied.

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General Counsel

¹⁸ For this reason, we do not address DLT's contention that the conclusions of the individual members of the evaluation team on this point are insufficient and "nothing more than [] conclusory statements" or that such analysis constitutes a price realism assessment. Second Supp. Protest (B-412237.3) at 7, 8.