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Decision

Matter of: Alliant Solutions, LLC

File: B-415994; B-415994.2

Date: May 14, 2018

Lee P. Curtis, Esq., Seth H. Locke, Esq., and Andrew J. Victor, Esq., Perkins Coie LLP, for the protester.

James H. Roberts III, Esq., Van Scoyoc Roberts PLLC, Smartronix, Inc., for the intervenor.

Kelli Cochran-Seabrook, Esq., General Services Administration, for the agency. Stephanie B. Magnell, Esq., and Amy B. Pereira, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest is timely in the absence of evidence that the protester knew or should have known of the protest basis more than 10 days before the protest was filed.
 2. Protest challenging the issuance of a letter of technical direction is sustained, where the letter directs the contractor to perform work that is out of scope of the underlying task order.
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DECISION

Alliant Solutions, LLC¹ (Alliant), of Reston, Virginia, protests, as an improper modification, the assignment of work to Smartronix, Inc. (Smartronix), of Hollywood, Maryland, using technical direction letter (TDL) No. 2018-53, on a task order issued to Smartronix by the General Services Administration (GSA) for the benefit of the Navy under GSA's Alliant Governmentwide Acquisition Contract (GWAC). The protester argues that the TDL work falls outside of the scope of Smartronix's task order and that,

¹ Alliant is a joint venture originally formed by seven members, including Sabre Systems, Inc. (Sabre), of Warrington, Pennsylvania. Protester Ltr. to GAO, Mar. 20, 2018, Exh. 1, Alliant Joint Venture & Operating Agreement, at 1. The members may cooperate with or compete against one another within the joint venture for the right to submit a quotation through Alliant. Id., Exh. B, Division of Work.

if GSA intends to procure this work, it should instead be competed among holders of the Alliant GWAC.

We sustain the protest.

BACKGROUND

Both the protester, Alliant, and the intervenor, Smartronix, are holders of the GSA Alliant GWAC. Agency Report (AR), Tab 17, Alliant GWAC Conformed Contract. On January 16, 2015, GSA issued task order No. GSQ0015AJ0027 to Smartronix under the Alliant GWAC in order to obtain support for the Navy's Rapid Response Project Office (RRPO). AR, Tab 3, Rapid Response Technical Services (RRTS) Task Order, at D-1 – C-2.² The RRPO “develop[s] and support[s] rapid reaction special mission projects related to irregular warfare for the Department of Defense (DoD), Non-DoD Federal Departments[,] Agencies [and] the Intelligence Community” and is part of the Naval Air Warfare Center Aircraft Division (NAWCAD). Id. at D-1.

The objective of the RRTS task order is to “support Command, Control, Communications, Computers [(C4)], Intelligence, Surveillance, and Reconnaissance [(ISR)] (C4ISR) information technology and information technologies advanced concept development and the analysis, testing, development, and integration of equipment, operations, and training for all aspects of support.” Id. at C-3. As relevant here, supporting the RRPO task order includes the “design and development of prototypes; development of processes and procedures; design of current and future ISR system capabilities and technologies; advanced concept design; system integration design; and advanced concepts technologies design.” Id. at C-2. The RRTS task order has a period of performance of one base year and four 1-year option periods. Id. at B-1.

The RRTS task order defines a TDL as “a means of communication between [the agency] and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work” Id. at H-15. As relevant here, the task order contains limitations regarding TDLs, including that TDLs “shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered . . . or change any other conditions” of the task order. Id. Furthermore, “TDLs shall not require new [task order] deliverables that may cause the contractor to incur additional costs.” Id. at H-16.

At some point after the award of the RRTS task order, the Navy and GSA were aware that the Department of Defense and the Navy had “mandated the shift [from a physical

² In the conformed copy of the RRTS task order provided in the AR at tab 3, pages C-2, C-3, etc., follow page D-1.

information technology (IT) infrastructure] to the cloud”³ in order to reduce costs related to maintaining on-site facilities. AR, Tab 9, Navy Email to GSA, Feb. 6, 2018, at 1.

The record does not address how or when GSA and the Navy began to draft the TDL’s scope of work to migrate the Navy’s IT services to the cloud. However, on November 28, 2017, the Navy concurred with GSA’s assessment that the proposed TDL was within scope of the RRTS task order.⁴ AR, Tab 4, RRTS Task Order, Email Attachment GSA to Navy, Nov. 28, 2018, at 2.

On December 15, GSA issued the “NAWCAD 7.2 Cloud TDL,” TDL 2018-53, under Smartronix’s existing RRTS task order. In issuing the TDL, GSA sought “assistance in establishing operations in a Commercial Cloud Commuting [sic] facility” to serve the Naval Air Systems, Command and other Navy, and joint services customers. AR, Tab 4, TDL, at 2. The TDL has its own period of performance consisting of a 9-month base period and one 3-month option period, starting in the RRTS task order option year 3. Id. at 2, 9; AR, Tab 20, GSA Internal Email, Dec. 15, 2017, at 1. The estimated value of the TDL is approximately \$19.2 million, of which approximately \$14.6 million is estimated for the base period, and approximately \$4.6 million was estimated for the option period. Id., see also AR, Tab 19, TDL Rough Order of Magnitude (ROM), tab 1.

On December 22, Smartronix contacted Alliant joint venture member Sabre⁵ about working on the TDL as a subcontractor. Intervenor’s Response to GSA Req. for Dismissal, Feb. 14, 2018, Encl. 2, Sabre Email to Smartronix, Dec. 22, 2017.⁶ On January 5, 2018, Sabre wrote to the GSA contracting officer for the Alliant GWAC with concerns that the agency improperly placed Sabre’s subcontracted NGEN data center work on Smartronix’s RRTS task order. AR, Tab 6, Sabre Ltr. to GSA, Jan. 5, 2018, at 1-2. Sabre argued that the scope of the RRTS task order does not encompass its

³ The term “cloud” refers to remote servers that permit users to access their software and data over the internet instead of through a local network.

⁴ The record does not indicate whether the parties examined a draft or final version of the TDL statement of work.

⁵ Sabre presently serves as the principal subcontractor for data center operations support on a task order issued to DXC Technology (DXC) (formerly HP Enterprise Services, LLC) under the Navy’s Next Generation Enterprise Network (NGEN) contract. Req. for Dismissal, Exh. 1, Sabre Ltr. to Navy, Jan. 5, 2018, at 1. DXC’s NGEN task order expires on June 30, 2018. Id.

⁶ Also on December 22, the agency made several modifications to the RRTS task order funding, including 12 reductions of \$100 to various CLINs in option years 4 and 5. AR, Tab 3, RRTS Task Order, at 3-7. The total estimated cost/price of the RRTS task order did not change. Id. The RRTS task order prohibits a TDL from resulting in any change to the task order price, amount, or funding. Id. at H-15 - H-16.

data center work and that GSA should have instead competed the data center work among Alliant contract holders. Id. at 1-2.

On January 25, the GSA contracting officer replied to Sabre as follows:

I reviewed the requirements from NAWCAD 7.2 NMCI NGEN TO [DXC's task order on which Sabre is a subcontractor] and found that they are different from the NAWCAD 7.2 requirements being performed in [the] GSA Alliant TO [task order]. I recommend that Sabre consult with their Prime contractor.

AR, Tab 7, GSA Ltr. to Sabre, Jan. 25, 2018. The contracting officer intentionally did not respond to Sabre's inquiries regarding the TDL's scope. In developing the agency's response, the contracting officer "did not think it was appropriate to share information related to a GSA TO [task order] and TDL that [Sabre has] no relationship with." Contracting Officer's Statement (COS)⁷ ¶ 16. On January 30, 2018, Sabre received a statement of work from Smartronix as a potential Smartronix subcontractor on the TDL work. Protest at 2 n.1. Alliant filed this protest on February 2.⁸

DISCUSSION

The agency and intervenor first argue that the protest is untimely and request that we dismiss the protest. As discussed below, we find that there is not a sufficient basis to conclude that the protest is untimely, and thus this issue is resolved in favor of Alliant. The substance of Alliant's protest is that the TDL work falls outside the scope of the RRTS task order and should be competed among holders of the Alliant GWAC. For the reasons below, we agree with the protester and sustain the protest.

Timeliness

As a preliminary matter, the agency and intervenor contend that the protest was filed more than 10 days after Alliant knew or should have known of its basis of protest. MOL

⁷ GSA filed its Memorandum of Law (MOL) and COS on March 5, and filed revised versions of both documents on March 8. The revised versions are cited herein.

⁸ This protest is within our jurisdiction to hear protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity (IDIQ) contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B); see Booz Allen Hamilton Eng'g Servs., LLC, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12; see also Wyle Labs., Inc., B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4 (The authority under which we exercise our task order jurisdiction is determined by the agency that awarded the underlying IDIQ task order contract, here GSA, rather than the agency that issues or funds the task order.).

at 1; Intervenor's Comments at 1-4. These parties thus request that our Office dismiss the protest as untimely under our Bid Protest Regulations. Id.; 4 C.F.R. § 21.2(a)(2).

Our Bid Protest Regulations contain strict rules for the timely submission of protests. Under these rules, a protest, other than one alleging improprieties in a solicitation, must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2). Where it is not clear when a protester learned of the specifics of its competitor's proposal as a basis for protest, we resolve doubt as to timeliness in the protester's favor. Fort Wainwright Devs.; Fairbanks Assocs., B-221374.4 et al., June 20, 1986, 86-1 CPD ¶ 573 at 9; see also Research Analysis & Mgmt. Corp., B-218567.2, Nov. 5, 1985, 85-2 CPD ¶ 524; Quintron Sys., Inc., B-249763, Dec. 16, 1992, 92-2 CPD ¶ 421 at n.4.

Alliant maintains that its protest is "based upon information that Alliant Solutions obtained from a January 30, 2018, RFP transmitted to Sabre" and is thus timely filed within 10 days from when it first learned of the basis of protest. Protest at 1-2; Response to GSA Req. for Dismissal, Feb. 14, 2018, at 3. According to the protester, it first learned that the Navy anticipated obtaining services related to commercial cloud computing on January 30 when its joint venture member Sabre received a request for subcontractor proposals from Smartronix (and presumably shared the information with Alliant). Protest at 6; Exh. 4, Smartronix Email to Sabre, Jan. 30, 2018 (attaching request for subcontractor proposal).

GSA has not provided evidence that Alliant knew of the TDL's substance prior to January 23, i.e., more than 10 days prior to the February 2 filing date. Indeed, at the time it filed its protest, the protester only suspected that the agency had issued a TDL to Smartronix. See, e.g., protest at 5 ("It is believed that the tasking [of Smartronix] may have been issued by the use of a [TDL] . . . [but] the specific TDL issued to Smartronix . . . [remains] unavailable to Alliant."). The record shows that GSA first provided the TDL to Alliant when it attached the TDL to its request for dismissal. Supp. Protest, Feb. 22, at 1-2. In this regard, had Smartronix not approached Sabre about subcontracting some of the TDL work, it is unclear whether Alliant would have been advised as to any change in the Smartronix RRTS task order.

As to whether Alliant should have known of the TDL's contents, the agency has neither published the TDL nor provided it to Alliant GWAC holders, and there is nothing in the record to suggest how else Alliant should have known of the substance of the TDL. Furthermore, the agency and intervenor argue that Alliant's joint venture member Sabre had actual notice about the transfer of work due to Sabre's communications with Smartronix about performing as a subcontractor on the TDL work. MOL at 3; Intervenor Comments at 4; Agency Second Req. for Dismissal, Exh. 2, Email Sabre to Smartronix, Dec. 28, 2018. However, the record shows only that Smartronix emailed Sabre the scope of work on January 30. Protest, Exh. 4, Smartronix Email to Sabre, Jan. 30, 2018 (attaching request for subcontractor proposal). Neither GSA nor Smartronix have shown that Sabre (let alone Alliant) knew or should have known of the TDL's scope prior to January 23. Intervenor Revised Req. for Dismissal, Feb. 28, 2018, at 2. Exh. 3,

Smartronix-Sabre Proposed Subcontract at 24-33. Thus, without presenting facts that Sabre knew of the TDL's scope of work prior to January 30, neither the agency nor the intervenor has established that Alliant should have known of the TDL's scope of work through Sabre on any earlier date.⁹

The record shows only, by Alliant's admission, that Sabre received information about the TDL scope in Smartronix's January 30 request for subcontractor proposals that Sabre appears to have shared with Alliant. In the absence of any evidence that Alliant had actual or constructive notice of the contents of the TDL, *i.e.*, that it knew or should have known of the basis of protest, more than 10 days prior to February 2, the protest filing date, we conclude that the protest was timely filed and will consider it. Fort Wainwright Devs.; Fairbanks Assocs., *supra*; Quintron Sys., Inc., *supra* (where it was unclear as to whether to impute an employee's knowledge to the protester itself, timeliness was resolved in favor of the protester).¹⁰

Scope

As Alliant states, "[t]he pivotal issue in this protest is whether the TDL at issue falls within the scope of Smartronix's RRTS task order." Protest at 3. The protester argues that the TDL work is out of scope of the RRTS task order because "the original task order competition expressly contemplated support for the RRPO in support of ISR and Irregular Warfare," while the TDL seeks general services related to cloud computing migration and operation provided to a broader client base. Protester Comments, Mar. 19, 2018, at 6. Alliant asserts that, "[b]ecause the TDL falls outside the scope of the RRTS, GSA was required to provide all Alliant contract holders a fair opportunity to be considered for this roughly \$10 to \$20 million opportunity." Protest at 3.

⁹ To the extent that the agency and intervenor argue that knowledge of the TDL should be imputed to Alliant by virtue of its membership in the Alliant joint venture, we find this argument unpersuasive. Alliant is a separate legal entity that has many members in competition with Sabre. Protester Letter to GAO, Mar. 20, 2018, Exh. 1, Alliant Joint Venture and Operating Agreement, at 1. Yet neither the agency nor the intervenor provide any authority supporting the implicit argument that information obtained by Sabre should be imputed to Alliant.

¹⁰ Smartronix also argues that Alliant is not an interested party to file a protest at GAO. Smartronix Resp. to Req. for Dismissal, Feb. 14, 2018, at 3. However, issuance of a TDL that is out of scope of the RRTS task order is tantamount to the sole-source award of a task order. As a holder of the Alliant GWAC, Alliant's direct economic interest is affected by GSA's decision not to conduct a competition for the work encompassed by the TDL among GWAC holders. Accordingly, Alliant is an interested party to challenge the TDL as outside of the scope of the RRTS task order. 4 C.F.R. § 21.0(a)(1); see Onix Networking Corp., B-411841, Nov. 9, 2015, 2015 CPD ¶ 330 at 6; see also Master Sec., Inc., B-274990, B-274990.2, Jan. 12, 1997, 97-1 CPD ¶ 21 at 3.

Our Office will generally not review protests of allegedly improper contract modifications because such matters relate to contract administration and are beyond the scope of our bid protest function. 4 C.F.R. § 21.5(a); DOR Biodef., Inc.; Emergent BioSols., B-296358.3, B-296358.4, Jan. 31, 2006, 2006 CPD ¶ 35 at 6. Even if a contract modification arguably is significant, absent a showing that the modification is beyond the scope of the original contract (or in this case, task order) or awarded with the intent to modify it after award, we view the modification as matter of contract administration. See Zafer Constr. Co., et al., B-295903, B-295903.2, May 9, 2005, 2005 CPD ¶ 87 at 6-7; see also Booz Allen Hamilton Eng'g Servs., supra, at 6.

In determining whether a modification to a contract or task order is beyond the scope of the contract or order, and thereby triggers applicable competition requirements, we look to whether there is a material difference between the modified order and the order that was originally awarded. Booz Allen Hamilton Eng'g Servs., supra, at 6-7; see also MCI Telecomms. Corp., B-276659.2, Sept. 29, 1997, 97-2 CPD ¶ 90 at 7. Evidence of a material difference between the modification and the original order is found by reviewing the circumstances attending the original procurement, and any changes in the type of work, performance period, and costs between the order as issued and as modified. See Erickson Helicopters, Inc., B-415176.3, B-415176.5, Dec. 11, 2017, 2017 CPD ¶ 378 at 7; see also Western Pilot Serv., et al., B-415732 et al., Mar. 6, 2018, 2018 CPD ¶ 104 at 6. We also consider whether the solicitation for the original order adequately advised offerors of the potential for the type of change found in the modification, and thus whether the modification could have changed the field of competition. Western Pilot Serv. et al., supra; see also DOR Biodef., Inc.; Emergent BioSols., supra. Here, we find that the TDL is out of scope of the task order it purports to clarify.

The TDL was issued in order to assist NAWCAD “in establishing operations in a Commercial Cloud Com[p]uting facility.” AR, Tab 4, TDL, at 2. GSA confirms that “[t]he TDL scope of work pertains to supporting [NAWCAD’s] move to the Cloud environment,” but contends that “the scope of requirements contained in the TDL was entirely consistent with the scope” of the RRTS task order. MOL at 8-9; see also Intervenor Comments at 13 (concurring with agency that TDL is within scope). However, the RRTS task order makes only limited reference to cloud services, i.e., that “[t]he contractor shall provide research and analysis support . . . necessary to assess systems in areas such as Cloud, Big Data” AR, Tab 3, RRTS Task Order, at C-10.

More specifically, the agency asserts that establishment of a commercial cloud facility is within scope of the RRTS task order, specifically section C.5.3(b). COS ¶ 12, citing AR Tab 3, RRTS Task Order, at C-10; AR Tab 4, TDL. Section C.5.3(b) instructs the RRTS contractor to “[p]rovide support to C4ISR and Big Cloud system technology insertion initiatives, including transfer and transition of existing and emerging technologies.” AR, Tab 3, RRTS Task Order, at C-10. However, section C.5.3 instructs the contractor to provide “research and analysis support . . . by developing custom identification, collection, interpretation and evaluation systems necessary to asses systems in areas such as the Cloud, Big Data” Id. Thus, the RRTS subsection (b) “insertion

initiatives” are provided as part of research and analysis support for the RRTS task order, not enterprise-wide cloud migration and operations as contemplated by the TDL.

The agency also argues that section C.5.4 of the RRTS task order requires the contractor to “provide general requirements support, to include providing logistics support, software and hardware support, operations and maintenance support, operator procedures, systems integration and demonstration, and exercise preparation support,” and that these tasks encompass the TDL work. MOL at 9. However, the contractor’s responsibilities here are project-based and, importantly, relate to information assurance for classified material and must be performed according to certain guidance applicable to classified systems and classified material. AR, Tab 3, RRTS Task Order, at C-11. In contrast, the TDL scope of work does not mention work on classified systems. Thus, this task order section does not reasonably encompass any TDL work.

Overall, we find that the TDL’s work in supporting the migration to and operation of a cloud facility differs materially from the RRTS’s scope of work, i.e., providing research and analysis support for systems assessment. For example, under the heading of information assurance support, the RRTS task order requires the contractor to support risk management certification and accreditation with regard to intelligence community classified information technology systems. On the other hand, the TDL requires the contractor to “[e]ducate and develop an organic understanding of” DoD guidance relating to unclassified data as part of its information assurance support. Further, under the TDL the contractor must “[e]ducate and develop an organic understanding of” DoD’s “cloud first policy, and how to best utilize that to our advantage, to reduce time to Approval to Operate” the new cloud-based IT systems. Compare AR, Tab 3, RRTS Task Order, at C-11 with AR, Tab 4, TDL, at 4-5. The work related to establishing an unclassified cloud environment under the TDL is substantively different from tasks supporting certification and accreditation related to classified environments under the RRTS task order.

Similarly, the TDL asks the contractor to perform work that goes beyond the RRTS task order scope of work. For example, the TDL scope of work requires the contractor to “[p]rovide IT support services to manage the Government’s enterprise-wide IT server and storage computing environments,” and “manage delivery of all enterprise IT services.” AR, Tab 4, TDL, at 5. However, the RRTS statement of work never uses the phrases “enterprise” or “IT server” and does not anticipate the contractor performing ongoing management. See generally AR, Tab 3, RRTS Task Order.

As to whether any TDL work falls within the scope of the RRTS task order, we note that the TDL makes no reference to the Rapid Response Project Office (RRPO) and its scope of work does not refer to ISR work. The TDL seeks support for NAWCAD, not the RRPO, and is thus broader in scope than the RRTS task order. GSA contends that the TDL can be used to support offices other than the RRPO because “the [RRPO] supports other DoD and Non-DOD agencies, and this [t]ask [o]rder is being used to support these [unspecified] agencies.” MOL at 8. This argument, however, that the RRPO work can be used as a foundation upon which to cantilever broad support for

both DoD and non-DoD work misreads the express terms of the RRTS task order. On this record, we conclude that the TDL's instructions to provide services to offices other than the RRPO, as well as new services for cloud migration and operations, represent a material departure from the RRPO ISR services competed among Alliant GWAC contract holders and awarded to Smartronix.

Furthermore, although the RRTS task order prohibits the use of TDLs for "assign[ing] new work, direct[ing] a change to the quality or quantity of supplies and/or services delivered . . . or chang[ing] any other conditions" of the task order, and despite GSA's argument that "the TDL is not a modification to the Task Order at all," the GSA and Navy considered the TDL to encompass new work. AR, Tab 3, RRTS Task Order, at H-15; MOL at 10, citing AR, Tab 3, RRTS Task Order, at H-14 and H-15. In this regard, the Navy confirmed to GSA that, "[i]n regards to your inquiry as to whether this [TDL] work is being provided for on another [contracting] vehicle, it is not." AR, Tab 8, Navy Email to GSA, Jan. 16, 2018, at 2.

The record also shows why the Navy elected to put the cloud migration and operations work on the RRTS task order. Smartronix's RRTS task order was chosen as the vehicle for the Navy's migration to a "cloud-based Managed Service Organization" due to the Navy's "critical need for a contract vehicle to accommodate an emergent rapid requirement to stand up a proof-of-concept demonstration for a cloud-based infrastructure environment." AR, Tab 8, Navy Email to GSA, Jan. 11, 2018, at 1. The Navy concluded that "[t]he symbiotic relationship between the two hosting environments (on-premise/legacy and cloud) and the associated migration activities necessitate all work performed be under one contract." *Id.* The Navy justified its decision to put the new TDL work on the RRTS task order on the basis that the Alliant GWAC "is IT[-]focused . . . and of course the scope of this vehicle covers all things IT and any corresponding Task Orders and TDLs would follow suit." *Id.* at 1. The Navy's desire for the work to start quickly under "one contract" appears to have taken precedence over a critical analysis by GSA and the Navy as to whether the TDL work was within the existing scope of the RRTS task order.

The record shows that the TDL's scope of work is broader than the RRTS task order in terms of offices served and subject matter. Based on this record, we conclude that the TDL work is a material departure from the scope of the RRTS task order and we sustain the protest. See Western Pilot Serv., *supra*, at 7-8; see also Makro Janitorial Servs., Inc., B-282690, Aug. 18, 1999, 99-2 CPD ¶ 39 at 3 (sustaining protest where contract modification and task order were beyond the scope of the underlying IDIQ contract).

Prejudice

Competitive prejudice is an essential element of a viable protest, and where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest. SunGard Data Sys., Inc., B-410025, Oct. 10, 2014, 2014 CPD ¶ 304 at 7-8. Here, the Navy issued the TDL to obtain services that

are not only beyond the scope of the RRTS task order, but also appear to be within the scope of the Alliant GWAC. Because Alliant is an Alliant GWAC holder, we find that the protester was prejudiced because it could have been in line for award of a task order had the TDL requirements been competed among Alliant GWAC holders. Threat Mgmt. Grp., LLC, B-413729, Dec. 21, 2016, 2017 CPD ¶ 9 at 9; Poly-Pacific Techs., Inc., B-296029, June 1, 2005, 2005 CPD ¶ 105 at 6. In such circumstances, 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.

RECOMMENDATION

We recommend that, to the extent the Navy has a requirement for cloud computing support, GSA, with the Navy, prepare the appropriate justification required by Federal Acquisition Regulation § 16.505(b)(2) to modify the RRTS task order to add the new scope of work. Alternatively, the agency may rescind the TDL and examine whether such tasks should be competed among Alliant GWAC contract holders or otherwise competed. We also recommend that the agency reimburse the protester the reasonable costs of filing and pursuing its protest, including attorneys' fees. 4 C.F.R. § 21.8(d)(1).

The protester must submit its certified claim for costs, detailing the time expended and the costs incurred, directly to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Thomas H. Armstrong
General Counsel