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Decision

Matter of: Vencore Services and Solutions, Inc.

File: B-412949; B-412949.2

Date: July 18, 2016

J. Alex Ward, Esq., Ethan E. Marsh, Esq., and Charles L. Capito, Esq., Morrison & Foerster LLP, for the protester.

Paul F. Khoury, Esq., Tracye Winfrey Howard, Esq., Tara L. Ward, Esq., and Cara L. Lasley, Esq., Wiley Rein LLP, for ManTech Advanced Systems International, Inc., the intervenor.

Kimberly L. Cohen, Esq., Department of Homeland Security, for the agency. Stephanie B. Magnell, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is sustained where the agency engaged in misleading discussions by relying on a significantly inflated estimate of the likely cost of performance to advise the protester that its labor rates were too low, the protester raised its rates in response, and the agency subsequently revised its flawed cost estimate but did not reopen discussions.

DECISION

Vencore Services and Solutions, Inc., of Reston, Virginia, protests the issuance of a task order to ManTech Advanced Systems International, Inc., of Herndon, Virginia, under request for proposals (RFP) No. HSBP1015R0039, which was issued by the Department of Homeland Security, United States Customs and Border Protection (CBP), under the multiple-award indefinite-delivery, indefinite-quantity enterprise acquisition gateway for leading edge solutions (EAGLE II) contract, to obtain business intelligence support services (BISS) for U.S. border protection efforts. The protester alleges that the agency conducted misleading discussions with regard to its costs, and that the agency's evaluation of the awardee's technical proposal was flawed.

We sustain the protest.

BACKGROUND

The RFP, issued on May 22, 2015, contemplated the award of a 5-year cost-plus-fixed-fee (CPFF) task order, consisting of a 1-year base period, four 1-year option periods, and one 6-month extension period.¹ RFP Amend. 0003 at 2.² The competition was conducted under Federal Acquisition Regulation (FAR) part 16.

The solicitation provided for award to the offeror whose proposal was deemed to offer the best value to the agency, considering the factors of technical, past experience/past performance, and cost/price, in descending order of importance. Id. at 80. The technical and past experience/past performance factors combined were significantly more important than cost/price; however, when competing proposals were “determined to be essentially equal [as to the technical solution and past performance factors], total price and other price factors would become the most significant factor.” Id. The technical factor was comprised of three subfactors in descending order of importance: response to technical approach/technical solution, management approach, and transition. Id. As relevant to the protest, possible ratings under the technical subfactors included the following:

Outstanding – Proposal significantly exceeds requirements in a way that benefits the [g]overnment or meets requirements and contains at least one exceptional enhancing feature which benefits the government.

Highly Satisfactory – Proposal exceeds requirements in a way that benefits the government or meets requirements and contains enhancing features which benefit the [g]overnment. Any weakness is minor.

Satisfactory – Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance.

¹ In addition to the CPFF BISS contract line item numbers (CLINs), which constituted the majority of the task order, there were separate CLINs for the base and option years seeking the offeror’s fee, and other direct costs. The value of the other direct costs was not to exceed \$20,000. RFP Amend. 0003 at 2.

² Where a document in the agency report was paginated, the citation refers to the printed page number. Where a document in the agency report was not paginated, the citation refers to the physical page count.

Agency Report (AR), Tab 8, Technical Evaluation Plan, at 16. The agency also anticipated assessing performance risk under the technical factor and technical subfactors; risk was to be assessed as very low, low, moderate or high. Id. at 16-17.

The RFP also provided for a cost realism analysis, which would “be a significant factor in the award decision.” RFP at 82-83. For purposes of evaluation, the agency was “to determine the probable cost of performance” of each proposal “by adjusting each respondent’s proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis” in accordance with FAR § 15.404-1(d). Id. at 83. This estimated most probable cost would be used in the agency’s cost/price evaluation. Id.

The CBP received seven proposals by the deadline of June 22, 2015. AR, Tab 30, CBP Memorandum to File, at 2. On October 27, the agency established a competitive range consisting of all seven proposals and entered into discussions. AR, Tab 31, Source Selection Decision Memorandum (SSDM), at 2. The CBP provided offerors with written discussion questions and, in early November, conducted meetings to allow offerors to ask clarifying questions with respect to the written discussion questions. AR, Tab 30, CBP Memorandum to File, at 4.

All seven offerors in the competitive range submitted final proposals by the due date of November 23. AR, Tab 31, SSDM at 3. The agency reviewed offerors’ final proposals and assigned the following ratings to the protester, the awardee, and a third offeror deemed competitive with the awardee:

Factor	Vencore	ManTech	Offeror 3
Technical	Highly Satisfactory Very Low	Outstanding Very Low	Outstanding Very Low
--Technical Solution	Highly Satisfactory Very Low	Outstanding Very Low	Outstanding Very Low
--Management Approach	Satisfactory Very Low	Outstanding Very Low	Outstanding Very Low
--Transition	Satisfactory Very Low	Outstanding Very Low	Outstanding Very Low
Past Experience / Past Performance	Highly Satisfactory	Highly Satisfactory	Highly Satisfactory
Final Proposed Cost	\$248,488,022.77	\$223,773,135.41	\$(DELETED)
Adjustment	\$0.00	+\$6,506,812.27	\$(DELETED)
Most Probable Cost	\$248,488,022.77	\$230,279,947.68	\$298,953,846.03

Id. at 5.

The agency assigned two significant strengths and seven strengths to Vencore's proposal; the agency assigned ManTech's technical proposal 12 significant strengths and seven strengths. AR, Tab 27, Vencore Technical Evaluation; Tab 57, ManTech Technical Evaluation. The technical evaluation team (TET) found no weaknesses, deficiencies or risks with respect to either proposal. Id.

The source selection authority (SSA) reviewed the evaluations of the technical and cost evaluation teams and concurred with the adjectival ratings, cost realism analyses, and recommended most probable costs for each offeror.³ AR, Tab 31, SSDM, at 3. After performing a best-value tradeoff between the proposals of ManTech and Offeror 3, the SSA awarded the task order to ManTech, concluding that "ManTech was superior to all offerors based not just on ratings but on the benefits ManTech's proposal offered to the government."⁴ Id. This protest followed Vencore's debriefing.⁵

DISCUSSION

Vencore raises two primary challenges to the CBP's award to ManTech.⁶ First, the protester argues that the agency conducted misleading discussions with regard to Vencore's proposed labor rates. Second, Vencore asserts that the CBP's evaluation of ManTech's proposal was unreasonable, on the basis that many of the strengths awarded to ManTech lack support in the record. For the reasons below, we sustain the protest.⁷

³ There was one offeror with a most probable cost slightly below Offeror 3, but its technical and past performance ratings were lower than Vencore's ratings. The other three offerors had probable costs that were higher than those of Offeror 3.

⁴ The SSA's tradeoff analysis considered only ManTech and Offeror 3 because ManTech's proposal had the lowest most probable cost, and Offeror 3's proposal was the only one to be rated as highly as ManTech's for the technical factor. Id.

⁵ As the value of this task order is in excess of \$10 million, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f)(1).

⁶ On April 14, the agency requested dismissal of several of Vencore's protest grounds. Req. for Dismissal, April 14, 2016. We dismissed Vencore's challenge to the CBP's adjustment to the awardee's proposed costs, finding inadequate support for this protest ground. GAO Response to Agency Req. for Dismissal, April 28, 2016, at 1. All of Vencore's other protest grounds were developed by our Office. Id.

⁷ While we have considered all of Vencore's protest grounds, to the extent not discussed herein, we concluded that they provide no basis to sustain the protest.

Misleading Discussions

Vencore alleges that the agency conducted misleading discussions by relying on a flawed independent government cost estimate (IGCE) to convey a concern that Vencore's labor rates were so low that they created significant risk. After discussions were completed, the agency realized that its IGCE was significantly overstated, but did not reopen discussions. Vencore argues that the agency misled the company into raising its labor rates by failing to advise offerors that the discussions information was no longer accurate.⁸ Supp. Protest, May 16, 2016, at 11.

The regulations concerning discussions under FAR part 15, which pertain to negotiated procurements, do not, as a general rule, govern task and delivery order competitions conducted under FAR part 16, such as the procurement for the task order here. See NCI Info. Sys. Inc., B-405589, Nov. 23, 2011, 2011 CPD ¶ 269 at 9. In this regard, FAR § 16.505 does not establish specific requirements for discussions in a task order competition; nonetheless, when exchanges with the agency occur in task order competitions, they must be fair and not misleading. CGI Fed. Inc., B-403570 et al., Nov. 5, 2010, 2011 CPD ¶ 32 at 9. In our decisions discussing an agency's obligations in conducting discussions under FAR part 15, we have held that an agency may not mislead an offeror--through the framing of a discussion question or a response to a question--into responding in a manner that does not address the agency's concerns, or misinform the offeror concerning a problem with its proposal or about the government's requirements. Refinery Assocs. of Texas, Inc., B-410911.2, Mar. 18, 2015, 2015 CPD ¶ 116 at 6.

As set forth in detail below, the agency's estimate of the expected cost of this work, memorialized in an IGCE, has varied widely during the course of this procurement. The agency created its first IGCE in "early 2015."⁹ CBP Email to GAO, June 10, 2016, 4:50 p.m., at 1. On September 8, 2015, the agency substantially revised the IGCE and estimated the value of this task order at \$729,063,627.70.¹⁰ AR, Tab 16,

⁸ Vencore initially claimed that the agency engaged in unequal discussions, but later withdrew this basis of protest. Vencore Comments at 3.

⁹ The agency did not include the amount of the first IGCE in its agency report. However, the record suggests that it was substantially lower than the second IGCE, because after revision "the IGCE value increased significantly." AR, Tab 16, Prenegotiation Memorandum, at 13.

¹⁰ The date the agency prepared the second IGCE is uncertain. Although the second IGCE is dated September 8, 2016, AR, Tab 12, Second IGCE, at 9, the record provides that the document "was created after the . . . meeting with [the cost evaluation team lead and] Office of Chief Counsel on October 2, 2015." AR, Tab 30, CBP Memorandum to File, March 14, 2016, at 3; Tab 16, Prenegotiation

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Prenegotiation Memorandum, at 13; Tab 12, Second IGCE. The agency used this second IGCE in its cost/price analysis of offerors' initial proposals by comparing the labor rates in the second IGCE to offerors' proposed labor rates. AR, Tab 13, Vencore Initial Labor Rate Analysis, Sept. 18, 2016; Tab 51, ManTech Initial Labor Rate Analysis, Sept. 18, 2016; Tab 16, Prenegotiation Memorandum, at 14.

The agency noted concerns about offerors' proposed labor rates in its written discussions. Where Vencore's (or any other offeror's) proposed labor rates were 40 percent or more below the IGCE rate, the cost evaluation team concluded that the "significantly low rates are unrealistic and present a high degree of risk in regards to the recruitment, hiring and retention of the highly skilled and highly experienced workforce necessary to perform" the task order. AR, Tab 20, Vencore Discussion Topics, at 3. Where Vencore's (or any other offeror's) proposed labor rates were between 25 percent and 40 percent below the IGCE, they were evaluated as unrealistic and presenting "moderate risk" with respect to recruitment, hiring and retention. Id. In sum, the agency informed Vencore that [DELETED] of its proposed rates were considered too low, and hence, high risk, and [DELETED] of its proposed rates were considered to be too low and posed moderate risk. AR, Tab 20, Vencore Discussion Topics, at 3-4. Vencore responded to the discussions by increasing most of these proposed rates, and as a result, Vencore's proposed cost rose by almost \$[DELETED] million. Supp. Protest at 6.

After receipt of final proposals, the agency again concluded that its IGCE was flawed. AR, Tab 30, CBP Memorandum to File, at 5. Specifically, on January 22, 2016, the agency lowered its estimate of the cost of this procurement from approximately \$729.1 million to approximately \$295.5 million. AR, Tab 12, Second IGCE, at 7; Tab 28, Third IGCE at 6. In lowering its overall IGCE, the agency substantially reduced the estimated labor rates used to calculate its expected costs. The reduction in these rates is summarized in the following table:

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Memorandum, at 13. While it is unclear how the second IGCE could be created after October 2 but be dated September 8--and used in labor rate analyses that were completed on September 18--there is no dispute in the record that the discussion questions used here were based on the second, and significantly higher, IGCE.

Position	Second IGCE Rates	Third IGCE Rates	% Change
Administrative Specialist-Secret or below-LEVEL III	\$33.88	\$31.78	-6%
Applications Developer-Secret or below-LEVEL III	\$135.71	\$49.39	-64%
Applications Developer-Top Secret-LEVEL III	\$135.71	\$49.39	-64%
Applications Systems Analyst-Secret or below-LEVEL II	\$127.60	\$56.38	-56%
Applications Systems Analyst-Secret or below-LEVEL III	\$138.48	\$62.88	-55%
Applications Systems Analyst-Top Secret-LEVEL III	\$138.48	\$62.88	-55%
Data Architect-Top Secret-LEVEL III	\$100.87	\$56.71	-44%
Database Specialist-Secret or below-LEVEL III	\$121.44	\$57.69	-52%
Enterprise Architect-Secret or below-LEVEL II	\$163.74	\$62.38	-62%
Graphics Specialist-Secret or below-LEVEL III	\$55.29	\$35.12	-36%
Modeling & Simulation Specialist-Top Secret-LEVEL III	\$112.67	\$52.20	-54%
Program Manager-Top Secret-LEVEL III	\$121.80	\$63.42	-48%
Project Manager-Top Secret-LEVEL II	\$106.08	\$46.38	-56%
Project Manager-Top Secret-LEVEL III	\$106.08	\$55.08	-48%
Research Analyst-Top Secret-LEVEL II	\$154.27	\$51.25	-67%
Subject Matter Expert-Secret or below-LEVEL II	\$142.64	\$58.96	-59%
Subject Matter Expert-Secret or below-LEVEL III	\$171.40	\$58.96	-66%
Systems Analyst-Top Secret-LEVEL III	\$114.38	\$55.88	-51%
Systems Engineer-Top Secret-LEVEL III	\$152.29	\$69.02	-55%
Training Developer-Secret or below-LEVEL III	\$73.83	\$55.73	-25%
Average	\$120.33	\$54.57	-55%

AR, Tab 12, Second IGCE, at 6; Tab 28, Third IGCE, Excel Spreadsheet, at 3.

Despite the significant change in its view of the likely cost of this work, the agency did not reopen discussions with offerors after the revision to the IGCE. Instead, the agency used the third IGCE in its evaluation of offerors' final proposals and applied the same evaluation methodology as before, yielding substantially different results. AR, Tab 53, Vencore Final Cost Realism Report, at 12, 16 (finding Vencore's proposed rates realistic); Tab 55, ManTech Final Cost Realism Report, at 11, 16 (with one exception, finding ManTech's proposed rates realistic). However, the record shows that, had the agency used its third IGCE in conducting discussions, only [DELETED] of Vencore's initial direct rates would have been considered moderate risk and the rest would have been considered acceptable.¹¹ Furthermore,

¹¹ For example, Vencore initially proposed a rate of \$[DELETED] for the position of a level 3 program manager with a top secret clearance. That rate was [DELETED] percent below the rate in the flawed IGCE and the agency considered it to present high recruiting and retention risk. In contrast, that same rate was [DELETED] percent above the rate in the final revised IGCE, and was ultimately considered to
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the vast majority of Vencore's initial subcontractor rates would also have been acceptable, with only [DELETED] considered high risk and [DELETED] considered moderate risk. In sum, the content of Vencore's discussions would have been substantially different had the agency used the third IGCE as the basis for its evaluation.¹²

The agency and the intervenor argue that Vencore cannot claim to have been misled by discussions here, because Vencore "was provided the opportunity to substantiate its initial rates," and instead made an independent business judgement to raise its labor rates. ManTech Comments at 7; Supp. MOL at 21. We agree that, in general, an offeror's decision to raise its price is an independent business judgement. See P3I, Inc.; Quantech Services, Inc., B-405563.4 et al., Aug. 6, 2015, 2015 CPD ¶ 333 at 15 (protester's decision to raise its staffing levels constituted an exercise of its independent business judgement). Here, however, although the agency asserts that its discussions "accurately reflect[ed] the agency's concerns," it fails to address the fact that, after the second IGCE was revised, Vencore's discussions no longer reflected the agency's evaluation as to the risk posed by its proposed labor rates. Supp. MOL at 12. Thus, Vencore's business judgment decision rested on the agency's flawed discussions.

The CBP also argues that "[a]gencies are free to change IGCEs after receipt of bids or proposals to take into account offerors' pricing received in response to the solicitation." Supp. MOL at 14, citing Resource Ltd., B-406492, B-406492.2, June 6, 2012, 2012 CPD ¶ 195. In our view, the Resource decision is factually inapposite to the instant protest. In Resource, the agency revised the IGCE prior to conducting discussions, and as a result did not use its flawed IGCE to advise offerors of the strengths and weaknesses of their proposals. The agency also relies on DynCorp Int'l LLC, B-406523.2, B-406523.3, Dec. 16, 2013, 2014 CPD ¶ 7 for the proposition that agencies are allowed to revise the IGCE after discussions. We find DynCorp unpersuasive, not only because of the smaller magnitude of the agency's IGCE revision (-11 percent), but also because we found no prejudice to DynCorp in that case because its proposed price remained low as compared to the revised IGCE, and the error in the initial IGCE did not impact DynCorp's failure to price several CLINs. Id. at 9.

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present no risk. Supp. Protest at 9; AR, Tab 53, Vencore Final Cost Realism Report, at 12.

¹² Here, the magnitude of the change is important; the average estimated labor rate fell by 55 percent, which is substantially greater than the 40 percent difference the agency used to assess rates as high risk. For example, if the second IGCE is used as a benchmark, all but one of the third IGCE labor rates would have been categorized as high risk, i.e., more than 40 percent below the second IGCE.

As a result, we conclude that the agency's discussions misled Vencore about the cost of its proposal by indicating that the agency considered [DELETED] of Vencore's proposed labor rates to be so low as to pose significant risk. We also disagree with the agency's and ManTech's contention that Vencore was not prejudiced by the agency's discussions, because ManTech was given similarly misleading information.

Competitive prejudice is an essential element of any viable protest, and we will sustain a protest only if there is a reasonable possibility that the protester was prejudiced by the agency's action. McDonald-Bradley, B-270126, Feb. 8, 1996, 96-1 CPD ¶ 54 at 3; that is, if it is apparent from the record that, but for the agency's actions, the protester would have had a reasonable possibility of receiving award. See Cogent Sys., Inc., B-295990.4, B-295990.5, Oct. 6, 2005, 2005 CPD ¶ 179, at 10. Our review of the record shows that Vencore has met its burden of proving a reasonable possibility of prejudice.

The CBP and the intervenor argue that, even if the discussions with Vencore were misleading, the protester has not shown prejudice because the agency raised the same concerns with ManTech about its similarly low rates. ManTech Comments at 2, 15 n.7; Supp. MOL at 19-20. Although we acknowledge that Vencore's initial proposed cost was approximately 7.8 percent higher than ManTech's, we cannot know, and will not assume, that the costs of these two offerors would have remained the same relative to each other if they had been provided accurate information about their proposed rates. AR, Tab 9, Vencore Initial Cost Proposal, Cost Template; Tab 47, ManTech Initial Cost Proposal, Cost Template. We also will not assume that ManTech would remain the lower-cost offeror after the agency's probable cost adjustment. In such circumstances, we resolve any doubts regarding prejudice in favor of a protester, as a reasonable possibility of prejudice is a sufficient basis for sustaining a protest. See Raytheon Co., B-409651, B-409651.2, July 9, 2014, 2014 CPD ¶ 207 at 18; Kellogg, Brown & Root Servs., Inc.--Recon., B-309752.8, Dec. 20, 2007, 2008 CPD ¶ 84 at 5.

Technical Evaluation of ManTech's Proposal

Vencore also challenges the agency's assessment that ManTech's proposal offered several strengths. While we found no merit to most of the arguments, we conclude that, in one instance below, the agency lacked support for its conclusion that ManTech's proposal offered a significant strength. However, given the difference between the adjectival ratings assigned to Vencore's and ManTech's technical proposals, and the difference in the number of underlying significant strengths, it appears unlikely that this error alone would have changed the agency's overall technical evaluation.

In reviewing protests of awards in a task order competition, we do not reevaluate proposals, but rather examine the record to determine whether the evaluation and

source selection decision are reasonable and consistent with the solicitation's evaluation criteria and applicable procurement laws and regulations. ACCESS Sys., Inc., B-400623.3, Mar. 4, 2009, 2009 CPD ¶ 56 at 7; Triple Canopy, Inc., B-310566.4, Oct. 30, 2008, 2008 CPD ¶ 207 at 6-7; Abt Assocs., Inc., B-237060.2, Feb. 26, 1990, 90-1 CPD ¶ 223 at 4. A protester's disagreement with the agency's judgment in its determination of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. VT Griffin Servs., Inc., B-299869.2, Nov. 10, 2008, 2008 CPD ¶ 219 at 4. While we will not substitute our judgment for that of the agency, we will question the agency's conclusions where they are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based. Public Commc'ns Servs., Inc., B-400058, B-400058.3, July 18, 2008, 2009 CPD ¶ 154 at 17.

Here, the evaluators were instructed to assess proposals for strengths and weaknesses under each technical subfactor. AR, Tab 8, Technical Evaluation Plan, at 13. The agency defined a strength as "an aspect of the proposal that increases the likelihood of successful task order performance," while a significant strength was defined as "an aspect of the proposal that appreciably increases the likelihood of successful task order performance." Id. at 5. A significant strength was further characterized as a "unique approach or feature that the evaluators believe should result in reduction of risk, improved performance or value, or cost savings to the [g]overnment." Id. The evaluators were to consider not only whether an offeror proposed more than the RFP requirement, but also whether such surplus effort would produce a benefit to the agency. Id. at 30.

Vencore challenges the significant strength awarded to ManTech for proposing an "[DELETED]" as "a [DELETED]." ¹³ Vencore Comments at 17-18 citing AR, Tab 57, ManTech Technical Evaluation, at 6; AR, Tab 48, ManTech Technical Proposal, at II-5. In this regard, Vencore claims that "ManTech's proposal provides no basis for the CBP to assess the quality" of the [DELETED]. Vencore Comments at 17.

Our review of the record, including the cited portion of ManTech's proposal, shows that the proposal does not provide information regarding the experience of the [DELETED]. See AR, Tab 48, ManTech Proposal, at II-4. As a result, we see no basis for the evaluators' conclusion that [DELETED] was outstanding. On this record, we find the agency lacked a reasonable basis in the record for this significant strength. Intercon Assocs., B-298282, B-298282.2, Aug. 10, 2006, 2006 CPD ¶ 121 at 5 (agencies are required to evaluate proposals based solely on the factors identified in the solicitation, and must adequately document the bases for their evaluation conclusions). While we agree with Vencore's argument in this area,

¹³ Elsewhere, ManTech's proposal describes this group as "[DELETED]." AR, Tab 48, ManTech Proposal, at II-25.

as set forth above, we are not prepared to conclude that the removal of a significant strength from the agency's assessment--i.e., that ManTech's proposal contained [DELETED] significant strengths and [DELETED] strengths, AR, Tab 57, ManTech Technical Evaluation--would result in a material change in the agency's rating of outstanding for the proposal.

RECOMMENDATION

As discussed above, we find that the agency's misleading discussions regarding costs resulted in prejudice to Vencore. If the agency continues to view its third IGCE as reasonably reflecting its best estimate of the cost of this work, we recommend that the agency reevaluate proposed costs, reopen discussions, and allow offerors to submit final revised cost proposals, before making a new source selection decision. Should the agency conclude that a proposal other than the one submitted by ManTech represents the best value to the government, we also recommend that the agency terminate the task order awarded to ManTech and make award to the newly-selected offeror, if otherwise proper. We further recommend that Vencore be reimbursed the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester should submit its certified claim for costs, detailing the time expended and cost incurred, directly to the contracting agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f)(1).

The protest is sustained.

Susan A. Poling
General Counsel