



## Decision

**Matter of:** Alamo City Engineering Services, Inc.

**File:** B-422901.2

**Date:** January 31, 2025

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Bradley D. Newberry, Esq., Alamo City Engineering Services, Inc., for the protester. Pamela Marple, Esq., and Christopher O'Brien, Esq., Greenberg Traurig, LLP, for Advantaged Solutions, Inc., the intervenor.

Ashley M. Kelly, Esq., Defense Logistics Agency, for the agency.

Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest challenging terms of the solicitation as unduly restrictive of competition and contention that protester was improperly eliminated from consideration as a qualified source are dismissed as untimely.
  2. Protest alleging agency acted in bad faith is dismissed for failing to set forth a factually sufficient basis of protest.
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### DECISION

Alamo City Engineering Services, Inc. (ACES), of Spring Branch, Texas, protests the issuance of an order to Advantaged Solutions, Inc., of Washington, District of Columbia, under request for quotations (RFQ) No. SP4701-24-Q-0159, issued by the Defense Logistics Agency (DLA) for brand name information technology (IT) services. The protester contends the solicitation included unduly restrictive requirements, that the awardee was pre-selected, and that the agency failed to give serious evaluation consideration to ACES's quotation.

We dismiss the protest.

### BACKGROUND

On August 20, 2024, using the General Services Administration's (GSA) eBuy website and under the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, DLA issued the solicitation to holders of GSA federal supply schedule (FSS) schedule 70 contracts and to holders of Department of Defense (DOD) Enterprise Software Initiative

(ESI)<sup>1</sup> Blanket Purchase Agreements (BPAs) under FSS schedule 70, seeking to purchase IT services. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2; Agency Report (AR) Exh. 1, RFQ at 1, 3, 69.<sup>2</sup> Specifically, the solicitation informed vendors that as a result of the agency's currently used IT enterprise resource planning (ERP) software "SAP Suite 7 reaching end of life support in 2027, DLA had a requirement to upgrade to SAP S/4 HANA," and that the agency intended to place an order "against a GSA FSS Contract and/or a DoD ESI BPA" to meet this requirement.<sup>3</sup> COS/MOL at 2; see *also* RFQ at 8, 69.

The solicitation contemplated issuance of an order with a 1-year base period and a single 1-year option period on a primarily fixed-price basis with a time-and-materials component for travel. RFQ at 43, 69. The order would be issued on a lowest-priced, technical acceptable (LPTA) basis, considering the following three non-price factors: (1) level of effort/labor mix; (2) key personnel; and (3) technical approach. *Id.* at 70. The solicitation provided that "[t]echnical acceptability requires being acceptable for all non-price factors." *Id.*

On August 21, the agency issued a limited sources justification authorizing the procurement of "brand name SAP services from an authorized SAP reseller in support of the Enterprise Resource Planning (ERP) Program['s]. . . S/4 HANA Upgrade from

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<sup>1</sup> "Enterprise Software Initiative" is an initiative "led by the [DOD] Chief Information Officer to develop processes for [DOD]-wide software asset management." Defense Federal Acquisition Regulation Supplement (DFARS) 208.7401.

<sup>2</sup> The protester is represented by ACES's in-house counsel, who did not request issuance of a protective order in this matter. The agency provided an unredacted version of its report to our Office and a redacted version to the protester. Our discussion here is general in some respects to avoid reference to proprietary or source selective information. Unless otherwise noted, citations to the record are to the redacted version of the agency's report (the "AR"), and use the Adobe PDF document page numbers. We note instances where citations are to the unredacted version of the agency's report with "UAR."

<sup>3</sup> SAP Public Service, Inc., is a producer "of software for the management of business processes," and, specifically relevant here, "enterprise resource planning (ERP) software," such as SAP Suite 7. <https://www.sap.com/about/what-is-sap.html> (last visited Jan. 24, 2025). According to SAP's website, SAP S/4 HANA is an ERP "system with built-in intelligent technologies, including AI [artificial intelligence], machine learning, and advanced analytics," that "runs on SAP HANA--a market-leading in-memory database that offers real-time processing speeds and a dramatically simplified data model." <https://api.sap.com/products/SAPS4HANA/overview> (last visited Jan. 24, 2025).

Suite 7.” AR, Exh. 2, RFQ amend. 1 at 2.<sup>4</sup> Consistent with the solicitation, the limited source justification stated the resulting order would be placed against a GSA FSS contract or “may use” a DOD ESI BPA. *Id.* The justification acknowledged that while three ESI BPA holders offered SAP services on their BPAs, the agency decided “to issue the solicitation on an unrestricted basis via a Request for Quotation (RFQ) posted to the GSA e-Buy System,” in an effort to obtain the best value through “multiple proposals from authorized resellers.” *Id.* at 6.

Regarding the need to limit competition to authorized resellers of brand name SAP software and services, the limited sources justification provided:

DLA’s ERP solution is a cohesive SAP business environment with multiple integrations and customizations that enable DLA to establish end-to-end processes to fulfill logistics and financial reporting requirements, streamline and use data sources effectively, reduce inefficient or non-value-added operations, and audit its resources so that it can monitor and make decisions about how the resources are allocated and utilized for the benefit of the warfighter and the U.S. taxpayer. There are integrations with some non-SAP software; however, the predominance is SAP.

DLA currently has a requirement to procure SAP Services to stand up S/4 Servers and upgrade the DLA ERP to S/4. DLA must upgrade the ERP Platform to SAP S/4 HANA by FY27 [fiscal year 2027]; the existing SAP Suite 7 platform the DLA ERP currently resides on will no longer be supported by SAP.

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In accordance with FAR 8.405-6(b)(1), the SAP brand name is essential to the Government’s requirements, and market research indicates that other companies’ similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency’s needs. The SAP software that has been integrated within DLA’s ERP is proprietary software developed by SAP, and DLA has established Business Processes and Laws Regulations and Policies (LRP) around those Business Processes. This task order will include the SAP services; SAP S/4 HANA is a new proprietary system that will replace SAP Suite 7 and requires certified SAP resellers, which are authorized to demonstrate what the S/4 HANA Business Processes are and how they compare to the Suite 7 Business Processes. SAP Public Services Inc. and its resellers are the only authorized service providers for these services. Any company other

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<sup>4</sup> On August 28 and September 4, the agency amended the RFQ three more times, however, the solicitation terms relevant here--intent to issue an FSS or FSS-BPA order on an LPTA basis for brand name SAP services--remained unchanged. COS at 4; see *generally* AR, Exh.3, RFQ amend. 2; Exh. 4, RFQ amends. 3 and 4.

than an authorized service provider would not have the necessary and unique access to current SAP system details required to perform this effort.

AR, Exh. 2, RFQ amend. 1 at 3-4.

On August 28, ACES sent an email to the agency “to confirm receipt of the questions” it had submitted during the solicitation’s question and answer period. AR, Exh. 5, ACES Pre-Award Protest at 11, unnumbered attach., Email Exchange between DLA and ACES, Aug. 28, 2024. The agency responded that same day, informing ACES that it had not received “an email or phone call concerning subject requirement,” following with the statement, “Please be advised this RFQ is for DOD ESI vendors as documented in the RFQ.” *Id.* On September 4, prior to the time set for receipt of quotations, ACES filed a pre-award protest (B-422901) with our Office “based on DLA misrepresentations regarding the RFQ and inadequate responses to questions asked during the solicitation process.” AR, Exh. 5, ACES Pre-Award Protest at 1. Specifically, ACES argued the solicitation “imposed unduly restrictive requirements that favor one particular vendor and unfairly disadvantage ACES,” and that “by improperly eliminating ACES as a qualified source, the DLA is violating the requirement that it obtain full and open competition.” *Id.* at 2. Further, ACES maintained that DLA had failed to “provide appropriate justification--if any exists--for the exclusion of GSA FSS contract holders as qualified offerors,” and that the agency had not provided “adequate responses to a potential contractor’s questions concerning unduly restrictive requirements for the submission of offers.” *Id.*

On September 9, the agency issued amendment 5 to extend the due date for receipt of quotations to September 13, and on September 10 DLA issued amendment 6 to provide additional answers to vendor questions. AR, Exh. 6, RFQ amend. 5 at 1; Exh. 8, RFQ amend. 6 at 1. On September 10, ACES withdrew its pre-award protest. AR, Exh. 7, ACES Withdrawal at 1. In its withdrawal notice, ACES represented:

The consideration for the withdrawal was assurances from the Defense Logistics Agency that the deadline to respond to Request for Quotations [No.] SP4701-24-Q-0159 is now Friday, September 13, 2024 at 3:00 PM EST. Additional consideration provided were the pending responses to the remaining questions by the DLA Contracting Officer.

*Id.* As a result of ACES’s voluntary withdrawal of its pre-award protest, our Office closed the protest without further action. B-422901, Electronic Protest Docketing System (Dkt.) No. 11 (confirming of withdrawal of protest).

On September 13, ACES submitted a quotation responding to the RFQ; two other vendors also submitted timely quotations. AR, Exh. 27, Award Decision at 3; see *generally* UAR, Exh. 21, ACES Initial Quotation. The evaluators found ACES’s initial quotation technically unacceptable under two of the three evaluation factors and, therefore, technically unacceptable overall. UAR, Exh. 22, ACES Initial Evaluation at 1.

The agency conducted two rounds of discussions with each vendor, including ACES. AR, Exh. 27, Award Decision at 12, 19, 25. After evaluating final revised quotations, DLA found ACE's revised quotation was still technically unacceptable, primarily due to the protester's failure to provide certain required SAP services. COS/MOL at 13; UAR, Exh. 26, ACES Final Evaluation at 1-2, 5. According to the agency, "ACES['s] quote was determined to [be] unacceptable because it is not an SAP authorized reseller capable of providing all the requirements of the PWS [performance work statement]." COS/MOL at 12.

In contrast, the final revised quotations from the two other vendors were found to be technically acceptable. AR, Exh. 27, Award Decision at 25; UAR, Exh. 27, Award Decision at 25. The contracting officer, who also served as the source selection authority, reviewed the pricing of the two technically acceptable quotations, and after determining that Advantaged Solutions, Inc.'s quoted price of approximately \$107.9 million was fair and reasonable, selected Advantaged's quotation as the best value. AR, Exh. 27, Award Decision at 28-29, 32. Although, Advantaged Solutions is a DOD ESI BPA holder, the agency issued the order directly against Advantaged's FSS contract, rather than under the ESI BPA. *Id.* at 29; COS at 9; AR, Exh. 2, RFQ amend. 1 at 6; Exh. 28, Issued Order at 1-2.

Following notification of the award decision, ACES filed this post-award protest with our Office.

## DISCUSSION

The protester raises a variety of challenges to what it characterizes as the agency's unfair treatment "and [b]ias or [f]avoritism in favor of" the awardee. Protest at 1. In large part, ACES re-raises the same contentions included in the vendor's pre-award protest regarding the solicitation's unduly restrictive requirements, the insufficiency of the agency's limited sources justification, and the unreasonableness of DLA eliminating ACES as a qualified source. *Compare id.* at 1-2 with AR, Exh. 5, ACES Pre-Award Protest at 1. Referencing DLA's August 28th email that advised ACES "this RFQ is for DOD ESI vendors," the protester asserts ACES was "eliminated as a qualified source without providing any legitimate basis." Protest at 2; *see also* AR, Exh. 5, ACES Pre-Award Protest at 2, 11, unnumbered attach., Email Exchange between DLA and ACES, Aug. 28, 2024. The protester contends this email represents "[t]he unwarranted addition of restrictive requirements not contained in the RFQ resulting in a lack of competition, determination that ACES was not a qualified source, along with unfair and unequal treatment resulting in wrongful bias and favoritism on the part of DLA." Protest at 2; *see also* AR, Exh. 5, ACES Pre-Award Protest at 2. The protester claims, that as a result, "ACES' proposal did not receive full consideration due to its unwarranted exclusion from the procurement and DLA's inadequate responses" to solicitation questions. *Id.*

Also, as in its pre-award protest, ACES alleges that, despite the RFQ providing for award to *either* a GSA FSS contract holder *or* a DOD ESI BPA holder, the agency "hand

selected three” BPA holders to compete for the requirement, and that “ACES believes the Agency never intended to award this RFQ to any of the eligible GSA FSS contract holders.” *Compare* Protest at 2-3 with AR, Exh. 5, ACES Pre-Award Protest at 3. In addition to re-raising these earlier contentions, the protester now alleges that “ACES was never seriously considered for the Award,” that “ACES did not receive a proper technical evaluation, if any,” and that Advantaged Solutions “was the intended awardee from the very beginning.” Protest at 2-3.

The agency asks our Office to dismiss the protest as untimely. COS/MOL at 13-14. For the reasons explained below, we dismiss the protest, in part, as untimely, and, in part, for failing to set forth factually sufficient bases of protest. While our decision does not address in detail every argument, or permutation thereof, presented by the protester, we have considered them all, and conclude none provides a basis to sustain the protest.

### Unduly Restrictive Requirements

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Legal Interpreting Servs.*, B-422536 *et al.*, July 24, 2024, 2024 CPD ¶ 180 at 6. Our timeliness rules specifically require that a protest based on alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial submissions be filed before that time. *Id.*; 4 C.F.R. § 21.2(a)(1). Underlying our regulations in this regard is the principle that challenges which go to the heart of the ground rules by which a competition is conducted should be resolved as early as practicable during the solicitation process, but certainly in advance of an award decision, not afterwards. *Continental Staffing, Inc.*, B-299054, Jan. 29, 2007, 2007 CPD ¶ 18 at 4.

Such a rule promotes fundamental fairness in the competitive process by preventing an offeror from taking advantage of the government as well as other vendors, by waiting silently only to spring forward with an alleged defect in an effort to restart the procurement process, potentially armed with increased knowledge of its competitors’ position or information. *Armorworks Enters., LLC*, B-400394, B-400394.2, Sept. 23, 2008, 2008 CPD ¶ 176 at 7. It also promotes efficiency by ensuring that concerns regarding a solicitation are raised before contractor and government resources are expended in pursuing and awarding the contract, thus avoiding costly and unproductive litigation after the fact. *Draeger, Inc.*, B-414938, Sept. 21, 2017, 2017 CPD ¶ 308 at 5.

Here, the protester’s challenges pertain, in part, to what it alleges to be unduly restrictive requirements in the RFQ and the insufficiency of the limited sources justification, which are the same arguments raised by ACES in its pre-award protest (B-422901). While the protester timely raised these challenges to the solicitation in the earlier pre-award protest, ACES voluntarily withdrew that protest. AR, Exh. 7, ACES Withdrawal at 1. Instead of proceeding with its pre-award protest, ACES chose to compete under the solicitation, inclusive of the various alleged defects it now attempts

to challenge after award. In this regard, the protester now contends that “DLA has failed to justify the requirement for a brand-name product,” arguing that its protest is timely “because the exclusion of ACES only became apparent upon the award announcement.” Comments at 1, 3. The protester contends the “restrictive language--requiring vendors to be ‘Authorized Resellers of SAP’ was not explicitly flagged as a barrier to competition during the procurement process,” and “[a]s a result, ACES was unaware that the requirements effectively precluded it from submitting a viable proposal.”<sup>5</sup> *Id.* at 3.

The protester’s contention, however, finds no support in the record and completely ignores the plain language of the solicitation and limited sources justification. The solicitation explicitly stated the purpose of the procurement was to “upgrade from SAP Suite 7 to SAP S/4 HANA,” and required that “[t]he Contractor shall provide SAP support services as set forth in this PWS [performance work statement].” RFQ at 8-9 (emphasis added); see also *id.* at 69 (stating the procurement was “for brand name SAP Support Services,” and that “DLA will use existing GSA schedules to obtain SAP support services”). Similarly, the limited sources justification specified it “authorizes and approves the procurement of *brand name SAP services from an authorized SAP reseller.*” AR, Exh. 2, RFQ amend. 1 at 2 (emphasis added).

In light of this clear and unambiguous language, coupled with the fact that ACES previously filed a pre-award protest challenging the solicitation and limited sources justification as unduly restrictive, we find the protester’s claim now--that only after award could it understand that not being a SAP reseller was a barrier to competition--to be unsupported by the record and unreasonable. Accordingly, the protester’s post-award attempt to resurrect ACES’s withdrawn pre-award protest is dismissed as an untimely raised challenge to the terms of the solicitation. See e.g., *Tyonek Global Servs., LLC; Depot Aviation Solutions, LLC*, B-417188.2 *et al.*, Oct. 4, 2019, 2019 CPD ¶ 354 at 15 (dismissing as untimely post-award challenge where agency’s amendment in response to pre-award protest expressly put offerors on notice of provision being protested post-award); *DCR Servs. & Constr., Inc.*, B-415565.2, B-415565.3, Feb. 13, 2018, 2018 CPD ¶ 125 at 4 (dismissing as untimely post-award challenge to alleged latent ambiguity where record revealed protester was aware of the patent ambiguity prior to the closing time for receipt of proposals).

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<sup>5</sup> The protester also argues that application of the SAP brand name restriction to exclude ACES’s quotation is unduly restrictive because ACES “successfully provided SAP services to DLA for a three (3) year period, consistently earning Exceptional” performance ratings. Comments at 2; see Protest at 3 (“ACES is a former ESI contract holder”). The fact that ACES, previously, may have provided SAP services to the agency under a different contract has no bearing on the procurement at issue in the present protest, however, as each procurement stands on its own. *Cyberdata Techs., Inc.*, B-417084, Feb. 6, 2019, 2019 CPD ¶ 34 at 6. The salient facts for purposes of the presently protested procurement are that ACES is not currently an SAP authorized reseller, and that ACES failed to include required SAP services in its quotation.

## Qualified Source

Other of the protester's challenges relate to ACES's allegation that it was "eliminated as a qualified source" due to not holding a DOD ESI BPA. Protest at 2. The firm makes this claim based on DLA's August 28th email, which stated "this RFQ is for DOD ESI vendors." Protest at 2; AR, Exh. 5, ACES Pre-Award Protest at 2, 11, unnumbered attach., Email Exchange between DLA and ACES, Aug. 28, 2024.

For protests based on other than alleged improprieties in a solicitation, our regulations require a protester to file no later than 10 days after the basis of protest is known or should have been known. 4 C.F.R. § 21.2(a)(2). Thus, ACES was required to protest its purported elimination within 10 days of the agency's August 28th email, which ACES did by filing its timely pre-award protest. AR, Exh. 5, ACES Pre-Award Protest at 2. As noted above, however, ACES withdrew its timely pre-award protest and chose to compete under the solicitation notwithstanding its apparent belief that it had been "eliminated as a qualified source." The protester's attempt to resurrect its withdrawn challenge--after award and more than three months after receipt of the agency's August 28th email also--is unquestionably untimely.<sup>6</sup> See e.g., *Tyonek Global Servs., LLC*;

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<sup>6</sup> In any event, even if the protester's challenges to the limitation of competition to DOD ESI BPA holders and ACES's elimination from the competition were timely--which they are not--neither challenge presents a factually sufficient basis of protest because the allegations are based on factually inaccurate premises. While the August 28 email ACES received from DLA incorrectly advised the competition was limited to DOD ESI BPA holders, the record demonstrates that DLA did not, in fact, limit the competition to only DOD ESI BPA holders. Rather, as explained above, the record shows the agency conducted the procurement among both GSA FSS contract holders and DOD ESI BPA holders--in accordance with the solicitation and limited sources justification--and issued the resulting order directly against the selected vendor's FSS contract, not under a DOD ESI BPA. RFQ at 69; AR, Exh. 2, RFQ amend. 1 at 2, 6; Exh. 27, Award Decision at 3, 29; Exh. 28, Issued Order at 1-2.

The record also reflects that ACES was not "eliminated as a qualified source," as claimed by the protester. Protest at 2. Instead, ACES submitted a quotation, ACES's initial quotation was fully evaluated, the agency conducted two rounds of discussions with ACES, and each of ACES's revised quotations was fully evaluated. AR, Exh. 27, Award Decision at 3, 9, 12, 16-19, 24-25, 27-28; see also generally UAR Exh. 21, ACES Initial Quotation; AR, Exh. 22, ACES Initial Evaluation; Exh. 23 ACES Initial Discussions Letter; Exh. 24, ACES Second Evaluation; Exh. 25, ACES Second Discussions Letter; Exh. 26, ACES Final Evaluation. Ultimately, ACES's final revised quotation was found technically unacceptable not because the protester was eliminated for not holding a DOD ESI BPA, but because the protester is not an authorized SAP reseller and ACES's quotation did not include the provision of required SAP services. COS/MOL at 12; see also UAR, Exh. 26, ACES Final Evaluation at 1-2, 5; Exh. 27, Award Decision at 27-28.

(continued...)



*Depot Aviation Solutions, LLC*, *supra*; *Draeger, Inc.*, *supra*; *DCR Servs. & Const., Inc.*, *supra*.

## Bad Faith

Finally, the protester's contentions that the agency (1) never intended to make award to an FSS contract holder, (2) "hand selected" three DOD ESI BPA vendors to compete for the requirement, and (3) pre-selected Advantaged Solutions as the awardee are, in essence, allegations of bad faith on the part of government officials. Protest at 2-3.

With respect to allegations of bad faith specifically, our decisions have explained that, as a general matter, government officials are presumed to act in good faith, and a protester's contention that procurement officials were motivated by bias or bad faith must be supported by convincing proof. *Cyberdata Techs., Inc.*, *supra* at 6. We will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. *Id.*; *AeroSage, LLC*, B-417289.2, May 14, 2019, 2019 CPD ¶ 180 at 2 n.2. The burden of establishing bad faith is a heavy one, and to meet it a protester must present facts reasonably indicating, beyond mere inference and suspicion, that the actions complained of were motivated by a specific and malicious intent to harm the protester. *Id.*; *Lawson Env'tl. Servs., LLC*, B-416892, B-416892.2, Jan. 8, 2019, 2019 CPD ¶ 17 at 5 n.5.

Here, the protester has not met this burden. Rather, ACES's protest is based solely on inference from "the information available" without presentation of any supporting facts. Protest at 3. As explained above, the protester could not present any supporting facts for its allegations because ACES's belief that the competition was limited to DOD ESI BPA holders is simply wrong. The record clearly and unequivocally shows that rather than limiting the procurement to DOD ESI BPA holders, in hopes of obtaining greater competition, the agency chose to post the solicitation on eBay, opened the competition up to any GSA FSS schedule 70 contract holder authorized to resell SAP brand name services and software, and ultimately issued an order against the successful vendor's

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Our regulations require that a protest include a detailed statement of the legal and factual grounds of a protest, and that those grounds be legally and factually sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). In this regard, when a protester's allegations are based on speculation, factual inaccuracies, or flawed legal assumptions, we will dismiss the protest. *Xenith Group, LLC*, B-420706, July 14, 2022, 2022 CPD ¶ 184 at 3. Here, even if timely raised, the allegations fail to state a valid basis of protest because ACES's contentions that the agency limited the competition to DOD ESI BPA holders and eliminated ACES as a "qualified source" in August 2024 are premised on factually inaccurate assertions. See *e.g.*, *Arcticom LLC*, B-421756, B-421756.2, Sept. 14, 2023, 2023 CPD ¶ 216 at 5 (dismissing allegations based on factually inaccurate premises). Similarly, the protester's assertion that "ACES did not receive a proper technical evaluation, if any," also fails to set forth a sufficient basis of protest, because, as discussed, the record establishes ACES quotation was fully evaluated. Protest at 3.

FSS contract, not under a DOD ESI BPA. AR, Exh. 2, RFQ amend. 1 at 6; Exh. 27, Award Decision at 3, 29; Exh. 28, Issued Order at 1-2.

Accordingly, we dismiss as insufficient the protester's allegations of bad faith--or in the protester's words, "[b]ias or [f]avoritism in favor of" the awardee. Protest at 1; see e.g., *Cyberdata Techs., Inc., supra* at 6 (finding allegations of bad faith based on speculation concerning the conduct of discussions with awardee failed to present a valid basis of protest); *Ahtna Facility Servs., Inc.*, B-404913, B-404913.2 , June 30, 2011, 2011 CPD ¶ 134 at 11-12 (finding allegations of bad faith insufficient where protester provided no support for the allegations and the record showed "the agency's procedures reflected reasonable efforts to ensure an objective evaluation and source selection process").

The protest is dismissed.

Edda Emmanuelli Perez  
General Counsel