



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

**THIS OPINION WAS INITIALLY ISSUED UNDER PROTECTIVE ORDER AND
IS BEING RELEASED TO THE PUBLIC
IN ITS ENTIRETY ON DECEMBER 8, 2009**

DENIED: November 30, 2009

CBCA 1552

ELECTRONIC DATA SYSTEMS, LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Daniel R. Forman of Crowell & Moring LLP, Washington, DC, counsel for Appellant.

Nathan C. Guerrero, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **STERN**, **SHERIDAN**, and **KULLBERG**.

SHERIDAN, Board Judge.

This is an appeal from a General Services Administration (GSA) contracting officer's final decision denying Electronic Data Systems, LLC's (EDS) certified claim of November 7, 2008, seeking an equitable adjustment in the amount of \$8,000,723.71, on task order GST0007NS0032 (contract). This was a contract to, among other things, set up a credentialing system to provide identification cards (referred to as personal identity verification (PIV) cards), deploy the system to federal employees and contractors by providing each with a PIV account and card, and then maintain each individual PIV account. EDS asserts that it is entitled to an equitable adjustment because the contract structure and

schedule required that 420,000 units be enrolled by September 30, 2008, and that it incurred additional costs because that enrollment number was not met.

In issuing this decision, the Board considered the record consisting of the pleadings, the appeal file (Appeal File, Exhibits 1 through 13); respondent's motion for summary relief; appellant's opposition to respondent's motion for summary relief and cross-motion for summary relief; respondent's reply in support of its motion and opposition to appellant's cross-motion; and appellant's reply.

The parties agree that the issue before the Board is a purely legal matter of contract interpretation. Each party to this appeal has moved for summary relief, arguing that judgment in its favor is appropriate based on the terms of the contract. GSA asserts that the contract between GSA and EDS was an indefinite delivery/indefinite quantity (ID/IQ) contract in which GSA guaranteed a minimum order of 10,000 units of enrollment. GSA argues that the Government ordered approximately 210,000 units, thereby extinguishing any further purchasing obligation it had under the contract. EDS maintains that "this is an ID/IQ contract with a special pricing provision that permits adjustment." Appellant argues that GSA's failure to order 420,000 units by September 30, 2008, "fundamentally altered the stated premise for cost recovery under the contract to EDS's significant detriment." EDS posits that it is entitled to an equitable adjustment of \$8,000,723.71 to "accommodate this constructive change."

We conclude that the contract, when read as a whole, was not premised on a commitment that GSA would order 420,000 units by September 30, 2008. In fact, the contract expressly stated that GSA only guaranteed that it would purchase a minimum of 10,000 units, and that the 420,000 figure was provided for "estimating purposes only and is not a commitment by the Government to order that amount." GSA indicated in the contract that it anticipated ordering 420,000 units, required the contractor to create an infrastructure to support enrolling 420,000 units, and then purchased only 210,000 units. This course of action did not constitute a constructive change to the contract. GSA warned EDS it was only guaranteeing to purchase 10,000 units and it purchased 210,000 units. Once it purchased the 10,000 units, GSA's purchasing obligations under the contract were met. There are no special pricing provisions in the contract that increased GSA's purchasing obligations, altered the contract's stated minimum number of orders, or created a right of recovery for appellant.

Background

On August 27, 2004, Homeland Security Presidential Directive 12 (HSPD-12) was issued, mandating the establishment of a credentialing system using PIV cards. Appeal File, Exhibit 1 at 63. PIV cards were to be used by federal agency employees and contractors for physical and logistical control and access, and for such other applications as determined by an individual agency. *Id.*¹ GSA established the HSPD-12 Managed Service Office (MSO) to provide a centralized source for agencies seeking HSPD-12 compliant PIV cards. *Id.* The MSO was to put in place a contract vehicle under which agencies could elect to obtain HSPD-12 compliant PIV cards. *Id.*

On January 12, 2007, GSA issued a solicitation seeking a contractor capable of providing the PIV credentialing system as specified in the solicitation. Appeal File, Exhibit 1. Pursuant to the terms of the solicitation, there were two core service components requiring pricing. For contract line item number (CLIN) 1, a bundled unit price was solicited for enrolling an individual in the PIV program, including producing, issuing, and activating the PIV card. *Id.* at 65. For CLIN 2, a unit price was solicited for the monthly maintenance fee the offeror would charge for maintaining each active PIV card account. *Id.* There were several additional CLINs requiring prices, most of which included prices for option years and volume discounts. *Id.*

Each individual's PIV account was referred to as a unit or seat, and defined as a "single, active PIV identity account." Appeal File, Exhibit 1 at 65. The offerors were to provide the required infrastructure and personnel to perform the CLIN 1 enrollments and CLIN 2 maintenance on the accounts using the unit prices they proposed. *Id.* at 63. The solicitation required offerors to propose firm fixed unit prices for each CLIN in accordance with the solicitation requirements. *Id.* at 183.

Potential offerors were informed that federal agency use of the MSO or the anticipated GSA contract for PIV cards was not mandatory but was established to provide a centralized service for agencies seeking to take advantage of efficiencies and cost savings derived from establishing a government-wide contract. Appeal File, Exhibit 1 at 63. However, at the time the solicitation was issued, approximately forty federal agencies, boards, and commissions

¹ In addition to "PIV cards," the solicitation in various instances also used the terms PIV credentials, units, enrollments, and accounts, to describe the items being provided under the contract. The enrollment of an individual equated to the purchase of a single PIV identity account.

had executed agreements with GSA to obtain the new PIV cards through the anticipated GSA contract. *Id.* at 64. GSA informed prospective offerors:

This represents approximately 420,000 federal employees and contractors to be enrolled and issued credentials in the Personal Identity Verification (PIV) Program through this vehicle. Offerors should use this volume as the basis for their proposals. However, GSA has an open offer to additional agencies to use the shared services solution. There may be additional agencies that join the shared solution for complete end-to-end service.

Id. Section 3 of the solicitation contained provisions relating to pricing which state:

3 Pricing Basis

Award under this solicitation will be based on seat [unit] pricing for specified core services and infrastructures.

3.1 Seat [Unit] Pricing

Seat [unit] pricing represents the costs for core services for enrollment, systems infrastructure, card production and issuance, card activation and the offeror's required infrastructure to support these services. The core services represent contractor managed services, where all equipment, materials and services are provided by the offeror; the government will pay a seat [unit] price for these services. GSA is seeking seat [unit] pricing for these contractor managed services, where a seat [unit] is defined as a single, active PIV identity account. There are two types of seat [unit] pricing requested - seat [unit] pricing for enrollment in the PIV Program and seat [unit] pricing for maintenance of established, active identity accounts. That is, both types of seat [unit] prices apply to all active PIV account holders, enrollment seat [unit] pricing to establish the PIV account and maintenance seat [unit] pricing for each month that the account remains active.

. . . .

3.2 Seat [Unit] Pricing Basis

The current customer base of the GSA shared service is 420,000 prospective enrollees in the PIV Program for full, end-to-end services (i.e., enrollment, systems infrastructure, card and credential issuance and activation, and usage). GSA anticipates that new employees and contractors to be added to the current population will be 10 percent per year. This calculus will be used for the seat

[unit] pricing for both enrollment and account maintenance. That is, cost recovery for enrollment will be based on the current prospective enrollees and projected additional employees and contractors to be enrolled over the duration of the contract. Cost recovery for account maintenance should be based [sic] calculated on the basis of 420,000 established and active PIV accounts from the month following enrollment until the end of the five-year period of performance. GSA anticipates that caseload churn (i.e., the new employees and contractors to be enrolled in the PIV Program, and the employees and contractors that will leave Government employment or otherwise no longer require active PIV accounts) will balance so that the steady state active caseload will be approximately 420,000 for the duration of the contract. The maintenance seat [unit] price will apply only to active identity accounts; that is maintenance seat [unit] pricing for a given identity account is no longer applied in the month following the month that the account becomes inactive.

However, GSA has an open offer to additional agencies to use the shared services solution. There may be additional agencies that join the shared solution for complete end-to-end services. GSA anticipates that the active caseload volume may increase above the projected 420,000 caseload figure. As a result, contractors will provide pricing discounts to enrollment and maintenance seat pricing offers for the core service at the 420,000 current active identity account projected volume. Seat pricing discounts are requested to one million identity accounts.

Id. at 71-73. The solicitation also specified that the offeror was to provide an infrastructure requirement of 225 enrollment work stations and 225 card activation stations. *Id.* at 73.

After issuing the solicitation, GSA received several inquiries from prospective contractors requesting clarification on various aspects of the solicitation provisions. Several of the questions and answers focused on the unit pricing provisions and the potential number of enrollments in the prospective contract. Pertinent questions and answers included:

[Question #175:] Neither the RFP [request for proposals] nor the CDRL [contract data requirements list] (paragraph 20) specify a minimum number of seats [units] for the bidder to use in calculating seat [unit] and services costs. (Although paragraph 20 CDRL pricing requests per seat and per quantity band pricing - no minimum is specified). It is important that GSA provide bidders with guidance on the minimum number of seats [units] that the contractor will support as part of this bid.

[Answer:] Please refer to scope sections regarding estimated seat quantities, section 2 and 3.2. 420[,000] is current customer commitments and is our best estimate of total expected enrollments to date. GSA intends to add a section to the RFQ [request for quotations] to indicate its intention to provide a minimum number of enrollments/seats/units to be ordered in the base period which is 10,000.

[Question #185:] The SOW [statement of work] states that bidders should use the 420,000 employees[,] and offerors to be enrolled and issued credentials in the PIV program through this vehicle, as the basis for their cost recovery. As bidders consider their requirements for capital investments to support their solutions, is GSA guaranteeing that the successful bidder will be paid for at least this 420,000 employees? In other words, will bidders be at risk for a smaller number of cards issued if agencies opt to pursue other avenues to deploy credentials?

[Answer:] Please refer to scope sections regarding estimated seat quantities, sections 2 and 3.2. 420[,000] is current customer commitments and is our best estimate of total expected enrollments to date. GSA intends to add a section to the RFQ [request for quotations] to indicate its intention to provide a minimum number of enrollments/seats/units to be ordered in the base period which is 10,000.

. . . .

[Question #222:] Since the smallest number of seats [units] requested is 420,000, is that a guaranteed minimum purchase by GSA?

[Answer:] Please refer to scope sections regarding estimated seat quantities, sections 2 and 3.2. 420[,000] is current customer commitments and is our best estimate of total expected enrollments to date. GSA intends to add a section to the RFQ [request for quotations] to indicate its intention to provide a minimum number of enrollments/seats/units to be ordered in the base period which is 10,000.

. . . .

[Question #252:] Is there a date by which the Government promises the contractor that the Government will reach 420,000 enrollments? Will there be any equitable adjustments if 420,000 enrollments are not reached by the agreed upon date?

[Answer:] The Government intends to have 420,000 enrolled by October 2008. The Government intends to have a minimum number of enrollees in the base period. The Government is confident the 420,000 will be met but makes no promises in that regard.

Appeal File, Exhibit 1 at 24, 28, 32.

As promised in the answers to Questions 175, 185, and 222, following receipt of the questions, GSA issued an amendment to the solicitation incorporating a provision containing an express minimum and maximum order guarantee:

16.17 Minimum Order Guarantee and Maximum Contract Order

The Government guarantees that the minimum order of active identity accounts (units or seats) will be 10,000. The maximum order over the life of this contract will not exceed 1,500,000 units. All references to 420,000 will be used for estimating purposes only and is not a commitment by the Government to order that amount.

Appeal File, Exhibit 1 at 175.

On April 23, 2007, GSA awarded task order GST0007NS0032 (contract) to EDS for the acquisition of the PIV credentialing system and EDS began performance. Appeal File, Exhibit 2. Section 2.7 of the contract addressed the contract's milestones, deliverables, and due dates. *Id.* at 5-7. Broadly, the milestones included system development, enrollment deployment, rollout and caseload conversion, and steady state. *Id.* More specifically, the contract's rollout and caseload conversion milestone, which was stated to occur from October 1, 2007, through September 30, 2008, described "rollout" as "the process of deploying 225 enrollment stations," and "caseload conversion" as "the enrollment of all 420,000 current employees/contractors into the PIV program." *Id.* at 7. However, the contract also incorporated the earlier mentioned questions and answers and the Minimum Order Guarantee and Maximum Contract Order clause. *Id.* at 113. Although some of the clauses that are typical to ID/IQ contracts were not included in the contract, others were. The parties posit,

and the Board agrees, that this was an ID/IQ contract with the base period set as the “date of award through 9/30/2008.” *Id.* at iii.

The contract contained EDS’s price tables for various CLINs. Appeal File, Exhibit 2 at iv-xv. CLINs 1 and 2 show EDS’s unit price for enrollments and for monthly account maintenance. *Id.* at iv. CLINs 11 through 22A set forth discounted unit prices to be used once enrollments exceeded 420,000 units. *Id.* at v-vii. Similarly, CLINs 23 through 34A showed discounted pricing to be applied once monthly maintenance services exceeded 420,000 units. *Id.* at vii-ix. None of the CLINs provided for increased pricing where the number of units ordered or maintained dropped below 420,000 units.

EDS submitted a contract modification proposal to GSA on May 23, 2008, asking, among other things, that the contract be amended to include a CLIN for minimum enrollment/maintenance services in light of the reduced number of employees enrolled up to that point. Appeal File, Exhibit 3. The proposal contemplated changing the contract to provide a monthly minimum payment to EDS, regardless of the number of enrollments or activated maintenance accounts, until 850,000 enrollments had been achieved. *Id.* at 9. EDS’s stated goals of the proposed modification included “[e]stablish[ing] appropriate risk sharing between EDS and GSA” and “[s]tabilizing EDS’s current financial state and provid[ing] a level of financial predictability on a go forward basis.” *Id.* at 2.

On August 12, 2008, GSA refused to modify the contract, asserting that the current enrollments exceeded the minimum numbers required by the contract and that to change the contract the way EDS requested would afford EDS an advantage not provided other offerors while placing undue risk on GSA. Appeal File, Exhibit 6 at 3. EDS represented that as of September 22, 2008, it had enrolled over 184,000 individuals into the HSPD-12 compliant PIV card system and delivered more than 131,000 PIV cards. *Id.*, Exhibit 8.

EDS submitted a certified claim on November 7, 2008, requesting that an equitable adjustment be issued in the amount of \$8,000,723.71, based on “material changes to the core contract provisions governing the pricing and deployment schedule for performance under the . . . contract.” Appeal File, Exhibit 12. On the date of the claim EDS represented that approximately 210,000 individuals had been enrolled as of September 2008. *Id.* at 13. A contracting officer’s final decision was issued on January 6, 2009, denying the claim in its entirety. *Id.*, Exhibit 13. The final decision was appealed to the Board, where it was docketed as CBCA 1552.

Discussion

Both parties assert they are in fundamental agreement with respect to the relevant facts, that there are no material facts in dispute, that the appeal involves solely the matter of contract interpretation, and that it is suitable for resolution on the motions for summary relief. Any differences as to the undisputed facts the parties have proposed are minor and are immaterial to the outcome of the dispute. Pure contract interpretation is a question of law that may be resolved by summary judgment. *P. J. Maffei Building Wrecking Corp. v. United States*, 732 F.2d 913, 916 (Fed. Cir. 1984).² Based on a review of the facts, the Board agrees that there are no relevant disputed facts and that this case is appropriate for summary resolution based on contract interpretation.

In interpreting the language of a contract, reasonable meaning must be given all parts of the agreement so as not to render any portion meaningless, or to interpret any provision so as to create a conflict with other provisions of the contract. *Fortec Constructors v. United States*, 760 F.2d 1288, 1292 (Fed. Cir. 1985); *United States v. Johnson Controls, Inc.*, 713 F.2d 1541, 1555 (Fed. Cir. 1983). In other words, “an interpretation that gives a reasonable meaning to all parts will be preferred to one which leaves a portion of [the contract] useless, inexplicable, inoperative, void, insignificant, meaningless, superfluous, or achieves a weird and whimsical result.” *Arizona v. United States*, 575 F.2d 855, 863 (Ct. Cl. 1978); *see also*, *e.g.*, *Gould, Inc. v. United States*, 935 F.2d 1271, 1274 (Fed. Cir. 1991); *Johnson Controls*, 713 F.2d at 1555.

Contract language should be given the plain meaning that would be derived by a reasonably intelligent person acquainted with the contemporaneous circumstances. *Firestone Tire & Rubber Co. v. United States*, 444 F.2d 547, 551 (Ct. Cl. 1971); *Hol-Gar Manufacturing Corp. v. United States*, 351 F.2d 972, 975 (Ct. Cl. 1965). The contract must be construed to effectuate its spirit and purpose, giving reasonable meaning to all of its parts. *Gould, Inc.*, 935 F.2d at 1274.

When, as here, both parties have moved for summary relief, each party’s motion must be evaluated on its own merits and all reasonable inferences must be resolved against the

² Interpreting the language, conduct, and intent of the parties may sometimes involve questions of material fact and may not present a pure question of law. If there is a genuine dispute of material fact, summary judgment is inappropriate. *Beta Systems, Inc. v. United States*, 838 F.2d 1179, 1183 (Fed. Cir. 1988).

party whose motion is under consideration. *First Commerce Corp. v. United States*, 335 F.3d 1373, 1379 (Fed. Cir. 2003); *DeMarini Sports, Inc. v. Worth, Inc.*, 239 F.3d 1314, 1322 (Fed. Cir. 2001). The mere fact that both parties have moved for summary relief does not impel a grant of one of the motions. *California v. United States*, 271 F.3d 1377, 1380 (Fed. Cir. 2001).

Appellant's Motion

Appellant seeks relief, alleging that when GSA failed to enroll 420,000 employees by September 30, 2008, it constructively changed material terms of the contract. Arguing that “this is an ID/IQ contract with a special pricing provision that permits adjustment,” EDS avers that “the CLIN structure, milestone schedule, and pricing provisions” expressly state that the “structure and pricing” of the contract is based on the expectation that GSA would achieve a caseload conversion base of 420,000 enrollees by the end of September 2008. Appellant’s Opposition to Respondent’s Motion for Summary Relief and Cross-Motion for Summary Relief at 16.

Appellant posits that enrolling 420,000 units by September 30, 2008, was a “contractual premise” that served as the foundation for contract pricing. When the “contractual premise” was not achieved, EDS had to absorb uncompensated costs and did not recover revenues that it argues were expressly contemplated by the contract pricing terms:

Separate and apart from the minimum guarantee provision, the contract unambiguously states that EDS’ cost recovery under the contract “will be based” on a “calculus” of 420,000 enrollees, and that this calculus “will be used for the seat pricing for both enrollment and account maintenance.” The delay in achieving the caseload conversion base of 420,000 enrollees has caused EDS to incur additional costs, including . . . maintenance and personnel costs, facts which GSA does not contest.

Appellant’s Reply at 4 (citations omitted) .

GSA mentioned in several places in the contract that it had a customer base of 420,000 prospective enrollees. It told offerors that “cost recovery for enrollment will be based on the current prospective enrollees and projected additional employees and contractors to be enrolled over the duration of the contract.” The milestone for “rollout and caseload conversion,” which was to occur October 1, 2007, through September 30, 2008, described “caseload conversion” as “the enrollment of all 420,000 current

employees/contractors into the PIV program.”³ Included in the contract were infrastructure related requirements such that EDS was required to create an infrastructure that was capable of enrolling 420,000 individuals.

It is apparent from the terms of the solicitation and contract that GSA fully expected that approximately 420,000 individuals would be enrolled during the base year of the contract. However, there are no contractual provisions committing GSA to provide the 420,000 individuals for enrollment. Furthermore, during the question and answer period, while indicating that it expected to have 420,000 enrollees in the base year, GSA took measures to clarify that it would not guarantee 420,000 individuals for enrollment. Further, GSA made clear in the amended solicitation and in the contract that it was only guaranteeing 10,000 individuals for enrollment in the system. Regarding the 420,000 figure, GSA clarified that “[a]ll references to 420,000 will be used for estimating purposes only and is not a commitment by the Government to order that amount.”

Appellant’s argument for constructive change fails to consider the significance of the Minimum Order Guarantee and Maximum Contract Order clause to the Government’s contractual obligations. Appellant’s interpretation would have us read selected contract provisions in a vacuum while ignoring other clear contract language. The contract clearly stated that while GSA estimated that 420,000 employees would be enrolled, it was willing to guarantee only a minimum order of 10,000 enrollees. Appellant’s interpretation treats the 420,000 figure as something more than the Government’s best estimate of what it anticipated ordering. Although the contract obligated EDS to build an infrastructure capable of enrolling 420,000 individuals, and similarly contained a milestone showing enrollments totaling 420,000, that did not obviate the contract’s clear language stating that only 10,000 enrollments were guaranteed. The Government made clear in the contract that it was in no way guaranteeing the 420,000 enrollees and that the figure should be used for estimating purposes only. Reading the contract as a whole and giving reasonable meaning to all of its parts so as not render any portion meaningless or to interpret any provision so as to create a conflict with other provisions of the contract, we do not see the use of the 420,000 figure as creating a right to an equitable adjustment.

³ We note that there appear to be some inconsistencies in the contract as to whether the 420,000 prospective enrollees were to be enrolled over the duration of the contract, as set forth in the Seat [Unit] Pricing Basis clause, or during the base year of the contract, as contained in the milestone for rollout and caseload conversion. We did not address this issue, as we consider the analysis contained in the body of the decision to override it.

EDS's cost recovery and profit in this contract are directly correlated to the number of enrollments it accomplishes. Notwithstanding what may well have been a risk on its part, EDS appears to have been willing to take the chance that GSA would order less than the 420,000 enrollments it indicated that it anticipated ordering.⁴

The Court of Appeals for the Federal Circuit has held that the Government's purchase of the guaranteed non-nominal minimum amount under an indefinite quantity contract satisfies the Government's legal purchasing obligation. *Travel Centre v. Barram*, 236 F.3d 1316, 1319 (Fed. Cir. 2001). It is undisputed that GSA has ordered in excess of the 10,000 minimum number of orders it guaranteed. Thus, the Government has satisfied its purchasing obligations under the contract. Arguing vehemently that its claim is not based on the Government's breach of its purchasing obligations and, therefore, the precedent of *Travel Centre* and its progeny does not apply, appellant asserts:

EDS is not alleging [that] the 420,000 enrollees was the minimum quantity guaranteed by the contract, nor is EDS alleging breach of contract. While 420,000 enrollees was an estimate for purposes of defining GSA's anticipated needs, it is clear that 420,000 enrollees by September 30, 2008, was expressly included as a term in several other contract provisions, including the stated basis for cost recovery, the milestone schedule, and the CLIN pricing structure. As such, the only way to harmonize the minimum guarantee with the cost recovery model and milestone schedule is to interpret this as an ID/IQ contract with a special pricing provision that permits adjustment for fluctuations in the number of enrollees.

Appellant's Opposition to Respondent's Motion for Summary Relief and Cross-Motion for Summary Relief at 2.

Citing *Advanced Technologies & Testing Laboratories, Inc.*, ASBCA 55805, 08-2 BCA ¶ 33,950; *Community Consulting International*, ASBCA 53489, 02-2 BCA ¶ 31,940; and *Burke Court Reporting Co.*, DOT BCA 3058, 97-2 BCA ¶ 29,323, EDS argues that even though the Government has satisfied the contract's minimum purchasing obligations, the Government has additional "legal obligations to a contractor under an ID/IQ contract [that] extend beyond its satisfaction of the minimum purchasing obligations." Appellant bases its right of recovery upon these other legal obligations. EDS argues that achieving the caseload

⁴ We note that EDS has not represented whether or how it relied on the 420,000 figure when it priced its bid.

conversion figure of 420,000 was an express term of multiple contract provisions creating additional legal obligations beyond the contract's minimum purchasing obligations. We disagree.

In *Advanced Technologies, Community Consulting International, and Burke Court Reporting*, summary judgment was denied even though the Government had met its minimum purchasing obligations, because there were disputed facts regarding the Government's good faith. These cases are inapplicable to the matter before us because appellant has presented no facts or allegations regarding failure to cooperate, abuse of discretion, or bad faith action. Furthermore, while it couches its argument as a failure by GSA to meet additional legal obligations in the contract, taken to its logical conclusion, appellant's argument creates new legal obligations which ultimately result in increased purchasing obligations. No matter how its argument might be cast, EDS is essentially seeking compensation for GSA's failure to purchase 420,000 units of enrollment. As GSA has met its minimum purchasing obligations under the contract, *Travel Centre* applies to preclude recovery.

Finally, we do not read this contract, as appellant urges the Board should, to contain a special pricing provision that permits adjustment. To the extent that there are special pricing provisions permitting adjustments, those are set forth in the several CLINs providing for unit price discounts when the Government orders over 420,000 units. Comparable CLINs providing for price increases when the Government orders less than 420,000 units are conspicuously absent from the contract. When it entered into this contract, EDS took the risk that GSA would order fewer than the estimated 420,000 units of enrollment. It does not now have the right to demand a contract adjustment to circumvent the risk it was originally willing to take under the terms of the contract. Based on the foregoing, appellant's motion for summary relief is denied.

Respondent's Motion

Respondent has moved for summary relief, representing that the Government ordered approximately 210,000 PIV enrollments during the base year of this ID/IQ contract, far exceeding the contract's minimum guarantee of 10,000 units. Citing *Travel Centre*, GSA posits that by ordering the minimum guaranteed amount, it extinguished any further purchasing obligation it had under the contract. It avers that the 420,000 figure was an estimate of the number of enrollments the Government anticipated during the base year. Furthermore, prior to award and in the contract itself GSA repeatedly and explicitly informed EDS that the 420,000 figure was for estimating purposes only and not a guarantee of enrollments.

By giving reasonable meaning to all parts of the contract so as not to render any portion meaningless or to interpret any provision so as to create a conflict with other provisions of the contract, we conclude that GSA made clear in this contract that it anticipated that the contractor would enroll 420,000 individuals by September 30, 2008, but that it guaranteed only 10,000 individuals for enrollment. As approximately 210,000 individuals were enrolled, GSA more than met its purchasing obligations, and pursuant to the precedent contained in *Travel Centre*, the Government is entitled to summary relief.

Decision

Appellant's motion for summary relief is denied. Respondent's motion for summary relief is granted, and the appeal is **DENIED**.

PATRICIA J. SHERIDAN
Board Judge

We concur:

JAMES L. STERN
Board Judge

H. CHUCK KULLBERG
Board Judge