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Decision

Matter of: Systems Research and Applications Corporation

File: B-407224.3

Date: December 17, 2012

Scott E. Pickens, Esq., Liz M. Lopez, Esq., and Karen A. McGee, Esq., Barnes & Thornburg LLP, for the protester.

William L. Walsh, Jr., Esq., J. Scott Hommer, III, Esq., George W. Wyatt, IV, Esq., and Christina K. Kube, Esq., Venable LLP, for Science Applications International Corporation, the intervenor.

Maj. Todd J. Hanks, Maj. David A. Dulaney, Maj. Patrick Butler, Capt. Edward Ahn, Department of the Army, for the agency.

Paula J. Haurilesko, Esq., and Guy R. Pietrovito, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

An agency reasonably evaluated the protester's proposal under the minimum antiterrorism building standards cited in the solicitation, rather than against later revised standards that were not incorporated; the agency was not required to amend the solicitation after receiving proposals to reflect the revised standards where the agency requires the standards included in the solicitation.

DECISION

Systems Research and Applications Corporation (SRA) of Fairfax, Virginia, protests the issuance of a task order to Science Applications International Corporation (SAIC) of McLean, Virginia, by the Department of the Army, National Guard Bureau, under request for proposals (RFP) No. W9133L-11-R-0043 for Enterprise Operations Security Services (EOSS II) information technology services. SRA challenges the Army's evaluation of SRA's and SAIC's proposals.

We deny the protest.

BACKGROUND

The RFP, which was issued on September 22, 2011, to firms holding contracts under the General Service Administration's Alliant government-wide acquisition

contract,¹ provided for the issuance of a task order for information technology (IT) enterprise operations and security services for the Army National Guard for a base year and 4 option years. Contracting Officer's (CO) Statement at 1; RFP amend. 2, at 24. The solicitation included a number of fixed-price and fixed-price, level-of-effort contract line items (CLIN), including CLINs for providing management, operations, and engineering support to operate, improve, and enhance the Army National Guard's IT enterprise infrastructure, and for operating and maintaining a contractor-provided primary network operations and security center (NOSC).² See RFP amend. 2, at 24-27.

Offerors were informed that the selection decision would be made on a best value basis, considering price and the following non-price factors (in descending order of importance): technical, management, transition, and past performance. Id. at 144. Price was the least important factor. The technical factor consisted of eleven subfactors,³ including as relevant here, the contractor-provided primary NOSC facility subfactor. Id. at 143. All of the subfactors were of equal importance. Offerors were warned that an unacceptable rating under any factor or subfactor could result in rejection of the firm's proposal.⁴ Id. at 144.

With respect to the contractor-provided primary NOSC facility subfactor, offerors were informed that the agency would evaluate the offerors' ability to satisfy the requirements stated in the statement of work (SOW) for such a facility. Id. at 146.

¹ The Alliant government-wide acquisition contract is a multiple-award, indefinite-delivery/indefinite-quantity contract for various information technology services. See Alliant Confirmed Contract at 5.

² The RFP also included some cost-reimbursement CLINs that are not relevant here.

³ The technical subfactors were: core engineering support, service strategy and design, service transition, service operations, continual service improvement, service operations--secret internet protocol router network (SIPRNet), contractor-provided primary NOSC facility, government-directed initiatives, government furnished equipment maintenance, initial NOSC continuity of operations plan and operations from the alternate facility, and strategic engineering support. RFP amend. 2, at 143.

⁴ The RFP informed offerors that the agency would evaluate proposals for significant strengths, strengths, significant weaknesses, weaknesses, risks, and deficiencies under the non-price evaluation factors and subfactors. In this regard, a deficiency was defined as a material failure of a proposal to meet a government requirement, or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. RFP amend. 2, at 151.

In addition to contractor personnel, the contractor was required to provide a “single office space” for approximately 43 Department of Defense (DOD) staff. See id. at 73, 75. The SOW also provided that the NOSC facility must comply with the January 2007 version of the DOD’s Unified Facilities Criteria (UFC) 4-010-01, DOD Minimum Antiterrorism Standards for Buildings (2007 UFC).⁵ Id. at 74; see also RFP amend. 2, attach., Questions & Answers, at 6. In this regard, the 2007 UFC states that with respect to leased or assigned space occupied by DOD personnel, the UFC standards are applicable only where the DOD personnel occupy at least 25 percent of the net interior usable area or the area defined in the lease. AR, Tab 8, UFC 4-010-01, DOD Minimum Antiterrorism Standards for Buildings, Change 1, Jan. 22, 2007, at § 1-6.4.1. The UFC defines “DoD personnel” as including U.S. military, DOD civilians, and contractors occupying a DOD building. Id., append. A, Definitions, at A-2.

Prior to the closing date for receipt of proposals, DOD issued a memorandum with respect to lease renewals or extensions. See AR, Tab 8, DOD Memorandum on Antiterrorism Standards for Leased Space, July 12, 2011. That memorandum stated that existing leases could be renewed or extended for up to 5 years without change to the security condition of the building. Id. DOD officials were encouraged to “use their best judgment on whether or not to accept continued noncompliance with the [antiterrorism] standards established in UFC 4-010-01.” Id. at 2. The 2011 memorandum was not, however, incorporated into the solicitation, or into the 2007 UFC.

With regard to price, offerors were informed that the agency would evaluate both the reasonableness and realism of proposed prices. In this regard, the RFP provided that as part of the realism evaluation the agency would calculate a government estimate of the most probable cost for each proposal. RFP amend. 2, at 150. Offerors were further advised that an offeror’s proposed price must be consistent with the firm’s approach and staffing plan. Id.

The Army received proposals from three offerors--including SAIC and SRA (the incumbent)--by the November 21, 2011 closing date. CO’s Statement at 5. SRA proposed to provide, as leased space, the seventh floor of an eight-story building (the same facility it was providing as the incumbent) to meet the NOSC facility requirement. See SRA Proposal at B-46. SRA stated that this facility satisfied the minimum antiterrorism standards of UFC 4-010-01. Id. at B-47. SAIC proposed to provide, as leased space, a different facility to meet the NOSC facility

⁵ The standards provided by UFC 4-010-01 are intended to minimize the possibility of mass casualties in DOD buildings. Agency Report (AR), Tab 8, 2007 UFC, at § 1-4. The UFC defines a “DoD building” to be any building or portion of a building owned, leased, privatized, or otherwise occupied, managed, or controlled by or for DOD. Id., append. A, Definitions, at A-2.

requirement. SAIC proposal at B-32. In this regard, SAIC informed the agency that the firm had evaluated SRA's current, incumbent facility for this requirement and concluded that SRA's facility did not comply with the solicitation's UFC 4-010-01 standards. Id.

The proposals were evaluated by the agency's source selection evaluation board (SSEB), which consisted of a technical evaluation team, a past performance evaluation team, and a price evaluation team. CO's Statement at 4. In January 2012, the Army issued clarification questions to SAIC and SRA. As relevant here, SAIC and SRA were requested to clarify how their proposed facility satisfied the minimum standards of the 2007 UFC, particularly with respect to standoff distances and avoidance of progressive building collapse.⁶ See AR, Tab 12, SRA Clarification Response, at 9; Tab 13, SAIC Clarification Response, at 6.

SRA responded that the standard did not apply to its facility because the space allocated to DOD personnel, comprised of 42 staff, represented less than 20 percent of the useable space on the floor leased for the NOSC facility, and thus less than 3 percent of the useable space in the entire eight-story building. AR, Tab 12, SRA Clarification Response, at 10. SAIC responded by describing how its proposed facility satisfied the minimum standards of the 2007 UFC. AR, Tab 13, SAIC Clarification Response, at 6-8.

In February 2012 after receipt of the offerors' proposal clarifications, DOD issued an updated version of UFC 4-010-01, canceling and superseding the 2007 version. As relevant here, the updated version stated that where DOD personnel occupied leased or assigned space, the standards applied only where DOD personnel occupied at least 25 percent of the usable building area.⁷ See UFC 4-010-01, DOD Minimum Antiterrorism Standards for Buildings, Feb. 9, 2012 (2012 UFC), at § 1-8.4.1, Partial Occupancy. The RFP was not amended to incorporate this updated version of UFC 4-010-01.

Following clarifications, only SAIC's proposal was found technically acceptable. With respect to SRA's proposal, the SSEB and source selection authority (SSA) found the protester's offer to be unacceptable under the contractor-provided primary

⁶ A standoff distance is the distance maintained between a building and the potential location for an explosive detonation. AR, Tab 8, 2007 UFC, append. A, Definitions, at A-5.

⁷ The usable building area is defined as including office areas, storage areas, and building common areas, but excluding floor common areas, parking spaces, portions of loading docks outside the building line, stairwells, and elevator cores. 2012 UFC, append. A, Glossary, at 48.

NOSC facility subfactor.⁸ AR, Tab 14, SSEB Evaluation of SRA, at 1, 8; Tab 18, Source Selection Decision, at 28. Specifically, the SSEB found that SRA had not submitted an acceptable facility plan showing that its proposed facility would satisfy the minimum antiterrorism standards of the 2007 UFC. AR, Tab 14, SSEB Evaluation of SRA, at 8. The SSA found that SRA's failure to meet these minimum standards presented significant risk to the physical protection of the NOSC facility from terrorist attack. The SSA noted that "[t]he NOSC provided under this contract is important to the National Security of the United States. [Deleted]." See AR, Tab 18, Source Selection Decision, at 28.

The SSEB's price evaluation team evaluated the offerors' price proposals for reasonableness and realism. AR, Tab 16, Price Evaluation Report, at 1. In this regard, the price evaluation team reviewed and compared the firms' proposed prices by CLIN and by major tasks as identified in the SOW breakdown structure.⁹ See id. at 4, 11.

The price evaluation team found that there were major differences in the three firms' proposed prices. SAIC proposed the lowest overall price of \$58.6 million, and SRA proposed the highest overall price of \$89.5 million. The third offeror proposed an overall price of \$70 million. Id. at 2. The evaluators noted that much of the significant difference in SAIC's and SRA's overall price was attributable to the difference in the firms' pricing under CLIN 1, Enterprise Operations, which reflected the primary effort being performed under the contract. See id. at 6, 12. The price evaluation team found that the differing prices reflected differences in the amount and mix of labor hours offered as well as the extent to which the firms discounted their Alliant contract labor rates. Id. at 7, 10.

With respect to the firms' proposed labor hour and mix, the price evaluation team found that SAIC and SRA proposed a realistic mix of entry-level, mid-level, and senior personnel to perform the work considering the firms' technical approach. Id. at 7, 10. With respect to SAIC's proposal, the price evaluation team found that SAIC proposed to use [Deleted]. The price evaluation team noted, however, that SAIC proposed to have senior personnel available through its corporate reach back capability. Id. at 7.

⁸ The SSEB also found SRA's proposal unacceptable under the management and transition factors because the proposed NOSC facility did not meet the requirements of the 2007 UFC. See AR, Tab 14, SSEB Evaluation of SRA, at 13-14, 17-18.

⁹ Proposed prices were compared among offerors as well as against an independent government cost estimate.

All of the offerors proposed to discount their Alliant contract labor rates, although SAIC proposed much larger discounts than did SRA. The price evaluation team noted that SAIC's larger labor rate discounts posed a potential risk to the government with respect to SAIC's ability to provide the required services at the proposed discounted prices. Id. at 6. To consider the potential risk posed by the firms' discounted labor rates, the Army estimated each offeror's most probable cost under two scenarios: (1) capping the firms' discounts at 20 percent and (2) applying the Alliant contract labor rates without discounts. Id. at 9. The price evaluation team concluded that the offerors' proposed prices did not present a performance risk to the agency. Id. at 10.

The task order was issued to SAIC, and this protest followed.

DISCUSSION

SRA raises many challenges to various aspects of this procurement.¹⁰ We have considered all of SRA's complaints, although we only discuss its primary arguments, and find that none provide a basis for objecting to the agency's issuance of a task order to SAIC. In particular, we find, as explained below, that the agency reasonably concluded that SRA's proposal was technically unacceptable under the contractor-provided primary NOSC facility subfactor.

Contractor-provided Primary NOSC Facility Subfactor

SRA objects to the Army's judgment that its proposal was unacceptable under the contractor-provided primary NOSC facility subfactor. In this regard, the protester raises multiple arguments that SRA's proposed NOSC facility, which SRA currently is providing to the agency as the incumbent contractor, is not required to meet the specific standards of the 2007 UFC. Protest at 9-11. More specifically, SRA argues that the Army should have evaluated its proposal against the 2012 UFC rather than the 2007 UFC; if the agency had done so, SRA argues, its proposal would have been found technically acceptable under the less stringent applicability standards of the 2012 UFC. In the alternative, SRA argues that its proposal is technically acceptable even if it is evaluated against the 2007 UFC because the number of DOD personnel in the building does not reach the 25 percent threshold required for application of the minimum antiterrorism standards. SRA also contends that the July 2011 memorandum suspended application of the antiterrorism building standards of UFC 4-010-01 for lease renewals or extensions, such as SRA's proposed facility. Id. at 11; see AR, Tab 8, DOD Memorandum on Antiterrorism Standards for Leased Space, July 12, 2011.

¹⁰ SRA filed two protests prior to receiving a required debriefing, which we dismissed as premature. See 4 C.F.R. § 21.2(a)(2) (2012). SRA's post-debriefing protest incorporated its earlier protest grounds.

In reviewing protests challenging the evaluation of proposals, we do not conduct a new evaluation or substitute our judgment for that of the agency but examine the record to determine whether the agency's judgment was reasonable and in accord with the RFP evaluation criteria. JSR, Inc., B-405463, Nov. 8, 2011, 2011 CPD ¶ 265 at 4. A protester's mere disagreement with an agency's judgment is not sufficient to establish that an agency acted unreasonably. Trofholz Tech., Inc., B-404101, Jan. 5, 2011, 2011 CPD ¶ 144 at 3-4.

The Army responds that it appropriately applied the UFC 4-010-01 version that was stated in the RFP--that is, the 2007 version. The Army contends that SRA provided no information to demonstrate that it met the requirements stated in the UFC. In this regard, the agency states that SRA erroneously counted only the 43 DOD staff--and not SRA's own personnel performing on the contract in the leased space--as "DOD personnel" in determining whether the antiterrorism standards applied to its proposed facility. The Army also contends that SRA failed to recognize that under the 2007 UFC, calculation of the 25 percent minimum can be based on the percentage of leased space (the seventh floor of the building), not on the building as a whole. CO's Statement at 22. The agency also disagrees with SRA that the July 2011 DOD memorandum required suspension of UFC 4-010-01, noting that the memorandum is permissive and not mandatory. Id. at 20.

We conclude that the Army acted reasonably in evaluating proposals against the 2007 UFC, rather than the 2012 UFC. The solicitation included the 2007 UFC, and informed offerors that they were to comply with it. See RFP amend. 2, attach., Questions & Answers, at 6. An agency is required to evaluate proposals in accordance with the terms of the solicitation. See The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 38; Diemaco, Inc., B-246065, Oct. 31, 1991, 91-2 CPD ¶ 414 at 2.

We also do not agree with SRA's alternative contention that its facility was not subject to the minimum standards of the 2007 UFC. The plain language of the 2007 UFC with respect to partial occupancy of leased buildings states that the antiterrorism standards "only apply where DoD personnel occupy leased or assigned space constituting at least 25% of the net interior useable area or the area as defined in the lease . . ." (emphasis added). AR, Tab 8, 2007 UFC, at § 1-6.4.1. Here, SRA proposed to continue leasing the seventh floor of a building for the NOSC facility, so the Army reasonably based its assessment on the seventh floor rather than the entire building. Because UFC 4-010-01 defines the term "DoD personnel" as including contractor employees, see id., append. A, Definitions, at A-2, the agency reasonably based its calculation on the number of contractor personnel as well as the number of DOD employees working in the NOSC facility. The Army found, based upon this calculation, that DOD personnel occupied at least 25 percent of SRA's "area as defined in the lease," and thus the minimum

antiterrorism standards were applicable to SRA's facility. See AR, Tab 18, Source Selection Decision, at 27.

With respect to SRA's arguments concerning the July 2011 DOD memorandum, we agree with the Army that the memorandum does not require DOD entities to suspend application of UFC 4-010-01 for the renewal or extension of leased facilities. Rather, the memorandum states that DOD officials should "use their best judgment on whether or not to accept continued noncompliance with the [antiterrorism] standards established in UFC 4-010-01." See AR, Tab 8, July 12, 2011 DOD Memorandum on Antiterrorism Standards for Leased Space.

In sum, we conclude that the Army reasonably found SRA's proposal unacceptable under the contractor-provided primary NOSC facility subfactor, where the firm's proposed facility did not satisfy the solicitation's required minimum antiterrorism standards.

Changed Requirements

SRA also argues that the February 2012 UFC significantly changed the agency's requirements, such that the agency was required to amend the RFP and obtain revised proposals. See SRA Comments at 14.

When, either before or after receipt of proposals, an agency's requirements change, the agency must issue an amendment to notify offerors of the changed requirements and afford them an opportunity to respond. Federal Acquisition Regulation (FAR) § 15.206(a); Northrop Grumman Technical Servs., Inc.; Raytheon Technical Servs. Co., B-291506 et al., Jan. 14, 2003, 2003 CPD ¶ 25 at 34. Amending the solicitation provides offerors an opportunity to submit revised proposals on a common basis reflecting the agency's actual needs. Global Solutions Network, Inc., B 298682.2, Dec. 10, 2007, 2007 CPD ¶ 223 at 3.

The Army responds that the minimum standards identified in the 2007 UFC reflect the agency's needs, particularly with respect to the greater standoff distances and progressive building collapse avoidance requirements. Supp. AR, attach. 2, Decl. of Army National Guard Chief of Network Operations Division, at 2-3. In this regard, the agency states that its primary concern is the [Deleted], and explains that the RFP was drafted with the intention that the NOSC be housed in a building that met DOD's minimum antiterrorism standards for buildings, not one that was excused from meeting those requirements. Id. at 2. The Army contends that, given the importance of the NOSC facility to disaster response operations, the more stringent standoff distances are appropriate. Id.

SRA does not show that the minimum standards of the 2007 UFC fail to reflect the agency's actual needs. In this regard, SRA argues that the Army did not properly document its need for higher than minimum security standards, and failed to seek

approval for the use of more stringent standards. SRA Supp. Comments at 3. These arguments, however, are grounded upon the procedures stated in UFC 4-010-01, which sets out internal agency policy about building security; this document does not provide rights to protesters. Our jurisdiction, as established by the Competition in Contracting Act of 1984, 31 U.S.C. § 2553 (2006), is limited to addressing protests alleging a violation of procurement statute or regulation. See RMS Indus., B-246082 et al., Jan. 22, 1992, 92-1 CPD ¶ 104 at 2. As such, our Office does not review or enforce whether the agency followed its own internal policies--which, admittedly, were relaxed after this solicitation was issued. See e.g., 901 North Fifth Street, LLC, B-404997, B-404997.2, July 22, 2011, 2011 CPD ¶ 152 at 8-9; MediaNow, Inc., B-405067, June 28, 2011, 2011 CPD ¶ 133 at 3 n.2.

SRA also argues that during the 9-month period of time between the submission of final proposals and contract award there were a number of other changes in the Army's requirements that are not reflected in the RFP, and that therefore the agency was required to amend the solicitation and request revised proposals. Protest at 12; Supp. Protest at 12. We find no merit to this argument, as SRA has not demonstrated that the agency's requirements changed substantively. In this regard, the Army responded in detail to each of the protester's allegations, see CO's Statement at 7-13, and SRA, other than stating its disagreement, failed to substantively rebut the CO's statements.¹¹ See SRA Comments at 9-15.

Revival of Expired Offer

SRA also contends that the Army improperly permitted SAIC to revive an expired offer. SRA states, and the record shows, that SAIC's offer expired 60 days after submittal. In SRA's view, in order to award to SAIC, the Army must have engaged in improper discussions with SAIC to permit it to revive its offer. Supp. Protest at 21.

As an initial matter, the Army denies that it engaged in discussions with SAIC about reviving its offer. See CO's Statement at 14. Instead, it appears that--despite the proposal's expiration--the Army awarded to SAIC and the company accepted. We see nothing improper about the Army's actions here. Our Office has recognized that an offeror may extend its acceptance period and even revive an expired offer if this would not compromise the integrity of the competitive procurement system. See United Elec. Motor Co., Inc., B-191996, Sept. 18, 1978, 78-2 CPD ¶ 206 at 3. Circumstances that compromise the system's integrity include those where acceptance of the extension by the agency would be prejudicial to the other offerors. Since none of those circumstances are present here, we cannot see how

¹¹ SRA also questions the credibility of the CO speaking on the agency's behalf because the CO was not involved in the prior contract. SRA Comments at 13. We find no merit to this concern.

SRA was prejudiced by the Army's decision to make award to SAIC. See International Logistics Group, Ltd., B-223578, Oct. 24, 1986, 86-2 CPD ¶ 452 at 4.

Price Realism

SRA also challenges the Army's price realism analysis, arguing that the Army failed to evaluate whether SAIC's proposed approach to hiring incumbent staff was realistic. Supp. Protest at 19-20; SRA Comments at 15-18. SRA contends that SAIC relied on hiring incumbent personnel, noting that SAIC's proposal indicated that it expected "to hire more than [Deleted] of the targeted incumbent staff members." SAIC's Proposal, Vol. IV, at D-8.

While agencies are required to perform some sort of price analysis or cost analysis on negotiated contracts to ensure that the agreed-upon price is fair and reasonable, where the award of a fixed-price contract is contemplated, a proposal's price realism is not ordinarily considered, since a fixed-price contract places the risk and responsibility for contract costs and resulting profit or loss on the contractor. OMV Med., Inc.; Saratoga Med. Ctr., Inc., B-281387 et al., Feb. 3, 1999, 99-1 CPD ¶ 52 at 5. However, an agency may, as here, provide for price realism analysis in the solicitation for such purposes as measuring an offeror's understanding of the solicitation requirements, or to avoid the risk of poor performance from a contractor who is forced to provide services at little or no profit. See The Cube Corp., B-277353, Oct. 2, 1997, 97-2 CPD ¶ 92 at 4; Ameriko, Inc., B-277068, Aug. 29, 1997, 97-2 CPD ¶ 76 at 3. The depth of an agency's price realism analysis is a matter within the sound exercise of the agency's discretion. Citywide Managing Servs. of Port Washington, Inc., B-281287.12, B-281287.13, Nov. 15, 2000, 2001 CPD ¶ 6 at 5.

The record shows that the Army conducted a reasonable price realism analysis. As noted above, the Army analyzed offerors' prices and level of effort at the CLIN and work breakdown structure level by comparing the prices among offerors and against the independent government cost estimate. For example, the price evaluation team noted after comparing prices related to the service transition activity, in which SAIC offered the lowest price, that although SAIC offered the highest level of effort, it offered labor discounts. The price evaluation team also recognized that SAIC's lower labor rates could pose a risk to the government of poor performance. See AR, Tab 16, Price Evaluation Report, at 10. However, the price evaluation team calculated an estimate of most probable costs to account for the potential risks, and concluded that prices were nonetheless realistic. See id. at 9, 10.

Although SRA contends that the agency failed to adequately consider whether SAIC could obtain incumbent staff at the labor rates SAIC proposed, SRA mischaracterizes SRA's proposal with respect to incumbent staff. SRA is correct that SAIC stated that it expected to hire more than [Deleted] of the targeted incumbent staff. However, SAIC also stated that it would work with the Army to

identify the incumbent staff that the agency wished to retain, and specifically stated that its program success was not dependent on retaining incumbent staff. See SAIC's Proposal, Vol. I, at C-12; Vol. IV, at D-8.

Allegation of Bias and Other Issues

SRA raises additional challenges to the Army's evaluation of its proposal. For example, SRA also complains that the chair of the technical evaluation team was biased against the firm and improperly influenced the award decision. Supp. Protest at 16-17; SRA Comments at 27-31. In this regard, SRA provided a declaration from a SRA senior vice president concerning a conversation that occurred in July 2012 between that individual and an agency official that SRA asserts supports its bias allegation. Supp. Protest, attach. 3, Decl. of SRA Sr. Vice President. The agency denies this allegation and provided a signed declaration in support of its position. See AR, Tab 22, Decl. of Network Operations Branch Chief. In light of our conclusion that the agency reasonably found SRA's proposal to be unacceptable, we need not address this issue and SRA's other objections to the evaluation of its proposal. See General Dynamics C4 Sys., Inc., B-406965, B-406965.2, Oct. 9, 2012, 2012 CPD ¶ 285 at 6.

The protest is denied.

Susan A. Poling
General Counsel