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Decision

Matter of: Guidehouse Digital, LLC

File: B-423833; B-423833.2

Date: January 5, 2026

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Sylvia Yi, Esq., and Adam R. Briscoe, Esq., Bass Berry & Sims, PLC, for International Business Machines Corporation, the intervenor.

Jessica Easton, Esq., Richard Postma, Esq., Dana-Marie Akpan, Esq., and Clarine Allen, Esq., Department of Homeland Security, for the agency.

Michael Willems, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the protester's exclusion from the competition because its staffing plan was assigned a rating of no confidence is denied where the agency's evaluation was reasonable and consistent with applicable procurement law and regulations.

DECISION

Guidehouse Digital, LLC, of McLean, Virginia, protests the issuance of a task order to International Business Machines Corporation (IBM), of Armonk, New York, by the Department of Homeland Security, U.S. Citizenship and Immigration Services under request for proposals (RFP) No. 70SBUR24F00000012 seeking information technology architecture and engineering services. The protester alleges that the agency unreasonably rejected its proposal based on an erroneous evaluation of the protester's proposed staffing plan.

We deny the protest.

BACKGROUND

The RFP was issued on August 22, 2024, and contemplated a single task order award with both time-and-materials and fixed-price contract line items. Agency Report (AR), Tab 6, Conformed RFP at 1, 148. The RFP provided that award would be based on a best-value tradeoff between five evaluation factors, which are listed in descending order

of importance: (1) corporate experience; (2) technical capability/approach; (3) staffing; (4) small business participation; and (5) price. *Id.* at 161-163. Each non-price factor would receive one of four ratings: (1) high confidence; (2) some confidence; (3) low confidence; or (4) no confidence. *Id.* at 163. The solicitation provided that if an offeror received a no confidence rating for any factor the offeror would be ineligible for award. *Id.*

The RFP contemplated a two-phased evaluation. RFP at 150. Specifically, in phase 1, the RFP required offerors to submit a proposal addressing corporate experience, which was the most important evaluation factor, as well as compliance topics not at issue in this protest. *Id.* at 151. The agency would then evaluate each offeror's phase 1 proposal and issue an advisory "down-select" notice indicating whether the offeror was likely to be successful in phase 2. *Id.* at 156. During phase 2 offerors would submit written proposals and conduct an oral presentation addressing the other evaluation factors. *Id.*

Relevant to this protest, the solicitation included a staffing matrix to "show staffing requirements per task area based on the Government's knowledge of the requirements." RFP at 158. The solicitation further explained that, during phase 2, offerors "may propose changes to these [staffing requirements]; however, any changes shall be highlighted, and the proposal must include an explanation for each proposed change, along with a description of any benefit the Government will receive as a result of each change." *Id.* The RFP then clarified that the agency would evaluate any proposed alternative for "how appropriate it is for the requirement." *Id.*

Six firms submitted timely proposals in response to phase 1, of which four were invited to participate in phase 2. Memorandum of Law (MOL) at 2. All four firms that were invited to participate submitted phase 2 proposals, including the protester and intervenor. *Id.* Relevant here, three offerors, including the protester submitted proposed alternative staffing plans, while the awardee did not propose an alternative staffing plan. AR, Tab 16, Source Selection Decision (SSD) at 21. For a variety of reasons, the agency evaluators concluded that the protester's proposed alternative staffing plan did not meet the solicitation's minimum requirements and assigned a rating of "no confidence" for the protester's staffing plan, which rendered the protester ineligible for award. *Id.* On August 8, 2025, the agency made award to IBM in the amount of \$162,008,687, and this protest followed.¹ MOL at 2.

¹ The task order, which was issued under the General Services Administration's Alliant 2 governmentwide acquisition contract, is valued at \$162,008,687, and, accordingly, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B).

DISCUSSION

The protester principally alleges that the agency erred in the evaluation of its staffing plan.² Protest at 8-15. Specifically, the protester challenges the reasonableness of both the agency's evaluation of its alternative staffing plan, and its employee training process. *Id.* As a result, the protester contends that its staffing plan should not have received a rating of no confidence. *Id.* We address these arguments below.

Procedural Matter

As preliminary matter, during the development of this protest we resolved a document dispute between the parties about an inadvertently produced document. Specifically, the agency initially indicated that it intended to provide only a redacted version of the SSD as part of its report. Agency 5-Day Letter at 4-5. However, when the agency produced the agency report at 3:27 p.m. on September 17, the report included both a redacted version and an unredacted version of the SSD. Relevant here, the agency report also included a revised table of contents which added the new unredacted SSD to the listing of produced documents as tab 16. See Tab 16 and AR Initial Table of Contents. Shortly after filing the report, the agency represented that its filing contained an error and requested that our Office rescind the filing in our Electronic Protest Docketing Systems (EPDS or Dkt.) so that the agency could resubmit a corrected agency report. While the agency's communication was not clear about the nature of the alleged error, our Office rescinded the document as an administrative courtesy at

² The protester raises other collateral arguments not addressed in this decision. We have considered all of those arguments and conclude that they provide no basis to sustain the protest. For example, the protester alleges that the agency erred in several respects in the evaluation of the protester's corporate experience. Protest at 15-18. However, because we conclude below that the agency reasonably assigned a rating of no confidence to the protester's staffing plan, we need not reach these arguments because the protester cannot establish that any alleged error with respect to the evaluation of its corporate experience resulted in competitive prejudice.

Competitive prejudice is an essential element of every viable protest, and we will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency's actions; that is, unless the protester demonstrates that, but for the agency's actions, it would have had a substantial chance of receiving the award. See, e.g., *CSI Aviation, Inc.*, B-415631 *et al.*, Feb. 7, 2018, 2018 CPD ¶ 68 at 7; *Armorworks Enters., LLC*, B-400394.3, Mar. 31, 2009, 2009 CPD ¶ 79 at 3. In this case, the solicitation provided that an offeror that received a rating of no confidence for any non-price factor would be ineligible for award. RFP at 163. Because we conclude below that the agency reasonably assigned a rating of no confidence to the protester's staffing plan, the protester was ineligible for award. Accordingly, the protester's corporate experience rating and any alleged errors concerning that rating are effectively irrelevant to the award decision.

approximately 4:46 p.m. and issued a notice to all parties in EPDS. See Dkt. No. 16. The agency then filed a revised agency report omitting the unredacted SSD at 4:57 p.m. See Dkt. No. 17.

Subsequently, protester's counsel objected to the scope of the agency report and argued that the unredacted SSD had materials relevant to its protest that were omitted from the redacted version. Protester's Objection to the AR at 2-3. The protester accordingly asked our Office to direct the agency to re-produce the unredacted SSD and indicated that the protester intended to file a supplemental protest on the basis of the information the protester learned from that document. *Id.*

The agency objected strenuously to protester's counsel's request, arguing that the unredacted SSD was not in fact relevant, and, additionally, accused protester's counsel of professional misconduct for his use of the inadvertently produced document. Agency Response to Protester's Objection at 3-9. Specifically, the agency alleged that protester's counsel is barred in Washington, D.C., and the Washington, D.C. Bar's Rule of Professional Ethics 4.4 requires in relevant part that:

(b) A lawyer who receives a writing relating to the representation of a client and knows, before examining the writing, that it has been inadvertently sent, shall not examine the writing, but shall notify the sending party and abide by the instructions of the sending party regarding the return or destruction of the writing.

(c) A lawyer who begins to examine a writing relating to the representation of a client and only then realizes that the writing relates to the representation of a client and has been inadvertently sent to the lawyer shall stop examining the writing, shall notify the sending party, and shall abide by the instructions of the sending party regarding the return or destruction of the writing.

Agency Response to Protester's Document Objection at 5 (*citing* D.C. Bar Rule of Professional Conduct 4.4) (emphasis omitted).

The agency argues that, while the agency did not expressly request that all parties destroy the inadvertently produced documents, the documents were obviously unintentionally produced, and protester's counsel's use of the documents was not consistent with the requirements of the applicable rules of professional conduct. The agency urged us to take action to preserve the integrity of our forum by refusing to permit the protester to file a supplemental protest on that basis. *Id.* (*citing* *BBGSRO Constr. S.R.L.*, B-423091; B-423091.2, Jan. 21, 2025, 2025 CPD ¶ 40, in which we dismissed supplemental protest grounds based on use of information extracted from documents that were inadvertently not fully redacted).

In response, protester's counsel explained that the initial agency report was uploaded at 3:28 p.m., and that he downloaded the documents furnished at 3:35 p.m. and shared

them with his co-counsel on the protest. Protester's Response to Allegations of Misconduct at 1-2. He then immediately began reviewing the documents, beginning with the SSD, consistent with his usual practice. *Id.* By searching the text for his client's name, he quickly discovered information he believed to form the basis of a supplemental protest ground. *Id.* Protester's counsel represented that he completed his initial review of the agency report at 4:30 p.m. and left the office for the day due to a personal commitment. *Id.* Protester's counsel represents that at no time prior to the 4:46 p.m. EPDS notice confirming that the agency report had been rescinded did he have any reason to believe that tab 16 had been inadvertently produced. *Id.*

In this regard, protester's counsel noted that the Washington, D.C. Bar includes formal Comments on its rules, and Comment 3 to Rule 4.4 specifically contemplates the current situation, noting that a lawyer that reviews inadvertently produced materials in good faith before the lawyer knows that they were inadvertently sent may retain and use those materials. *Id.* Accordingly, protester's counsel contends that, because he reviewed tab 16 at a time when he had a good faith belief that it was intentionally produced, his actions were appropriate and did not undermine the integrity of our forum. *Id.*

Preliminarily, while we cannot and do not seek to resolve questions of professional ethics or misconduct, as such matters are entrusted to appropriate state Bars or other licensing authorities, we may consider whether parties have engaged in abusive litigation practices in assessing whether we need to take action to preserve the integrity of our forum. See, e.g., *BBGSRO Constr. S.R.L.*, *supra* at 6-8. In this case, we conclude that protester's counsel did not engage in abusive litigation practices that undermined the integrity of our forum.

Here, while the initial 5-day letter indicated that the agency intended to provide only a redacted version of the SSD, agencies can, and regularly do, change their minds concerning the scope of document production. Unlike the facts in our decision in *BBGSRO Constr. S.R.L.*, *supra*, here there was no indication in tab 16 itself that the production was inadvertent. Significantly, the initial agency report did not merely include tab 16 as an unexplained extraneous exhibit; rather, the agency also filed a revised table of contents listing tab 16 as an additional document. See Tab 16 and Initial AR Table of Contents at 1. That is, not only was there no intrinsic evidence in tab 16 suggesting it was inadvertently produced, there was also extrinsic evidence that appeared to confirm that tab 16 was, in fact, added deliberately.

Protester's counsel has credibly represented that he read the document prior to the time that we rescinded the initially filed agency report, and that he had a contemporaneous good faith belief that tab 16 was intentionally produced when he read the document. Protester's Response to Allegations of Misconduct at 1-2. That belief is reasonable based on the facts before us, and so we do not conclude that protester's counsel acted in a way that undermines the integrity of our forum.

However, the agency separately argued that tab 16 should be excluded from the record because it was not relevant to the protest grounds fairly before us. In the context discussed above, we reject that argument. The fact, revealed by the unredacted SSD, that the agency rejected all offerors who proposed alternative staffing plans was relevant to the protester's argument that the agency erred in evaluating the protester's alternative staffing plan. Moreover, even if tab 16 was not relevant, the agency had, in effect, already produced tab 16, and so tab 16 was already in the record regardless of its relevance.³ Accordingly, we declined to exclude tab 16 and permitted the protester to file a supplemental protest amplifying its original arguments on the basis of the information included in tab 16.

Staffing Plan

Turning to the merits of the protest, the protester challenges the agency's evaluation of the protester's staffing plan in several respects. Protest at 8-15. First, the protester contends that the agency unreasonably evaluated the protester's alternative staffing mix, effectively misreading the protester's proposal and relying on unstated evaluation criteria. *Id.* Second, the protester claims the agency effectively treated the staffing matrix in the solicitation as a minimum requirement, unreasonably excluding all offerors that proposed alternative staffing plans from the competition and making award to the only offeror that did not propose an alternative staffing plan, IBM.⁴ Comments and Supp. Protest at 4-10.

³ We note here that the agency's argument for seeking to "claw-back" the document was on the basis of relevance, as opposed to an alternative basis such as inadvertent disclosure of classified information or a claim that the information was subject to attorney-client or attorney-work product privilege. Our decision here does not address such potential alternative bases.

⁴ Additionally, the protester argues that the agency erred by concluding that the protester lacked a formal, ongoing learning process. Protest at 9. In response, the agency explains that, while it viewed the protester's lack of a formal ongoing learning process as a flaw in its proposal and the agency does not concede that its finding was in error, the contracting officer contends that the faults identified in the protester's alternative staffing plan alone would have resulted in a finding of no confidence, and so the protester cannot demonstrate competitive prejudice concerning the agency's findings concerning the protester's ongoing learning process. Contracting Officer's Statement at 3. The agency's argument is persuasive and consistent with the contemporaneous record.

For example, the evaluators devoted two sentences to the protester's lack of formal ongoing learning process, while spending two pages discussing their concerns with the protester's alternative staffing plan. AR, Tab 12.3, TET Report at 18-20. More significantly, the evaluators specifically explained that it was the "significant changes in [the protester's] alternate staffing matrix" that caused the agency to assign a rating of no confidence. *Id.* at 18. This emphasis is carried through to the SSD, which explains that
(continued...)

In response, the agency argues that the protester's staffing plan received a rating of no confidence not because it deviated from the solicitation's provided matrix, but rather because the protester's alternative staffing plan did not meet the minimum requirements of the solicitation, made unsupported assumptions, and otherwise presented unacceptable risk to the agency. MOL at 3-9. Specifically, the agency notes that the solicitation required offerors proposing an alternative staffing plan to include an explanation for each proposed change, along with a description of any benefit the government will receive as a result of each change. *Id.* at 9. While the agency acknowledges that the protester's proposal included brief explanations of each change, the proposal included no description of any benefits that might accrue to the government due to these changes. *Id.* Additionally, the agency argues that the protester's proposed staffing reductions were based on flawed assumptions about the agency's cloud migration timelines and resulted in the elimination or severe reduction of several functions that the agency viewed as critical to the performance of the effort. *Id.* at 3-8.

In response, the protester contends that the benefit to the government of its alternative staffing plan was self-evident: lower staffing would result in cost savings to the government, as demonstrated by the protester's lower evaluated price. Comments and Supp. Protest at 8. The protester also disputes the agency's finding that its staffing changes would result in the elimination of any functions and argues that the agency's conclusions that the protester's cloud migration assumptions were unsupported were impermissibly grounded in an agency 5-year information technology strategic plan that was not referenced by the solicitation. *Id.* at 4-8. Finally, the protester reiterates that all offerors that proposed an alternative staffing plan were found unacceptable, suggesting that the agency either erred in its evaluation or that those terms of the solicitation did not accurately reflect the agency's needs. *Id.* at 9-10.

When reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. Rather, we will review the record to determine whether the agency's evaluation was reasonable and

(...continued)

Guidehouse was excluded from the competition because of its alternative staffing plan and made no reference to the ongoing learning process finding. AR, Tab 16, SSD at 21. That is, the contemporaneous record suggests that the learning process finding was either not adopted by the source selection authority or, at minimum, not meaningful to the finding of no confidence. Accordingly, we conclude that, even if the protester were correct that the agency was in error with respect to this aspect of the evaluation, the protester could not establish competitive prejudice on this basis. See *Armorworks Enters., LLC*, *supra* (explaining that competitive prejudice is an essential element of every viable protest).

consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. Where a protester challenges the evaluation as unfairly utilizing unstated evaluation criteria, our Office will assess whether the solicitation reasonably informs vendors of the basis for the evaluation. *Raytheon Co.*, B-403110.3, Apr. 26, 2011, 2011 CPD ¶ 96 at 5. A protester's disagreement, without more, does not form the basis for us to conclude that an evaluation was unreasonable. See *DynCorp International, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 7-8.

In this case, we cannot conclude that the agency erred in evaluating the protester's proposal. First, we note that the protester's proposal simply did not explain any benefit the agency would receive from any part of its proposed alternative staffing plan. While the protester argues that the benefits should have been clear,⁵ it is an offeror's responsibility to submit a well-written proposal that allows a meaningful review by the procuring agency, and where an offeror fails to do so, it runs the risk that a procuring

⁵ In the alternative, the protester argues that the agency's position is a post-protest explanation that is not consistent with the contemporaneous evaluation record, and accordingly we should disregard it. Comments and Supp. Protest at 8. For example, the protester notes that the evaluation record does not in any way discuss the protester's alleged failure to discuss the benefits to the agency. *Id.*

While we generally give little or no weight to reevaluations and judgments prepared in the heat of the adversarial process, *Boeing Sikorsky Aircraft Support*, B-277263.2, B-277263.3, Sept. 29, 1997, 97-2 CPD ¶ 91 at 15, post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 12.

Here, the agency contemporaneously concluded that the protester's proposed staffing changes involved reductions in some task areas and increases in other task areas and discussed the protester's provided rationale for those changes, concluding that the changes involved inaccurate assumptions, and subsequently noted that "[t]here is no further analysis, assumptions or explanations to support proposed changes in the staffing matrix." AR, Tab 12.3, Technical Evaluation Team (TET) Report at 19. The agency then went on to conclude that the staffing plan "does not support the routine workload anticipated based on the [g]overnment's knowledge of this contract." *Id.* at 20. That is, the contemporaneous record evidences that the agency reviewed the protester's proposed justifications for the proposed staffing plan changes and found that they did not adequately explain the proposed changes as required by the solicitation. The fact that the agency did not specifically use the term "benefit" in reaching that conclusion is immaterial, and we view the agency's argument as a consistent post-protest explanation of the evaluation record.

agency will evaluate its proposal unfavorably. *Lovelace Scientific and Tech. Servs.*, B-412345, Jan. 19, 2016, 2016 CPD ¶ 23 at 10.

Here, the protester proposed several staffing changes that the evaluators concluded were significant changes, and the protester's proposal failed to provide a clear explanation of what benefits the agency might receive as a result of those changes. Moreover, even assuming the protester's argument that the benefits should be self-evident--the resulting cost-savings--the protester's proposed alternative staffing plan included both staffing decreases and increases. It is entirely unclear how staffing increases self-evidently lead to cost-savings. In any case, this failure to address the clearly stated material terms of the solicitation, alone, would be sufficient to support the reasonableness of the agency's finding of no confidence.

Turning to the protester's other challenges to its evaluation, we likewise conclude that they are without merit. Relevant here, the agency evaluators found that:

Guidehouse proposed changes to one of the Alliant 2 Labor Categories and replaces [DELETED] full time positions with other Labor Categories during the course of the five years of performance. While there are no significant changes to the overall level of effort, assumptions made in in the Offeror's Staffing Matrix [propose] reductions in some task areas and increases in other task areas. Specifically, in the explanation for the option years, the Offeror assumes [the agency] will be moving to a fully cloud-based infrastructure by year 5, to support its proposed elimination of [DELETED], which is not in the agency's five-year plan. There is no further analysis, assumptions or explanations to support proposed changes in the staffing matrix. With these reductions, [performance work statement (PWS)] subsections 5.1.4 and 5.4.1 would be heavily impacted by the removal and reassignment of a [DELETED] position. The removal of the [DELETED] resource would limit the effectiveness of PWS subsection 5.7.1, and the justification that a complete cloud migration will have been completed is an assumption not backed up by the government or the solicitation. The removal of the [DELETED] is again relying on a complete cloud migration, and will impact PWS subsection 5.5.2 and 5.7.2. The removal of a senior circuit logistics position will negatively impact PWS subsection 5.8.1, again based on an assumed cloud migration[.]

AR, Tab 12.3, TET Report at 19

The evaluators specifically discussed the [DELETED] specific positions affected and concluded that "the offeror's alternative staffing matrix does not support the routine workload anticipated based on the [g]overnment's knowledge of this contract." *Id.* at 20.

The protester objects that this evaluation both misreads its proposal and applies unstated evaluation criteria. Comments and Supp. Protest at 4-8. For example, the

protester notes that, contrary to the evaluator's conclusion, the protester's proposal did not propose the elimination of [DELETED], or indeed the elimination of any required functions. *Id.* Rather, the protester merely proposed a reduction in staffing in those areas in the option years based on efficiencies created by its staffing approach. *Id.* Additionally, the evaluation makes reference to the agency's 5-year plan, which is not identified in the solicitation as an evaluation criterion. *Id.* The protester argues that the agency impermissibly used this plan as an unstated evaluation criterion. *Id.*

However, these arguments rely on a selective reading of the evaluation. While the evaluation references "elimination of [DELETED]," that statement must be read in context. AR, Tab 12.3, TET Report at 19. For example, in the same paragraph, the evaluators discuss the "removal of the [DELETED] resource" and "removal of a [DELETED] position" and conclude that both would negatively impact performance of the PWS. *Id.* Similarly, later in the report, the evaluators identified and discussed the specific proposed staffing changes that they were referring to. *Id.* at 19-20. With that context, it's clear that the evaluators were referring to the elimination of specific [DELETED] positions, not to a complete elimination of those tasks.

Likewise, while the evaluators note that the protester assumed a fully cloud-based infrastructure by year 5, which is not in the agency's "five-year plan," the agency credibly argues that this was simply a reference to the agency's knowledge of its own requirements over the 5-year period of the contract and not to a specific external planning document. MOL at 5-6. The agency's explanation is bolstered by the fact that later in the same paragraph the evaluators effectively restate this finding by saying that the "justification that a complete cloud migration will have been completed is an assumption not backed up by the government or the solicitation." AR, Tab 12.3, TET Report at 19. In that context, it is clear that the evaluators are simply explaining that the protester's assumption is unwarranted both based on the solicitation and the agency's knowledge of its own needs, which is unobjectionable.

Finally, the protester argues that the agency treated the staffing matrix included in the solicitation as, in effect, a minimum requirement, and that the agency treated deviation from the staffing matrix as a basis for "automatic" disqualification. Comments and Supp. Protest at 9-10. For example, the protester notes that the evaluators concluded that IBM "did not propose an alternate staffing matrix, *therefore the proposed hours and skill mix meets the requirements of the PWS.*" *Id.* (citing AR, Tab 16, SSD at 18) (emphasis original).

However, this argument is not consistent with the contemporaneous evaluation record. Preliminarily, the fact that the agency concluded that IBM's proposed staffing plan met the requirements of the solicitation because it proposed the specific hours and labor mix identified in the solicitation is not proof that the agency automatically rejected alternative staffing plans. Rather, it simply demonstrates that the staffing matrix in the solicitation represented a safe harbor that offerors could elect to propose; it does not follow that any alternative would necessarily be rejected.

Indeed, as discussed in detail above, the evaluators here did not automatically exclude the protester for proposing an alternative staffing plan. Rather, they examined the specifics of the protester's proposed alternative staffing plan and reasonably concluded that it relied on unsupported and inadequately explained assumptions, and that the specific changes proposed would have a significant negative effect on the performance of the contract. That is, the agency reasonably found fault with the specifics of the protester's plan rather than, as the protester suggests, automatically rejecting it. The fact that the evaluators also found faults in the other alternative staffing plans has no bearing on the reasonableness of the agency's evaluation of the protester's own specific alternative staffing plan, which, as discussed above, was reasonable.

The protest is denied.

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General Counsel