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Decision

Matter of: Chugach Logistics and Facility Services JV, LLC

File: B-421451.3; B-421451.4

Date: September 8, 2023

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DIGEST

1. Protest allegation that the agency unreasonably assigned risk to the protester's management approach is sustained where the record does not show that the assigned risk was based on any aspect of the firm's proposal.
 2. Protest allegation that the agency unreasonably failed to assign strengths to the protester's management approach is denied where the record shows that the agency considered the allegedly underappreciated aspects, and concluded that they were common and offered no special benefit.
 3. Protest allegation that the agency unreasonably evaluated the relevancy for one of the protester's referenced contracts as part of its past performance proposal is sustained where the record does not show that the agency's evaluation was consistent with the tasks performed under the referenced contract.
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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. W912CN22R0013, issued by the Department of the Army for base operations and maintenance services. Chugach

argues that the Army unreasonably evaluated its proposal, and improperly made the selection decision.

We sustain 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 3r, RFP, amend. 2 at 24. Examples of the services to be provided include: solid waste management, grounds maintenance, snow removal, heating and cooling maintenance, and pest management. AR, Tab 3b, RFP, annex A. Overarching Performance Work Statement (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. RFP, amend. 2 at 10-24; AR, Tab 2, Contracting Officer's Statement (COS) at 2. Award would be made on a best-value tradeoff basis considering technical, past performance, property management plan, and price factors. RFP, amend. 2 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 38-39. The management approach subfactor consisted of two elements: program management and staffing; and, key personnel. *Id.* at 39. When evaluating the technical factor, the RFP advised that the agency would evaluate both the proposed approach and the related risk of unsuccessful performance, and assign combined technical/risk ratings. RFP, amend. 2 at 37-38. The RFP provided the following color/adjectival rating combinations: blue/outstanding; purple/good; green/acceptable; yellow/marginal; and, red/unacceptable. *Id.*

For the past performance factor, the RFP advised that 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. 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 6f, Source Selection Decision Document (SSDD) 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.

After Chugach received its debriefing, the firm filed this protest with our Office.

DISCUSSION

Chugach raises multiple challenges to the conduct of the acquisition. First, Chugach argues that the agency unreasonably evaluated its technical proposal. Protest at 21-31. Chugach also argues that the Army unreasonably evaluated both its and Chenega’s past performance proposals. *Id.* at 31-32; Comments and Supp. Protest at 20-31. Finally, Chugach asserts that the agency unreasonably conducted the tradeoff analysis, and improperly made the selection decision. Comments and Supp. Protest at 31-41.

We discuss Chugach’s principal allegations below, and find that some provide us with a basis to sustain the protest. At the outset, we note that in reviewing allegations of improper evaluations, our Office does not reevaluate proposals; rather, we review the record to ensure that the evaluation and selection decision were reasonable and consistent with the terms of the solicitation, as well as applicable procurement statutes and regulations. *Basic Overnight Quarters, LLC*, B-406964, B-406964.2, Oct. 9, 2012, 2013 CPD ¶ 184 at 2. Additionally, a protester’s disagreement with an agency’s judgment does not provide us with a basis to sustain a protest. *DirectViz Sols., LLC*, B-417565.3, B-417565.4, Oct. 25, 2019, 2019 CPD ¶ 372 at 5.

Technical Proposal

Chugach asserts that the Army unreasonably evaluated its proposal as “good” under the technical factor. Specifically, Chugach argues that the agency unreasonably based this rating on an unsubstantiated “low-to-moderate” risk associated with the firm’s management approach. Comments and Supp. Protest at 10-13. Second, Chugach

contends that the agency failed to assign three strengths to its management approach. *Id.* at 16-17; Supp. Comments at 11-16. The Army responds that it reasonably evaluated Chugach's technical proposal, and management approach. Supp. Memorandum of Law (MOL) at 9-16.

As noted above, the technical factor consisted of technical approach and management approach subfactors. RFP, amend. 2 at 38-39. As relevant here, the management approach subfactor consisted of a program management and staffing element, and a key personnel element. *Id.* at 39.

When describing their management approaches, offerors were to address plans for program management and staffing, and for key personnel. 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 technical approach subfactor, the agency evaluated Chugach as demonstrating an "outstanding" technical approach. AR, Tab 6f, SSDD at 4. The agency concluded that Chugach's approach demonstrated one significant strength and seven strengths against no weaknesses or significant weaknesses. *Id.* at 4. The agency also concluded that Chugach's approach to real-time tracking of snow and ice removal, off-season materials inventory, digital thermography, boiler certification, snow and ice removal training, equipment tracking, and streamlined work assignments offered tangible benefits that exceeded the government's requirement. *Id.* at 4-5. The agency also concluded that the risk of unsuccessful performance presented by Chugach's technical approach was "low." *Id.* at 5.

For the management approach subfactor, the agency evaluated Chugach as demonstrating a single strength against no weaknesses or significant weaknesses. AR, Tab 6f, SSDD at 5. The strength was assigned because Chugach proposed to [DELETED], and the agency concluded that this feature would provide for quicker, more efficient responses to maintenance requirements. *Id.* Additionally, the agency identified

some advantageous aspects of Chugach's management approach, such as including a logical plan for coordinating and hiring seasonal personnel, ability to leverage corporate-level personnel when needed, and a streamlined method for assigning work tasks. *Id.* Although Chugach was not assigned any weaknesses or identified as having any disadvantageous features, the Army noted that the firm's risk of unsuccessful performance was "low to moderate." *Id.* Based on the evaluated level of risk and the presence of only a single strength, the agency assigned a rating of "good."

Relying on its assessment of both subfactors, the Army assigned a "good" overall rating to Chugach's technical proposal. AR, Tab 6f, SSDD at 5. The Army noted that Chugach was ineligible for an "outstanding" overall rating due to being evaluated as demonstrating "low to moderate" risk of unsuccessful performance for the management approach subfactor. *Id.* In other words, the agency downgraded Chugach's technical proposal solely because the firm's management approach demonstrated some level of risk that was above "low." See *id.* at 10 (showing that Chugach's management approach was evaluated as having slightly more risk of unsuccessful performance than Chenega).

Chugach first argues that the agency unreasonably assigned the "good" rating to its technical proposal because the evaluation documents do not identify what features present in Chugach's management approach demonstrated any risk of unsuccessful performance. Supp. Comments at 8-9. The agency responds that it reasonably assigned the "good" overall rating because, according to the Department of Defense's (DOD) source selection procedures, a proposal without any assigned weaknesses may be evaluated as demonstrating a "low to moderate" level of risk. Supp. MOL at 10-13; see also AR, Tab 10, SSA Statement at 2-3.

On this record, we conclude that the Army unreasonably evaluated Chugach's technical proposal. We agree with the protester that the evaluation documents do not articulate any basis for why Chugach's management approach was assigned some level of risk. See AR, Tab 6b, Technical Evaluation Team (TET) Report--Management Approach at 1; AR, Tab 6d, Source Selection Evaluation Board (SSEB) Chairman Report at 13; AR, Tab 6e, Source Selection Advisory Council (SSAC) Report at 7; AR, Tab 6f, SSDD at 5.¹

Our scrutiny of the record shows that neither the evaluation documents nor the agency's supporting statements explain what features of Chugach's management approach were

¹ We note that that the source selection advisory council (SSAC) report explains that the agency assigned risk to Chugach's management approach because the Army determined that Chugach did not offer a strong leadership team which could fully implement the advantages present in the firm's technical approach. AR, Tab 6e, SSAC Report at 7. This observation, however, was subject to corrective action in response to an earlier protest, and, during the course of this protest, the SSA chose "not to adopt" this finding. AR, Tab 10, SSA Statement at 2.

indicative of some performance risk.² For example, the SSDD provides that “[r]isk of unsuccessful performance by Chugach is low to moderate” without any elaboration. AR, Tab 6f, SSDD at 5. Similarly, the technical evaluators noted only that “[l]ow to moderate risk of unsuccessful performance has been assigned to the sub-factor as the proposal contains one strength and no weaknesses.” AR, Tab 6b, TET Report--Management Approach at 1.

As for the supporting statements, the agency attempts to explain that Chugach’s approach may require more government monitoring since evaluators determined that Chugach demonstrated a “thorough” approach; however, the Army never identifies the features that would lead to increased government monitoring, or explains how a “thorough” approach indicates increased risk. See Supp. COS at 5; COS at 23. Further, none of the statements identify any aspects of Chugach’s approach that would potentially compromise the firm’s performance. See Supp. COS at 5. Thus, we conclude that the agency unreasonably evaluated Chugach’s technical proposal because the assigned risk does not appear to be based on any aspect of the firm’s management approach. Cf. *Amtec Corp.*, B-240647, Dec. 12, 1990, 90-2 CPD ¶ 482 at 8 (agency unreasonably evaluated protester’s technical proposal as “marginal” where the Army’s conclusions, including that the proposal was poorly organized, was not supported by any discussion as to “precisely why” the Army reached those conclusions); *Engineering and Computation, Inc.*, B-261658, Oct. 16, 1995, 95-2 CPD ¶ 176 at 5 (agency unreasonably concluded that the protester’s proposal presented a performance risk where the agency failed to articulate its reasons for assigning the risk, and our own scrutiny of the record revealed no apparent basis for that concern).

Moreover, we conclude that that the agency’s arbitrary evaluation resulted in competitive prejudice. To sustain a protest, our Office must find that, but for the agency’s action, the protester would have had a substantial chance of receiving award (*i.e.*, the protester must demonstrate that it suffered competitive prejudice). *ManTech Advanced Sys. Int’l, Inc.*, B-416734, Nov. 27, 2018, 2018 CPD ¶ 408 at 7. Under this requirement, a protester need not demonstrate that it was likely or even probable that it would have received award; rather, the protester need only demonstrate a reasonable possibility of prejudice. *Id.*

Here, we conclude that, but for the agency’s unreasonable assignment of risk, Chugach would have had a substantial chance to receive award. Indeed, the record shows that the SSA specifically called out the higher level of risk associated with Chugach’s management approach as a distinguishing feature when comparing proposals during

² During the course of this protest, our Office asked the agency to “articulate specifically why Chugach was evaluated as demonstrating a ‘low to moderate’ level of risk for the management approach subfactor, and [to] explain how that determination is consistent with the evaluation record.” GAO Notice of Supplemental Report Schedule, July 25, 2023, at 1. The agency responded that the assigned rating of “good” was consistent with the DOD’s source selection procedures. AR, Tab 10, SSA Statement at 2-3; Supp. COS at 2-5.

the tradeoff analysis. AR, Tab 6f, SSD at 10 (“However, in comparing the management approach (sub-factor B) of both Offerors, Chenega proposed the stronger management approach and presented slightly less risk[.]”). As a result, we think it highly likely that Chugach’s chance of receiving award would have increased, had the agency not arbitrarily assigned risk to the firm’s management approach.³

Next, we address Chugach’s assertion that the agency unreasonably failed to assign three strengths to its management approach. Chugach argues that the agency identified three beneficial aspects of its approach, but unreasonably failed to recognize these aspects as strengths. Comments and Supp. Protest at 16-17. The agency responds that the three aspects did not qualify as strengths because they merely demonstrate Chugach’s ability to satisfy performance requirements, as opposed to exceeding performance requirements in a beneficial manner. AR, Tab 10, SSA Statement at 4.

As referenced earlier, the agency identified one strength, and three beneficial aspects of Chugach’s management approach when assigning the “good” rating. AR, Tab 6d, SSEB Chairman Report at 13. The agency identified Chugach’s plan to [DELETED] as a strength. *Id.* The agency also noted that Chugach’s management approach demonstrated a thorough approach because it included multiple beneficial aspects, such as a logical plan for coordinating and hiring seasonal personnel, ability to leverage corporate-level personnel when needed, and a streamlined method for assigning work tasks. *Id.*; AR, Tab 6b, TET Report-Management Approach at 1.

On this record, we do not find that the agency unreasonably failed to identify these beneficial aspects as strengths. The record shows that the agency fully considered these features, but determined that these aspects showed how Chugach would be able to meet performance requirements. AR, Tab 10, SSA Statement at 4. In this regard, the agency explains that Chugach’s plans for hiring seasonal personnel and leveraging corporate personnel are common to every contractor’s plan due to Fort Wainwright’s remote geographic location, and also that these aspects simply demonstrate that the firm will satisfy snow removal and general program management requirements. *Id.*; Supp. COS at 6. Similarly, the agency explains that Chugach’s streamlined work tracking mechanisms are common aspects, and merely show that the firm will be responsive and effective, as required by the RFP. AR, Tab 10, SSA Statement at 4; Supp. COS at 6. Thus, our review of the record shows that the agency considered these features, and concluded that they demonstrated a strong ability to satisfy performance requirements but did not offer any extra benefit warranting the assignment of a strength. *Cf. Oshkosh Defense, LLC, B-421506 et al.*, June 12, 2023, 2023 CPD

³ As an additional challenge to the agency’s evaluation of its technical proposal, Chugach argues that the agency unreasonably elevated the importance of the management approach subfactor when computing the overall technical rating. Comments and Supp. Protest at 3-10. Because we sustain Chugach’s challenge to the assignment of some level of risk to its management approach, we need not address its broader challenge to the agency’s evaluation of Chugach’s overall technical proposal.

¶ 141 at 17 (agency reasonably did not assign a strength because it fully considered the features present in the protester's proposal, and did not view the features as demonstrating any extra benefit).

To the extent the protester asserts that its identified features exceed performance requirements or are beneficial because they demonstrate excellent performance, we are unpersuaded. See Supp. Comments at 13-15. For example, Chugach argues that its streamlined work tracking system will limit recurrent communication between the agency and the contractor, and therefore, its system provides more than what the solicitation required. *Id.* at 15. We view this argument as merely representing disagreement with the agency's evaluation because, fundamentally, Chugach's argument simply disputes the Army's judgment of the worth and advantages ultimately provided by these features. See *Innovative Mgmt. Concepts, Inc.*, B-408070.2, Dec. 4, 2013, 2014 CPD ¶ 49 at 3 (protester's disagreement with agency's evaluation judgments, without more, do not provide a basis to sustain a protest). Accordingly, we deny this protest allegation.

Past Performance

Chugach contends that the agency unreasonably evaluated the firm's past performance proposal. Specifically, Chugach argues that the agency unreasonably evaluated one of its references (*i.e.*, the Fort Greely reference) as "relevant," even though that reference should have been evaluated as "very relevant." Supp. Comments at 26. In this regard, the protester argues that the agency assigned the "relevant" rating based on the erroneous conclusion that the reference did not require all of the same type of work as the instant requirement, and therefore, was ineligible for a "very relevant" rating under the first criterion. We sustain the protester's challenge because, as discussed below, the agency does not dispute the protester's argument, but rather advances a new basis for the agency's evaluation that is not consistent with the underlying contemporaneous evaluation.

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 work [base operations support (BOS)], magnitude and complexity of effort required by the BOS PWS[;]
- 2) Work performed at [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 (emphasis added).

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. [heating, ventilation, and air conditioning (HVAC) maintenance] at magnitude and complexity of effort required by the BOS PWS[;]
- 2) Work performed at Federal and [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.

RFP, amend. 2 at 40 (emphasis added).

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 the following: 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, [DELETED]. AR, Tab 4b, Chugach Past Performance Proposal at 3. One of its referenced contracts described [DELETED] performance providing mission capability support services at Fort Greely, Alaska. AR, Tab 4b, Chugach Past Performance Proposal at 15. As part of its proposal, Chugach explained that it provided several of the same services, including managing work efforts, providing preventative maintenance, waste management and recycling support, airfield grounds maintenance and upkeep, HVAC maintenance, plumbing, and various other services. *Id.* at 16-17.

The agency’s evaluators assessed Chugach’s record of past performance as demonstrating a “satisfactory confidence” rating. AR, Tab 6c, Chugach Past Performance Evaluation Report at 1. The evaluators assessed all of Chugach’s referenced contracts as “relevant,” including the Fort Greely contract. *Id.* at 2-3. Regarding this contract, the evaluators noted that the “relevant” rating was assigned because the firm did not provide all of the same type of work as the instant requirement, and therefore, was ineligible for a “very relevant” rating under the first criterion. *Id.* at 3.

Indeed, the evaluators noted that Chugach did not appear to provide refuse collection services, maintenance of unpaved surfaces, repair of paved and unpaved surfaces, or maintaining a wastewater treatment and collection system. *Id.*

Additionally, the evaluators noted that Chugach was ineligible for a “very relevant” rating under the fourth criterion because the firm did not provide snow removal and grounds maintenance services of the same scope and complexity. AR, Tab 6c, Chugach Past Performance Evaluation Report at 3. The evaluators also noted one “uncertainty” related to the firm’s lack of performance in providing sophisticated snow removal services. *Id.* at 4.

The SSEB chairman summarized the evaluation results, and agreed with the evaluators’ conclusions. AR, Tab 6d, SSEB Chairman Report at 22. The SSAC similarly agreed with the “satisfactory confidence” rating, and noted that the referenced contracts were determined to be relevant. AR, Tab 6e, SSAC Report at 9.

The SSA agreed with the rating assigned, and noted that all offerors were assessed as demonstrating “satisfactory confidence.” AR, TAB 6f, SSDD at 7. The SSA also noted that both Chugach and Chenega were assigned the same “uncertainty.” *Id.* When comparing proposals, the SSA determined that Chenega’s past performance proposal was most beneficial because Chenega had one contract that was evaluated as demonstrating “very relevant” past performance. *Id.*

Chugach argues that the agency unreasonably evaluated the Fort Greely reference as “relevant,” as opposed to “very relevant.” Comments and Supp. Protest at 22. Chugach asserts that this contract involved all of the same type of work as required by the instant requirement. *Id.* at 23. For instance, Chugach argues that its proposal demonstrates that the Fort Greely contract involved refuse collection services because its proposal shows that the firm provided “recycling support.” *Id.* Similarly, Chugach argues that the Fort Greely contract also involved maintenance of unpaved surfaces as required by the instant requirement because its proposal shows that the firm maintained grass-covered areas. *Id.* at 25. As another example, Chugach argues that the firm provided wastewater services because it operated and repaired plumbing systems, and ensured that storm-water discharge complied with applicable environmental regulations. *Id.*

In response, the agency does not refute the substance of the protester’s argument. Instead, the agency argues that it reasonably evaluated the Fort Greely contract as “relevant” because that contract’s tasks were not similar in magnitude or complexity to the instant requirement. AR, Tab 10, SSA Statement at 6-7; see *also* Supp. COS at 9-10. In this regard, the agency explains that the Fort Greely contract details maintenance efforts for a much smaller geographical area with fewer buildings and structures. AR, Tab 10, SSA Statement at 6-7.

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.* 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 7-8.

On this record, the agency fails to demonstrate that it reasonably evaluated the Fort Greely contract as "relevant." First, there is nothing in the contemporaneous evaluation record to support the agency's position that it assigned the "relevant" rating because the Fort Greely contract did not involve tasks of the same scope or magnitude. An agency may offer explanations supporting an evaluation (and the contemporaneous conclusions) after the filing of the protest, so long as any post-protest explanation is consistent with the underlying record and simply fill in unrecorded details. *CRAssociates, Inc.*, B-418194, Jan. 23, 2020, 2020 CPD ¶ 80 at 5. When an agency's post-protest explanation is not supported by the contemporaneous record, or is inconsistent with the evaluation documents, such explanations are unpersuasive and will be afforded little to no weight. *Avionic Instruments LLC*, B-418604, B-418604.2, June 30, 2020, 2020 CPD ¶ 225 at 6.

Here, the evaluation report noted that the "relevant" rating was assigned to the Fort Greely contract due to the agency's conclusion that Chugach did not perform all of the same services as required by this base operations support services contract. See AR, Tab 6c, Chugach Past Performance Evaluation Report at 3. For instance, the evaluators noted that Chugach "did not provide [past performance information] similar in scope to [PWS] Annex J as there is no indication of any maintenance of unpaved surfaces or repair of paved and unpaved surfaces." AR, Tab 6c, Chugach Past Performance Evaluation Report at 3.

Similarly, the evaluators noted that the past performance information "did not include past performance information for Annex L, wastewater services." AR, Tab 6c, Chugach Past Performance Evaluation Report at 3. While the evaluators noted that the environmental services provided were not "relevant to the scope and magnitude of Annex E[.]" the evaluators ultimately explained that Chugach "did not appear to have provided refuse collection services[.]" and never explains how the environmental services were not of the same magnitude. *Id.* Also, even though the evaluators identified some concern with Chugach providing ground services maintenance for only 60 acres, the evaluators never identified that feature as evidence that the referenced contract was not of the same magnitude or complexity as the Fort Wainwright requirement. AR, Tab 6c, Chugach Past Performance Evaluation Report at 4.

In completing the SSDD, the SSA agreed with the rating that the evaluators assigned, and did not articulate a different basis for finding that the Fort Greely contract was "relevant." AR, Tab 6f, SSDD at 7. The SSDD does not contain any reference showing

that the Fort Greely contract was evaluated as “relevant” due to concerns about differences between the geographical sizes of the bases, or the number of structures to be maintained. *Id.* Indeed, the SSDD shows that the SSA agreed completely with the ratings and rationale of the evaluators. *Id.* Thus, our review of the evaluation confirms the protester’s position that the agency assigned the “relevant” rating because the agency evaluators concluded that the Fort Greely contract lacked the same tasks as required by the instant acquisition, not because the magnitude or complexity of the services to be delivered were different. As a result, we find that the agency’s explanation lacks credibility because it is inconsistent with the underlying record.⁴ See *Avionic Instruments LLC, supra*.

In light of that determination, we conclude that the Army has failed to demonstrate that it reasonably evaluated the Fort Greely contract as “relevant.” See *Myers Investigative and Security Servs., Inc.*, B-287949.2, July 27, 2001, 2001 CPD ¶ 129 at 2 (GAO will draw an adverse inference when the agency does not offer any argument or evidence showing that the evaluation was reasonable). Significantly, the Army has not provided us with any basis to rebut the protest allegation. *Compare* Supp. MOL at 24-26 (arguing that the SSA’s independent analysis concluded that the Fort Greely contract was not “very relevant” because it did not meet the criteria for the same magnitude and complexity) *with* Comments and Supp. Protest at 24-27 (showing that the Fort Greely contract required the contractor to provide refuse collection, wastewater maintenance, and surface maintenance services). The Army does not offer any argument showing that the Fort Greely contract tasks were not of the same type as the tasks required under this solicitation. Supp. MOL at 24-26.

Thus, based on the record before us, we have no basis to disagree with the protester’s arguments that the similarity of the tasks performed under the Fort Greely contract are accurate, and conclude that the agency unreasonably evaluated Chugach’s past performance proposal. In this regard, we also note that our review confirms that the protester’s proposal included the alleged information demonstrating that it provided all of the same tasks. See, e.g., AR, Tab 4b, Chugach Past Performance Proposal at 15-17 (explaining that staff provided “[DELETED]” and that environmental personnel “[DELETED]”).

Further, we conclude that the agency’s evaluation caused Chugach to suffer competitive prejudice. Here, the SSA considered Chenega’s past performance proposal to be superior to Chugach’s proposal due to the fact that Chenega demonstrated performance of one “very relevant” contract. AR, Tab 6f, SSDD at 7, 11. As a result, we think Chugach was prejudiced by the error since the assignment of a

⁴ Although we find that the agency’s argument constitutes a post-protest explanation lacking credibility in our review of the contemporaneous past performance evaluation, we express no view as to whether the agency reasonably could evaluate the Fort Greely contract and the instant requirement as different in magnitude or complexity.

better relevancy rating possibly could negate Chenega's advantage. Accordingly, we sustain the protest allegation.⁵

Remaining Allegations

Chugach also raises various challenges to the agency's tradeoff analysis and selection decision. Comments and Supp. Protest at 32-41. For example, Chugach argues that the SSA failed to consider the underlying merits of the competing proposals when qualitatively comparing technical approaches. Supp. Comments at 34. Chugach also argues that the SSA minimized the importance of the property management plan factor because the SSA did not sufficiently appreciate Chugach's superiority. *Id.* at 35-36. Additionally, Chugach argues that the agency unreasonably considered an aspect of Chenega's management approach proposal as more beneficial when compared with its approach. Comments and Supp. Protest at 19-20.

In light of our conclusion that the agency unreasonably evaluated Chugach's proposal under the technical approach (management approach subfactor) and the past performance factor, we see no reason to consider Chugach's challenges to the tradeoff analysis because the conclusions are based on erroneous evaluations, which renders superfluous any further consideration at present. See *Monroe Sys. for Business, Inc.*, B-271136, May 17, 1996, 96-1 CPD ¶ 242 at 4, n.2 (GAO need not consider challenges rendered superfluous by other meritorious protest allegations); *accord Besserman Corp.*, B-237327, Feb. 14, 1990, 90-1 CPD ¶ 191 at 7, n.4.

RECOMMENDATION

We recommend that the agency reevaluate Chugach's proposal under the technical and past performance factors consistent with our decision. When evaluating Chugach's proposal under the technical factor, the agency should reevaluate its assignment of risk to Chugach's management approach, and document its reasons for the assignment of any risk. As for the past performance factor, the agency should reevaluate the relevancy of the referenced Fort Greely contract.

The agency should then conduct a new tradeoff analysis, and make a new selection decision. We also recommend that the agency reimburse the protester its costs of filing and pursuing the protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1).

⁵ As an alternative allegation, Chugach argues that the agency unequally evaluated both its and Chenega's proposals because the agency evaluated one of Chenega's references as "very relevant," despite similarly not providing all of the same types of services as required by the instant acquisition. See Supp. Comments at 33. We need not address this allegation since we have concluded that the agency unreasonably assigned the "relevant" rating to the referenced Fort Greely contract.

The protester's certified claim for costs, detailing the time expended and costs incurred, must be submitted to the agency within 60 days after receipt of this decision. 4 C.F.R. § 21.8(f).

The protest is sustained.

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General Counsel