



Decision

Matter of: Active Deployment Systems, LLC

File: B-422424

Date: June 17, 2024

Matthew T. Schoonover, Esq., Matthew P. Moriarty, Esq., John M. Mattox II, Esq., Ian P. Patterson, Esq., and Timothy J. Laughlin, Esq., Schoonover & Moriarty LLC, for the protester.

Olivia L. Lynch, Esq., James G. Peyster, Esq., and Roxanne N. Cassidy, Esq., Crowell & Moring LLP, for Deployed Resources, LLC, the intervenor.

Joseph M. Barbato, Esq., Department of Homeland Security, for the agency.

Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that solicitation provides insufficient and misleading information is denied where the record shows that the agency provided, through the solicitation and a required site visit, information sufficient for vendors to compete intelligently and on a relatively equal basis.

2. Protest that solicitation is unduly restrictive of competition and provides an unfair competitive advantage to incumbent contractor is denied where the requirement is reasonably necessary to meet the agency's needs and the record does not show any unfair action or preferential treatment.

DECISION

Active Deployment Systems, LLC (ADS), a small business of San Marcos, Texas, protests the terms of request for quotations (RFQ) No. 70B01C24Q0000074, issued by the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), for the construction of, and services supporting, a temporary soft-sided facility used to detain individuals for processing in North Eagle Pass, Texas. The protester contends that the terms of the solicitation provide insufficient information for intelligent competition, are unduly restrictive of competition, and provide an unfair competitive advantage to the incumbent contractor.

We deny the protest.

BACKGROUND

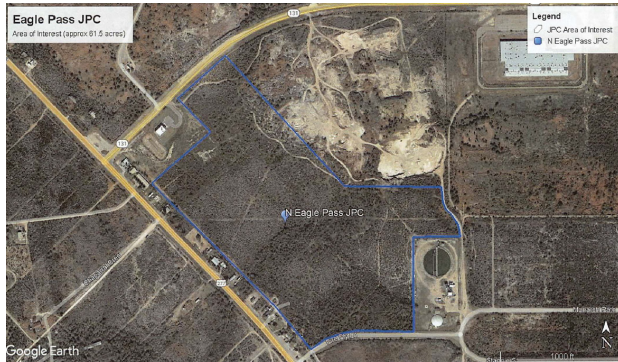
As relevant to the requirement being solicited here, CBP has a critical operational need to process and hold migrants crossing the southwest border. Memorandum of Law (MOL) at 1. To fill this need, the agency requires temporary soft-sided holding facilities, ancillary structures, services, and amenities to provide accommodations for holding and processing up to 1,125 detainees at the agency's property in North Eagle Pass, Texas. *Id.* at 1-2. The requirement was previously performed by Deployed Resources, LLC, pursuant to a task order issued under a competitively awarded CBP blanket purchase agreement (BPA) for temporary facilities. *Id.* at 1 n.3.

On February 22, 2024, ahead of the approaching expiration of the predecessor task order, the agency issued the RFQ to holders of a DHS multiple-award BPA for temporary facilities and services, seeking a vendor to construct and operate a temporary soft-sided holding facility in North Eagle Pass, Texas.¹ *Id.* at 1; Agency Report (AR), Exh. 4a, RFQ at 1, 7-8. The solicitation contemplates the issuance of a fixed-price task order with a 30-day stand-up period, a 4-month base period, and thirty-two 1-month option periods. *Id.* at 70.

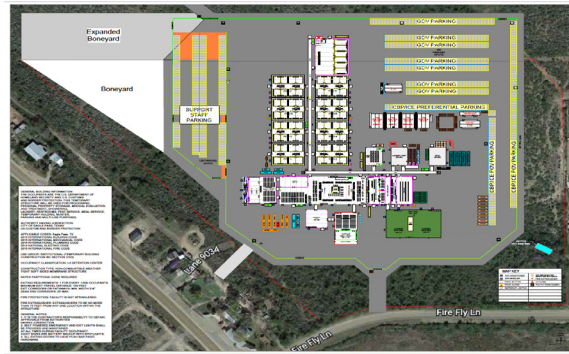
The statement of work (SOW) provides, as background, that "CBP requires additional capacity to accommodate the processing and holding" of individuals arriving at the southwest border, and that "[t]emporary soft-sided (tent) holding facilities, ancillary structures, and equipment are required to detain these individuals while other solutions are being developed." *Id.* at 16. The solicitation seeks a vendor to "provide all structures, materials, supplies, supervision, labor, equipment, services, and amenities to provide a fully-serviced turnkey solution for the stand-up and operation of temporary holding facilities." *Id.*

As part of the facility mobilization requirement, the contractor is required to perform site preparations to "ensure a firm, flat, and stable base for the deployment of the soft-sided structures, ancillary equipment, access, and parking/maneuvering of all vehicles around the site." *Id.* at 19. The SOW describes the site as "approximately 61.5 acres . . . as shown on Attachment A" and directs vendors to the aerial map "identifying the location and existing conditions relevant to the New Build and Period of Performance." *Id.* at 16, 18; see AR, Exh. 6a, SOW attach. A, Site Aerial. The SOW also includes a second attachment titled "North Eagle Pass [Soft-Sided Facility] Site Plan," and specifies that the "1,125-detainee capacity soft-sided facility" must have a "layout similar to Attachment B." *Id.* at 16; see AR, Exh. 6b, SOW attach. B, North Eagle Pass Site Plan. This site plan attachment is referenced throughout the SOW when directing vendors to "[u]tilize sample floor plan for preliminary layout." *Id.* at 26, 27, 29, 40.

¹ DHS established multiple-award BPAs for temporary facilities and support services under General Services Administration's Federal Supply Multiple Award Schedule pursuant to Federal Acquisition Regulation section 8.405-3. See Contracting Officer's Statement (COS) at 1; AR, Exh. 2, ADS BPA at 4.



Attachment A: Site Aerial



Attachment B: North Eagle Pass Site Plan

AR, Exh. 6a, SOW attach. A, Site Aerial; AR, Exh. 6b, SOW attach. B, North Eagle Pass Site Plan.

The RFQ provides that the task order will be issued on a best-value tradeoff basis considering four factors, listed in descending order of importance: (1) experience; (2) technical approach; (3) past performance; and (4) price. RFQ at 8. The solicitation further provides that the non-price factors, when combined, will be significantly more important than price. *Id.*

Under the technical approach factor, quotations will be evaluated for two elements: (1) narrative of planned approach; and (2) schedule of planned approach. *Id.* at 10-11. For the narrative of planned approach, the vendor must describe how they would “stand up a temporary encampment, manage the encampment operations and provide the necessary qualified support services staff required by the SOW.” *Id.* at 10. Quotations will be evaluated under this element on whether they demonstrate “a thorough understanding of the SOW” and “the ability to stand up, manage, operate, and provide the necessary qualified support services staffing required by the SOW.” *Id.* at 11. Under the schedule of planned approach element, vendors are required to submit “a detailed schedule showing the tasks involved to stand up a facility and provide the necessary support services staffing,” including a timeline for each task. *Id.* Proposed schedules will be evaluated on whether they demonstrate that the required tasks can be accomplished within the required timeline. *Id.*

For price, vendors are instructed to complete the provided pricing schedules covering the entire scope of services and “consider[ing] the location, response time, and equipment and services needed to meet the Government’s need.” *Id.* at 13. As relevant here, the provided pricing schedules include a section on mobilization, described as “one-time costs, includ[ing] all stand-up of facilities, infrastructure, equipment to make the site ready for operations to begin,” and listing “Soft-Sided Facility infrastructure” and “Site Prep” as included line items. *Id.* at 76.

The RFQ requires all potential vendors to attend a “pre-proposal site visit . . . to determine the site layout and to investigate utilities.” *Id.* at 18. By requiring the site

visit, the agency “aimed to provide potential quoters with a comprehensive firsthand understanding of the site’s layout, utilities, and logistical challenges.” COS at 3. On February 29, all five holders of the DHS BPA attended the site visit, including representatives of the protester. *Id.* at 3; see AR, Exh. 13, Site Visit Memorandum at 1. During the site visit, the vendors were “led around the perimeter of the parcel as depicted in SOW Attachment A via their own vehicles to see the parcel in full and were permitted access to walk the undeveloped land, and take pictures of the site.” COS at 4. The site visit, however, did not include access to the existing temporary facility, currently in use, “due to security and operational concerns.” *Id.* While the agency representatives leading the site visit responded to some oral questions, vendors were reminded to submit written questions by the deadline for submitting questions. *Id.*

The solicitation requested vendor questions by March 4, and the agency responded to the submitted questions on March 7. *Id.* at 5; RFQ at 2. In its response, the agency confirmed that the incumbent contractor will be permitted to propose the use of the existing temporary facility and will not be required to propose additional costs for standing up a new facility. AR, Exh. 10a, Responses to Vendor Questions at 2, 9. Several vendors raised concerns that the incumbent contractor would have an unfair competitive advantage without the additional mobilization burden required of other vendors. *Id.* at 2, 3, 8. The agency responded that an “incumbent contractor’s potential competitive advantage, gained by virtue of that contractor’s performing the incumbent contract, is not an unfair or improper competitive advantage and CBP is not required to attempt to equalize competition to compensate for that advantage.” *Id.*

The solicitation established the closing time and date of 5:00 p.m. Eastern Time on March 12, 2024. COS at 5; AR, Exh. 9, Agency Email Extending Quotation Deadline at 1. ADS filed this protest on March 12, prior to the time set for receipt of initial quotations.

DISCUSSION

ADS argues that the solicitation provides incomplete and misleading information that impedes vendors’ abilities to compete intelligently and on a relatively equal basis. Protest at 5-9. The protester also argues that the terms of the solicitation unduly restrict competition and give the incumbent contractor an unfair competitive advantage. *Id.* at 9-13. We have considered all of the protester’s arguments and find that none provides a basis on which to sustain the protest.

Incomplete and Misleading Information

The protester first contends that the terms of the solicitation deprive vendors of the ability to compete intelligently and fairly because the solicitation is missing material information and provides misleading or incomplete information. *Id.* at 5-9. Specifically, the protester alleges that the solicitation’s description of the current site conditions is misleading and incomplete because it does not include the area currently occupied by the incumbent facility in its description of the current site conditions. *Id.* The protester

asserts that, as a result, “non-incumbent offerors are unable to provide accurate site development plans and corresponding costs” because “it is unlikely that an encampment similar in layout” to the current encampment “can fit within the remaining space available.” *Id.* at 9. The protester further asserts that the site visit was insufficient because vendors were not given access to the current encampment. Comments at 8-9.

The agency responds that the solicitation as a whole provides sufficient information for vendors to understand the current site conditions and the land available for the new facility. MOL at 5-7. In this regard, the agency contends that the aerial map attachment, together with the current facility site plan attachment and the required pre-quotation site visit, provides sufficient information about the actual site conditions to allow vendors to compete on a common basis. *Id.* The agency further asserts that the solicitation requirements are clear and that the protester’s own assertions show that it does not lack any information or is being misled. *Id.*

As a general rule, a solicitation must be drafted in a fashion that enables vendors to intelligently prepare their quotations and must be sufficiently free from ambiguity so that vendors may compete on a common basis. *ACME Endeavors, Inc.*, B-417455, June 25, 2019, 2019 CPD ¶ 224 at 3. However, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective vendor. *Trademasters Serv., Inc.*, B-418522, June 3, 2020, 2020 CPD ¶ 185 at 7-8. To the contrary, an agency may provide for a competition that imposes maximum risks on the contractor and minimum burdens on the agency, provided the solicitation contains sufficient information for vendors to compete intelligently and on equal terms. *Phoenix Env'tl. Design, Inc.*, B-411746, Oct. 14, 2015, 2015 CPD ¶ 319 at 3.

Based on our review of the record, we conclude that the agency provides sufficient information in the solicitation to permit vendors to compete intelligently and on a relatively equal basis. In this regard, while the protester correctly points out that the aerial map does not show the existing facility (currently occupying a portion of the site), we find that the solicitation as a whole provides sufficient information to provide vendors a common understanding about the land available for the new facility. For example, the site plan drawing shows the layout of the incumbent structure as occupying a portion of the land shown on the aerial map, including the adjacent Fire Fly Lane, the same curved road shown as the southernmost demarcation of the figure on the aerial map.²

² The protester asserts that “a snapshot taken from Google Maps” shows “the Maverick County property in Eagle Pass, [Texas] as it looks today,” including the location of the current facility on the property shown on the aerial map, to argue that the aerial map attachment without the current facility provided incomplete and misleading information. See Protest at 7. The protester’s assertion in this regard, however, supports the agency’s position that a reasonable vendor could easily confirm information in the solicitation about the location of the current facility layout (as shown on the site plan attachment) *vis-à-vis* the property shown on the aerial map attachment.

See AR, Exh. 6b, SOW attach. B, North Eagle Pass Site Plan; AR, Exh. 6a, SOW attach. A, Site Aerial. As a result, the missing detail on the aerial map does not prevent potential vendors from considering the two attachments together to understand the size and location of the existing encampment on the site.

Moreover, the required site visit allowed vendors to confirm in person the portion of the land that would be available for a new encampment. During the site visit, vendors were “led around the perimeter of the parcel as depicted in SOW Attachment A via their own vehicles to see the parcel in full and were permitted access to walk the undeveloped land.” COS at 4. If the solicitation had created any uncertainty as to the portion of the land occupied by the incumbent encampment and the portion available for a new encampment, the site visit should have eliminated such uncertainty.

In addition, following the site visit, the agency responded to vendor questions on this issue, which further clarified any uncertainty. Specifically, one vendor prefaced its question with the statement that, “[a]t the site visit *it was made clear* by the government representative that offerors, other than the incumbent . . . , are required to submit an offer that sets up the base camp on an unimproved area of land directly across from the current site.” AR, Exh. 10a, Response to Vendor Questions at 8 (emphasis added). The agency’s response confirmed this vendor’s understanding. *Id.* The agency also provided several additional attachments with its response to vendor questions, including a site survey that describes the property as 62.76 acres of land and, “[w]ithin those 62.76 acres, 25.70 acres consists of the existing [soft-sided facility] and 37.06 acres are currently undeveloped.”³ AR, Exh. 10b, Site Survey at 2.

On this record, we find that the solicitation, including the SOW attachments supplemented by the site visit and responses to vendor questions, provides vendors with information sufficient for them to understand the current site conditions and to put together an intelligent quotation based on that information. As noted, there is no requirement that a competition be based on specifications drafted in such detail as to completely eliminate all risk or remove every uncertainty from the mind of every prospective vendor. *Trademasters Serv., Inc., supra.*

The protester further asserts that the site visit was inadequate because vendors were not given access to the current encampment. Comments at 8-9. The protester argues that the knowledge of the land occupied by the current encampment is “critical” because

³ The environmental site survey, signed on October 2, 2023, was prepared “to document [the agency’s] consideration of the potential environmental impacts of a proposal to purchase 62.76 acres of land in Eagle Pass, Maverick County, Texas, and to construct, operate, and maintain a permanent, multi-agency facility to support humanitarian efforts along the southwestern border.” AR, Exh. 10b, Site Survey at 1. The site survey explains that the “62.76-acre site . . . includes 25.70 acres of land currently leased . . . for the North Eagle Pass soft-sided processing facility,” and that the soft-sided facilities are “temporary” structures that would “remain until no longer needed.” *Id.*

the agency confirms that this portion of the land would “become available to the awardee of the new [task order]” upon demobilization of the existing temporary facility. *Id.* at 9, quoting MOL at 8. The protester, however, has not shown why vendors need access to the existing facility in order to compete intelligently and on a relatively equal basis when, as noted above, the agency clarified that non-incumbent vendors are “required to submit an offer that sets up the base camp on an unimproved area of land directly across from the current site.” See AR, Exh. 10a, Response to Vendor Questions at 8. Moreover, the protester fails to note that the agency’s statement about the later availability of the land occupied by the current encampment is immediately followed by the agency’s explanation that the area will not be used to set up the new encampment but will “follow[] establishment of the new site,” to be used for “future performance, such as any later-executed option tasking or facility expansion.” MOL at 8. Therefore, we see no basis to find that the site visit was inadequate or deprived vendors of the ability to compete intelligently and fairly for the solicited requirement.

Based on this record, we conclude that the solicitation as a whole provides sufficient information to permit vendors to compete intelligently and on a relatively equal basis.

Restrictive Requirement and Unfair Competitive Advantage

ADS also contends that the terms of the solicitation give the incumbent contractor an unfair competitive advantage. In this regard, the protester argues that the solicitation treats the incumbent contractor preferentially by allowing it to propose the existing encampment despite requiring non-incumbent vendors to mobilize a new encampment on undeveloped land. Protest at 9-13. The protester asserts that only the incumbent contractor is exempt from the requirement to propose a technical approach and cost for mobilizing a new encampment within a 30-day period. *Id.* Moreover, because the resulting task order will have a 4-month ordering period and thirty-two 1-month option periods, the protester argues that a non-incumbent vendor would have no incentive to invest in the uncertain endeavor. *Id.* ADS argues that these solicitation terms show a “disparate and preferential treatment of the incumbent” and “will ultimately restrict competition and result in offerors competing on an unequal basis.” *Id.* at 13.

The agency responds that its requirement for site preparation and mobilization of a new encampment for non-incumbent vendors is necessary to ensure operational continuity during transition. MOL at 9-10. DHS also contends that the 30-day mobilization and month-to-month option periods are needed for operational continuity and flexibility to accommodate the unpredictable ebb and flow of migrants at this location. *Id.* at 10. The agency argues that it is not required to abandon its legitimate needs in order to attempt to equalize the competition to compensate for the incumbent’s natural advantage. *Id.* at 10-11. DHS notes that four of the five holders of the DHS BPA submitted quotations in response to the solicitation, thereby demonstrating that the terms of the solicitation did not discourage competition. *Id.* at 4.

Agencies must specify their needs in a manner designed to permit full and open competition and may include restrictive requirements only to the extent they are

necessary to satisfy the agencies' legitimate needs or as otherwise authorized by law. 41 U.S.C. § 3306(a). Where a protester challenges a specification or requirement as unduly restrictive of competition, the procuring agency has the responsibility of establishing that the specification or requirement is reasonably necessary to meet the agency's needs. *Remote Diagnostic Techs., LLC*, B-413375.4, B-413375.5, Feb. 28, 2017, 2017 CPD ¶ 80 at 3-4. We examine the adequacy of an agency's justification for a restrictive solicitation provision to ensure that it is rational and can withstand logical scrutiny. *DynCorp Int'l, LLC*, B-418742.2, Sept. 25, 2020, 2020 CPD ¶ 318 at 6.

While a requirement might place a firm at a competitive disadvantage, the fact that a requirement may be burdensome or even impossible for a particular firm to meet generally does not make it objectionable if the requirement properly reflects the agency's needs. See *King Constr. Co., Inc.*, B-298276, July 17, 2006, 2006 CPD ¶ 110 at 5. A protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them, without more, does not show that the agency's judgment is unreasonable. *Emax Fin. & Real Estate Advisory Servs., LLC*, B-408260, July 25, 2013, 2013 CPD ¶ 180 at 4.

Based on our review of the record, we find that the agency has established that the protested requirements are reasonably necessary to meet the agency's needs. The solicitation here articulates the agency's need for the temporary additional capacity to "accommodate the processing and holding" of individuals "arriving at the southwest border." RFQ at 16. The agency explains that, because of this continuing need, the existing facility operated by the incumbent contractor must continue to provide holding capacity until a new facility is fully mobilized and ready for occupancy. COS at 2-3. The agency states that to award the requirement to a non-incumbent vendor requires the mobilization of a new facility at an adjacent site to "avoid[] an overlap of demobilization activities by the old contractor, dismantling the existing structure, with remobilization by the new contractor, standing-up a new structure on the same footprint--with CBP continuing to hold and process individuals in a safe and timely manner." *Id.* at 3. The agency contends that this approach is necessary to "prevent[] potential health and safety impacts of CBP employees, contractors, and detainees being present in an active construction site" and to "avoid[] the logistical and cost challenges of a scenario where some of the detainee population has to be held/processed elsewhere due to ongoing de- and re-mobilization efforts." *Id.*

With respect to the requirement for vendors to perform site preparation and mobilization within 30 days of award, the agency asserts that this timeline is necessary to "avoid[] a gap due to the end of the period of performance under the previously awarded [task order]." *Id.* at 2. The agency notes that this period is "the same as, or more than for other [soft-sided facilities] previously established under other [task orders]" and thus is "not unreasonable." *Id.* With respect to the thirty-two 1-month option periods, the agency explains that these periods are cost-saving measures that provide the necessary operational flexibility to accommodate the unpredictable ebb and flow of the migrant population at the location without paying for unneeded services under a longer period of performance. *Id.* In this regard, the CBP intends the soft-sided facilities to be

“a temporary solution until the permanent solution is developed and implemented,” at which time “the need for additional capacity could dissipate to the point where a temporary [soft-sided facility] is no longer an operational requirement.” *Id.*

On this record, we find that the agency has articulated a legitimate need to continue holding and processing the migrants currently occupying the incumbent facility in a safe and timely manner during any transition. In this regard, the agency considered and rejected the approach suggested by the protester--allowing “demobilization activities by the old contractor, dismantling the existing structure, with remobilization by the new contractor, standing-up a new structure on the same footprint”--as presenting an unacceptable risk of disrupting mission-critical operations and creating potential health and safety concerns. *Id.* at 3. Although ADS argues that such a transition can be achieved safely and in a manner that minimizes disruption, the protester’s disagreement with the agency’s judgment in this regard does not show that the agency’s judgment is unreasonable. See *Emax Fin. & Real Estate Advisory Servs., LLC, supra.*

With respect to the protester’s allegation of unfair competitive advantage, our office has explained that an incumbent contractor’s competitive advantage, which was gained by virtue of that contractor’s performance on the incumbent contract, is not an unfair or improper competitive advantage. *Assured Performance Sys. Inc.*, B-418233.2, Mar. 10, 2020, 2020 CPD ¶ 101 at 5. An agency is not required to attempt to equalize competition to compensate for such a naturally occurring incumbent advantage unless there is evidence of preferential treatment or other improper action. *Lynchval Sys. Worldwide, Inc.*, B-420295.4, Apr. 26, 2022, 2022 CPD ¶ 103 at 11. The existence of an advantage, in and of itself, does not constitute preferential treatment by the agency, nor is such a normally occurring advantage necessarily unfair. *LOGMET LLC*, B-421838, Oct. 5, 2023, 2023 CPD ¶ 237 at 6.

Here, the incumbent contractor has performed site preparation and facility mobilization as part of its performance under the incumbent contract. Due to this incumbency, the incumbent contractor is in a unique position to propose little or no additional work or costs for the solicitation’s mobilization requirement. Based on our review of the record, we find that this advantage, even if ultimately dispositive, is one that was gained naturally by virtue of performance on the incumbent contract. Further, the protester has not presented any evidence that the advantage resulted from preferential treatment or other improper action on the part of the agency. While the protester contends that it cannot compete fairly under the existing solicitation, the fact that a requirement may be burdensome, or even impossible for a particular firm, does not make it objectionable if the requirement meets an agency’s legitimate needs. See *Advanced Commc’n Cabling, Inc.*, B-410898.2, Mar. 25, 2015, 2015 CPD ¶ 113 at 6-7.

The protester posits that the advantage enjoyed by the incumbent contractor here is different from--and much greater than--an “ordinary incumbent advantage” of technical expertise and functional knowledge of associated costs that are typically acquired by performing the incumbent contract. Comments at 2-5. The protester bases its argument on the premise that the incumbent advantage here is not due to experience

gained in performing the work, but rather to the incumbent contractor's current location on government property and the equipment (*i.e.*, mobilized soft-sided facility) that the contractor has obtained by virtue of its incumbent status. *Id.*

The protester's arguments in this regard misunderstand our prior decisions where we explained that an incumbent advantage is not unfair or improper unless there is evidence of preferential treatment or other improper action by the agency. See *Lynchval Sys. Worldwide, Inc., supra*. Naturally occurring--and thus not unfair or improper--incumbent advantages are not limited to informational, experiential, or inconsequential advantages. See, e.g., *D&G Support Servs., LLC*, B-419245, B-419245.3, Jan. 6, 2021, 2021 CPD ¶ 15 at 6 (finding an incumbent contractor's ability to retain incumbent personnel was not an unfair or improper competitive advantage); *Northrop Grumman Corp.*, B-285386, Aug. 1, 2000, 2000 CPD ¶ 124 at 5-6 (finding an incumbent contractor's development of system interface under prior contract did not confer unfair or improper competitive advantage in subsequent procurement of another system required to interface with the incumbent-developed system); *Crux Computer Corp.*, B-234143, May 3, 1989, 89-1 CPD ¶ 422 at 5 (finding that the development of a system under prior agency contract was not evidence of preferential treatment in subsequent competition for the system).

Rather, the more appropriate inquiry is whether there is evidence of preferential treatment or other improper agency action that created the alleged incumbent advantage. See, e.g., *Smith & Wesson*, B-232681.2, B-232681.3, Feb. 9, 1989, 89-1 CPD ¶ 134 (finding that the addition of "generic and other" costs to proposed prices of all offerors except the incumbent for transportation and transition costs was an unfair competitive advantage when the incumbent's status resulted from the agency's prior flawed procurement); *C2C Innovative Sols., Inc.*, B-416289, B-416289.2, July 30, 2018, 2018 CPD ¶ 269 at 9-11 (finding that an unfair competitive advantage resulted from the agency's failure to investigate possible organizational conflict of interest stemming from the incumbent contractor's access to competitively useful non-public information).

Here, we find no evidence in the record that the competitive advantage the incumbent contractor obtained from performing under the incumbent contract was the result of preferential treatment or other improper action on the part of the agency. Therefore, we find that the protester has not demonstrated evidence of an unfair competitive advantage.

The protest is denied.

Edda Emmanuelli Perez
General Counsel