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# Decision

**Matter of:** Continuity Global Solutions, LLC

**File:** B-422939.3

**Date:** November 17, 2025

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## DIGEST

1. Protest challenging the agency's reevaluation of past performance proposals as part of corrective action is denied where the reevaluation was reasonable and consistent with the terms of the solicitation; the protester's challenges are based largely on its disagreement with the evaluators' findings, which is insufficient to sustain the protest.
2. Protest of agency's best-value tradeoff decision is denied where the tradeoff was reasonable, consistent with the solicitation, and adequately documented.

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## DECISION

Continuity Global Solutions, LLC (Continuity), located in Port St. Joe, Florida, protests the results of corrective action, reaffirming the award of a contract to Pond Security Service GmbH (Pond), located in Erlensee, Germany, under request for proposals (RFP) No. W564KV23R0050, issued by the Department of the Army, for security guard services. Continuity challenges the agency's reevaluation of past performance proposals and new best-value tradeoff analysis, which followed a decision by the U.S. Court of Federal Claims (COFC) sustaining a prior protest by Continuity.

We deny the protest.

## BACKGROUND

On September 26, 2023, the Army issued the solicitation to acquire armed guard security services at United States Army Garrisons in Germany, known as the Germany Wide Guards (GWG) solicitation. Contracting Officer Statement (COS) at 1; RFP at 1.<sup>1</sup> The stated objective of the procurement is to obtain armed guards to provide installation access control, roving security patrols, explosive detection dog teams, intrusion detection system monitoring, pass and badge control, static personal security, or any other security related functions specified in the solicitation's performance work statement (PWS). *See generally*, RFP at 74-89.

The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract with an 8-year ordering period, inclusive of one 6-month phase-in period and one 6-month option period. RFP at 147. Orders issued under the contract will be performed on either a fixed-price or fixed-price with economic price adjustment basis. *Id.*; COS at 2.

The solicitation provided for award on a best-value tradeoff basis considering the following three factors: (1) technical;<sup>2</sup> (2) past performance; and (3) price. RFP at 147. The technical factor had two equally weighted subfactors (phase-in plan and management plan). *Id.* For purposes of award, the technical factor was more important than the past performance factor and, when combined, the non-price factors were approximately equal in importance to price. Additionally, the RFP indicated that the agency reserved the right to make award to other than the lowest-priced offeror or to the offeror with the most highly rated proposal. *Id.*

With respect to past performance, offerors were instructed to submit up to seven contract references that would be evaluated for recency, relevancy, and quality of effort. *Id.* at 142, 150-151. For recency, a contract reference had to be for a contract under which any performance, delivery, or corrective action has occurred within 5-years of the solicitation date. *Id.* Relevancy was determined by an evaluation of the scope,

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<sup>1</sup> The RFP was amended seven times. Citations to the RFP are to the conformed copy included in the agency report as exhibit 3. All citations to the record and the parties' briefings are to the electronic pages for those documents.

<sup>2</sup> For the technical factor, the agency assigned proposals one of the following adjectival ratings: (1) outstanding; (2) good; (3) acceptable; (4) marginal; or (5) unacceptable. RFP at 148-149. Of relevance here, a rating of outstanding was defined as "[p]roposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low." *Id.* at 148. A rating of good was defined as "[p]roposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate." *Id.* at 149.

magnitude, and complexity of the contract references. Relevant scope was defined as contracts involving armed security guard services. Relevant magnitude was defined as contracts with an estimated annual value equal to or greater than €10 million. Contracts with an estimated annual value of less than €10 million would not be considered unless the offeror requests that the agency consider multiple recent contracts with an aggregate value equal to or greater than €10 million, performed by the same entity, within a 12-month period. Relevant complexity was defined as contract references involving 24 hours, 7-day services guarding multiple access locations. *Id.* at 151.

Based on the assessment of relevancy, the agency would assign ratings of very relevant, relevant, somewhat relevant, or not relevant. *Id.* To be assigned a rating of “very relevant,” the contract reference must involve “essentially the same scope and magnitude of effort and complexities” required by the solicitation. To be assigned a rating of “relevant,” the contract reference must involve “similar scope and magnitude of effort and complexities” as required by the solicitation. *Id.*

In further describing the evaluation scheme, the RFP stated that the agency would evaluate past performance through an analysis of the quality of performance on the offeror’s recent and relevant contract references. *Id.* The agency then would assign each proposal a confidence assessment rating--ranging from substantial confidence to no confidence--reflecting the probability that the offeror will successfully perform the requirements of the solicitation. *Id.*

The Army received timely proposals from five offerors, including Centerra Security Services GmbH (Centerra), Continuity, and Pond--the incumbent contractor. COS at 3; Agency Report (AR), Exh. 7, Original Source Selection Decision (SSD) at 2. The agency evaluated initial proposals, and established a competitive range comprised of the most highly rated proposals submitted by Centerra, Continuity, and Pond. The agency conducted two rounds of discussions and requested and received final proposal revisions from each competitive range offeror. AR, Exh. 7, Original SSD at 3.

The agency evaluated the final proposal revisions as follows

	Centerra	Continuity	Pond
<b>Technical</b>			
<b>Phase-in Plan</b>	Good	Good	Outstanding
<b>Management Plan</b>	Good	Good	Outstanding
<b>Overall Technical</b>	Good	Good	Outstanding
<b>Past Performance</b>	Satisfactory Confidence	Satisfactory Confidence	Substantial Confidence
<b>Total Evaluated Price</b>	€920,204,440.69	€867,136,311.90	€978,604,158.19

AR, Exh. 5, Original Source Selection Advisory Council (SSAC) Comparative Analysis at 1; AR, Exh. 7, Original SSD at 4.

The SSAC reviewed the evaluation record and ratings, performed an integrated assessment and comparative analysis of proposals, and prepared a report for the source selection authority (SSA). See *generally*, AR, Exh. 5, Original SSAC Comparative Analysis at 1-54. The SSAC recommended award to Pond because its proposal was deemed to be substantially superior to both Centerra's and Continuity's proposals under the combined non-price factors. The SSAC noted that Pond's proposal offered important benefits including: an increased ability to maintain schedules through a larger proposed guard force; Pond's self-reliance as it proposed to self-perform the required services; and Pond's reduced phase-in recruiting, hiring, and training risks because of its incumbency. *Id.* at 53. The SSAC concluded that given the critical nature of the solicited services, Pond's lower performance risk, and the advantages of Pond's higher staffing levels, provided substantial benefits to the government that justified paying a price premium of approximately 11 percent over the other lower-rated, lower-priced proposals. *Id.*

After independently reviewing the offerors' proposals, the consensus evaluation findings, and the SSAC comparative assessments and conclusions, the SSA adopted the SSAC's comparative assessments and conclusions and concurred with the SSAC's award recommendation. The SSA determined that Pond's higher-rated, higher-priced proposal offered significant advantages to the government that warranted the associated price premium and represented the best value. AR, Exh. 7, Original SSD at 3-6. On August 30, the Army awarded the contract to Pond, notified Continuity and Centerra of the award decision, and provided both offerors with written debriefings. COS at 3.

Thereafter, on September 16, Centerra filed a protest with our Office challenging the Army's evaluation of proposals and the award to Pond, which we docketed as B-422939, and a supplemental protest filed on September 19, was docketed as B-422939.2. The Army filed its agency report in response to the protests and Centerra subsequently withdrew its protests. Our Office closed our file without further action. *Centerra Security Servs. GmbH*, B-422939, B-422939.2, Oct. 28, 2024 (unpublished decision).

On November 15, Centerra and Continuity each filed protests at COFC, asserting multiple protest grounds challenging the Army's evaluation of proposals under the technical and past performance factors and the award to Pond. AR, Exh. 9, *Centerra Security Servs. GmbH v. United States and Continuity Global Solutions, LLC v. United States*, Nos. 24-1879 & 24-1883, 176 Fed. Cl. 219 (2025). Relevant here, in its protest before the court, Continuity separately argued that the Army improperly relied on unstated evaluation criteria by considering whether three of its contract references were performed in Germany and for the Department of Defense (DOD). In applying these unstated evaluation criteria, Continuity alleged that the Army unreasonably assigned its proposal a relevancy rating of relevant rather than very relevant, and a confidence assessment rating of satisfactory rather than substantial confidence. *Id.* at 231; see *also*, Memorandum of Law (MOL) at 7.

The COFC denied Centerra's protest in its entirety finding no error in the agency's evaluation of Centerra's technical proposal. The court also denied Continuity's challenges to the Army's evaluation of its technical proposal but granted judgment for Continuity finding error in the Army's reliance on unstated past performance evaluation criteria, "namely, past performance experience in Germany and for a DOD entity" in assigning past performance ratings. AR, Exh. 9, *Centerra Security Servs. GmbH v. United States and Continuity Global Solutions, LLC v. United States*, *supra* at 240. The court ordered the Army to reevaluate Continuity's and Pond's proposals under the past performance factor consistent with the opinion and make a new award decision. *Id.*

In accordance with the COFC's order, the past performance evaluation team (PPET) reevaluated both offerors' past performance proposals without considering whether a contract reference was performed in Germany or for the DOD. COS at 10; *see also* AR, Exh. 10, PPET Past Performance Reevaluation Report at 1. In addition to the reevaluation of proposals, the PPET conducted a comparative analysis of both offerors' past performance proposals and documented its findings in a memorandum to the SSA. *See generally*, AR, Exh. 11, PPET Memorandum to SSA. In its reevaluation, the PPET assessed both offerors contract references for relevancy in terms of scope, magnitude, and complexity, as each of these terms were defined in the solicitation. AR, Exh. 10, PPET Past Performance Reevaluation Report at 1-5.

For Continuity, the evaluators assigned the same relevancy ratings for each contract reference as it had before the reevaluation; that is, five contract references received a relevancy rating of relevant and two received relevancy ratings of somewhat relevant. AR, Exh. 10, PPET Past Performance Reevaluation Report at 6-8. The quality of Continuity's record of past performance evaluation was based on past performance questionnaires (PPQ) and contractor performance assessment reports (CPARS) with Continuity's proposal assigned a confidence assessment rating of satisfactory confidence. *Id.* at 11-14.

For Pond, the relevancy ratings assigned to each of its seven contract references also remained the same; that is, two contract references were assigned relevancy ratings of very relevant, four received ratings of relevant, and one received a rating of not relevant because the annual value of that contract reference was less than €10 million. AR, Exh. 11, PPET Memorandum to SSA at 3. The quality of Pond's record of past performance was assessed based on the agency's review of PPQs and CPARS report with Pond's proposal assigned a confidence assessment rating of substantial confidence. *Id.*

Next, the SSAC reviewed the reevaluation reports and the comparative analysis of the offerors' past performance proposals as documented in the PPET's memorandum to the SSA. AR, Exh. 12, SSAC Memorandum to SSA at 1. The SSAC concurred with the PPET's reevaluation, concluding that the benefits of Pond's proposal under the technical and past performance factors as compared to Continuity's proposal under the same factors, justified Pond's higher price. *Id.* at 2.

In a new best-value tradeoff analysis, the SSA determined that Pond's proposal offered the best value to the government despite its higher price as compared to Continuity's lower-priced, lower-rated proposal. While noting the relative order of importance of the technical, past performance, and price factors, the SSA explained:

In coming to my award decision, I am aware that the solicitation stated the non-price factors, when combined, are approximately equal to the price factor. In considering this relative order of importance, I conclude POND's significantly better non-price proposal warrants its substantially higher price as compared to [Continuity]. . . . The solicitation explained that the Technical Factor is more important than the Past Performance Factor. Even if I had the same level of past performance confidence that both offerors will successfully perform the required effort, for example, if I also rated the [Continuity] past performance proposal as Substantial Confidence, I still would conclude that the Pond proposal is the better value and is worth its higher price as compared to [Continuity] given the benefits it provides under the Technical Factor which are not found in the [Continuity] proposal. Stated another way, the benefits of Pond's proposal under the technical factor alone justify its higher price.

AR, Exh. 13, SSD Addendum at 5.

Having previously determined Pond's proposed price to be fair and reasonable, the agency again made award to Pond. COS at 6. Following notification of the new award decision and a written debriefing, this protest followed.

## DISCUSSION

Continuity challenges the agency's reevaluation of its proposal under the past performance factor, as well as the agency's resulting confirmation of award to Pond. Turning first to its challenge of the agency's reevaluation of past performance, Continuity's core argument is that the reevaluation did not cure the agency's previously flawed evaluation because its overall relevancy ratings for each of its seven references did not change. Protest at 12. In this regard, the protester alleges that the agency should have, but did not, assign Continuity's contract references 2, 6, and 7, a relevancy rating of very relevant, which it argues would then necessitate an overall confidence assessment rating of substantial confidence rather than satisfactory confidence. *Id.* at 10-13.

The Army responds that its reevaluation of both past performance proposals was reasonable and consistent with the terms of the solicitation. The agency explains that the PPET's reevaluation did not consider whether past performance efforts were performed in Germany or for the DOD but nevertheless determined that Continuity's past performance efforts involved similar, but not essentially the same, scope, magnitude of effort, and complexities resulting in the protester's contract references being assessed as relevant or somewhat relevant. Overall, the agency maintains that

the PPET did not conclude that any of the protester's references warranted a rating of very relevant. See MOL at 16-19.

An agency's evaluation of past performance, which includes its consideration of the significance of an offeror's performance history, is a matter of discretion, which we will not disturb unless the assessment is unreasonable or inconsistent with the stated solicitation criteria. *Teya Enters., LLC*, B-420907, Oct. 24, 2022, 2022 CPD ¶ 266 at 3-4. When a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria as well as applicable procurement statutes and regulations. *Id.* at 4; *Apogee Eng'g, LLC*, B-414829.2, B-414829.3, Feb. 21, 2019, 2019 CPD ¶ 85 at 6.

The evaluation of past performance, by its very nature, is subjective and an offeror's disagreement with the agency's judgment does not demonstrate that an evaluation was unreasonable. See, e.g., *Golden Key Grp., LLC*, B-419001, Nov. 16, 2020, 2021 CPD ¶ 135 at 5; *Intercontinental Constr. Contracting, Inc.*, B-415040 *et al.*, Nov. 8, 2017, 2018 CPD ¶ 82 at 7. Here, based on our review of the entire record, we find no basis to conclude that the reevaluation of past performance proposals was unreasonable.

As noted, offerors could submit up to seven contract references to be evaluated under the past performance factor. RFP at 142. In its original assessment of Continuity's past performance references, the evaluators stated:

Only references 2, 3 and 6 list the Department of Defense as a customer while reference 7 has Germany as the place of performance although not performed for the U.S. Government. None of the references have services performed for the Department of Defense and Germany as the place of performance in addition to the solicitation requirements of recency and relevancy in order to be considered Very Relevant.

AR, Exh. 6, Original PPET Past Performance Evaluation Report at 5.

In adjudicating this issue, the COFC found that the agency's conclusions that Continuity's references did not merit a rating of very relevant because they were not performed for the DOD and in Germany were unstated evaluation criteria and sustained that basis of Continuity's prior protest. AR, Exh. 9, *Centerra Security Servs. GmbH v. United States and Continuity Global Solutions, LLC v. United States*, *supra* at 17. The court ruled that without the application of these unstated evaluation criteria, there was a reasonable likelihood that Continuity's relevancy ratings would improve and potentially result in a higher overall confidence assessment rating and ordered the Army to reevaluate Continuity's and Pond's past performance proposals. *Id.*

According to Continuity, the agency's reevaluation failed to implement the judicial order because the past performance ratings remained unchanged. Comments at 7. The protester's argument focuses on the agency's conclusions in the original past

performance evaluation, quoted earlier, as the basis for its claim that the agency should have assigned ratings of very relevant to contract references 2, 6, and 7. *Id.* We disagree.

As previously noted, for a past performance reference to be deemed very relevant, the present or past performance effort must be essentially the same with respect to all three relevancy considerations--scope, magnitude, and complexity. See RFP at 151. In its reevaluation of Continuity's past performance, the PPET found that none of Continuity's contract references involved essentially the same scope, magnitude of effort, and complexities, as required by the GWG solicitation. MOL at 16-17 *citing* AR, Exh. 11, PPET Memorandum to SSA at 3.

For example, past performance reference 2, an aggregate of four contracts, was assigned a relevancy rating of relevant rather than very relevant since the scope of the effort was not "essentially the same" to merit the higher rating of very relevant. See AR, Exh. 10, PPET Past Performance Reevaluation Report at 20. Specifically, the evaluators noted that while the protester performed similar services at all four locations, the prior performance reference did not include task areas 5.1.8 (random antiterrorism measures personnel)<sup>3</sup> and 5.1.9 (motorized escort).<sup>4</sup> *Id.* at 21; see *generally* RFP, PWS Specific Tasks at 102-114.

By way of another example, past performance reference 6, an aggregate of two task orders, was assigned a relevancy rating of relevant. The evaluators determined that the prior performance reference did not involve essentially the same scope, magnitude of effort, and complexities to merit a very relevant rating. See AR, Exh. 10, PPET Past Performance Reevaluation Report at 37. Specifically, the performance effort was smaller in scope because it did not include task areas 5.1.4 (access control functions); 5.1.6 (walking patrol functions); and 5.1.8 (random antiterrorism measures personnel). See RFP, PWS Specific Tasks at 104, 106, 107. The evaluators also noted that this past performance reference met the solicitation's relevancy standard for magnitude of €10 million in annual revenue because when aggregated the total annual value was approximately €12.3 million, but it was determined not essentially the same magnitude to warrant a very relevant rating when compared to the GWG solicitation's average annual value of €114 million. See AR, Exh. 10, PPET Past Performance Reevaluation Report at 38-39. Additionally, the evaluators noted that the contract reference did not involve the same complexity of effort because performance was for 24 hours/7 days across 14 multiple access locations while the complexity of effort under the GWG solicitation involves 91 access locations across 44 unique installations. *Id.* at 39.

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<sup>3</sup> Under the RAM personnel task, a 2-person team is primarily assigned to non-commercial vehicles to conduct random searches of personally owned vehicles and will be the primary source of fulfilling special event requirements. RFP at 107.

<sup>4</sup> Under the motorized escort task, contractor personnel will escort personnel and vehicles without installation passes between the access control point and a designated location on the installation. RFP at 107.



Here, Continuity has offered no meaningful explanation for its contention that its contract references 2, 6, and 7, should have been assigned a relevancy rating of very relevant instead of relevant. Other than alleging that the agency essentially reimposed unstated evaluation criteria in its reevaluation, the protester does not explain or otherwise substantiate its claim that the contract references at issue demonstrated performance that involved essentially the same scope, same magnitude of effort, and same complexities to merit the higher relevancy rating. The fact that Continuity's overall performance ratings remained unchanged is not evidence that the agency's evaluation was unreasonable or otherwise improper and the protester has not shown otherwise.<sup>5</sup>

In sum, based on the record presented, we find the agency's reevaluation of both offerors' past performance proposals was reasonable and consistent with the stated evaluation criteria. To the extent the protester believes the agency should have determined contract references 2, 6, and 7 merited a higher rating of very relevant, the protester's disagreement with the agency's conclusions, without more, does not provide a basis to find the agency's judgment was unreasonable and does not provide a basis to sustain the protest. *See e.g., APC Constr., LLC*, B-419771, July 13, 2021, 2021 CPD ¶ 258 at 6; *Wolff & Mueller Gov't Servs. GmbH & Co. KG*, B-419431, B-419431.2, Feb. 23, 2021, 2021 CPD ¶ 105 at 14. Accordingly, this protest ground is denied.

Next, Continuity alleges that the agency's new best-value tradeoff decision was unreasonable for two reasons. First, it argues the award decision is flawed because it was based on an allegedly unreasonable reevaluation of past performance proposals. However, given our conclusion that the agency's underlying reevaluation of the offerors past performance proposals was reasonable, we deny the protester's derivative challenge to the best-value tradeoff decision.

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<sup>5</sup> We further note that the agency's reevaluation was not limited to just removing the two unstated evaluation criteria identified by the COFC in its prior decision. In this regard, our Office has routinely stated that the details of implementing corrective action are within the sound discretion and judgment of the contracting agency, and we will not question an agency's ultimate manner of compliance, so long as it remedies the procurement impropriety that was the basis for taking corrective action. *See, e.g., Chugach Logistics-Facility Servs., JV, LLC*, B-421451.7, Aug. 5, 2024, 2024 CPD ¶ 171 at 7-8. To the extent that the Army complied with the COFC's direction to reevaluate past performance by revisiting its entire previous evaluation, we find such actions unobjectionable. Furthermore, we find nothing objectionable with the agency's reevaluation reaching different findings than the initial evaluation. We have consistently explained that the fact that a reevaluation of proposals after corrective action varies from the original evaluation does not constitute evidence that the reevaluation was unreasonable, since it is implicit that a reevaluation can result in different findings and conclusions. *See, e.g., Computer World Servs. Corp.*, B-421495.2, Dec. 6, 2023, 2023 CPD ¶ 280 at 7; *Glacier Techs., LLC*, B-420775.5, Dec. 30, 2022, 2022 CPD ¶ 15 at 6. As addressed above, we find no basis to disturb the agency's reevaluation.

Second, the protester alleges that the SSA deviated from the evaluation methodology by improperly downgrading the relative importance of price and elevating the technical factor as paramount in relation to price. See *generally* Protest at 8-10. The agency responds that the protester's argument is without merit, arguing that the best-value tradeoff decision was reasonable and consistent with the solicitation's evaluation scheme. MOL at 10-15.

When a solicitation provides for the award of a contract on a best-value tradeoff basis, source selection officials have broad discretion in making price/technical tradeoffs, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the solicitation's stated evaluation criteria.

*MicroTechnologies, LLC*, B-420196.3, B-420196.4, Jan. 6, 2023, 2023 CPD ¶ 17 at 10; see also *R.A. Burch Constr. Co., Inc.*, B-420301.2, Mar. 29, 2022, 2022 CPD ¶ 94 at 8.

Based on the record presented, we find no basis to sustain the protest as the SSA properly exercised its discretion in conducting the price/technical tradeoff. As an initial matter, the solicitation advised that award "may be made to other than the lowest price offeror or the most highly rated proposal." See RFP at 147.

Consistent with the solicitation's basis for award, in its comparative analysis of both proposals, the SSA correctly described the relative weight of the evaluation criteria and nevertheless concluded that Pond's proposal was substantially superior to Continuity's under the non-price evaluation factors and was worth the associated price premium. As noted, the agency identified specific advantages in Pond's proposal, such as Pond's retention strategy to limit employee turnover which reduces training requirements; its self-performance of all contract activities with operational control to prioritize resources; and that its larger guard force which will provide a benefit to the government in maintaining schedules at all guard posts. See, e.g., AR, Exh. 5, Original SSAC Comparative Analysis at 46-47, 53; Exh. 7, Original SSD, at 5-6.

While Continuity argues that the SSA's best-value tradeoff analysis improperly downgraded price--the most important factor--and elevated the less important technical factor, its argument is unavailing. In other words, Continuity's challenge to the degree of benefit that the agency would derive from the protester's lower-priced proposal, as compared to the benefit that would be derived from Pond's higher-rated, higher-priced proposal, reflects its disagreement with the SSA's subjective judgment and is not sufficient to establish that the price/tradeoff analysis and best-value decision were unreasonable. See e.g., *Bluehawk, LLC*, B-421201, B-421201.2, Jan. 18, 2023, 2023 CPD ¶ 43 at 12; *Battelle Memorial Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 11.

In sum, the record fails to support the protester's argument that the agency disregarded the advantage its significantly lower-priced proposal in concluding that Pond's superior proposal warranted the associated price premium and represented a better overall value to the government.

The protest is denied.

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General Counsel