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Decision

Matter of: Chugach Logistics-Facility Services JV, LLC

File: B-421451.7

Date: August 5, 2024

Douglas L. Patin, Esq. and Lisa A. Markman, Esq., Bradley Arant Boult Cummings LLP, for the protester.

Stowell B. Holcomb, Esq., Jackson Holcomb LLP, for Chenega Base and Logistics Services, LLC, the intervenor.

John C. Degnan, Esq. and Angela M. Fortier, Esq., Department of the Army, for the agency.

Todd C. Culliton, Esq. and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the agency unreasonably reevaluated another firm's proposal as part of corrective action is denied where the record shows that the agency reevaluated that proposal to address a procurement impropriety, and that any improvement in the evaluation was the result of the agency more fully considering the advantages offered.

2. Protest that the agency unreasonably failed to assign an additional strength to the protester's technical proposal is denied where the record shows that the agency reasonably considered the features of the firm's proposal and concluded that they did not warrant any additional strengths.

3. Protest that the agency unreasonably evaluated the protester's past performance proposal is denied where the record shows that the evaluation was reasonable and consistent with the terms of the solicitation.

4. Protest that the agency unreasonably conducted its tradeoff analysis is denied where the record shows that the agency reasonably compared the relative benefits and disadvantages offered by the competing proposals.

DECISION

Chugach Logistics and Facility Services JV, LLC, of Anchorage, Alaska, protests the award of a contract to Chenega Base and Logistics Services, LLC, of San Antonio,

Texas, under request for proposals (RFP) No. W912CN-22-R-0013, issued by the Department of the Army for base operations and maintenance services. Chugach argues that the Army unreasonably evaluated proposals and improperly made the selection decision.

We deny the protest.

BACKGROUND

On June 13, 2022, the Army issued the RFP to procure commercial base operations and maintenance services at Fort Wainwright in Fairbanks, Alaska. Agency Report (AR), Tab 3a, RFP at 1; AR, Tab 3b, RFP, Annex A, Overarching Performance Work Statement (PWS) at 4. Services to be provided include: solid waste management; grounds maintenance; snow, ice, and sand removal; maintenance surfaced and unsurfaced; facility maintenance; heating and cooling; wastewater; and, pest management. RFP, Annex A, Overarching PWS at 46.

The RFP contemplated the award of a hybrid fixed-price and time-and-materials indefinite-delivery, indefinite-quantity contract to be performed over a 60-day phase-in period, a 10-month base period, four 12-month option periods, and one 6-month extension period. AR, Tab 3r, RFP, amend. 2 at 10-24; AR, Tab 2a, Amended Contracting Officer's Statement (COS) at 2. Award would be made on a best-value tradeoff basis pursuant to the procedures set forth in Federal Acquisition Regulation (FAR) part 15, Contracting by Negotiation. RFP, amend. 2 at 36. Evaluation factors consisted of technical, past performance, property management plan, and price factors. *Id.* at 37. When combined, the non-price factors were to be considered equal to price. *Id.*

The technical factor included two subfactors, technical approach and management approach. RFP, amend. 2 at 38-39. The technical approach subfactor consisted of five elements: fire alarm; fire suppression and building mass notification systems; snow and ice removal and maintenance of paved and unpaved surfaces; heating and cooling services; facility maintenance and repairs; and execution plan summary. *Id.* at 39. The management approach factor consisted of two elements: program management and staffing, and key personnel. *Id.* When evaluating the technical factor, the agency would evaluate both the proposed approach and the related risk of unsuccessful performance and assign combined technical/risk ratings. *Id.* at 37-38. The RFP provided for the following color/adjectival rating combinations: blue/outstanding; purple/good; green/acceptable; yellow/marginal; and red/unacceptable. *Id.*

For the past performance factor, the agency would assess each offeror's quality of performance for recent and relevant contracts. RFP, amend. 2 at 39. Based on this assessment, the agency would assign an overall performance confidence assessment rating. *Id.* at 40.

Prior to the August 9, 2022, close of the solicitation period, three offerors, including Chugach and Chenega, submitted proposals.¹ Amended COS at 2. The agency's evaluation produced the following relevant results:

	Chugach	Chenega
Technical	Purple/Good	Purple/Good
--Technical Approach	Blue/Outstanding	Purple/Good
--Management Approach	Purple/Good	Purple/Good
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Property Management	Outstanding	Good
Total Evaluated Price	\$128,518,144	\$121,448,537

AR, Tab 8f, Source Selection Decision (SSD), May 22, 2023, at 12. After conducting the tradeoff analysis, the source selection authority (SSA) determined that Chenega's proposal represented the best value. *Id.* at 12-13. In this regard, the SSA determined that, while Chugach offered a better technical approach and property management plan, the advantages were not worth the \$7.1 million (5.82 percent) price premium. *Id.* at 11.

On June 13, 2023, Chugach filed a protest with our Office. *Chugach Logistics and Facility Services JV, LLC*, B-421451.3, B-421451.4, Sept. 8, 2023, 2023 CPD ¶ 270 at 1-2, *recon. denied*, *Chenega Base & Logistics Services, LLC; Dept. of the Army--Recon.*, B-421451.5, B-421451.6, Dec. 14, 2023, 2024 CPD ¶ 33 at 1. Chugach raised three principal allegations. *Id.* at 3. First, Chugach argued that the agency unreasonably evaluated its technical proposal. *Id.* Second, the firm argued that the agency unreasonably evaluated its past performance proposal. *Id.* Third, Chugach argued that the agency unreasonably conducted the tradeoff analysis, and improperly made the selection decision. *Id.*

After reviewing the allegations and the evaluation record, we agreed with Chugach that the agency unreasonably evaluated its proposal under the technical and past performance factors.² *Chugach Logistics and Facility Services JV, LLC, supra* at 5-6, 11-13. For the technical factor, our review showed that the agency concluded

¹ After receiving initial proposals, the agency conducted discussions and offerors, including both Chugach and Chenega, submitted final proposal revisions. Amended COS at 10.

² Chugach also argued that the agency unreasonably failed to assign three strengths to its management approach. *Chugach Logistics and Facility Services JV, LLC, supra* at 3-4. We denied this allegation because our review showed that the agency considered the features that Chugach alleged were indicative of superior performance, and that the agency had simply concluded these features satisfied performance requirements but did not represent strong additional benefits. *Id.* at 4.

that Chugach's management approach demonstrated a "low to moderate" level of risk, but that the evaluation record did not articulate what actual features of Chugach's management approach were indicative of unsuccessful performance. *Id.* at 5-6. Because the SSA had concluded that Chenega's management approach presented less risk than Chugach's management approach when comparing proposals, we found that Chugach was prejudiced by the unexplained risk attached to its management approach. *Id.* at 6-7.

For the past performance factor, Chugach argued that the agency unreasonably evaluated its referenced contracts (*i.e.*, the Fort Greely reference) as "relevant," as opposed to "very relevant." *Chugach Logistics and Facility Services JV, LLC, supra* at 8. Our review showed that the agency's evaluators assessed the referenced contract as "relevant" because Chugach did not perform all of the services required at Fort Wainwright. *Id.* at 9-10.

In its protest, Chugach disputed that evaluation, arguing that its referenced contract, in fact, did demonstrate all the services. *Chugach Logistics and Facility Services JV, LLC, supra* at 9-10. When responding, the agency did not counter Chugach's position that the referenced contract contained all the requisite services; instead, the agency argued that the referenced contract's tasks were not similar in magnitude or complexity to the tasks required at Fort Wainwright. *Id.* at 10. Ultimately, we sustained the allegation, concluding that the agency's counterargument was inconsistent with the contemporaneous evaluation record and that the agency had failed to rebut the protester's argument that its referenced contract, in fact, demonstrated each of the services required as part of this acquisition. *Id.* at 11-12. Further, we concluded that the agency's error resulted in competitive prejudice because it had concluded that Chenega's referenced past performance was superior due to Chenega demonstrating performance of one "very relevant" contract. *Id.* at 12.

In view of our conclusions, we recommended that the agency reevaluate Chugach's proposal under the technical and past performance factors. *Chugach Logistics and Facility Services JV, LLC, supra* at 13. We also recommended that the Army reevaluate the assignment of risk to Chugach's management approach and document any reasons for assigning risk. *Id.* As for the referenced past performance, we recommended that the agency should reevaluate the relevancy of the Fort Greely contract. *Id.* Following the reevaluation, we stated that the agency should conduct a new tradeoff analysis and make a new selection decision. *Id.*

After we issued our decision, Chenega requested that our Office reconsider our recommendation. See *Chenega Base & Logistics Services, LLC; Dept. of the Army--Recon., supra*.³ It argued that the Army similarly unreasonably attributed risk to its

³ The Army also requested reconsideration, arguing that our decision contained multiple factual and legal errors. *Chenega Base & Logistics Services, LLC; Dept. of the Army--Recon., supra* at 5-14. GAO denied the request because our review did not show that the decision contained factual inaccuracies or relied on incorrect legal principles. *Id.*

management approach and that the agency should reevaluate its proposal as well. *Id.* at 4. We dismissed this request because Chenega did not file a protest challenging its evaluation and therefore opining on the evaluation would have been inappropriate. *Id.* Moreover, we noted that our remedy, as always, was a recommended minimum, which did not preclude the agency from taking other reasonable and appropriate corrective measures. *Id.* at 4-5. Additionally, we noted that Chenega’s request was premature because it anticipated improper agency action--that is, the agency’s reevaluation would result in unequal treatment. *Id.* at 5.

After receiving our decisions, the Army elected to reevaluate Chenega’s proposal under both technical subfactors and Chugach’s proposal under the management approach subfactor. AR, Tab 12h, SSD, Mar. 18, 2024, at 3. The agency also elected to reevaluate Chugach’s past performance with respect to the recentness, relevancy, and quality of performance for the Fort Greely contract. *Id.* The agency’s reevaluation produced the following results:

	Chugach	Chenega
Technical	Blue/Outstanding	Blue/Outstanding
--Technical Approach	Blue/Outstanding	Blue/Outstanding
--Management Approach	Purple/Good	Blue/Outstanding
Past Performance	Satisfactory Confidence	Satisfactory Confidence
Property Management	Outstanding	Good
Total Evaluated Price	\$128,518,144	\$121,448,537

AR, Tab 12h, SSD, Mar. 18, 2024, at 19. The agency also reevaluated Chugach’s Fort Greely referenced contract as “relevant” because it was not of the same scope, magnitude, or complexity as the instant requirement. *Id.* at 13.

When comparing proposals, the SSA determined that Chenega represented the best value. AR, Tab 12h, SSD, Mar. 18, 2024, at 18, 20. The SSA concluded that Chenega’s technical proposal offered strategies that mitigated the risk of unsuccessful performance, enhanced operational readiness, employed top quality key personnel, and utilized innovative data sharing techniques, while Chugach’s technical proposal lacked similar key personnel or data sharing techniques. *Id.* at 16-17. The SSA also concluded that Chenega possessed better past performance because the firm demonstrated more consistent and higher quality service when compared with Chugach’s referenced performance. *Id.* at 17. Additionally, the SSA noted that, while Chugach’s property management plan was better, Chenega’s property management plan addressed all requirements in brief, but sufficient, detail. *Id.* Finally, the SSA noted that Chugach’s proposal was \$7,069,607 (or 5.82 percent) more expensive than Chenega’s proposal. *Id.* at 18.

After learning that its proposal was not selected, Chugach filed the instant protest with our Office.

DISCUSSION

Chugach raises multiple allegations challenging the agency's conduct of the acquisition. First, Chugach argues that the agency unreasonably reevaluated Chenega's proposal as part of the corrective action. Second, Chugach argues that the agency unreasonably evaluated its proposal under the management approach technical subfactor. Third, Chugach argues that the agency should have evaluated its Fort Greely reference as "very relevant." Finally, Chugach argues that the SSA unreasonably conducted the tradeoff analysis.

We have reviewed all of Chugach's challenges and find that none provide us with a basis to sustain the protest. To the extent we do not discuss any particular challenge, it is denied. At the outset we note that, in reviewing an agency's evaluation of proposals and source selection decision, it is not our role to reevaluate submissions; rather, we examine the supporting record to determine whether the evaluation and selection decision were reasonable, consistent with the solicitation, and adequately documented. *FreeAlliance.com, LLC*, B-420345.3, B-420345.4, Feb. 10, 2023, 2023 CPD ¶ 47 at 3. A protester's disagreement with the agency's judgments, or with the agency's determination as to relative merits of the competing proposals, does not establish that the evaluation or selection decision were unreasonable. *Id.*

Reevaluation of Chenega's Proposal

Chugach argues that the Army unreasonably reevaluated Chenega's proposal as part of implementing our recommended corrective action. Protest at 23-32; Comments at 3-15. In this regard, Chugach first complains that the Army should not have reevaluated the risk associated with Chenega's technical proposal because the Army did not arbitrarily assign risk to that firm's proposal. Comments at 3-9. Second, Chugach argues that the Army unreasonably improved its evaluation of Chenega's technical approach from "thorough" to "exceptional." *Id.* at 10-15.

The agency responds that it reasonably reevaluated the level of risk associated with Chenega's proposal because, like Chugach, the agency had not properly documented the reasons for assigning some amount of risk to Chenega's proposal. Memorandum of Law (MOL) at 17-20. Additionally, the Army responds that it reasonably revised its judgments concerning the merit of Chenega's technical approach because the agency reconsidered the features of the firm's management approach in determining the amount of risk present, and ultimately concluded that the features supported a better rating. *Id.* at 23-27.

The Army initially evaluated Chenega's technical proposal as warranting an overall rating of "Good." AR, Tab 8f, SSD, May 22, 2023, at 4; AR, Tab 8d, Source Selection Evaluation Board (SSEB) Report, Apr. 26, 2023, at 11. The agency assigned two

strengths and no weaknesses. AR, Tab 8d, SSEB Chairman Report, Apr. 26, 2023, at 11. The strengths were assigned because Chenega proposed to [DELETED] and to [DELETED]. The agency also noted that Chenega offered other beneficial features, including its snow dump plan. *Id.* Regarding risk assigned, the agency noted, without any further elaboration, that the amount of risk present was “low to moderate.” *Id.*

For Chenega’s management approach, the Army also assigned a rating of “Good.” AR, Tab 8d, SSEB Report, Apr. 26, 2023, at 12. The agency also identified two strengths and no weaknesses. *Id.* The strengths were assigned because Chenega’s proposed key personnel all exceeded the minimum qualifications, and the firm proposed an advantageous approach to workplace data sharing. *Id.* The Army also noted beneficial aspects of Chenega’s approach, including detailed information regarding the number of employees and proposed work locations. *Id.* Additionally, the agency noted, again without any elaboration, that the risk of unsuccessful performance was low to moderate. *Id.*

As part of its corrective action, the agency elected to reevaluate Chenega’s technical and management approaches because, like Chugach’s management approach, the Army concluded that they presented “low to moderate” risks of unsuccessful performance but never explained what features supported that determination. COS at 20; AR, Tab 12h, SSD, Mar. 18, 2024, at 3. After reevaluating Chenega’s technical proposal, the Army concluded that the firm’s proposal now warranted an overall rating of “Outstanding,” and that the firm’s risk of unsuccessful performance was “low.” AR, Tab 12e, SSEB Report, Feb. 21, 2024, at 11.

The Army assigned an “Outstanding” rating to Chenega’s technical approach. AR, Tab 12c, Chenega Technical Evaluation Team (TET) Report--Technical Approach, Jan. 22, 2024, at 1. The agency again noted two strengths associated with Chenega’s plans to [DELETED] and to [DELETED]. *Id.* at 1-2. The agency also noted or expanded upon additional beneficial features of the firm’s approach, such as the proposed snow removal plan, [DELETED], and ability to [DELETED]. *Id.* at 1.

Similarly, the Army assigned an “Outstanding” rating to Chenega’s management approach. AR, Tab 12d, TET Report--Management Approach, Jan. 22, 2024, at 1. The agency again noted two strengths associated with Chenega’s proposed key personnel and proposed use of a data sharing platform. *Id.* at 1-2. The agency also noted how the beneficial features (e.g., recruitment plan, number of employees with [DELETED], and robust understanding of RFP requirements) of Chenega’s management approach demonstrated an “exceptional” approach that presented a “Low” risk of unsuccessful performance. *Id.* at 1.

Turning to Chugach’s first challenge, we disagree that the agency unreasonably elected to reevaluate Chenega’s technical proposal. The details of implementing our recommendations for 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

our recommendation. *AXIS Mgmt. Grp., LLC*, B-408575.2, May 9, 2014, 2014 CPD ¶ 150 at 4. Here, we see nothing unreasonable about the agency's decision to reevaluate Chenega's technical proposal because the record shows that the Army's evaluation contained the same flaw as that referenced in our earlier decision--that is, the agency failed to document its reasons for assigning risk. See MOL at 21; COS at 20.

To illustrate, the Army previously evaluated Chenega's technical approach as demonstrating two strengths, multiple beneficial features, a thorough approach, and comprehensive plans to performing the requirement, yet somehow still represented a "low to moderate" risk of unsuccessful performance. See AR, Tab 8f, SSD, May 22, 2023, at 3. Similarly, the Army previously evaluated Chenega's management approach as demonstrating two strengths, a thorough approach, and a detailed staffing plan, but also somehow still represented a "low to moderate" risk of unsuccessful performance. See *id.* at 3-4. Thus, like its evaluation of Chugach's management approach, the Army failed to document its reasons or explain why Chenega's technical and management approaches represented some appreciable amount of risk for unsuccessful performance. As a result, we deny this protest allegation because our review confirms the agency's position that it reevaluated Chenega's proposal to remedy the same procurement impropriety that formed the basis of our recommendation.

Next, we address Chugach's allegation that the Army unreasonably improved the evaluation of Chenega's technical proposal from "good" to "outstanding." In this regard, GAO has consistently stated that the mere 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. *FreeAlliance.com, LLC*, B-420000.3 *et al.*, June 28, 2022, 2022 CPD ¶ 165 at 5. We have also generally found the argument that a reevaluation following corrective action was *per se* unreasonable because it was not reconciled with an earlier evaluation to be without legal or factual basis; this is because there is generally no requirement that an agency reconcile a later evaluation with an earlier one or explain why the evaluation changed. *Id.* at 6. Instead, the overriding concern in our review is not whether an agency's final evaluation is consistent with an earlier evaluation, but rather, whether the evaluation is reasonable and consistent with the solicitation's stated evaluation criteria. *Id.*

Here, we disagree that the agency unreasonably improved its assessment of Chenega's technical proposal. While reconsidering the level of risk present in Chenega's technical and management approaches, the Army necessarily reexamined the underlying features and strategies. See MOL at 23.

For example, with regard to Chenega's technical approach, the Army considered more fully particular aspects of the firm's approach and concluded that the features were more valuable than previously determined. Compare AR, Tab 7a, Chenega TET Report--Tech. Approach, Jan. 6, 2023, at 1 (concluding that the snow dump operations plan and [DELETED] teams will contribute to successful performance) with AR,

Tab 12c, Chenega TET Report--Tech. Approach, Jan. 22, 2024 at 1 (explaining that the snow dump operations plan will maximize traffic accessibility and the [DELETED] teams will increase productivity and decrease delays); see also MOL at 23-24. The SSA noted that Chenega's technical approach "transcends the standard expectations," and that the features represent a "comprehensive blend of elements [signifying] a proactive and exceptional approach to project execution, convincing me of [Chenega's] heightened potential to deliver superior performance." AR, Tab 12h, SSD, Mar. 18, 2024 at 5.

As for Chenega's management approach, the record shows that the Army reconsidered the firm's discussion of various requirements and determined that the firm demonstrated a meticulous approach and deep understanding. See AR, Tab 12d, Chenega TET Report--Management Approach, Jan. 22, 2024, at 1 ("The information provided by the Offeror, and the strengths in the Offeror's proposal identified, demonstrate an exceptional approach, plan and information that is meticulously consistent and in part exceeds requirements of the RFP."). The SSA noted Chenega's plan to use [DELETED] and data sharing technology significantly increases operational reliability, productivity, and proficiency. See AR, Tab 12h, SSD, Mar. 18, 2024, at 6.

Thus, we do not object to the agency's revised assessment of Chenega's technical proposal because the agency's judgments concerning Chenega's proposed features and strategies are consistent with a finding that the firm offered an "exceptional" approach with "low" risk of unsuccessful performance. To the extent Chugach complains that the SSA failed to reconcile the different evaluation results, we are unpersuaded; the record shows that the SSA simply reconsidered and more fully appreciated the benefits offered by Chenega's approach. See Comments at 13-15. Accordingly, we deny the protest allegation.⁴

Chugach's Management Approach

Chugach complains that the agency unreasonably failed to assign at least one additional strength to the firm's management approach. Protest at 59-61. According to Chugach, the SSA identified its management approach as containing two strengths but failed to formally recognize one of them. *Id.*; see also Comments at 33-38. The agency counters that Chugach misinterprets the evaluation. MOL at 50.

⁴ Chugach also argues that the agency unequally evaluated proposals because the Army improved the results of Chenega's evaluation but did not improve the results of its evaluation. See Protest at 26-27. To successfully allege unequal treatment, a protester must demonstrate that the agency unreasonably downgraded or failed to appreciate features in its proposal that were identical to, or substantively indistinguishable from, those contained in another proposal. *Spectrum Healthcare Resources, Inc.*, B-420759.2, B-420759.7, Aug. 19, 2022, 2022 CPD ¶ 214 at 7. Here, we dismiss this argument because Chugach does not identify any features common to both proposals that were evaluated unequally; merely complaining that the agency reevaluated proposals differently does not state a legally sufficient protest ground.

The management approach subfactor consisted of a program management and staffing element, and a key personnel element. RFP, amend. 2 at 39. When describing their management approaches, the RFP instructed offerors to address their plans for both elements. RFP at 137-138. In describing their approach to program management and staffing, offerors were required to provide their general organizational structure, along with an organization chart, proposed key positions, description of labor categories and number of personnel, and proposed staffing processes. *Id.* The agency would evaluate proposed approaches based on whether they provided an effective organizational and management structure by demonstrating sound organizational structure, sufficient personnel and resources, effective communication between contractor and government personnel, and sufficient rationale for selecting key positions. RFP, amend. 2 at 39.

When addressing key personnel, offerors were required to describe the relevant experience and education for proposed individuals. RFP at 138. Proposed key personnel would be evaluated based on whether they satisfied or exceeded the minimum education and experience requirements. RFP, amend. 2 at 39. For example, the “Project Manager” position requires that the proposed employee possesses a baccalaureate degree, five years of experience with base operations support, and a project management professional certification. AR, Tab 3s, RFP, attach. 3, Personnel Qualifications at 1.

For the management approach subfactor, the agency evaluators assessed Chugach as demonstrating a single strength and no weaknesses. AR, Tab 12a, Chugach TET Report--Management Approach at 1. The strength was assigned because Chugach demonstrated its ability to use a subcontractor to perform quick and efficient maintenance. *Id.* The agency evaluators also noted other beneficial features, including a “thorough” understanding of various technical requirements, a logical plan for coordinating with seasonal workforce partners for seasonal hiring efforts, ability to leverage corporate support, and plans to streamline work assignments and obtain sufficient staffing. *Id.* Based on this assessment, the agency evaluators determined that Chugach’s management approach warranted a “Good” rating and demonstrated a “low” risk of unsuccessful performance. *Id.*

When considering Chugach’s management approach, the SSA discussed the agency’s evaluators’ assessment, recognized the assigned strength, and ultimately agreed with the substance of the assessment. AR, Tab 12h, SSD, Mar. 18, 2024 at 9. When discussing her independent review, the SSA noted the beneficial features of Chugach’s approach, and also explained the following:

The single strength that bolstered [Chugach’s] rating to “thorough” was their well-explained and logical coordination strategy with seasonal workforce partners, coupled with an effective seasonal hiring plan which they intend to enhance through the utilization of their corporate-level resources for personnel in times of need. This demonstrates a robust capability to manage and adapt the workforce as required, which is critical to the success of our operations. Additionally, their plan to employ

tracking mechanisms and organizational strategies to efficiently assign work, thereby reducing unnecessary callbacks and overtime further solidifies their thorough rating.

Id. The SSA then went on to discuss why Chugach did not demonstrate an “exceptional” approach by explaining the following:

[D]espite these strong attributes, the Offeror did not present multiple strengths that would elevate their approach to an “exceptional” level. While they have indeed outlined a clear strategy for predictive staffing, recruitment, and workforce development, these elements did not surpass the expectations to the extent that additional distinct strengths were identified to warrant the higher rating. The Offeror’s proposal, while solid, lacked the innovative or advanced management practices that typically characterize an “exceptional” rating, which requires a demonstration of multiple strengths that have the potential to significantly benefit the government with exceptional performance likelihood.

Id.

On this record, we disagree with Chugach that the agency unreasonably failed to identify two strengths in the firm’s proposal. The record shows that the agency (including the evaluators and the SSA) recognized that Chugach demonstrated a particularly advantageous feature regarding its plan to utilize a subcontractor, and also multiple beneficial features, including plans to coordinate with seasonal workforce partners, leverage corporate personnel, and employ work streamlining methods. Nevertheless, the record shows that the agency considered all these features as simply demonstrating a “thorough” approach and only meriting the single noted strength.

While Chugach may argue that the SSA explicitly recognized a second strength, we agree with the agency that the firm overzealously interprets the SSA’s evaluation. When read in the context of the entire evaluation, the SSA’s reference to a “single strength” appears to be an inapt attempt to summarize all the beneficial features. See AR, Tab 14, Decl. of SSA at 3 (“My use of the word ‘strength’ in the SSDD was simply meant to again describe the positive aspect of Chugach’s proposal, and it was not meant to formally recognize it as an independent strength, which requires the positive aspect to surpass or exceed the specified performance or capability requirements to the advantage of the Government during contract performance.”).

In any event, the record shows that the SSA was aware of the features and strategies comprising Chugach’s management approach and considered them as demonstrating a “thorough” as opposed to “exceptional” approach because the firm did not propose innovative or advanced management practices. In this regard, Chugach has not demonstrated that any aspect of its management approach constitutes a universally recognized advanced management practice, such that we would have a basis to find the agency’s evaluation to be unreasonable. See Comments at 33-38. Thus, we deny

the allegation because the record shows that the agency considered the entirety of the firm's management approach and concluded that it did not warrant a higher assessment.

Chugach's Past Performance

Chugach asserts that the agency unreasonably evaluated its Fort Greely contract reference as "relevant," as opposed to "very relevant." Protest at 32-54. In support of this assertion, Chugach advances numerous arguments; principally, the firm contends that the agency unreasonably compared the scope and magnitude of the Fort Greely contract to the Fort Wainwright requirement. *Id.*; *see also* Comments at 16-27. The agency counters that it reasonably evaluated the Fort Greely reference. MOL at 27-38.

The RFP instructed offerors to reference up to three contracts demonstrating past performance for the prime contractor, and up to three additional contracts demonstrating past performance for each subcontractor, teaming member, or joint venture partner. RFP, amend. 2 at 32. The RFP advised that the agency would evaluate referenced contracts for recentness and relevance. *Id.* at 39. Recent contracts included those completed or performed during the past five years. *Id.* at 40.

When determining relevancy, the RFP provided a rating scale consisting of "very relevant," "relevant," "somewhat relevant," and "not relevant" ratings. RFP, amend. 2 at 40-41. As pertinent here, a "very relevant" rating would be assigned when a referenced contract was evaluated as demonstrating three of the following four criteria:

- 1) Involved in all of the same type of work [base operations support (BOS)], magnitude and complexity of effort required by the BOS PWS[;]
- 2) Work performed at [Department of Defense (DOD)] locations[;]
- 3) Involved directly with operating, maintaining, and repair of real property and equipment identified in the PWS[;]
- 4) Performed snow removal & grounds maintenance support services of same complexity and scope to those identified in the BOS PWS.

Id. at 40.

Similarly, a "relevant" rating would be assigned when a referenced contract was evaluated as demonstrating three of the following four criteria:

- 1) Involved in similar type work (e.g. HVAC maintenance), at magnitude and complexity of effort required by the BOS PWS[;]
- 2) Work performed at Federal or [DOD] locations[;]
- 3) Involved directly with operating, maintaining, and repair of real property and equipment identified in the PWS[;]
- 4) Performed snow removal & grounds maintenance support services of similar complexity and scope to those identified in the BOS PWS.

Id. at 40.

After assessing recentness and relevancy, the RFP advised that the agency would evaluate quality of performance, and then assign a past performance confidence assessment rating reflecting the agency's level of confidence that a contractor would perform the requirement successfully. RFP, amend. 2 at 39-41. Performance confidence assessment ratings consisted of: substantial confidence, satisfactory confidence, neutral confidence, limited confidence, and no confidence. *Id.* at 40.

Chugach, an unpopulated joint venture, referenced three contracts performed by one of its joint venture partners, Wolf Creek Federal Services, Inc. (WCFSI). AR, Tab 5c, Chugach Final Past Performance Proposal at 3. One of the referenced contracts described WFSCI's performance providing mission capability services at Fort Greely, Alaska. *Id.* at 17. As part of its proposal, Chugach explained that WCFSI provides project management; hazardous and solid waste management; airfield grounds maintenance; snow and ice removal services; emergency work services; building, facility, and grounds maintenance services; and, pest management services. *Id.* at 17-20.

The agency evaluated the Fort Greely contract as "relevant." AR, Tab 12b, Chugach Past Performance Evaluation at 4. The Army noted that the Fort Greely contract covers an area of 7,200 acres, while the Fort Wainwright requirement covers a non-contiguous land mass of 958,249 acres. *Id.* According to the Army, "[t]his distinguishes the two efforts by level of complexity and magnitude, since much of the work on this requirement takes place across the entirety of the [area of responsibility] (e.g. snow removal, paved and unpaved surface maintenance, etc.)." *Id.*

The Army also explained that WCFSI was not involved in some of the "same" type of work. AR, Tab 12b, Chugach Past Performance Evaluation 4. The agency explained that WCFSI did not identify refuse collection as part of their solid waste management services, or maintenance of unpaved surfaces (*i.e.*, gravel roads) as part of their surface maintenance services. *Id.* at 4-5. Regarding refuse collection, the agency explained that Fort Wainwright requires the operation of large heavy refuse collection trucks emptying 300 dumpsters on a weekly basis and dumpster maintenance at a rate of 100 dumpsters per year, but that WCFSI only explained that it provides recycling support at Fort Greely, which is typically a much smaller operation than refuse collection in Alaska. *Id.* at 5. As for maintenance of unpaved surfaces, the agency explained that Fort Wainwright has 385 miles of gravel roads and 37,560 square yards of gravel parking and storage areas, but that Chugach did not explain how WCFSI provided unpaved surface maintenance as part of the Fort Greely contract. *Id.*

Additionally, the Army explained that WCFSI did not perform snow or ice removal similar to the requirements at Fort Wainwright because, Fort Wainwright has 131 miles separating base components, while Fort Greely only has 7 miles separating base components. AR, Tab 12b, Chugach Past Performance Evaluation at 5. The Army also explained that Fort Wainwright has roads with grades of up to 13 percent and elevation

changes of up to 3,000 feet, which are much different than Fort Greely. *Id.* at 6. Further, the Army explained that, while Fort Greely and Fort Wainwright may have similar weather, Fort Wainwright has heavy snowfall and wind conditions in mountainous areas that create 10 foot plus snow drifts. *Id.* Thus, the Army did not assign a “very relevant” rating because it concluded that the Fort Greely contract did not meet three of the four criteria for receiving that rating. *Id.* at 4.

When reviewing an agency’s evaluation of an offeror’s past performance, our Office evaluates only whether the evaluation was reasonable and consistent with the stated evaluation criteria and applicable statutes and regulations, as determining the relative merit of an offeror’s past performance is primarily a matter within the agency’s discretion. *TeleCommunication Sys., Inc.*, B-413265, B-413265.2, Sept. 21, 2016, 2016 CPD ¶ 266 at 7. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings. *Id.* at 6-7. Additionally, an offeror’s disagreement with an agency’s evaluation judgments regarding past performance, by itself, does not demonstrate that those judgments are unreasonable. *Id.* at 7.

On this record, we have no basis to question the agency’s past performance evaluation. Our review confirms that the agency reasonably distinguished the Fort Wainwright requirement and the referenced Fort Greely contract. Indeed, whereas the Fort Wainwright requirement is for base operations services encompassing an area of 958,249 acres and at least 628 buildings, the Fort Greely contract encompassed a much smaller area consisting of 7,200 acres and 199 buildings.⁵ *Compare* AR, Tab 3b, RFP, Annex A, PWS at 4 *with* AR, Tab 5c, Chugach Final Past Performance Proposal at 18. Further, the PWS plainly requires the contractor to provide refuse collection services, but Chugach’s proposal did not explain that WCFSI performed that service as part of the Fort Greely contract. *Compare* AR, Tab 3d, RFP, Annex E, Solid Waste Management at 5 *with* AR, Tab 5c, Chugach Final Past Performance Proposal at 18 (explaining that the firm provides solid waste management services including recycling support and hazardous waste disposal).

Our review also shows that the RFP requires the contractor to maintain unpaved (*i.e.*, gravel) roadways, trails, shoulders, and parking areas, but Chugach’s proposal explained only that WCFSI maintained grass-covered and paved areas. *Compare* AR, Tab 3h, Annex J, Maintenance--Surfaced and Unsurfaced Areas at 3 *with* AR, Tab 5c, Chugach Final Past Performance Proposal at 20-21. Additionally, the RFP requires significant snow removal services, including from roads, airfields, and parking areas, but Chugach’s proposal only explained that WCFSI removed snow to maintain an active airfield. *Compare* AR, Tab 3f, Annex G, Snow, Ice and Gravel Removal at 3-6 *with* AR, Tab 5c, Chugach Final Past Performance Proposal at 19.

⁵ For the instant requirement, the contractor will be required to provide services and support for Fort Wainwright (13,423 acres and 628 buildings), the Donnelly Training Area (674,128 acres), the Yukon Training Area (266,891 acres), the Black Rapids Training Area (3,807 acres), and Seward Military Resort. RFP, annex A, PWS at 4-6.

Thus, our review confirms that, consistent with the RFP, the agency reasonably compared the Fort Greely reference against the Fort Wainwright requirements and concluded that the Fort Greely reference was not of the same magnitude or complexity. In this way, the agency reasonably determined that the Fort Greely reference did not satisfy two of the four criteria for receiving a “very relevant” rating; the first being that the Fort Greely contract did not involve all of the same type of work at the magnitude and complexity of the Fort Wainwright requirement, and the second being that the referenced contract did not involve the same level of snow removal services.

While Chugach may argue that the contracts are the same magnitude and complexity because they are for the similar dollar values and require similar numbers of employees, we disagree. See Comments at 20. The fact of the matter is the agency evaluators examined both contracts, and reasonably determined based on actual differences that the Fort Wainwright refuse collection and surface maintenance services, as well as snow removal services, were not the same. Further, while Chugach may contend that the agency required too exacting of a standard when comparing the services in the referenced contract against the services required for the Fort Wainwright requirement, see Protest at 51, we view that position as merely expressing displeasure with the agency evaluators’ meticulous attention to detail, which plainly does not provide us with a basis to sustain the protest. Accordingly, we deny the protest allegation.⁶

Moreover, we are unclear as to how the agency’s evaluation of the Fort Greely reference as “relevant” resulted in competitive prejudice. Competitive prejudice is an essential element of every viable protest, and we will not sustain a protest unless the protester demonstrates a reasonable possibility that it was prejudiced by the agency’s actions. *ValidaTek-CITI, LLC, B-418320.2 et al.*, Apr. 22, 2020, 2020 CPD ¶ 149 at 6.

Here, even if the agency had considered the Fort Greely reference to be “very relevant,” we fail to see how this would have improved the firm’s competitive standing. To illustrate, while the SSA noted that Chenega had one “very relevant” referenced contract, the distinguishing feature between the two offerors was their overall quality of performance.⁷ See AR, Tab 12h, SSD, Mar. 18, 2024, at 17. The SSA explained that

⁶ Chugach also argues that the agency conducted inadequate discussions because the Army did not identify the Fort Greely reference as demonstrating only “relevant,” as opposed to “very relevant” performance. See Protest at 54. In response, the agency explains, and we agree, that this argument does not provide us with a basis to sustain this protest allegation because, as part of the discussions process, an agency need only identify adverse past performance to which an offeror has not had an opportunity to respond. In this regard, the assignment of a rating of relevant does not represent adverse past performance for which the agency was required to provide Chugach with an opportunity to address in discussions. See MOL at 39-40 (citing FAR 15.306(d)(3)).

⁷ As part of its proposal, Chenega referenced one of its subsidiary’s performance on the incumbent contract, which was evaluated by the agency as “very relevant.” AR, Tab 6b, (continued...)

Chenega's referenced performance was evaluated as ranging from exceptional to satisfactory, while Chugach's referenced performance was rated as spanning from exceptional to marginal. *Id.* Further, the SSA explained that the ratings "are a critical indicator of past performance and provide a more nuanced distinction between the two Offerors, reinforcing the conclusion that Chenega has demonstrated a more consistent and higher quality of service delivery, which further reduces the performance risk for the government." *Id.* Thus, we do not think that a slight improvement to the relevancy determination of a single referenced contract would have improved Chugach's competitive position since the agency distinguished proposals based on quality of performance.

Tradeoff Analysis

Chugach asserts that the agency unreasonably compared proposals as part of the tradeoff analysis. Chugach raises numerous arguments in support thereof; most significantly, Chugach complains that the SSA unreasonably overlooked the substantive merit of Chugach's proposal, did not reasonably compare the technical merit of Chugach's and Chenega's proposals, and failed to consider offerors' evaluations under the property management plan factor. See Comments at 33, 43-48. The Army responds that the SSA conducted a thorough, reasonable, and complete comparison of the proposals. MOL at 52.

Before identifying Chenega's proposal as representing the best value, the SSA compared the proposals under each of the factors. AR, Tab 12h, SSD, Mar. 18, 2024 at 16. First, the SSA compared Chenega's and Chugach's technical proposals. *Id.* The SSA noted that Chugach offered a better technical approach, while Chenega offered a better management approach. *Id.* Despite the respective advantages, the SSA concluded that the features present in Chenega's management approach were more valuable because they mitigate the risk of unsuccessful performance, enhance operational reliability, and allows the firm to be more technically proficient. *Id.* at 17.

Second, the SSA compared Chenega's and Chugach's referenced past performance. AR, Tab 12h, SSD, Mar. 18, 2024, at 17. The SSA noted that Chenega's performance demonstrated a higher likelihood of successful performance because the firm had stronger quality of performance ratings than Chugach. *Id.*

Third, the SSA compared offerors' property management plan proposals. AR, Tab 12h, SSD, Mar. 18, 2024 at 17. The SSA noted that Chugach offered a superior plan, but that the advantage was insignificant because Chenega's plan, while brief, still provided sufficient detail and demonstrated ability to manage and maintain all property assets. *Id.* Fourth, the SSA compared proposed prices, and noted that Chugach's proposed price was \$7,069,607 (5.82 percent) higher than Chenega's proposed price. *Id.* at 17-18.

Chenega Past Performance Proposal at 3; AR, Tab 7c, Chenega Past Performance Evaluation Report at 2.

Based on these comparisons, the SSA determined that Chenega's proposal represented the best value. AR, Tab 12h, SSD, Mar. 18, 2024 at 18. The SSA noted that Chenega offered superior performance potential at a lower proposed price, and that Chugach's advantages under the technical approach and property management plan were simply not worth the price premium. *Id.*

Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of technical and price evaluation results; price/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the evaluation criteria. *Walbridge Aldinger Co.*, B-405949.2, Jan. 23, 2012, 2012 CPD ¶ 91 at 4. Selection decisions must be documented, and must include the rationale for any business judgments and tradeoffs made or relied upon the selection official, but there is no need for extensive documentation of every consideration factored into a tradeoff decision; rather, the documentation need only be sufficient to establish that the agency was aware of the relative merits and costs of the competing proposals and the selection decision was reasonably based. *Defense Base Servs., Inc.*, B-416874.3, B-416874.4, Aug. 19, 2019, 2019 CPD ¶ 304 at 7.

On this record, we have no basis to question the SSA's tradeoff analysis. First, we disagree with Chugach that the SSA overlooked any aspect of the firm's approach. As outlined above, the SSA reviewed the evaluation results, examined the proposals, and compared the entirety of the competing technical proposals. In fact, the SSA specifically explained that she judged Chenega's advantages under the management approach factor to be "superior" and the "preferred choice" when compared with Chugach's "strong technical capabilities." AR, Tab 12h, SSD, Mar. 18, 2024 at 17.

While Chugach may complain that the agency did not specifically identify and compare each of Chugach's assigned strengths under the technical capability subfactor as part of her tradeoff analysis, we are not persuaded that this demonstrated any error; the SSA was plainly aware of each of the strengths and beneficial aspects of Chugach's technical approach (and technical capability) as evident by her earlier discussion of them. AR, Tab 12h, SSD, Mar. 18, 2024 at 7-8. Further, extensive documentation providing a point-by-point comparison explaining why each of Chugach's strengths were less valuable than Chenega's management approach is not required. See *Defense Base Servs., Inc.*, *supra*.

We also disagree that the SSA unreasonably compared the technical merit of Chugach's and Chenega's proposals. The SSA did not discount the firm's advantages under the technical approach subfactor; rather, the SSA concluded that Chenega's advantages under the management approach (*i.e.*, plan to use [DELETED] and more qualified key personnel) were simply more valuable because they offered a higher likelihood for realizing technical proficiency. While Chugach may argue that this comparative judgment unfairly elevated the importance of the management approach subfactor, we are unpersuaded; instead, we think the judgment simply reflects the

SSA's conclusion that proposals were distinguishable on this basis. *Cf. New Directions Techs., Inc.*, B-412703.2, B-412703.3, Aug. 18, 2016, 2016 CPD ¶ 241 at 9 ("We previously found that when equally-weighted evaluation criteria are considered, the fact that one is chosen as more valuable does not mean that the relative weight of the criteria have been changed or abandoned; it simply means that one has become the discriminator between competing proposals.").

Finally, we disagree that the SSA failed to consider the property management plan proposals as part of the comparative analysis. As noted, the SSA's analysis clearly considered offerors' proposed property management plans, but simply concluded that Chugach's advantages were insignificant under the factor. To the extent Chugach argues that the agency should have weighed the benefits of its property management plan more heavily, we note that position constitutes disagreement with the agency's tradeoff analysis and does not provide us with a basis to sustain the protest. See *FreeAlliance.com, LLC, supra*. Accordingly, we deny the protest allegation.

The protest is denied.

Edda Emmanuelli Perez
General Couns