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# Decision

**Matter of:** SRS Critical Infrastructure Security, LLC

**File:** B-418510.9; B-418510.10; B-418510.11

**Date:** May 9, 2023

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## DIGEST

1. Protest that the agency unreasonably failed to reconcile its reevaluation with an earlier evaluation is denied where a different evaluation team and source selection authority were responsible for the final evaluation and award decision.
2. Protest alleging defects in the awardee's performance guarantee is dismissed where the solicitation requirement at issue is a matter of responsibility and the protester fails to demonstrate circumstances warranting our Office's review of the agency's affirmative responsibility determination.

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## DECISION

SRS Critical Infrastructure Security, LLC (SCIS), of Herndon, Virginia, protests the award of a contract to Centerra Group, LLC, of Herndon Virginia, under request for proposals (RFP) No. 89303318REM000015, issued by the Department of Energy (DOE) for paramilitary security services at the agency's Savannah River site. SCIS argues that the agency unreasonably evaluated proposals and erroneously determined Centerra complied with a material solicitation requirement.

We deny the protest.

## BACKGROUND

The RFP, which was issued on March 6, 2019, and subsequently amended four times, sought proposals to provide paramilitary security services at the agency's Savannah River site, a 310 square mile site located in South Carolina that houses special nuclear materials. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The solicitation contemplated the award of a performance-based contract with cost-plus-fixed-fee and cost-reimbursable contract line item numbers for a total period of performance of 10 years, consisting of a transition period of 60 days, a base period of 4 years and 10 months, a first option period of 3 years, and a second option period of 2 years. *Id.* at 2-3; Agency Report (AR), Tab A, Conformed RFP at 1, 46.<sup>1</sup>

Award was to be made to the responsible offeror whose proposal represents the best value to the government based on a comparative assessment of proposals against the following four evaluation factors: (1) technical approach; (2) key personnel and organization; (3) past performance; and (4) cost and fee. RFP at 5031-5038. The key personnel and organization factor was more important than the technical approach and past performance factors, both separately and combined, while technical approach and past performance were equal in importance. *Id.* at 5038. The non-price factors, when combined, were significantly more important than the total evaluated price.<sup>2</sup> *Id.* at 5039.

The solicitation instructed offerors to prepare their proposals in three separate volumes: volume I, offer and other documents; volume II, technical and management proposal; and volume III, cost and fee proposal. *Id.* at 4977. As relevant here, the instructions for volume I required the offeror to provide a performance guarantee as follows:

The contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-10. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract.

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<sup>1</sup> The solicitation was amended eight times. COS/MOL at 2. Citations to the solicitation are to the conformed version of the RFP provided at tab A of the agency report. The agency assigned sequential BATES numbers to the documents submitted with its report. Citations to pages in those documents are to the applicable BATES numbers.

<sup>2</sup> The RFP noted that the agency would calculate a total evaluated price from the offeror's cost and fee proposal by combining: (1) the most probable cost for the cost-reimbursement and cost-plus-award-fee contract line item numbers; (2) the total available award fee proposed; and (3) the indefinite-delivery, indefinite-quantity maximum value of \$10,000,000. RFP at 5038. The resulting total evaluated price would be used in the best-value tradeoff analysis. *Id.*

RFP at 5377. Volume II of the proposal was to contain the offeror's specific approach and capabilities to perform the required work, addressing each of the non-price factors within designated page limits. *Id.* at 4984-4994. Volume III of the proposal was to include all information on proposed cost and fee, as well as financial statements and other information demonstrating adequate financial resources for the agency to determine the offeror's responsibility and financial capability under Federal Acquisition Regulation (FAR) section 9.104-1(a). *Id.* at 4994-5006.

The agency received timely proposals from three offerors, including SCIS and Centerra. COS/MOL at 4. After evaluating proposals, DOE notified Centerra and the third offeror, SOC LLC, of the agency's decision to award the contract to SCIS. SOC filed a protest with our Office alleging, among other things, an organizational conflict of interest (OCI) presented by SCIS's proposed subcontractor. See *SOC LLC*, B-418510.4, Mar. 12, 2021 (unpublished decision). In response to that protest, the agency took corrective action to investigate the OCI allegation. After DOE notified offerors of its decision to reaffirm the award to SCIS, Centerra filed a protest with our Office challenging the agency's evaluation and award decision. Protest at 5. In response to Centerra's protest, the agency again decided to take corrective action, and our Office dismissed the protest as academic.<sup>3</sup> See *Centerra Group, LLC*, B-418510.5, B-418510.7, B-418510.8, Aug. 9, 2021 (unpublished decision).

As part of this second corrective action, the agency designated a different source selection authority (SSA), as well as a new contracting officer and voting members of the source evaluation board (SEB), all of whom were not previously associated with this procurement. COS/MOL at 5. After reviewing the issues identified during prior protests, the new contracting officer decided that discussions were necessary and established a competitive range comprised of all three offers based on a review of the prior evaluations. *Id.*; see AR, Tab E.7, Competitive Range Determination at 3-10.

Following discussions, all three offerors timely submitted final proposal revisions. COS/MOL at 6. The agency completed its reevaluation of proposals, and the final evaluation ratings and total evaluated prices of SCIS and Centerra were as follows:<sup>4</sup>

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<sup>3</sup> SOC also filed another protest, docketed as B-418510.6, but withdrew its protest before the agency took corrective action in Centerra's protest.

<sup>4</sup> For the technical approach and key personnel and organization factors, the agency assigned adjectival ratings of outstanding, good, satisfactory, marginal, or unsatisfactory. AR, Tab E.1, SEB Report at 29. For the past performance factor, the agency assigned a past performance confidence assessment rating of substantial confidence, high level confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence (neutral). *Id.* at 31.

	SCIS	Centerra
<b>Technical Approach</b>	Good	Outstanding
<b>Key Personnel &amp; Organization</b>	Good	Outstanding
<b>Past Performance</b>	Satisfactory Confidence	High Level Confidence
<b>Total Evaluated Price</b>	\$1,065,676,902	\$1,007,001,889

AR, Tab F, Source Selection Decision Document (SSDD) at 4. Based on these evaluation results, the SSA selected Centerra for award, finding that Centerra’s proposal—with the highest technical ratings and the lowest evaluated price—represented the best value to the government. *Id.* at 39. On January 12, 2023, the agency notified offerors of its award decision. COS/MOL at 7. After requesting and receiving a debriefing, SCIS filed this protest with our Office on January 30. *Id.*

## DISCUSSION

SCIS challenges the agency’s reevaluation of proposals following the corrective action taken in response to Centerra’s earlier protest. First, the protester contends that the agency unreasonably failed to explain the differences between the final reevaluation results and the results of the prior evaluation incorporated into the competitive range determination. SCIS also argues that the agency improperly overlooked defects in the performance guarantee agreement submitted by the awardee. While we do not discuss every collateral argument raised by the protester, we have considered them all and find that none provides a basis to sustain the protest.<sup>5</sup>

### Differences Between Initial and Post-Corrective Action Evaluations

As noted above, Centerra protested the agency’s original evaluation and source selection decision, resulting in the agency taking corrective action by conducting a new evaluation with a newly formed SEB and making a new source selection decision with a newly designated SSA. SCIS contends that the agency unreasonably departed from its prior evaluation findings without reconciling or explaining material changes between the original evaluation and the post-corrective action evaluation. Protest at 35-67. In this respect, the protester argues that it was incumbent upon the new SSA and contracting officer to reconcile material differences between the original and new evaluation results because the new SSA and contracting officer “signed off” on the competitive range determination that incorporated the original evaluation findings. Supp. Protest at 22-26; Comments & 2nd Supp. Protest at 26-31.

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<sup>5</sup> SCIS levies several challenges to the agency’s evaluation of SOC’s proposal, including an allegation that the agency failed to mitigate an OCI and conducted an unreasonable price realism analysis. See Protest at 67-71. As discussed below, because we find no basis to sustain objections to the agency’s evaluation of Centerra’s proposal or the award decision, we dismiss as academic the protester’s challenges to the agency’s evaluation of the SOC proposal—the next-in-line for award.

Our Office has consistently stated that the fact 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. *DevTech Systems, Inc.*, B-418273.3, B-418273.4, Dec. 22, 2020, 2021 CPD ¶ 2 at 19; *Battelle Mem'l Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, 2020 CPD ¶ 369 at 11. In this regard, we have recognized that it is not unusual for different evaluators, or groups of evaluators, to reach different conclusions and assign different scores or ratings when evaluating proposals, as both objective and subjective judgments are involved. *MILVETS Sys. Tech., Inc.*, B-409051.7, B-409051.9, Jan. 29, 2016, 2016 CPD ¶ 53 at 7.

SCIS argues that the agency was required to reconcile or explain the material differences between the prior evaluation conclusions and the new evaluation because the new SSA and the new contracting officer adopted the prior evaluation in the competitive range determination. In this respect, the protester correctly notes that we have found that, under certain circumstances, an agency is obligated to explain the reasons why an evaluation changed during corrective action. See Supp. Protest at 25-26, citing *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, 2015 CPD ¶ 229 at 10-11, and *Bowhead Mission Sols., LLC-Costs*, B-419385.7, July 14, 2022, 2022 CPD ¶ 183 at 5-7. We find, however, that the protester's reliance on these decisions is inapposite here.

In *eAlliant, LLC*, we found that where an SSA was personally involved in reviewing proposals and affirmed specific conclusions about an offeror's proposal, the SSA was obligated to reconcile or explain in the award decision why that evaluation differed so starkly from prior evaluation conclusions she had personally confirmed. *eAlliant, LLC, supra* at 11-12. In *Bowhead*, on the other hand, we found an agency's reevaluation to be unreasonable where the record showed that the agency failed to "explain[] the rationale for the different evaluation[] conclusions, despite the solicitation, proposal, and agency personnel remaining unchanged." *Bowhead, supra* at 5. Similar facts are not present here.

Here, when the agency decided to take corrective action, it appointed a new SSA, composed a new SEB, and replaced the contracting officer in order to conduct the reevaluation and make a new award decision. COS/MOL at 41. When discussions were deemed necessary to address the issues that came to light in prior protests, the new contracting officer, with the concurrence of the new SSA, made a competitive range determination based on the findings of the prior evaluations. *Id.* After opening discussions and receiving final proposal revisions, the newly formed SEB evaluated the revised proposals, and the new SSA made a new source selection decision. *Id.* at 42-43. The agency notes that the new evaluation team, including the SSA, the contracting officer, and the voting members of the SEB, were not involved in any way with the prior evaluations and did not rely on prior evaluations in their reevaluation of revised proposals. *Id.*

Because the contracting officer, the SSA, and the SEB for the challenged award decision were not involved with the prior evaluations and award decision, we find no basis to conclude that the circumstances here are the same as those in *eAlliant, LLC*. Although the record shows that the new contracting officer used the prior evaluations for the limited purpose of establishing a competitive range in order to solicit revised proposals, the record also shows that neither the new contracting officer nor the new SSA evaluated prior proposals nor was involved in any way with the prior award decision. Moreover, for the purpose of the new award, the competitive range determination was a pre-award evaluation document and did not represent the final evaluation judgments of the new evaluation team.

Further, the protester's suggestion that the agency's prior evaluation constitutes the benchmark against which the final evaluation must compare presents a false premise. *CACI, Inc.--Fed.*, B-418400.7, B-418400.8, Apr. 29, 2021, 2021 CPD ¶ 192 at 8. Absent a factual or legal basis indicating why a reevaluation was improper, an agency is generally not required to explain the differing evaluation results. *MILVETS Sys. Tech., Inc., supra*. In this regard, the overriding concern is not whether the final ratings are consistent with earlier ratings, but whether they reasonably reflect the relative merits of proposals. See *QinetiQ N. Am., Inc.*, B-405163.2 *et al.*, Jan. 25, 2012, 2012 CPD ¶ 53 at 13; see also, *Domain Name Alliance Registry*, B-310803.2, Aug. 18, 2008, 2008 CPD ¶ 168 at 11 (denying protest that agency's reevaluation and technical ratings were unreasonable because agency did not explain why evaluations differed between the initial evaluation and reevaluation undertaken following corrective action).

Here, we find no basis to question the agency's evaluation solely because it did not explain the differences between the prior evaluations and the new evaluation conducted by the new SEB and SSA, particularly when the protester has withdrawn or abandoned all of its substantive challenges to the agency's technical evaluation.<sup>6</sup> Accordingly, we deny this protest ground.

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<sup>6</sup> In its initial and first supplemental protest, SCIS specifically challenged multiple aspects of the agency's technical evaluation, arguing that SCIS's proposal merited additional strengths and also alleging disparate treatment. See Protest at 35-67; Supp. Protest at 26-39. Although the agency responded in detail to each of these challenges in its report, COS/MOL at 44-130, the protester's comments failed to specifically address the agency's responses, except to argue generally that the reevaluation was defective for failing to explain its departure from prior evaluations. See Comments & 2nd Supp. Protest at 26-31. While the protester later withdrew some of its challenges to the agency's substantive evaluation, it did not withdraw many of its arguments with respect to the agency's evaluation of SCIS's proposal under the non-price factors. See Protester's Opposition to Intervenor's Partial Dismissal Req. at 1.

For example, SCIS argued that its approach to perimeter protection under the technical approach factor should have been assessed a strength for proposing [DELETED], which would allow reallocation of over [DELETED] personnel and reduce overall costs. Protest at 35-37. The agency responded that SCIS's approach was reasonably

## Awardee's Performance Guarantee

SCIS also contends that the agency ignored defects in the performance guarantee submitted by the awardee to improperly find Centerra to be a responsible offeror and its proposal responsive.<sup>7</sup> Specifically, the protester argues that the agency's acceptance of Centerra's performance guarantee was unreasonable because Constellis, LLC, the entity that signed the guarantee agreement, is not Centerra's parent organization. Protest at 19-27; Supp. Protest at 2-7; Comments & 2nd Supp. Protest at 17-26. SCIS bases this argument entirely on one organizational chart included in the cost/price volume of Centerra's proposal, which shows another entity--Centerra-TDI Group Holdings, LLC--immediately above Centerra Group, LLC and immediately below Constellis, LLC. Comments & 2nd Supp. Protest at 18, *citing* AR, Tab D, Centerra's Final Proposal Revision (FPR) at 395.

The agency and the intervenor first argue that this protest ground should be dismissed because it constitutes a challenge to the agency's affirmative responsibility determination, which our Office does not review barring exceptions not applicable here. COS/MOL at 8-11; Intervenor's Comments at 50-51. The agency also contends that, even if this protest ground is not dismissed, the agency properly relied on specific statements in the awardee's proposal that expressly identify Constellis, LLC as the awardee's parent entity. COS/MOL at 11-12. Pointing out that the proposal chart cited by the protester does not label any specific parental relationships among the entities,

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determined to meet the requirements of the performance work statement without rising to a strength because it lacked details specifically tailored to the agency's need to protect special nuclear materials. COS/MOL at 49-50. The protester did not comment on the agency's response on SCIS's approach to perimeter protection, relying instead on its overarching statement that "SCIS maintains its initial protest that its proposal is deserving of certain strengths and ratings that were previously assigned." See Comments & 2nd Supp. Protest at 31. We find that the protester's failure to comment on the agency's response to its arguments renders those arguments abandoned, and we will not consider them further. See *ManTech Advanced Systems Int'l, Inc.*, B-419791.2, Nov. 30, 2021, 2021 CPD ¶ 376 at 4 n.4; *Booz Allen Hamilton, Inc.*, B-414283, B-414283.2, Apr. 27, 2017, 2017 CPD ¶159 at 5 n.9.

<sup>7</sup> SCIS initially levied additional challenges to the agency's review of the awardee's volume I submissions, alleging among other things that the agency unreasonably failed to consider the awardee's "[d]ire [f]inancial [c]ondition" in its affirmative responsibility determination, foreign ownership, control, or influence (FOCI) determination, and evaluation under the key personnel and organization factor. Protest at 28-33. The protester also asserted that the awardee's organizational conflict of interest representations were defective. Supp. Protest at 7-15. After the agency addressed these allegations in its report, see COS/MOL at 16-31, SCIS "confirm[ed] that it is no longer pursuing" these other challenges. Protester's Opp. to Intervenor's Req. for Partial Dismissal at 1.

the agency argues that it reasonably relied instead on express and repeated statements elsewhere in Centerra's proposal. *Id.*

Our Office generally will not consider a protest challenging an agency's affirmative determination of an offeror's responsibility because the determination that an offeror is capable of performing a contract is largely committed to the contracting officer's discretion. 4 C.F.R. § 21.5(c); *Veterans Care Med. Equip., LLC*, B-420726, B-420726.2, July 29, 2022, 2022 CPD ¶ 206 at 8. The exceptions to this rule are protests that allege that definitive responsibility criteria in the solicitation were not met and those that identify evidence raising serious concerns that, in reaching a particular responsibility determination, the contracting officer unreasonably failed to consider available relevant information or otherwise violated statute or regulation. *Navarre Corporation*, B-419088.4, July 29, 2022, 2022 CPD ¶ 204 at 3. Absent any such allegations, we will not second guess the contracting officer's subjective business judgment. See *Veterans Care Med. Equip., LLC*, *supra* at 9.

The protester here primarily argues that the guarantee requirement was not a matter of responsibility but constituted a material solicitation requirement because obtaining such a financial guarantee was costly and thus impacts the "price, quantity, quality, or delivery of the goods or services being provided." Comments & 2nd Supp. Protest at 23-26, *citing Innovative Mgmt. & Tech. Approaches, Inc.*, B-418823.3, B-418823.4, Jan. 8, 2021, 2021 CPD ¶ 18 at 4. We disagree. While the protester may be correct that securing a financial commitment from a parent entity is costly and therefore may impact the offeror's bottom-line pricing, this alone does not change a responsibility matter into a material solicitation requirement.

The FAR directs contracting officers to make an affirmative determination of responsibility prior to making an award. FAR 9.103. To be determined responsible, the prospective contractor must have, among other things, adequate financial resources to perform the contract or the ability to obtain them. In addition, it must have the necessary production, construction, and technical equipment and facilities to be "qualified and eligible to receive an award." FAR 9.104-1. While each of these required resources, or ability to obtain them, could arguably be costly for a prospective offeror, this cost alone does not change the nature of the requirement from a matter of responsibility into a material solicitation term.

In this respect, we find the protester's reliance on our decision in *Innovative Management, supra*, to be misplaced. *Innovative Management* involved an awardee that took exception to a technical requirement to meet the service level agreement obligations set out in the solicitation. See *Innovative Mgmt. & Tech. Approaches, Inc., supra*. Therefore, our Office found that obligations under the service level agreements were part of the solicitation's technical evaluation factor, and that an exception taken with respect to those obligations was an exception to a material solicitation requirement. *Id.* Moreover, our decision in *Innovative Management* did not involve any assertion that the requirement at issue was a responsibility criterion.



By contrast, the performance guarantee requirement here was limited to the assurance of sufficient financial resources for the offeror to perform the contract, and not specifically related to any other aspect of the solicitation's evaluation criteria. See RFP at 5377. The solicitation explained that it would be the offeror's responsibility to demonstrate its financial capability to complete the contract, and that the agency would consider the "financial or other resources of the parent corporation entity(ies) or other guarantors" to the extent these entities are "legally bound . . . to provide the necessary resources to the prospective offeror." RFP at 5005. Therefore, because the performance guarantee requirement primarily relates to whether the offeror has sufficient financial resources to successfully perform the contract, we find that it relates to a matter of responsibility. See *Navarre Corporation, supra* at 3-4 (finding financial responsibility to be a matter of responsibility); see also *The Arbinger Company-- Advisory Opinion*, B-413156.21, Oct. 14, 2016, 2017 CPD ¶ 100 at 6 n.6 (finding requested submission of a signed corporate guaranty and financial statements to pertain to determination of offeror's responsibility).

Furthermore, we do not find that the performance guarantee requirement constitutes a definitive responsibility criterion as the protester argues in the alternative. See Comments & 2nd Supp. Protest at 22-23. Definitive responsibility criteria are specific and objective standards, established by an agency for a particular procurement, for use in measuring a prospective contractor's ability to perform the contract. FAR 9.104-2(a); *Reyna-Capital Joint Venture*, B-408541, Nov. 1, 2013, 2013 CPD ¶ 253 at 2. These special standards limit the class of bidders to those meeting specified qualitative and quantitative qualifications necessary for adequate contract performance, e.g., unusual expertise or specialized facilities. FAR 9.104-2(a); *NEIE Med. Waste Servs., LLC*, B-412793.2, Aug. 5, 2016, 2016 CPD ¶ 213 at 4.

Here, the language regarding the performance guarantee is included in the RFP's instructions to offerors--not in the evaluation criteria--and does not set out a specific, objective standard for measuring an offeror's ability to perform the contract. Rather, the performance guarantee requires a general assurance of sufficient financial resources to perform the contract. See RFP at 331-333. As noted above, the requirement constitutes one consideration encompassed by the contracting officer's subjective determination of the offeror's financial responsibility. See *id.* at 5005. Thus, we find that this requirement is not a definitive responsibility criterion and, accordingly, dismiss the protester's challenge to the agency's affirmative responsibility determination. 4 C.F.R. § 21.5(c); see *Navarre Corporation, supra* at 4; see *ARI Phoenix, Inc.*, B-416878, Oct. 24, 2018, 2018 CPD ¶ 363 at 2-3 (finding that definitive responsibility criteria involve an offeror's eligibility for award and not its performance obligations under the contract).

Moreover, for the sake of discussion, even if the performance guarantee could be considered a definitive responsibility criterion, we find nothing unreasonable in the agency's acceptance of the guarantee submitted by Centerra. Where a protester alleges that a definitive responsibility criterion has not been satisfied, we will review the record to ascertain whether evidence of compliance has been submitted from which the

contracting official reasonably could conclude that the criterion has been met. *Brown Developments, LLC--Costs*, B-419279.2, Apr. 7, 2021, 2021 CPD ¶ 165 at 5. Generally, a contracting agency has broad discretion in determining whether offerors meet definitive responsibility criteria since the agency must bear the burden of any difficulties experienced in obtaining the required performance. *Id.* The relative quality of the evidence is a matter for the judgment of the contracting officer, as is the determination of the extent to which an investigation of such evidence may be required. *Id.*; *Motorola, Inc.*, B-234773, July 12, 1989, 89-2 CPD ¶ 39 at 5.

The record here shows that Centerra submitted a performance guarantee agreement executed by the chief executive officer of Constellis, LLC. AR, Tab D, Centerra's FPR at 19-21. While the performance guarantee, executed in the form provided in the solicitation, did not include a statement identifying Constellis, LLC as the awardee's parent organization, other portions of Centerra's proposal expressly and repeatedly did so. See *id.* at 42 ("Centerra Group, LLC, *along with its parent, Constellis, LLC*, commits throughout all levels of the corporation to achieve the policies of the Department of Labor and the Government"), 158 ("Centerra also [DELETED] its affiliate companies under common ownership and management control of *its parent company, Constellis*"), 170 ("Centerra is the Offeror and is a single-member LLC, *wholly owned by Constellis*"), and 395 ("We leverage [DELETED] of *our parent entity, Constellis*") (emphases added). Moreover, despite one organizational chart cited by the protester that appears to show another entity, Centerra-TDI Group Holdings, LLC, between the awardee and Constellis, LLC, neither that chart nor any other parts of the awardee's proposal identified Centerra-TDI Group Holdings, LLC as the awardee's parent entity. See *id.* at 395.

On this record, we find nothing unreasonable in the agency's conclusion that Centerra's proposal met the solicitation's requirement to provide a performance guarantee agreement from the offeror's parent organization. See AR, Tab H.6, Vol. I Evaluation at 3. Accordingly, we find no basis to sustain the protest on this ground.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel