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# Decision

**Matter of:** Integrity Management Consulting, Inc.

**File:** B-418776.5

**Date:** June 22, 2021

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## DIGEST

Protest challenging the agency's evaluation and selection decision is denied where the record shows that the evaluation and selection decision were consistent with the terms of the solicitation.

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## DECISION

Integrity Management Consulting, Inc., of McLean, Virginia, protests the issuance of a task order to Global Miracle Solutions, LLC (GMS), of Salt Lake City, Utah, under request for quotations (RFQ) No. 70RCSA20Q0000028, issued by the Department of Homeland Security, Cybersecurity and Infrastructure Agency (CISA), for budget, acquisition, and contract support services. Integrity argues that CISA unreasonably evaluated its proposal and improperly made the selection decision.

We deny the protest.

## BACKGROUND

On May 6, 2020, CISA issued the solicitation for budget, acquisition, and contract management support services for the agency's cybersecurity division.<sup>1</sup> AR, Tab 4, RFQ

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<sup>1</sup> The RFQ was issued against the General Services Administration's One Acquisition Solution for Integrated Services indefinite-delivery, indefinite-quantity contract, and was restricted to eligible small businesses. Agency Report (AR), Tab 8, RFQ, amend. 2, Instructions and Evaluation Criteria at 1.

at 1; RFQ, Statement of Work (SOW) at 2-10. The RFQ delineated eight specific tasks for the selected contractor: program management; procurement strategic planning and execution support; contract management support; budget formulation support; budget execution support; finance and budget management support; surge support; and transitioning out. SOW at 2-10. The RFQ contemplated the issuance of a task order to be performed on a time-and-materials basis over a 1-year base period and two 1-year option periods. *Id.* at 18; RFQ, amend. 2, Instructions and Evaluation Criteria at 1.

Award would be made on a best-value tradeoff basis considering the following factors: past experience, management approach, staffing approach, and price. RFQ amend. 2, Instructions and Evaluation Criteria at 8-13. Past experience would be considered the most important non-price factor; when combined, the non-price factors would be considered significantly more important than the price factor. *Id.* at 13.

Four vendors submitted quotations prior to the September 9, 2020, closing time.<sup>2</sup> AR, Tab 20, BVD at 3. On February 8, 2021, CISA conducted discussions with each vendor, and the vendors submitted revised proposals. Contracting Officer's Statement (COS) at 15. The agency's evaluation produced the following relevant results:

	<b>Integrity</b>	<b>GMS</b>
<b>Past Experience</b>	High Confidence	High Confidence
<b>Management Approach</b>	Some Confidence	High Confidence
<b>Staffing Approach</b>	Some Confidence	High Confidence
<b>Price</b>	\$17,407,716	\$23,384,413

AR, Tab 20, BVD at 5.

Based on the evaluation results, the source selection authority (SSA) determined that GMS's proposal represented the best value. AR, Tab 20, BVD at 24. The SSA noted that GMS's proposal, while higher priced, provided several benefits under the management and staffing approach factors. *Id.* at 23. When directly comparing Integrity's and GMS's proposals, the SSA noted that GMS's technical proposal was not assigned any weaknesses, while Integrity's management and staffing approaches were

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<sup>2</sup> The RFQ contemplated a two-phase evaluation process. RFQ amend. 2, Instructions and Evaluation Criteria at 4-5. Phase One required each vendor to submit an email proposal addressing its past experience and, based on this information, CISA would advise vendors whether they were likely to be competitive for award. *Id.* at 4. Seventeen vendors participated in phase one, but CISA identified only four vendors as viable competitors. AR, Tab 20, Best-Value Determination and Award Decision (BVD) at 3. Phase Two participants were required to submit the remainder of their technical and price proposals. RFQ amend. 2, Instructions and Evaluation Criteria at 5-8.

not evaluated as favorably. *Id.* at 15-18. After Integrity learned that its proposal was unsuccessful, it filed this protest with our Office.<sup>3</sup>

## DISCUSSION

Integrity raises multiple allegations challenging the agency's conduct of the acquisition. Principally, Integrity argues that CISA unreasonably evaluated its management and staffing approaches. Protest at 11-26. Integrity also argues that CISA unequally evaluated proposals, and made an improper selection decision.<sup>4</sup> Comments at 19-24.

We have reviewed all of the challenges, and conclude that none provides us with a basis to sustain the protest. We discuss Integrity's principal allegations below, but note at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. *TeleCommunication Sys., Inc.*, B-419323.2, Jan. 19, 2021, 2021 CPD ¶ 28 at 3. Further, a protester's disagreement with the agency's judgment, without more, does not establish that the evaluation was unreasonable. *The Dixon Grp., Inc.*, B-406201, B-406201.2, Mar. 9, 2012, 2012 CPD ¶ 150 at 2.

### Management Approach

Integrity argues that CISA unreasonably assigned a weakness to its management approach. Protest at 12. Specifically, Integrity argues that, contrary to the assigned weakness, its quotation articulated procurement techniques that were distinct from the incumbent contractor's approach.<sup>5</sup> Comments at 12-17. CISA responds that it

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<sup>3</sup> As noted, the solicited task order is to be issued in connection with the General Services Administration's One Acquisition Solution for Integrated Services indefinite-delivery, indefinite-quantity contract program. Because the value of the task order exceeds \$10 million, our Office has jurisdiction to consider the protest. 41 U.S.C. § 4106(f)(1)(B).

<sup>4</sup> In its protest, Integrity argued that GMS misrepresented its key personnel, and was ineligible for award because it did not hold the requisite facility security clearance. Protest at 26-29. We dismiss the allegations. Where the agency responds to allegations in its report but the protester does not rebut the agency's positions in its comments, we will dismiss the allegations as abandoned because the protester has not provided us with a basis to find the agency's positions unreasonable. *Battistella S.p.A.*, B-416597.4, Jan. 24, 2019, 2019 CPD ¶ 27 at 3, n.3. Here, the agency report explained why it concluded that GMS did not misrepresent its personnel, and held the requisite facility security clearance. Memorandum of Law (MOL) at 27-28. Integrity did not rebut the agency's positions in its comments. See *generally* Comments.

<sup>5</sup> Integrity is a subcontractor on the incumbent contract. Protest at 12.

reasonably assigned the weakness because the procurement techniques were similar to unsuccessful techniques employed by the incumbent contractor. MOL at 23.

When describing their management approach, the RFQ instructed vendors to explain how they would provide budget and acquisition support in terms of contract and resource management. RFQ amend. 2, Instructions and Evaluation Criteria at 5. As relevant here, the RFQ required vendors to provide the following when articulating their approach to contract management:

Describe your processes and methodologies that proactively identify, analyze, and improve upon existing business processes required to complete the tasks within the SOW, specifically as it relates to procurement innovation to streamline procurement activities, reduce inefficiencies, automate processes, and identify/utilize rapid acquisition methodologies/techniques to meet [Cybersecurity Division] procurement needs in a dynamic and fast-paced cyber/technology environment.

*Id.*

As part of the evaluation criteria for this factor, the RFQ advised that CISA would assess the extent to which each vendor's approach demonstrated effective contract and resource management. RFQ amend. 2, Instructions and Evaluation Criteria at 10. Further, the RFQ required CISA to assess whether each vendor identified innovative procurement techniques to streamline activities, reduce existing inefficiencies, and utilize rapid acquisition techniques. *Id.*

CISA assigned an adjectival rating of "some confidence" to Integrity's management approach. AR, Tab 17, Technical Evaluation Team (TET) Consensus Report at 14; AR, Tab 18, Price Negotiation Memorandum (PNM) at 8. CISA assigned one weakness to the firm's approach because the agency concluded that Integrity's quotation did not articulate any procurement techniques that would streamline activities, reduce inefficiencies, or utilize rapid acquisition methodologies; rather, the agency noted that the quotation merely identified procurement techniques that were consistent with the incumbent contractor's techniques. AR, Tab 17, TET Consensus Report at 15; *see also* AR, Tab 18, PNM at 8 (explaining that Integrity's revised quotation did not eliminate the agency's concern).

On this record, we do not find the agency's evaluation to be unreasonable. Our review confirms that the agency considered Integrity's proposed procurement techniques (*e.g.*, using "innovative evaluation criteria," collaborating with subject-matter experts to access new acquisition trends, establishing working groups to conduct market research, and conducting Lean 6 sigma events), and determined that they were not innovative and did not represent a marked improvement over existing practices. AR, Tab 20, BVD at 15; *accord* COS at 21; MOL at 23. Indeed, the record shows that CISA concluded that they were consistent with the incumbent contractor's practices. AR, Tab 20, BVD at 15.

While Integrity may argue that it proposed multiple techniques that were distinct from the incumbent contractor's procurement techniques (e.g., utilizing a different work management platform, hands-on program manager participation, and cross-functional teamwork acquisition planning and implementation), we do not find that this argument provides us with a basis to sustain the protest.<sup>6</sup> See Comments at 12-16. At its core, this argument represents unsupported disagreement with the agency's assessment of whether the firm's proposed techniques would improve upon existing practices. See *The Dixon Grp., Inc., supra*; see also AR, Tab 24, Decl. of TET Chair at 1-2 (explaining how Integrity's proposed procurement techniques are consistent with techniques that various contractors have used in connection with agency procurements for the last 10 years). Moreover, even if these techniques are, in fact, different from the incumbent contractor's practices, the protester has not provided us with any basis to conclude that the agency was required to evaluate the proposed techniques as innovative or otherwise favorable under the RFQ's evaluation criteria. See Comments at 12-15; Protest at 21-22. Accordingly, we deny this protest allegation.

### Staffing Approach

Integrity argues that the agency unreasonably assigned a weakness to its staffing approach. Comments at 7-8. Specifically, Integrity argues that, contrary to the evaluation, it proposed key personnel that would remain committed to this particular acquisition, and that the proposed key personnel were well-qualified. See Comments at 7-8. CISA responds that the protester misconstrues the assigned weakness, and that the evaluation was in fact consistent with the RFQ's criteria. MOL at 24-26.

When describing their staffing approaches, the RFQ instructed vendors to explain how their proposed team would satisfy the contract's requirements. RFQ amend. 2, Instructions and Evaluation Criteria at 6. Vendors were instructed to provide their staffing plans and to describe their personnel resources. *Id.* Vendors were also instructed to describe their key personnel (including background, such as education and work experience), as well as the availability and existing commitments of key personnel. *Id.* at 6-7. The RFQ identified five employees as key personnel, including four senior business and finance operations specialists, and one subject-matter expert business and operations specialist. RFQ amend. 2, SOW at 25-26.

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<sup>6</sup> To the extent Integrity complains that the weakness was assigned because the firm did not demonstrate innovative procurement techniques as a subcontractor on the incumbent contract, we do not find that the record supports that assertion. See Protest at 12-13. Instead, consistent with the agency's position, the record shows that the weakness was assigned because CISA did not view the firm's proposed procurement techniques as innovative. See AR, Tab 20, BVD at 15; MOL at 23. The record also shows that CISA viewed Integrity's proposed techniques as similar to existing practices, and that Integrity's reliance on those practices was not beneficial. See AR, Tab 18, PNM at 7.

In evaluating staffing approaches, the RFQ advised that the agency would assess the extent to which key personnel have the qualifications, appropriate experience and education, and certifications to perform their requisite functions. RFQ amend. 2, Instructions and Evaluation Criteria at 11-12. Key personnel would also be evaluated based on their experience managing similar contracts. *Id.* at 12. Additionally, the RFQ advised that the agency would assess whether each vendor's staffing plan was sufficient to support the requirement. *Id.* at 11.

As noted above, CISA assigned an adjectival rating of "some confidence" to Integrity's staffing plan. AR, Tab 20, BVD at 17. CISA assigned one weakness to the firm's proposal because CISA was concerned that Integrity lacked staffing resources to support the contract since the firm also holds another task order contract with a separate CISA entity. *Id.*; see also AR, Tab 11, Integrity Phase 2 Technical Quotation at 3 (explaining that Integrity was recently awarded a contract with a separate CISA entity).

Although CISA raised this issue when conducting discussions by asking Integrity to explain how the firm will support both the instant acquisition and the other contract, the agency ultimately concluded that the firm's quotation did not demonstrate the ability to provide sufficient staffing resources for both the instant acquisition and the other contract. AR, Tab 20, BVD at 16; AR, Tab 18, PNM at 8-9. As evidence, CISA pointed out that, during the period between the submission of initial and revised proposals, one of Integrity's key personnel left the firm, and that Integrity's replacement employee had inferior qualifications. AR, Tab 20, BVD at 16. CISA also pointed out that Integrity sought to use excess personnel from its other contract, but that those personnel lack the requisite skillsets. COS at 22.

On this record, we have no basis to object to the evaluation. Our review confirms that one of Integrity's key personnel left the firm, and that Integrity proposed a replacement employee with inferior qualifications.<sup>7</sup> AR, Tab 13, Integrity Addendum at 10-11. To illustrate, the former employee was described as an expert in finance and procurement management systems, but the replacement employee was only described as having some training in these systems.<sup>8</sup> *Id.* (former employee was an "FFMS and PRISM expert that has performed complex finance and budget analysis for [the agency]" while the replacement employee has been "trained in use of FFMS and PRISM"). Further, the employee's resume explains that the candidate recognizes the importance of "becoming proficient" in the financial and procurement management systems, which we agree means that the candidate is not an expert. AR, Tab 13, Integrity Addendum at 14 ("[The

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<sup>7</sup> After submitting its initial proposal, the agency hired Integrity's former employee in November 2020. AR, Tab 13, Integrity Addendum at 13.

<sup>8</sup> The systems include the Federal Financial Management System (FFMS) and a procurement data system referred to as PRISM. See RFQ amend. 2, SOW at 8-9; RFQ amend. 2, Instructions and Evaluation Criteria at 5.

candidate] understands the importance in learning and becoming proficient in utilizing the in-house financial system”). Thus, consistent with the agency’s position, we think the agency could reasonably conclude that the firm lacked sufficient staffing resources because the inability to replace a key employee with another equally qualified individual indicates that the firm’s staffing resources may be limited.

Additionally, our review confirms the agency’s position that Integrity’s staffing plan will rely to some degree on transferring employees between the instant acquisition and the other contract. See AR, Tab 13, Integrity Addendum at 11-12 (noting that excess staff from the other contract can be assigned to the instant acquisition, and that the firm will rely on transfers between Integrity contracts). According to CISA, exchanging employees between these contracts is not a successful approach because the contracts require employees with varying skillsets. COS at 22. Thus, we agree that the agency was reasonably concerned about Integrity’s staffing resources because the firm planned to use employees that were not well-suited for this particular acquisition. See *id.*

We also do not find persuasive Integrity’s argument that CISA’s concern was unreasonable because the firm identified other available staffing resources (*e.g.*, a recruiting pipeline). See Comments at 8-12. The record shows that the agency considered these additional measures as inadequate given Integrity’s preference to rely on exchanging personnel between the two contracts. See COS at 22-23. Because our review of Integrity’s quotation confirms that Integrity planned to exchange or transfer personnel to staff the initial phase of performance, we do not consider the agency’s evaluation to be unreasonable. See AR, Tab 13, Integrity Addendum at 12 (“We do not need to actively recruit to fill Base Year staff requirement thereby reducing staffing risk to the Government[.]”). Accordingly, we deny this protest allegation.

### Unequal Treatment

Integrity complains that CISA unequally evaluated both its and GMS’s quotations by unevenly assigning strengths. See Comments at 20-22. CISA responds that Integrity’s quotation did not present the same features as GMS’s quotation. Agency’s Response, May 21, 2021, at 2.

It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation’s requirements and evaluation criteria. *Cellco P’ship dba Verizon Wireless*, B-418155.4, B-418155.5, Nov. 5, 2020, 2020 CPD ¶ 364 at 9. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors’ quotations. *Id.*

First, Integrity asserts that the agency unequally evaluated the quotations under the management approach factor. Comments at 21. The firm argues that GMS was assigned a strength for proposing to team with a “leading industry expert,” but that Integrity was not assigned a strength despite the fact that its quotation also proposed a

similar teaming arrangement.<sup>9</sup> *Id.*; see also Supp. Comments at 5 (arguing that the firm's teaming partner has a verified track record of success).

We have no basis to conclude that the agency unequally evaluated the quotations. The agency explains that GMS was assigned a strength because it proposed to team with a leading industry expert in financial business operations, advisement, and organizational tools and development. Supp. COS at 1; see also AR, Tab 17, TET Consensus Report at 11. In contrast, the agency points out that Integrity proposed to team with a firm with experience providing acquisition support, program management, data analytics, and procurement policy development. Supp. COS at 1; see also AR, Tab 13, Integrity Addendum at 5 (representing its teaming partner as an "industry recognized leader" in those areas). Further, the agency explains that GMS's teaming partner's experience addresses more critical aspects of the SOW, and that therefore GMS's proposed partnership will yield more performance benefits than Integrity's proposed partnership. Supp. MOL at 2-3; see also Supp. Decl. of TET Chair at 1.

To the extent the protester argues that its teaming partner has better qualifications than GMS's teaming partner, see Supp. Comments at 5, we note that argument simply disagrees with the agency's evaluation judgment because it disputes the relative worth of the teaming partners' attributes, and therefore does not provide us with a basis to sustain the protest. See *Government Acquisitions, Inc.*, B-401048 *et al.*, May 4, 2009, 2009 CPD ¶ 137 at 5 (arguments that the protester's proposal should have been rated higher constituted mere disagreement with the agency's judgment and do not provide a basis to sustain the protest). Thus, we deny this allegation because the record shows that Integrity and GMS proposed to use different teaming arrangements with third-party firms possessing different areas of expertise.

Second, Integrity asserts that CISA unequally evaluated quotations under the staffing approach factor. Specifically, Integrity argues that, like GMS, it should have been assigned a strength for having diverse federal government experience. Comments at 21-22; see also Supp. Comments at 8 (stating "the fact that GMS was provided a strength based on its experience with complex projects should lead to a commensurate strength being earned by Integrity for its nearly identically described experience with

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<sup>9</sup> To the extent Integrity asserts that the agency unreasonably evaluated GMS's proposal by assigning a strength based on the teaming arrangement, we dismiss that allegation as untimely. Our regulations require that any allegation, not challenging the terms of a solicitation, be filed within 10 days of when the protester knew or should have known the factual basis for its challenge. 4 C.F.R. § 21.2(a)(2). Here, Integrity received GMS's quotation and the evaluation documents as part of the agency's report on April 22, 2021, but did not challenge the evaluation of the awardee's quotation until May 25. See Comments at 20-22 (arguing that the agency unequally assigned strengths based on the proposed teaming arrangements) *with* Supp. Comments at 3-6 (arguing that the content of the awardee's quotation does not support the agency's evaluation).



complex federal projects”). CISA responds that GMS was not assigned a strength for merely having diverse federal government experience, but rather because the firm’s quotation better described how the firm would manage the staffing requirements. Supp. Decl. of TET Chair at 2.

On this record, we conclude that the protester has not provided us with any basis to object to the agency’s evaluation because the protester’s characterization of the assigned strength is inaccurate. Contrary to the protester’s allegation, GMS’s staffing approach was assigned a strength because the firm thoroughly described its approach, and supported its description using examples of its experience adapting to various staffing challenges. AR, Tab 17, TET Consensus Report at 12; *see also* Supp. COS at 2 (explaining that CISA evaluated vendors’ quoted past experience and staffing approaches separately). Indeed, the agency explains that GMS was assigned the strength at-issue because the firm provided comprehensive descriptions of its organizational structure, contract suitability, and candidate pipeline. Supp. Decl. of TET Chair at 2. Thus, we deny this allegation because the record does not show that CISA unevenly evaluated staffing approaches based on the vendors’ levels of experience. *See* Supp. COS at 2.

Moreover, even if CISA unevenly assigned a strength based on GMS’s level of experience, we do not think that this error would have caused Integrity to suffer competitive prejudice. Competitive prejudice is an essential element of every protest, and our Office will not sustain a protest unless the protester proves that, but for the agency’s actions, it would have had a substantial chance of receiving the award. *Alexandra Constr., Inc.*, B-417212, Apr. 2, 2019, 2019 CPD ¶ 132 at 6; *accord Ortho-Clinical Diagnostics, Inc.*, B-418324, Feb. 27, 2020, 2020 CPD ¶ 78 at 5. Here, we conclude that the protester did not suffer any competitive prejudice because the tradeoff analysis did not conclude that GMS’s quotation was better due to the firm’s prior experiences staffing federal contracts. *See* AR, Tab 20, BVD at 17-18. Instead, the source selection decision shows that GMS’s approach to procurement innovation, knowledge of the agency’s requirement, teaming agreement, and thorough explanation of precisely how the firm will staff the requirement constituted the distinguishing features between the quotations. *Id.* Accordingly, we deny the protest allegation.

#### Source Selection Decision

Integrity complains that CISA unreasonably conducted the best-value tradeoff analysis. Specifically, Integrity argues that CISA unreasonably failed to consider the “true relative difference” between the offerors’ prices. Comments at 19. According to Integrity, CISA should have compared vendors’ total prices without including a \$5.7 million estimated value for other direct costs, travel, surge support, and transition services. *Id.* Integrity also argues the analysis was predicated on unreasonable technical evaluations. *Id.* at 22-23. CISA responds that it reasonably made the tradeoff determination in accordance with the RFQ’s criteria. MOL at 28-29.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by the tests of rationality and consistency with the stated evaluation criteria. *Ventera Corp.*, B-418871, B-418871.2, Oct. 5, 2020, 2020 CPD ¶ 345 at 10. In reviewing an agency's source selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Id.*

When submitting their total quoted prices, the RFQ instructed vendors to complete a pricing template. RFQ amend. 2 Instructions and Evaluation Criteria at 8. The RFQ explained that the "Government has already provided estimates for ODC [other direct costs] and Travel[.]" *Id.* The pricing templates also included estimated values for surge support and transition out services. RFQ amend. 2, Pricing Template. The RFQ advised that quoted prices would be evaluated for completeness. RFQ, amend. 2, Instructions and Evaluation Criteria at 12-13.

On this record, we have no basis to object to the source selection decision because CISA compared vendors' total prices inclusive of the provided estimated values. As noted, vendors were required to include the estimated values in their price quotations, and the RFQ contemplated that total quoted prices would be compared. See RFQ amend. 2, Instructions and Evaluation Criteria at 12-13. The RFQ did not advise, and the protester does not identify any evaluation criteria indicating, that the prices would be evaluated and compared exclusive of the estimated values. See Protest at 29; see *also* COS at 25. Thus, we deny this protest allegation because the agency considered the total prices consistent with the RFQ's evaluation criteria.

Moreover, while Integrity complains that the SSA noted that GMS's quoted price was only 33 percent higher than Integrity's quoted price, even though GMS's quoted price exclusive of estimated values was 53 percent higher than Integrity's similar price, we do not think that distinction is significant. Comments at 22-23. The SSA explicitly recognized that GMS's quoted total price was approximately \$5.98 million higher than Integrity's quoted total price. AR, Tab 20, BVD at 23. As a result, we conclude that the SSA reasonably understood the actual monetary difference between the quoted total prices. See *id.*; COS at 26. Thus, we deny this protest allegation because the SSA conducted the tradeoff with plain awareness of the difference between the quoted total prices.

Finally, we dismiss Integrity's assertion that the selection decision was unreasonable because it was predicated on an erroneous technical evaluation. Comments at 22-23.

We dismiss this allegation as derivative of Integrity's challenges--which we have denied--to its technical evaluation. *Picturae Inc.*, B-419233, Dec. 30, 2020, 2021 CPD ¶ 13 at 9 (derivative allegations do not establish independent bases of protest).

The protest is denied.

Thomas H. Armstrong  
General Counsel