



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: GKG Contractors, LLC

File: B-423941; B-423941.2

Date: January 22, 2026

Adam A. Bartolanzo, Esq., Stephen P. Ramaley, Esq., Cash W. Carter, Esq., and Samara A. Rahman, Esq., Miles & Stockbridge P.C., for the protester.
Aron C. Beezley, Esq., Patrick R. Quigley, Esq., Nathaniel J. Greeson, Esq., Eugene J. Benick, Esq., Winni Zhang, Esq., Elizabeth A. Brown, Esq., Jenna R. Mazzella, Esq., and Gabrielle A. Sprio, Esq., Bradley Arant Boult Cummings LLP, for Chugach Logistics and Facility Services JV, LLC, the intervenor.
Andrew Campos, Esq., and Erin L. Hernandez, Esq., Department of the Navy, 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 evaluated the awardee's proposal is denied where the record shows the evaluation was consistent with the terms of the solicitation.
 2. Protest that the agency unreasonably evaluated the awardee's past performance is denied where the agency reasonably elected not to consider prior projects that were not relevant to the instant acquisition.
 3. Protest that the agency unreasonably conducted the tradeoff analysis is denied where the agency compared the underlying merit of the proposals, and identified which proposal represented the best value consistent with the terms of the solicitation.
-

DECISION

GKG Contractors, LLC, of Isabela, Puerto Rico, protests the award of a contract to Chugach Logistics and Facility Services JV, LLC, of Anchorage, Alaska, under request for proposals (RFP) No. N62473-23-R-3218, issued by the Department of the Navy for base operation support services. GKG argues that the agency unreasonably evaluated proposals and improperly made the selection decision.

We deny the protest.

BACKGROUND

On August 14, 2024, the Navy issued the RFP to procure base operations support services at Naval Air Station Fallon, Nevada. Agency Report (AR), Tab 1, RFP at 1; AR, RFP Amendments and Performance Work Statement (PWS) at 2. The RFP contemplated the award of a fixed-price indefinite-delivery, indefinite-quantity contract to be performed over a 6-month base period, four 12-month option periods, a 6-month fifth period option, and a 6-month extension period. RFP at 2-3.

Award would be made on a best-value tradeoff basis considering corporate experience, past performance, key personnel, quality management system (QMS), safety, and price factors. RFP at 86. The corporate experience, key personnel, quality management system, and safety factors were to be considered equal and, when combined, were considered equal in importance to the past performance factor. *Id.* The technical factors, when combined, were significantly more important than the price factor. *Id.*

Three offerors, including GKG and Chugach, submitted proposals prior to the October 29, 2024, close of the solicitation period. RFP Amendments and PWS at 1438 (RFP, amend. 4). Following discussions, all three offerors submitted revised proposals and final proposal revisions by the April 16, 2025, closing date. Contracting Officer's Statement (COS) at 6; AR, Tab 6, Source Selection Decision (SSD) at 1. The agency's evaluation produced the following relevant results:

	GKG	Chugach
Corporate Experience	Outstanding	Outstanding
Key Personnel	Good	Good
QMS	Good	Good
Safety	Outstanding	Outstanding
Overall Technical Rating	Good	Good
Past Performance	Substantial Confidence	Substantial Confidence
Total Price	\$172,721,940	\$195,847,868

AR, Tab 6, SSD at 3. In conducting the tradeoff analysis, the source selection authority (SSA) compared the proposals of GKG and Chugach and concluded that Chugach offered the superior technical proposal. *Id.* at 6. The SSA noted that GKG offered a slightly better past performance record, but that Chugach had more robust corporate experience and longer tenured key personnel, as well as significantly more assigned strengths. *Id.* at 6-9. Ultimately, the SSA determined that Chugach's more advantageous technical proposal outweighed GKG's past performance and price advantage, and selected Chugach for award. *Id.* at 9, 12.

This protest followed.

DISCUSSION

GKG raises multiple allegations challenging the agency's conduct of the acquisition. Principally, the protester argues that the Navy unreasonably evaluated Chugach's proposal under the key personnel factor because one of the firm's proposed personnel did not meet the RFP's minimum qualification requirements. GKG also argues that the agency unreasonably evaluated the awardee's proposal under the QMS factor because the Navy did not consider the fact that Chugach's proposed quality manager lacked relevant experience. Additionally, GKG argues that the agency unreasonably evaluated Chugach's past performance. Finally, GKG argues that the agency unreasonably made the selection decision because it mechanically counted strengths, as opposed to considering the underlying merit of the competing proposals.¹

We have reviewed all GKG's allegations and find that none provide us with a basis to sustain the protest. We discuss the principal allegations below, but note, at the outset that, in reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's evaluation was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations.² *Revolve Sols. LLC*, B-423450, June 3, 2025, 2025 CPD ¶ 120 at 3.

Key Personnel

GKG argues that Chugach proposed a quality manager who failed to meet the minimum qualification requirements, and that the agency should have rejected Chugach's proposal on that basis. Comments and Supp. Protest at 6-11. The Navy responds that it reasonably assigned a weakness here and was not required to reject the proposal, because the minimum qualification requirements were not mandatory minimum thresholds; rather, the RFP provided evaluative assessment criteria which allowed the agency to assign credit based on how closely proposed personnel met the requirements. Supp. Memorandum of Law (MOL) at 5-6.

By way of additional background, the selected contractor was expected to provide several key personnel, such as a project manager, deputy project manager, quality manager, and public works manager. AR, RFP, PWS and Amendments at 25-27. For

¹ GKG also withdrew several allegations during the protest. As an example, GKG initially argued that the agency unreasonably evaluated the qualifications of its quality manager as part of the key personnel factor but later withdrew this allegation. Protest at 18-21; Comments and Supp. Protest at 19 n.11. As another example, GKG raised as a supplemental allegation that the agency unreasonably credited Chugach with the corporate experience and past performance of an affiliated company but later withdrew this allegation. Comments and Supp. Protest at 13-16; Supp. Comments at 6 n.5.

² To the extent we do not discuss a particular allegation, it is denied.

the quality manager, the PWS explains that the individual will have at least five years of experience in preparing and enforcing quality management systems (QMS) programs on contracts of similar size, scope, and complexity. *Id.* at 25-26.

As part of their proposals, the RFP instructed offerors to provide resumes for key personnel demonstrating the requisite experience and qualifications. RFP at 76. Specific to the quality manager, the RFP provided the following requirement:

The Quality Manager or designated alternate shall have a current [certified manager of quality/organizational excellence] certification and at least five (5) years of experience in preparing and enforcing [quality management systems (QMS)] programs on contracts of similar size, scope, and complexity. The Quality Manager or designated alternate shall not be the same person as the [Site Safety and Health Officer].

Id. at 77.

The RFP provided that the agency would evaluate key personnel as a means of evaluating the capability of each offeror. RFP at 77. Further, the RFP provided that the agency would assess the “degree to which Key Personnel demonstrate the work experience, education, and qualifications per the requirements set forth[.]” *Id.* Of particular note, the RFP then explained that failure to provide resumes or letters of commitment would result in a deficiency, that failure to provide requested information could result in a lower rating, and that longer-tenured employees could lead to a higher rating. *Id.* at 78.

The Navy evaluated Chugach’s proposal as “good” under this factor. AR, Tab 10, Source Selection Evaluation Board (SSEB) Report at 26. The agency identified two significant strengths, four strengths, and one weakness. *Id.* at 26-28. The weakness was assigned because the agency determined that the resume for Chugach’s proposal quality manager failed to demonstrate five years of experience preparing and enforcing QMS programs on contracts of similar size, scope, and complexity. *Id.* at 28. The Navy noted that the proposed individual’s resume indicated experience with a less complex contract and it failed to include clear indicators of project size limiting the government’s ability to assess the candidate’s qualifications. *Id.*

After reviewing the record, we do not find any basis to object to the agency’s evaluation given the particular terms of the solicitation here. While we agree with the protester that the RFP announced qualification requirements, the RFP critically did not state that any offeror with key personnel not meeting the requirements would be assigned a deficiency and rejected on that basis. Rather, as noted above, the RFP expressly provided that the agency would assess “[t]he *degree* to which Key Personnel demonstrate the work experience, education, and qualifications[.]” RFP at 77 (emphasis added). Furthermore, specifically as to the evaluation of key personnel, the RFP explained when a deficiency would be assigned, which was for a failure to provide a resume or letter of commitment. It did not specify that the failure of an offeror’s proposed personnel to

meet an experience requirement would automatically result in a deficiency. Rather, the solicitation expressly provided that the failure to submit any other information required under the proposed key personnel factor “may” cause the proposal to be “rated lower.” RFP at 78. Thus, consistent with the agency’s position, the RFP provided the agency with discretion to reject or simply downgrade a proposal, which failed to include information demonstrating that proposed key personnel in fact met the delineated qualifications. The fact that the agency opted simply to downgrade Chugach’s proposal is therefore unobjectionable. Accordingly, we deny the protest allegation.³

To be sure, the facts presented here are similar to situations we have previously addressed. *E.g.*, *Kilda Grp., LLC*, B-409144, B-409144.2, Jan. 29, 2014, 2014 CPD ¶ 80. In *Kilda*, the protester argued that two of the awardee’s proposed key personnel did not meet the minimum qualification requirements set forth in the solicitation, and, as a consequence, the awardee’s proposal should have been rejected outright. *Id.* at 6. The procuring agency evaluated the awardee’s key personnel as not demonstrating the requisite experience and assigned only a weakness. *Id.* at 6-7. Upon reviewing the record, we determined the following:

[W]e have no basis to question the propriety of the agency’s evaluation where the solicitation did not establish that the failure to demonstrate the requisite key personnel experience would result in rejection of the proposal; but rather, merely indicated that the agency would evaluate “the extent to which each requirement has been addressed.”

Id. at 7. Given this degree of similarity, we decline to read the instant RFP as constricting the agency’s evaluation discretion where the RFP did not state such in clear, definite terms.⁴

³ GKG also argues that, notwithstanding any discretion afforded by the terms of the RFP, the agency still should have assigned a deficiency because Chugach cannot satisfy the PWS requirements with the currently proposed individual. Supp. Comments at 13-14. Fundamentally, this argument represents disagreement with the agency’s decision to assign a weakness as opposed to a deficiency and does not provide us with a basis to sustain the protest. Additionally, we note that whether Chugach ultimately performs the contract in accordance with the PWS requirements is a matter of contract administration which our Office will not review. 4 C.F.R. § 21.5(a).

⁴ GKG argues that *Kilda* is not persuasive authority because, unlike here, the solicitation did not use the word “shall” when describing the qualification requirements. See Supp. Comments at 11 n.7. We view this distinction as immaterial; the facts of *Kilda* show that the solicitation contained minimum level of experience requirements and that the awardee’s personnel did not satisfy the requirements. *Kilda Grp., LLC, supra* at 6-7.

Quality Management System

GKG argues that the agency unreasonably evaluated Chugach's proposal under the QMS factor. Specifically, GKG argues that Chugach's proposal should have been evaluated less favorably because the proposed quality manager lacked experience preparing and enforcing a QMS, which severely inhibited the firm's ability to execute a successful QMS program. Comments and Supp. Protest at 12. The Navy responds that it reasonably evaluated Chugach's proposal because the QMS factor did not incorporate the qualification requirements set forth under the key personnel factor, or state that failure to meet the qualification requirements would result in a weakness or deficiency. Supp. MOL at 8. In any event, the Navy also argues that its evaluators were aware of the proposed quality manager's shortcomings when considering the firm's proposed QMS. *Id.* at 9.

As additional background, the RFP instructed each offeror to provide a summary of its QMS. RFP at 78. The summary should explain the processes and minimum controls used to ensure compliance with the PWS objectives. *Id.* It should also summarize the quality control team, identifying key personnel responsible for implementing and sustaining the success of the QMS. *Id.* at 79. In so doing, each offeror should identify the quality control manager and describe his or her role and responsibilities. *Id.*

The RFP stated that the agency would evaluate each offeror's QMS to determine their capability in meeting the performance requirements. RFP at 79. The RFP noted that failure to provide an adequate summary of the QMS would result in a deficiency. *Id.* The RFP also noted that an offeror's demonstrated experience with a successful QMS would be evaluated more favorably. *Id.* at 79-80.

Chugach included a summary of its QMS as part of its proposal. AR, Tab 8, Chugach Proposal at 45-52. The firm explained the organization of its personnel, noting that it had a quality manager (the same as the individual identified as one of the firm's key personnel), technicians, and other senior and mid-level personnel involved. *Id.* at 50-51.

The Navy evaluated and assigned Chugach's QMS a rating of "good." AR, Tab 10, SSEB Report at 34. The Navy noted that the firm's QMS was comprehensive, included adequate processes and controls, and a detailed summary of the firm's quality management team. *Id.* The Navy noted that Chugach's proposal met the requirements related to the QMS personnel because it identified the personnel, described their roles and responsibilities, showed how they were organized, and explained how the QMS program would be implemented across various offices. *Id.* at 34-35. Additionally, the agency identified one significant strength, and a strength associated with the firm's QMS. *Id.* at 35.

Here, we do not find the protester's allegation persuasive. As noted above, the RFP required offerors to explain how their QMS programs operated and managed, and then

stated that the agency would evaluate the degree to which the QMS would yield successful contract performance. RFP at 78-79. In other words, this factor sought to evaluate the scope of the QMS and ensure that it had an effective operational structure. Critically, it did not state that the agency would evaluate QMS programs based on the qualifications of the proposed quality manager, or otherwise expressly evaluate considerations that were reserved for the key personnel factor. See *id.* Thus, we do not find this allegation persuasive because the agency had no duty or was otherwise not required to consider the proposed quality manager's qualifications as part of the QMS evaluation. Accordingly, we deny this allegation.

Chugach's Past Performance

GKG argues that the agency unreasonably evaluated Chugach's past performance because the Navy ignored adverse past performance information. Supp. Comments at 19-26. Specifically, GKG argues that one of Chugach's proposed teaming members, an affiliated company, had negative past performance information that the agency failed to consider. *Id.* at 20-24. The Navy responds that it reasonably elected not to consider the referenced performance because Chugach did not include the information as part of its proposal, and the agency independently determined that the contracts were not relevant to this acquisition. See Agency's Resp. to GKG's Second Req. for Documents at 3-4.⁵

As part of the corporate experience factor, the RFP instructed offerors to provide a minimum of two and maximum of four recent and relevant projects demonstrating experience as a prime contractor for providing support services for airfield facilities, facility investment, and wastewater. RFP at 72. To be considered relevant, the projects must demonstrate services similar in size, scope, and complexity with an annual contract value equal to or exceeding \$10 million. *Id.*

For the past performance factor, the RFP instructed offerors to submit past performance questionnaires and contractor performance assessment reporting system (CPARS) evaluations for the projects claimed as demonstrating corporate experience. RFP at 75. To evaluate past performance, the agency would consider how well each offeror performed the identified projects. *Id.* at 76.

The RFP also stated that the agency "may review all CPARS evaluations for Offerors, for projects other than those submitted under [the corporate experience factor], with specific focus on quality, schedule, and management." RFP at 76. CPARS reports with ratings ranging from marginal to unsatisfactory may decrease an offeror's overall confidence assessment rating. *Id.*

⁵ GKG argues that our Office should disregard the agency's argument contained in this filing because we did not request it pursuant to 4 C.F.R. § 21.3(j). Supp. Comments at 24 n.10. We decline to do so because, had the agency not provided this legal argument voluntarily, we would have requested it.

In evaluating Chugach's past performance, the agency reviewed the CPARS evaluations for the projects identified in the firm's proposal. AR, Tab 10, SSEB Report at 21. The agency noted that Chugach and its teaming members demonstrated successful performance for relevant contracts and assigned a "substantial confidence" rating. *Id.*

As part of the past performance assessment, the SSA searched available databases for any additional relevant information concerning base operations support contracts performed by the offerors. AR, Tab 7, COS and Decl. of SSA at 11-12. The SSA identified another base operations support contract performed by Chugach's affiliated company. *Id.* at 12. While the SSA could not locate a CPARS report for this contract, the SSA found some records indicating poor evaluations. *Id.* at 12-13. Ultimately, the SSA determined that these records were not relevant because they had much smaller contract values, and as a result, disregarded the past performance information. *Id.*

In 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. *Rigid Security Grp., Inc.*, B-421409.2, Aug. 14, 2023, 2023 CPD ¶ 200 at 8. The evaluation of past performance, by its very nature, is subjective, and we will not substitute our judgment for reasonably based evaluation ratings. *Id.* An offeror's disagreement with an agency's evaluation judgments regarding past performance, by itself, does not demonstrate that such judgments are unreasonable. *Id.*

While agencies enjoy broad discretion in conducting their past performance evaluations, we have explained that in certain limited circumstances, an agency has an obligation, as opposed to the discretion, to consider information not contained in an offeror's proposal bearing on its past performance. *TriWest Healthcare Alliance Corp.*, B-401652.12, B-401652.13, July 2, 2012, 2012 CPD ¶ 191 at 33. This situation typically arises where past performance information is too "close at hand" (*i.e.*, contracts for the same services with the same procuring activity) or otherwise personally known to the evaluators. *Id.* To succeed on this claim, the protester must demonstrate that the evaluators had actual or constructive knowledge of the performance, and then that the agency unreasonably disregarded such information. *Id.*

On this record, we find that the agency reasonably disregarded the past performance information for the affiliated company because it determined that the performed contracts were not relevant. As noted above, the RFP defined a relevant contract as one that encompassed work in particular base operations support service areas and had an annual contract value equal to or exceeding \$10 million. In this regard, the record shows that the SSA reviewed these contracts, and determined that they were of no value to her assessment because they were valued at less than \$10 million and were therefore not relevant. Furthermore, our review confirms that these contracts had lower annual values. See AR, Tab 11, Affiliated Company's CPARS Reports at 1, 7, 13.

Given the agency's cogent consideration, we find nothing objectionable about the decision to disregard these contracts from the past performance evaluation.⁶

Selection Decision

As a final matter, GKG argues that the agency unreasonably conducted its tradeoff analysis. Specifically, GKG argues that the agency unreasonably concluded that its record of past performance was only slightly better than Chugach's. Comments and Supp Protest at 24-26. GKG also argues that the agency failed to consider meaningfully the underlying merit of the competing proposals and improperly determined that Chugach's was worth a \$23 million price premium. *Id.* at 26-30. The Navy responds that it reasonably conducted the tradeoff analysis. MOL at 25-27.

For ease of reference, the SSA compared proposals and determined that Chugach submitted the strongest technical proposal. AR, Tab 6, SSD at 6. The SSA noted that Chugach had an impressive number of appreciable benefits, which were evaluated as eight significant strengths and eight strengths, against only a single evaluated weakness. *Id.*

When comparing Chugach and GKG directly, the SSA determined that Chugach had superior corporate experience because, while both had a single project offering experience in air operations and utility services, Chugach also had another project that demonstrated experience with airfield facilities, facility investment, and wastewater maintenance and support services. AR, Tab 6, SSD at 7. The SSA noted that having this additional source of experience was extremely advantageous because the duties performed were very similar in scope and complexity. *Id.* The SSA also noted that GKG referenced only a single project demonstrating experience performing and managing a contract greater than \$14 million, but Chugach demonstrated three such projects. *Id.*

The SSA also compared Chugach's and GKG's records of past performance. The SSA noted that both offerors received satisfactory or higher quality of performance ratings for the contracts they identified as parts of their proposals. AR, Tab 6, SSD at 7. In this regard, Chugach identified three referenced projects, while Chugach identified four referenced projects. *Id.* Based on her comparison, the SSA noted that both offerors were rated similarly, but "because of its additional project and slightly higher ratings, GKG's [past performance] proposal is just slightly better than [Chugach's] [past performance] proposal." *Id.*

⁶ GKG argues that the agency also unreasonably failed to consider a contract performed by another teaming member. Comments and Supp. Protest at 19-24. We deny this allegation because the record shows that the agency determined that the contract was not relevant. MOL at 15. The agency determined that the contract did not include performing the same number of similar services and had a lower annual contract value. *Id.*

When comparing key personnel, the SSA concluded that Chugach offered the stronger team. AR, Tab 6, SSD at 7-8. The SSA noted that Chugach's team included two individuals with lengthy and continuous employment history with the firm, which was advantageous because "current and continuous employment with the Offeror" is the "consideration that provides the greatest evidence that the employee has successfully performed and the greatest likelihood that the proposed Key Personnel will actually be performing the requirement." *Id.* at 7.

For the QMS and safety factors, the SSA concluded that the proposals were approximately equal because both were evaluated as having similar records of quality management performance and proposed safety features. AR, Tab 6, SSD at 8-9.

Based on the comparison, the SSA concluded that Chugach's proposal was more advantageous because it offered more beneficial features under the corporate experience and key personnel factors. AR, Tab 6, SSD at 9. The SSA noted that, while GKG had a slight advantage under the past performance factor, the other technical factors, when combined, were of equal importance to the past performance factor. *Id.* In this regard, the SSA noted that Chugach had significantly more strengths under the experience and key personnel factors, which outweighed any slight advantage GKG offered under the past performance factor. *Id.*

The SSA also considered GKG's price advantage but determined that Chugach's proposal was still more valuable. The SSA noted that the "sheer volume" of advantageous features present in Chugach's proposal represented clear long-term value and operational advantages that were worth the 13 percent difference in proposed prices. AR, Tab 6, SSD at 9. Indeed, the SSA explained that "[t]he considerable breadth and depth of [Chugach's] corporate experience are expected to result in better operational outcomes and the longevity of its Key Personnel team are expected to offer long-term stability to the considerable advantage of the Government and justify the price premium." *Id.*

Source selection officials have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results, and their judgments are governed only by tests of rationality and consistency with the stated evaluation criteria. *Arcticom, LLC*, B-421256, B-421256.2, Dec. 28, 2022, 2023 CPD ¶ 13 at 8. In reviewing an agency's selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Id.*

Here, we find no basis to object to the agency's selection decision. While GKG argues that the SSA did not reasonably recognize or consider its advantage under the past performance factor, we disagree. First, our review shows that the SSA recognized GKG's slightly higher quality of performance and additional relevant project when comparing proposals because she specifically concluded that GKG's past performance was better for these reasons. Second, our review shows that the agency considered

GKG's advantage because she repeatedly acknowledged such aspect in her analysis. While GKG may argue that the SSA should have valued its record of past performance as significantly better than Chugach's, we note such argument merely constitutes disagreement with the SSA's comparison and does not provide us with a basis to sustain the protest. *HGS Eng'g, Inc.; American Commercial Grp., Inc.*, B-412042, B-412042.2, Dec. 10, 2015, 2015 CPD ¶ 390 at 4 ("A protester's disagreement with the agency's determinations as to the relative merits of competing proposals, or disagreement with its judgment as to which proposal offers the best value to the agency, does not establish that the source selection decision was unreasonable.").

Similarly, we disagree with GKG that the SSA unreasonably failed to consider the underlying merit of the proposals, or otherwise mechanically counted the strengths and weaknesses assigned. Indeed, our review of the record shows that the SSA meticulously compared the strengths and disadvantages offered by the proposals. As noted above, the SSA explored the assigned strengths, identified Chugach's strengths as the most advantageous, and then explained why these strengths were, in fact, extremely beneficial to the agency. Thus, we deny the protest allegation because the record shows that the SSA compared the underlying merit of the proposals, and then, consistent with the RFP's terms, concluded that Chugach's advantages represented the better value.

The protest is denied.

Edda Emmanuelli Perez
General Counsel