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Decision

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Matter of: Texas Waste Company, LLC

File: B-421363.2

Date: November 8, 2023

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DIGEST

Protest alleging that agency made an unreasonable source selection decision based on bias is denied where the record shows that the agency's evaluation was reasonable and consistent with the terms of the solicitation, and the protester failed to provide convincing evidence of bad faith.

DECISION

Texas Waste Company, LLC, a service-disabled veteran-owned small business (SDVOSB) of New Braunfels, Texas, protests the award of a contract to CLC Services, Inc., a SDVOSB of Leming, Texas, under request for quotations (RFQ) No. 36C25722Q1173, issued by the Department of Veterans Affairs (VA) for regulated medical waste removal and disposal services. Texas Waste asserts that the VA's evaluation of past performance was improperly affected by a bias against Texas Waste.

We deny the protest.

BACKGROUND

The agency issued the solicitation on October 5, 2022, under the commercial item procedures of Federal Acquisition Regulation (FAR) part 12 and the simplified acquisition procedures of FAR part 13. Agency Report (AR), Exh. 1, RFQ at 1, 72-73.¹

¹ Citations to the RFQ are to the conformed copy provided at exhibit 1 of the agency report. All page citations to the record are to the Adobe PDF page numbers.

The solicitation, which was set aside for SDVOSBs, sought regulated medical waste removal and disposal services for the South Texas Veterans Health Care System. *Id.* at 127. The RFQ contemplated the award of a fixed-price contract for a 1-year base period and four 1-year option periods. *Id.*

The RFQ provided for evaluation and award using the procedures outlined in FAR section 13.106-2(b)(4)(ii).² *Id.* at 72. Specifically, the solicitation informed vendors that quotations would be evaluated based on price and past performance as follows:

The lowest price[d] offer will be evaluated and if it is in the highest category of past performance, no other review will be completed, and [the contract] will be awarded to the lowest price[d] offer. If it is not in the highest category of past performance, we will evaluate the next lowest offer in the same manner[,] continuing until we have the lowest [priced] offer in the highest past performance category. If no offers are found to be in the highest category of past performance, then the award will be made [to] the lowest price[d] offer in the next to highest category of past performance.

Id.

As relevant here, for past performance, vendors were instructed to “[p]rovide references for up to five contracts within the last three years of similar size and scope,” along with information that includes the “performance period, contract number, agency, point of contact, phone number and email address.” *Id.* The solicitation further informed vendors that past performance would be “evaluated using [the contractor performance assessment reporting system (CPARS)], communicating with the provided references, and or by any other means determined by the government.” *Id.*

The agency received four timely quotations from certified SDVOSBs, including Texas Waste and CLC. Memorandum of Law (MOL) at 3. During the initial evaluation of quotations, the agency determined that CLC submitted the lowest-priced quotation. *Id.* The agency then evaluated CLC’s past performance and assigned it a rating of exceptional, the highest possible rating. *Id.* In accordance with the solicitation’s evaluation criteria, the agency did not evaluate the remaining vendors (including Texas Waste) further and instead made the initial award to CLC. *Id.*

² Section 13.106-2(b)(4)(ii) of the FAR provides as follows:

(4) For acquisitions conducted using a method that permits electronic response to the solicitation, the contracting officer may--

* * * * *

(ii) Where an evaluation is based only on price and past performance, make an award based on whether the lowest priced of the quotations or offers having the highest past performance rating possible represents the best value when compared to any lower priced quotation or offer.

On December 30, 2022, Texas Waste protested the agency's award decision, alleging that the agency miscalculated quotations under the past performance factor. See *Texas Waste Company*, B-421363, Jan. 25, 2023 (unpublished decision) at 1. In response, the agency filed a notice of corrective action resulting in our Office's dismissal of the protest as academic. *Id.* at 1-2.

Following the dismissal of Texas Waste's first protest, the contracting officer, who was also the source selection authority (SSA), conducted a reevaluation of quotations, which included a request for clarifications from Texas Waste regarding its "alternative pricing scheme." MOL at 4; see AR, Exh. 3, Clarification Emails at 54. After reevaluating vendors' prices, the VA found that Texas Waste had submitted the lowest-priced quotation. AR, Exh. 4, Reevaluation Summary at 1. The agency therefore proceeded to assess Texas Waste's past performance. MOL at 4.

In evaluating the protester's past performance, the agency found that Texas Waste's quotation did not provide a list of contract references--with performance period, contract number, agency, point of contact, phone numbers, and email address--as required by the solicitation. MOL at 4; see generally, AR, Exh. 5, Texas Waste Quotation. Instead, Texas Waste included in its quotation copies of five CPARS reports for three contracts that were performed by Gruene Shredding, LLC, a corporate affiliate of Texas Waste under common ownership. AR, Exh. 5, Texas Waste Quotation at 4-18. The agency evaluated the five CPARS reports and found that only one was directly relevant.³ AR, Exh. 7, Texas Waste Past Performance Evaluation at 1-2. For that CPARS report, which covered the incumbent contract for regulated medical waste services, Gruene (the prime contractor) received satisfactory ratings. *Id.* at 1. The remaining four CPARS reports, covering two contracts under which Gruene provided document shredding services, reflected ratings ranging from satisfactory to exceptional. *Id.* In assessing Texas Waste's overall past performance rating, the SSA reasoned that "the less relevant contracts receive significantly less weight than the most relevant contracts." *Id.* at 2. The SSA then concluded that the range of ratings (from satisfactory to exceptional) in the four less relevant CPARS reports was insufficient to raise Texas Waste's overall past performance rating above the satisfactory rating found in the CPARS report for the sole relevant contract. *Id.* Based on this conclusion, the SSA assigned an overall rating of satisfactory to Texas Waste's past performance. *Id.*

Because this satisfactory rating was not the highest possible past performance rating, the SSA assessed the past performance of the next lowest-priced quotation, which was CLC's quotation. AR, Exh. 4, Reevaluation Summary at 1. CLC's quotation included references for five contracts, four of which were for work performed by CLC and one of which was for work performed by Terrabella Environmental Services, Inc., a corporate

³ The agency decided to consider Gruene's performance record in its evaluation of Texas Waste's past performance, reasoning that "[b]oth TWC and Gruene are owned by the same individual." AR, Exh. 7, Texas Waste Past Performance Evaluation at 1.

affiliate of CLC under common ownership. AR, Exh. 8, CLC Past Performance Evaluation at 1; see AR, Exh. 6, CLC Quotation at 55-56.

The SSA determined that two of CLC's five reference contracts were directly relevant, as they were for medical waste removal services, while the remaining three contracts--for solid waste removal, trash removal, and pest control services--were less relevant. *Id.* Of the two relevant contracts, one was for CLC's performance as a subcontractor to Gruene under the incumbent contract and one was for Terrabella's performance as a prime contractor on another contract.⁴ *Id.* Finding no CPARS reports for these contracts, the SSA contacted the provided references to obtain performance record information. *Id.* Based on this, Terrabella's contract received a rating of exceptional, and CLC received a rating of satisfactory on the incumbent contract, which was the same rating Texas Waste's affiliate, Gruene, received as the prime contractor. *Id.* The SSA also contacted references for the three less relevant contracts and noted that each of them rated CLC's performance under each contract as exceptional. *Id.* at 2.

In determining the overall past performance rating for CLC, the SSA again noted that "the less relevant contracts receive[d] significantly less weight than the most relevant contracts." *Id.* Because CLC was rated exceptional for the one directly relevant contract that Terrabella performed as a prime, and received "consistently exceptional ratings in the less relevant contracts," the SSA found it "sufficient to increase the overall rating to Exceptional despite the one satisfactory rating [CLC performed] as a subcontractor in a directly relevant contract." *Id.* Based on this finding, the agency assigned CLC's quotation a rating of exceptional under the past performance factor. *Id.*

Upon completing the reevaluation, the SSA assigned the following final ratings to the quotations of Texas Waste and CLC, the two lowest-priced quotations:

	Texas Waste	CLC
Price	\$1,870,451	\$2,258,543
Past Performance	Satisfactory	Exceptional

AR, Exh. 4, Reevaluation Summary at 1. After concluding that CLC's exceptional past performance was worth the price premium of \$388,092, the SSA again selected CLC for award. *Id.* This protest followed.

DISCUSSION

The protester alleges that the agency's evaluation of past performance was unreasonable, and that this erroneous evaluation was caused by the contracting

⁴ The agency decided to consider Terrabella's performance record in its evaluation of CLC's past performance, reasoning that the same individual "is President of both CLC Services and Terrabella Environmental Services." AR, Exh. 8, CLC Past Performance Evaluation at 1.

officer's bias against Texas Waste.⁵ Protest at 5-7; Comments at 3-9. The protester contends that, absent the contracting officer's biased evaluation, Texas Waste would have received the highest past performance rating and had a substantial chance of award. *Id.* The agency responds that its evaluation of quotations was reasonable and consistent with the solicitation's evaluation criteria. MOL at 8-13. Based on our review of the record and as explained below, we conclude that none of the protester's arguments provide a basis on which to sustain the protest.

Evaluation of Past Performance

Texas Waste argues that the agency's past performance evaluation was unreasonable and reflected the contracting officer's personal bias against the owner of Texas Waste arising from prior disagreements with the protester in connection with the incumbent contract. Protest at 6-7; Comments at 5-8. In this regard, the protester asserts that Gruene provided "exemplary and diligent service" to the VA under the predecessor contract and that the agency had no basis to find Gruene's (and therefore Texas Waste's) past performance as "anything other than excellent."⁶ Protest at 7. The protester also contends that, considering CLC's failure to perform under the incumbent contract as a subcontractor to Gruene, the VA had no basis to find CLC's past performance record to be superior to that of Texas Waste. *Id.* at 6.

When a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria, and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *D&G Support Services, LLC*, B-419245, B-419245.3, Jan. 6, 2021, 2021 CPD ¶ 15 at 8. An agency's evaluation of past performance, including its consideration of the relevance, scope, and significance of a vendor's performance history, is a matter of discretion, which we will not disturb unless the agency's assessments are unreasonable or inconsistent with the solicitation criteria. See *Sterling Medical Associates, Inc.*, B-418674, B-418674.2, July 23, 2020, 2020 CPD ¶ 255 at 8. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. *FN Mfg., LLC*, B-402059.4, B-402059.5, Mar. 22, 2010, 2010 CPD ¶ 104 at 7.

Here, the solicitation instructed vendors to provide past performance "references for up to five contracts within the last three years of similar size and scope," and to include, for each reference, the "performance period, contract number, agency, point of contact, phone number and email address." RFQ at 72. The solicitation also informed vendors

⁵ As noted above, the contracting officer for the incumbent contract also served as the SSA for this procurement.

⁶ Although the parties refer to Gruene and Texas Waste interchangeably, *i.e.*, referring to the protester as the incumbent contractor, the record shows that the incumbent contract was performed by Gruene, not Texas Waste. We note that the protester has not challenged the agency's consideration of the past performance of affiliated entities.

that past performance would be “evaluated using CPARS, communicating with the provided references, and or by any other means determined by the government.” *Id.*

The protester first contends that the agency unreasonably failed to assess the highest rating for Texas Waste’s performance under the incumbent contract. Protest at 6-7. In support of this contention, the protester asserts that its performance on the incumbent contract was “exemplary” and “admirabl[e], frequently going above and beyond to ensure that the VA was well served.” *Id.* at 2. Other than these unsupported statements, however, the protester provides no evidence to support its characterization of the performance it provided under the incumbent contract.

The record also shows that the CPARS report for the incumbent contract, which Texas Waste submitted with its quotation, only reflected a rating of satisfactory.⁷ See AR, Exh. 5, Texas Waste Quotation at 13-15. After determining that the incumbent contract was Texas Waste’s only directly relevant performance record--a determination that the protester does not dispute--the agency assessed an overall past performance rating of satisfactory.⁸ AR, Exh. 7, Texas Waste Past Performance Evaluation at 1-2. We find this evaluation to be both reasonable and consistent with the solicitation.

The protester also alleges that the agency treated Texas Waste’s and CLC’s quotations unequally in considering their respective performances under the incumbent contract. In this regard, the protester argues that the agency gave undue weight to negative aspects of Texas Waste’s performance on the incumbent contract, while minimizing the negative aspects of CLC’s performance on that same contract. Comments at 5-6. The agency counters that it treated the vendors equally by even-handedly assessing the past performance information provided in each vendor’s quotation. MOL at 8-13.

⁷ The protester maintains that the biased contracting officer unreasonably assessed Texas Waste’s performance in the CPARS report for the incumbent contract. Protest at 5-6. To the extent Texas Waste challenges the contents or findings of the CPAR, this raises a matter of contract administration, which we do not review. Bid Protest Regulations, 4 C.F.R. § 21.5(a); *ProActive Techs., Inc.; CymSTAR Servs., LLC*, B-412957.5 et. al., Aug. 23, 2016, 2016 CPD ¶ 244 at 11 n.6. We note, at any rate, that the CPARS report at issue shows that Texas Waste “concur[red] with [the] evaluation” (with an added comment of “Thank you!”) on the same date that the contracting officer completed the assessment. AR, Exh. 5, Texas Waste Quotation at 15.

⁸ As discussed above, the VA found that four of the five CPARS reports submitted by Texas Waste (which covered document shredding contracts performed by Gruene, and reflected a range of ratings from satisfactory to exceptional) were less relevant to the requirements. AR, Exh. 7, Texas Waste Past Performance Evaluation at 1-2. Because “the less relevant contracts receive significantly less weight than the most relevant contracts,” the agency concluded that the ratings in the four less-relevant CPARS reports were insufficient to raise Texas Waste’s overall past performance rating above the satisfactory rating found in the CPARS report for the sole relevant contract. *Id.* at 2.

We find that the record reflects that the VA equally considered both vendors' performances on the incumbent contract. First, as the agency notes, the VA assigned the same satisfactory ratings for both vendors' incumbent performance. *Compare* AR, Exh. 7, Texas Waste Past Performance Evaluation at 1, *with* AR, Exh. 8, CLC Past Performance Evaluation at 1. Moreover, the record shows that the difference between the overall past performance ratings of the two vendors was not based on different weights accorded to their respective performance under the incumbent contract. Rather, the agency assigned Texas Waste an overall past performance rating of satisfactory because the *only relevant* performance record that the protester submitted was the satisfactory-rated CPARS report for Gruene's performance on the incumbent contract. On the other hand, the rating assigned to CLC's past performance was based on two relevant contract references, one of which was rated exceptional.⁹ These past performance references led to CLC receiving an overall exceptional rating despite the satisfactory rating it received under the incumbent contract. On this record, we find no support for the protester's allegation that the agency treated the vendors disparately in evaluating their respective performances under the incumbent contract.

We also find no support in the record for the protester's assertion that the agency unfairly penalized only Texas Waste for a contractor discrepancy report (CDR) on the incumbent contract without assigning CLC its "deserved share of responsibility for this incident." Comments at 5. While the CDR was only mentioned in Texas Waste's past performance evaluation (as it was on file for Gruene as the prime contractor), the agency expressly noted that "the reported CDR was an isolated incident in which Gruene and the sub-contractor CLC Services share responsibility" and found that it constituted "insufficient evidence to justify changing the satisfactory rating in CPARS." AR, Exh. 7, Texas Waste Past Performance Evaluation at 2. Moreover, as noted above, the agency recorded the same ratings of satisfactory to both Texas Waste and CLC for their performance on the incumbent contract. *See id.* at 1; *see also*, AR, Exh. 8, CLC Past Performance Evaluation at 1. On this record, we find the agency's consideration of the CDR to be even-handed and reasonable.¹⁰

⁹ In addition, CLC had three less relevant contract references that were consistently rated as exceptional, while Texas Waste had four less relevant CPARS reports that received a mix of satisfactory to exceptional ratings.

¹⁰ In addition, the agency ultimately found that the CDR was an "isolated incident" for which both the prime and subcontractor shared responsibility and concluded that it presented "insufficient evidence to justify changing" the CPARS rating for Texas Waste's performance under the incumbent contract. AR, Exh. 7, Texas Waste Past Performance Evaluation at 2. Thus, the record fails to clearly establish that the agency's consideration of the CDR had a material impact on the past performance evaluation or competitively prejudiced the protester's chance of receiving the award. *See Sterling Medical Associates, Inc., supra* at 9 ("Competitive prejudice is an essential element of every viable protest; 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, even if deficiencies in the procurement are found.").

In sum, we find the agency's past performance evaluation to be both well-reasoned and thoroughly documented. Accordingly, we find no reason to question the agency's evaluation judgments as to the relevance and quality of both vendors' past performance. See *D&G Support Services, LLC, supra* at 9 (an agency's evaluation of past performance is, by its nature, subjective, and that evaluation, including the agency's assessments of relevance, scope, and significance, are matters of discretion that we will not disturb absent a clear demonstration that the assessments are unreasonable or inconsistent with the solicitation criteria); see also *FN Mfg., LLC, supra* (a protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable).

Bias

Underpinning the protester's challenges to the agency's evaluation is the contention that the SSA, who was also the contracting officer on the incumbent contract, was biased against the protester. Protest at 5-6; Comments at 3-9. In this regard, the protester alleges that the contracting officer holds a personal grudge against Texas Waste because he was removed from the incumbent contract when Texas Waste escalated a complaint about his handling of a request for equitable adjustment. *Id.* The protester argues that the agency's evaluation and award decision in this procurement were tainted by the contracting officer's bias against the protester. *Id.* at 5-6; Comments at 3-9. The protester offers, as evidence of its assertion of bias, a chain of emails from a second agency official. Protest at 5, *citing* Protest exh. G, Agency Emails.

Our decisions have consistently explained that government officials are presumed to act in good faith, and a protester's contention that procurement officials were motivated by bias or bad faith must be supported by convincing proof. *INTELiTEAMS, Inc.*, B-418123.4, Dec. 9, 2020, 2020 CPD ¶ 397 at 5; *Cyberdata Techs., Inc.*, B-417084, Feb. 6, 2019, 2019 CPD ¶ 34 at 6. We will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. *INTELiTEAMS, Inc., supra*; *AeroSage, LLC*, B-417289.2, May 14, 2019, 2019 CPD ¶ 180 at 2 n.2. Where a protester alleges bias, it must not only provide credible evidence clearly demonstrating bias against the protester or in favor of the awardee, but must also show that this bias translated into action that unfairly affected the protester's competitive position. *Sterling Medical Associates, Inc.*, B-418674, B-418674.2, July 23, 2020, 2020 CPD ¶ 255 at 12; see *Graybar*, B-411229.2, June 22, 2015, 2015 CPD ¶ 188 at 5. Here, the protester has not made such a showing.

First, we find that the protester has not provided credible evidence to support its contention that the contracting officer was motivated by a "[p]ersonal [g]rievance" against the protester. See Protest at 4. In this regard, the protester's primary contention is that "this is a case where an ousted contracting officer is seeking petty vengeance on the contractor that caused him to be removed from his position and who repeatedly went over his head to correct the contacting officer's mistakes." *Id.*

However, the only support the protester offers for this contention is the fact that another contracting officer, a branch chief, took over the resolution of Texas Waste's request for an equitable adjustment and was listed as the contracting officer in the contract modification effectuating the equitable adjustment. Protest at 3, *citing* Protest exh. D, Email from Branch Chief to Protester at 164; *see also*, Protest exh. E, Contract Modification at 167.

The agency, however, disputes the protester's assertion, and states that the official in question was never removed as the contracting officer of record for the incumbent contract. MOL at 17. The agency contends instead that the branch chief, as the contracting officer's supervisor, handled Texas Waste's equitable adjustment as a matter of workload management. *Id.* In support of its position, the agency produced emails from the same branch chief to the contracting officer, directing the contracting officer to complete several overdue CPARS reports for contracts assigned to the contracting officer, including the incumbent contract. *Id.* at 17-19; *see* AR, Exh. 14, Email from Branch Chief to Contracting Officer at 1-4. The record also shows that other agency officials repeatedly informed the protester, in communications with the protester in this procurement, that the agency official had never been removed as the contracting officer for the incumbent contract.¹¹ MOL at 17; *see* AR, Exh. 3, Clarification Emails with Texas Waste at 34, 47. On this record, we find no basis for the protester's contention that the contracting officer was removed from the incumbent contract because of the protester's actions, and thus held a personal bias against the protester.

We also find the protester's other "evidence" of the contracting officer's bias to be similarly speculative and insufficient. In this regard, the protester submits as evidence of bias a chain of emails that include the following remark made by another agency official to the contracting officer:

[Owner of Texas Waste] keeps telling me "if we win the contract these are the changes" and im [sic] like ok
LOL

Protest at 5, *quoting* Protest Exh. G, Agency Emails at 179. Based solely on this statement, the protester alleges that the agency had already decided not to award the contract to the protester before the contracting officer completed his evaluations. *Id.* This statement, however, was not made by the contracting officer himself, but rather by

¹¹ The protester also questions the motivation behind the contracting officer's completion of the CPARS report for the incumbent contract after being removed from the contract, arguing that the timing of the completion is "[h]ighly [s]uspicious." Protest at 5-6. The record, however, shows that the incumbent contract remained on the list of contracts for which the agency official was the contracting officer of record, and that the CPARS report was completed on December 2, 2022, after the official's supervisor reminded him to complete the prior year's CPARS reports that remained open. MOL at 17-19; AR, Exh. 14, Email from Branch Chief to Contracting Officer at 1-4. Again, we find that the record does not support the protester's inference of bias.

an administrative officer serving as the contracting officer's representative (COR). See Protest exh. G, Agency Emails at 179.

The agency argues that these emails do not provide a basis for the protester's allegation of bias on the part of the contracting officer. MOL at 14-15. On the contrary, the emails show that the contracting officer did not respond in kind to the COR's comments, and instead addressed matters relating to the agency's requirements for the procurement and the completion of the evaluation. *Id.*; see Protest exh. G, Agency Emails at 174-178. The agency also avers that, because the solicitation's evaluation scheme only included price and past performance factors, the COR "was not an evaluator in any capacity during [the] re-evaluation" and "did not contribute in any capacity" to the contracting officer's reevaluation and award decision. Contracting Officer's Statement at 2.

In response, the protester reverses its position and argues that the contracting officer erred in not seeking input from the COR--the same COR who made the very remark that the protester presented as evidence of the agency's bias against the protester--during the past performance evaluation. Comments at 8. In this regard, the protester asserts that the COR was in the position to provide input with respect to CLC's negative performance under the incumbent contract and that the contracting officer improperly failed to seek her input. *Id.* Ostensibly in support of its assertion, the protester submits two screenshots of undated text messages purporting to be from the COR. In one, the sender of the text message states that "CLC is gonna be banned lol they created a mess" and that they "never had good services . . . [w]ith them." Protest exh. I, Text Message at 186. In the other, to an unknown sender's statement that "[t]he contracting chief is going to have a new [contracting officer] take over," the COR responds that the contracting officer "was on my nerve." Comments exh. A, Text Message at 2.

We find that none of the evidence presented by the protester, including these text messages, provide a credible basis for the protester's challenge to the agency's past performance evaluation. The solicitation informed vendors that past performance would be "evaluated using CPARS, communicating with the provided references, and or by any other means determined by the government." RFQ at 72. Nothing in the solicitation required the agency to seek input from the COR in its evaluation of vendors' past performance. As discussed above, the record shows that the agency, consistent with the solicitation, evaluated the protester's past performance using the CPARS reports that the protester provided in its quotation, and evaluated CLC's past performance by communicating with the references provided in CLC's quotation. *Compare* AR, Exh. 7, Texas Waste Past Performance Evaluation at 1-2, *with*, AR, Exh. 8, CLC Past Performance Evaluation at 1-2. On this record, we conclude that the agency's past performance evaluation was conducted consistently with the solicitation and that the record does not support the protester's assertion of bad faith.

In sum, we find no support for the protester's contention that impermissible bias influenced the contracting officer's evaluation of quotations. Indeed, we find that the protester's allegations of bias lack the requisite credible evidence, clearly demonstrating

bias against the protester, that our Office requires. Moreover, the record reflects that the agency conducted a reasonable and even-handed assessment of the vendors' performance in conformance with the solicitation, with no showing that bias unfavorably affected the evaluation or the protester's competitive position. *See Sterling Medical Associates, Inc., supra* at 12. Accordingly, we find no basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel