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Decision

Matter of: Enviremedial Services, Inc.

File: B-423552.3

Date: March 24, 2026

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Michael P. Wilt, Esq., Department of the Army, for the agency.

Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's evaluation of past performance relevance is dismissed as untimely where the protester raised the protest ground in a prior protest, our Office denied it, and the protester did not timely request reconsideration of our prior decision.
 2. Protest challenging agency's evaluation of past performance is denied where the evaluation was reasonable and consistent with the solicitation's terms.
 3. Protest challenging agency's best-value tradeoff is denied where the agency's tradeoff was reasonable, adequately documented, and consistent with the terms of the solicitation.
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DECISION

Enviremedial Services, Inc. (ESI), a small business of Oceanside, California, protests the award of a contract to BryMak & Associates, Inc., a small business of Clarksville, Tennessee, under request for proposals (RFP) No. W912HP25R1000, issued by the Department of the Army, Corps of Engineers (Corps), for preventative maintenance, repair work, and other facilities services at locations across Georgia, North Carolina, and South Carolina. The protester challenges the agency's evaluation of past performance and the resulting source selection decision.

We deny the protest.

BACKGROUND

On February 10, 2025, the Corps issued the RFP as a small business set-aside in accordance with the procedures of Federal Acquisition Regulation (FAR) part 15, seeking proposals to provide preventative maintenance, repair work, and other facilities services at 18 sites in Georgia, North Carolina, and South Carolina in support of the United States Army Reserve's 81st Readiness Division. Agency Report (AR), Tab 3, RFP at 1, 3; AR, Tab 9, Performance Work Statement at 1, 6, 157.¹ The solicitation contemplated the award of a fixed-price, indefinite-delivery, indefinite-quantity contract for a 12-month base period and four 12-month option periods. RFP at 3; Memorandum of Law (MOL) at 1.

The solicitation provided for the contract to be awarded to the offeror whose proposal represented the best value to the agency, considering price and two non-price factors, understanding of the work and past performance. RFP at 70. The solicitation stated that, for the purposes of the best-value tradeoff, the non-price factors, when combined, were "approximately equal in importance to price." *Id.*

As relevant here, the agency was to evaluate proposals under the past performance factor by assessing the recency, relevancy, and quality of the offerors' past performance. *Id.* at 74-76. The RFP instructed offerors to submit a minimum of three, but no more than five, relevant past performance contracts. *Id.* at 74. The RFP advised offerors that the past performance evaluation could utilize past performance information not submitted in the proposals, including information from sources such as the contractor performance assessment reporting system (CPARS) database. *Id.* at 75. The RFP mandated that a past performance reference would only be considered relevant if it was awarded to an offeror, or its team member, as a prime contractor.² *Id.* at 72.

The solicitation stated that each reference would be evaluated to confirm its relevancy. *Id.* at 74. In evaluating relevance, the agency was to consider how similar the contract's service, complexity, dollar value, contract type, use of key personnel, and extent of subcontracting or teaming were to the instant requirement. *Id.* at 75. The agency was

¹ The agency amended the solicitation twice. See AR, Tab 4, RFP amend. 0002. Unless otherwise noted, citations to the solicitation in this decision are to the version produced by the agency as tab 3 of the agency report.

² The RFP contemplated that offerors could submit proposals as prime-subcontractor teams but advised that for teaming arrangements "to be recognized for purposes of source selection evaluation," proposals had to fully disclose the teaming arrangement and company relationships. RFP at 71. The RFP also defined the recency, scope, and size of relevant contracts. In this regard, a relevant contract was defined as a contract that was ongoing or completed within 5 years of the RFP's closing date; was fundamentally for facilities preventative maintenance, repair work, and service calls; and had a contract value of no less than \$400,000 per year. *Id.* at 72.

to assign each proposal a relevancy rating of very relevant, relevant, somewhat relevant, or not relevant.³ *Id.* at 76.

The solicitation provided that the agency would then perform a past performance confidence assessment considering “how well the contractor performed” on its referenced contracts. *Id.* at 76. Based on this assessment, the Corps would assign a past performance confidence rating of substantial confidence, satisfactory confidence, limited confidence, no confidence, or unknown confidence. *Id.* The evaluation was to be a “subjective assessment . . . based on consideration of all relevant facts and circumstances.” *Id.* at 75. The solicitation specified that “the evaluators will assess whether the [o]fferor has obtained an overall satisfactory past performance rating on relevant contracts in order to demonstrate” the offeror’s ability to accomplish the RFP requirements. *Id.* at 74.

The agency received four timely proposals by the solicitation’s March 13 closing date, including from BryMak and ESI. AR, Tab 7, Revised Source Selection Evaluation Board (SSEB) Report at 2; RFP at 1. The source selection authority (SSA), determined that BryMak’s lower-rated and lower-priced proposal, represented the best value to the government. *Enviremedial Servs., Inc.*, B-423552, B-423552.2, Aug. 28, 2025, at 5.

On May 20, ESI filed a protest with our Office, challenging the agency’s evaluation of past performance and price, as well as the source selection decision.⁴ On August 28, we sustained ESI’s protest in part. *Id.* at 1. Specifically, we found that certain aspects of the agency’s relevancy evaluation were unreasonable or not sufficiently documented. *Id.* at 7-11. We also found that the agency’s best-value tradeoff failed to qualitatively compare proposals and was based on an unreasonable past performance evaluation. *Id.* at 12-13. We recommended that the agency reevaluate proposals in a manner consistent with the terms of the solicitation and make a new source selection decision. *Id.* at 14.

³ The RFP defined very relevant past performance as applying to an effort that “involved essentially the same scope and magnitude of effort and complexities this solicitation requires.” RFP at 76. The RFP defined relevant past performance as applying to an effort that “involved similar scope and magnitude of effort and complexities this solicitation requires.” *Id.*

⁴ ESI filed a supplemental protest on June 30, raising additional challenges to the agency’s evaluation and source selection decision.

Following the decision, the agency reevaluated BryMak’s and ESI’s proposals as follows:⁵

	BryMak	ESI
Understanding of the Work	Good	Outstanding
Past Performance		
Relevancy	Very Relevant	Very Relevant
Confidence	Substantial Confidence	Substantial Confidence
Price	\$16,754,056	\$17,110,333

AR, Tab 7, Revised SSEB Report at 2; AR, Tab 8, Revised Source Selection Decision Document (SSDD) at 5.

For the understanding of the work factor, the agency assigned BryMak’s proposal a rating of good, identifying four strengths and two weaknesses. AR, Tab 7, Revised SSEB Report at 6. The agency assigned ESI’s proposal a rating of outstanding under the understanding of the work factor with one significant strength, six strengths, and no weaknesses. *Id.* at 9.

In evaluating past performance, the SSEB found that ESI submitted five very relevant past performance contracts, all performed by ESI as a prime contractor, which had earned Contractor Performance Assessment Report (CPAR) ratings of mostly exceptional or very good. AR, Tab 7, Revised SSEB Report at 10-11. While the evaluators noted that most of the 172 ratings (from 39 total CPARs) were exceptional and the remainder included a “high percentage of very good and satisfactory ratings,” the evaluators did find that one contract “had 3 marginal ratings on a 6-month interim CPAR evaluation.” *Id.* at 9-10.

For BryMak’s past performance, the agency found that the firm submitted one very relevant and one relevant contract that BryMak had performed as a prime contractor and one relevant contract BryMak had performed as a member of a joint venture that was the prime contractor. *Id.* at 6-8. The evaluators found that these three past performance references had earned very good and satisfactory CPAR ratings. *Id.* The agency also found that BryMak submitted two very relevant contracts on behalf of its teaming partner and proposed key subcontractor, CB Facilities Solutions (CBFS), one performed by CBFS as a prime contractor and another performed by a joint venture to which CBFS was a member. *Id.* The evaluators found that these two past performance references had earned exceptional CPAR ratings. *Id.*

Based on the SSEB report and the evaluators’ price analysis, the SSA concluded that BryMak’s proposal presented the best value to the government. AR, Tab 8, Revised SSDD at 1, 12. In comparing ESI’s and BryMak’s proposals, the SSA noted that ESI’s

⁵ We note that the agency assigned the same adjectival ratings and calculated the same total evaluated prices as in the first evaluation. *Enviremedial Servs.*, *supra* at 4.

proposal had “a slight advantage in its understanding of the work” factor. *Id.* at 12. With regard to past performance, the SSA found that “while ESI provided a greater amount of total experience,” its marginal ratings on one very relevant contract “offset[] any potential advantage of [its] larger amount [of] past performance” when compared to BryMak. *Id.* The SSA also noted that BryMak had no marginal CPAR ratings in its record. *Id.* In reaching the award determination, the SSA noted that price was considered approximately equal in importance to the two non-price factors. *Id.* The SSA then explained that ESI’s 2.1 percent price premium was not justified by either ESI’s “small technical benefit” or its greater past performance experience, in light of “the potential performance risks associated with ESI’s multiple [m]arginal” CPAR ratings. *Id.*

On December 3, the Corps notified ESI of the post-corrective action award to BryMak. Contracting Officer’s Statement (COS) at 1. Following a debriefing, ESI filed this protest with our Office. MOL at 8.

DISCUSSION

The protester challenges the agency’s evaluation of past performance and the resulting source selection decision. We note that the protester raises several collateral arguments. While our decision does not specifically address every argument, we have reviewed all the arguments and conclude that none provides a basis to sustain the protest.

Past Performance

ESI challenges multiple aspects of the agency’s evaluation of BryMak’s past performance. Protest at 25-32; Comments at 20-26. The agency generally responds that its evaluation of BryMak’s past performance was reasonable and consistent with the terms of the solicitation. COS at 7-9; MOL at 14-15. As discussed below, we agree with the agency.

When a protester challenges an agency’s evaluation of past performance, we will review the evaluation to determine if it was reasonable and consistent with the solicitation’s evaluation criteria and procurement statutes and regulations, and to ensure that it is adequately documented. *Jacobs Tech., Inc.*, B-420016, B-420016.2, Oct. 28, 2021, at 5. An agency’s evaluation of past performance, including its consideration of the relevance, scope, and quality of an offeror’s performance history, is a matter of discretion which we will not disturb unless the agency’s assessments are unreasonable or inconsistent with the solicitation criteria. *Metropolitan Interpreters & Translators, Inc.*, B-415080.7, B-415080.8, May 14, 2019, at 10; see also *SIMMEC Training Sols.*, B-406819, Aug. 20, 2012, at 4. Accordingly, we will not substitute our judgment for reasonably-based past performance evaluation ratings. *Nexsys Elecs. Inc., d/b/a Medweb*, B-419616.4, Jan. 7, 2022, at 5. Further, a protester’s disagreement with the agency’s judgment does not establish that an evaluation was unreasonable. *FN Mfg., LLC*, B-402059.4, B-402059.5, Mar. 22, 2010, at 7.

Relevance of Subcontractor Past Performance

ESI first contends that the agency unreasonably credited BryMak with the relevant past performance of its proposed subcontractor CBFS. Protest at 27-28; Comments at 25-26. The protester notes that the solicitation required that offerors proposing to use key subcontractors fully disclose and describe their teaming arrangement, including the major or critical aspects to be performed by each team member. Protest at 27 (*citing* RFP at 71). ESI alleges that BryMak's proposal indicated CBFS would "be doing very little work as a subcontractor" and therefore the agency could not reasonably credit its past performance to BryMak. Comments at 25-26.

In response, the intervenor and agency request that we dismiss this protest ground as untimely. Intervenor Req. for Partial Dismissal at 1-2; Agency Resp. to Req. for Partial Dismissal at 1. The intervenor notes that, during the prior protest, our Office denied this protest ground, and that the basis for the protester's allegation has not changed as part of the agency's corrective action. Intervenor Req. for Partial Dismissal at 1. In this regard, Brymak notes that its proposal, the RFP, and the relevant portion of the Corps's evaluation all remained the same. *Id.* at 1-2. As GAO previously found this aspect of the evaluation to be reasonable, the intervenor argues that the protester was required to file a timely request for reconsideration to challenge that determination. *Id.* We agree with the intervenor and the agency and dismiss this aspect of ESI's protest.

Our Bid Protest Regulations provide that "[t]he protester, any intervenor, and any Federal agency involved in the protest may request reconsideration of a bid protest decision." 4 C.F.R. § 21.14(a). Such requests for reconsideration, to be timely, must be filed within 10 days of when the basis for reconsideration is known or should have been known. 4 C.F.R. § 21.14(b). Additionally, any request for reconsideration must include a detailed statement of the factual and legal grounds upon which reversal or modification of our earlier decision is warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a).

ESI's current protest was submitted to our Office on December 17, 2025, more than 10 days after we issued our earlier decision on August 28. Therefore, to the extent ESI's current protest amounts to a request for reconsideration, the request is untimely.

The protester maintains that its arguments are timely because they do not amount to a request for reconsideration of our prior decision, but rather a challenge to the agency's revised evaluation.⁶ Protester Resp. to Req. for Partial Dismissal at 2-4. We disagree.

⁶ ESI separately contends that it could not have requested reconsideration of our prior decision, arguing that had it filed a request for reconsideration, the request would have been academic because the relief our Office would grant "would not change." Protester Resp. to Req. for Partial Dismissal at 3. In this regard, ESI states that the argument at issue here was already covered by our recommendation that the agency "reevaluate proposals in a manner consistent with the terms of the solicitation." *Id.* (*citing*

(continued...)

Our Office has explained that, when we sustain a protest in part challenging an agency's evaluation of proposals, a protester can reasonably expect the agency's corrective action reevaluation to address those parts of the initial evaluation where the GAO decision found errors, while it cannot reasonably expect that the agency would address the aspects of the initial evaluation that we found to be reasonable. See *Savvee Consulting, Inc.*, B-408416.3, Mar. 5, 2014, at 6. Accordingly, unless the agency's reevaluation modifies these aspects (despite our Office previously finding them unobjectionable), a party's only recourse with our Office is to timely request reconsideration of the denied protest ground.

Here, our Office reviewed ESI's prior protest allegation (that the agency failed to reasonably consider the extent to which CBFS would perform on the resultant contract as part of its relevancy evaluation) and found that it did not provide a basis to sustain the protest. *Enviremedial Servs.*, *supra* at 5 n.6. The agency's reevaluation did not change or address this aspect of the agency's relevancy evaluation. Compare AR, Tab 7, Revised SSEB Report at 6-8, with B-423552, B-423552.2, AR, Tab 7, SSEB Report at 6-8. Further, a comparison of ESI's comments filed during its earlier protest and its current filings reveals that the arguments raised are substantially similar and do not rely on any new information gleaned as part of the agency's reevaluation.⁷ Compare ESI Supp. Comments, B-423552, B-423552.2, July 11, 2025 at 8-9, 10-12, with Protest at 27-28; Comments at 25-26.

On these facts, we see no reason to give ESI what would essentially be a second bite at its previously denied challenge. A protester can only advance issues that have been raised and resolved in a prior decision through a timely request for reconsideration or if there has been agency corrective action that resulted in a subsequent change to the aspect of the procurement being protested. See *Savvee Consulting, Inc.*, *supra* at 6-7.

Enviremedial Servs., *supra* at 14). However, the protester's excerpt of our recommendation omits the end of the sentence which recommends reevaluating proposals "in a manner consistent with the terms of the solicitation *and this decision.*" *Enviremedial Servs.*, *supra* at 14 (emphasis added). The protester's reading of our recommendation ignores this key language, which limited our reevaluation recommendation to the errors identified in our decision rather than recommending a completely new evaluation. We see no basis why ESI could not have requested reconsideration of the protest grounds we denied or dismissed and sought to modify our recommendation to expand the scope of the agency's reevaluation. See 4 C.F.R. § 21.14(a) (providing that a request for reconsideration should include "a detailed statement of the factual and legal grounds upon which reversal *or modification* is deemed warranted") (emphasis added).

⁷ ESI's protest acknowledges that the agency's evaluation has not meaningfully changed on this issue. See Protest at 28 (stating the agency's "evaluation record--both pre- and post-corrective action--is devoid of any indication that it ever considered the work CBFS would be performing prior to crediting BryMak with CBFS' past performance").

Unwarranted repetition of protest issues undermines our goal of affording parties the opportunity to present their cases with the least disruption possible to the orderly and expeditious conduct of government procurements. *Id.* (citing *Labat-Anderson Inc.*, B-246071.4, Oct. 9, 1992, at 5). Since ESI did not timely request reconsideration of this issue, its repetitive allegation amounts to an untimely request that we decline to consider. *See id.*; *see also VS2, LLC*, B-418942.4, B-418942.5, Feb. 25, 2021, at 4, 7-8.

BryMak's Past Performance Confidence Rating

ESI also contends that the agency unreasonably assigned BryMak a rating of substantial confidence given BryMak's past performance record. Protest at 25-32; Comments at 20-26. The protester notes that the agency's evaluation of BryMak's past performance primarily relied on three past performance references, one relevant contract performed by BryMak, one very relevant contract performed by BryMak, and one very relevant contract performed by BryMak's proposed subcontractor CBFS.⁸ Comments at 19. ESI specifically argues that BryMak's past performance record could not support a rating of substantial confidence because BryMak's references demonstrated "mediocre" past performance and one was only evaluated as relevant instead of very relevant. *Id.* at 20-25. The agency responds that its evaluation of BryMak's past performance was reasonable and consistent with the solicitation. COS at 7-9; MOL at 14-15.

BryMak submitted five past performance references, one performed by a joint venture of which BryMak was the managing member, two performed by BryMak, one performed by its proposed subcontractor CBFS, and one performed by a joint venture of which CBFS was a member. AR, Tab 6, BryMak Proposal at 35-65. The SSEB assessed the recency and relevancy of each past performance reference. AR, Tab 7, Revised SSEB Report at 7, 10. The SSEB concluded that all five references were recent, that one of

⁸ In its protest, ESI challenged the agency's evaluation of the relevancy of two past performance references submitted by BryMak, arguing that they were not performed by a proposed BryMak team member that was acting as a prime contractor. Protest at 25-26, 29-30. The agency provided a detailed response to these allegations in its report, explaining that it had confirmed that each of these references was performed by a BryMak team member as part of a joint venture that was the applicable prime contractor. COS at 5-6; MOL at 6, 12-13; *see also* AR, Tab 10, BryMak Eagle Pro LLC Records; AR, Tab 11, BryMak Eagle Pro LLC Emails; AR, Tab 12, Rowe-CBFS Joint Venture Emails. In its comments responding to the agency report, the protester did not substantively address the agency's arguments, instead stating that our Office "need not resolve" the relevancy of these past performance references because the SSA did not rely on them in her tradeoff decision. Comments at 18-19 (stating that the SSA found these two past performance references were "not determinative to my decision regarding BryMak's past performance") (*quoting* AR, Tab 8 Revised SSDD at 11). We dismiss the protest grounds on which ESI did not comment as abandoned. *See Tec-Masters, Inc.*, B-416235, July 12, 2018, at 6.

BryMak's and both of CBFS's references were very relevant, and that BryMak's other two references were relevant. *Id.* at 7. The SSEB identified one very relevant contract, four relevant contracts, and one somewhat relevant contract in the CPARS database under BryMak. *Id.* For these BryMak references, the evaluators found that the associated CPAR ratings were mostly satisfactory, but that there was "also a high percentage of very good ratings and one exceptional rating." *Id.* at 7-8. For the two CBFS references, the SSEB found that the CPAR ratings were uniformly exceptional. *Id.* Based on these ratings of recent and relevant contracts, the SSEB concluded that the agency had a high expectation that BryMak would successfully perform the required effort and therefore assigned the firm a rating of substantial confidence. *Id.*

On this record, we are unpersuaded by ESI's objections to BryMak's confidence rating based on the quality of its BryMak's evaluated references. Comments at 20-25. The RFP specified that the evaluators' consideration of quality would assess whether the offeror had "obtained an overall satisfactory past performance rating on relevant contracts in order to demonstrate" its ability to perform the required effort. RFP at 74. A substantial confidence rating was to be assigned where, based on an offeror's recent and relevant past performance, the Corps had a "high expectation that the [o]fferor would successfully perform the required effort." *Id.* at 76. Given this solicitation language, the protester does not meaningfully explain why BryMak's satisfactory and better past performance on multiple relevant or very relevant contracts could not result in a rating of substantial confidence. See *Jacobs Tech., Inc., supra* at 8 (finding reasonable an agency's conclusion that multiple relevant past performance references could support an overall rating of very relevant past performance).

In sum, given the broad discretion afforded to the agency's past performance evaluation, we see no basis to question either the agency's documentation of its evaluation or its assignment of a substantial confidence rating to BryMak. The record shows that the agency considered the recency, relevance, and quality of BryMak's past performance as required by the RFP. We find that ESI has failed to demonstrate that the agency's conclusions here were unreasonable or inconsistent with the RFP. We therefore deny this ground of protest. See *Nexsys Elecs., supra* (we will not substitute our judgment for reasonably-based past performance evaluation ratings).⁹

⁹ The protester additionally contends that BryMak's rating of substantial confidence was based on only three of the five references by BryMak because the SSA stated that two of BryMak's five past performance references were "not determinative" to her "decision regarding BryMak's past performance." Comments at 19 (*citing* AR, Tab 8, Revised SSDD at 11). Even if we were to agree with this contention, the solicitation only required offerors to submit three past performance references and required at least one relevant reference from each team member in a teaming arrangement. RFP at 75. Here, the three references ESI claims the agency relied on include two BryMak references and one CBFS reference. See Comments at 19; AR, Tab 7, Revised SSEB Report at 7. The agency evaluated one of these BryMak references as relevant and the other two references as very relevant and found that all three had satisfactory or better
(continued...)

Best-Value Tradeoff

ESI challenges several aspects of the SSA's best-value tradeoff and source selection decision. Comments at 6-18, 29-34. Specifically, the protester contends that the SSA unreasonably considered the relative merits of the offerors' past performance by improperly relying on three marginal CPAR ratings (from one ESI past performance reference) in her tradeoff. *Id.* at 6-18. ESI also argues that the agency's tradeoff unreasonably weighted the evaluation factors and ignored ESI's evaluated advantages. *Id.* at 29-34. As discussed below, the SSA's best-value tradeoff was reasonable and consistent with the terms of the solicitation.

When making tradeoff decisions in a best-value source selection, selection officials have considerable discretion. *Omega Apparel, Inc.*, B-411266, June 26, 2015, at 6. The propriety of the price/technical tradeoff decision does not turn on the difference in the technical scores or ratings *per se*, but on whether the selection official's judgment concerning the significance of the difference was rational and consistent in light of the RFP's evaluation scheme. *Id.* The documentation supporting the decision must be sufficient to establish that the SSA was aware of the relative merits and costs of the competing proposals. *General Dynamics--Ordnance & Tactical Sys.*, B-401658, B-401658.2, Oct. 26, 2009, at 8.

SSA's Consideration of Past Performance.

ESI contends that it was improper for the SSA's tradeoff to rely on three "marginal" CPAR ratings from an interim CPAR covering a very relevant ESI contract with the Army's 63rd Readiness Division, which the Corps had identified in the CPARS database. The SSA cited these ratings as a discriminator with the "potential performance risks associated" with these ratings outweighing the benefits of ESI having performed more relevant past performance projects than BryMak. AR, Tab 8, Revised SSDD at 8. First, the protester asserts that the SSA did not rely on these ratings in her original comparison of the offerors' past performance and unreasonably failed to explain this material change between the original tradeoff decision and the post-corrective action tradeoff determination. Comments at 6-10. The protester contends that, under these circumstances, it was unreasonable for the SSA to identify these marginal CPAR ratings as a performance risk when the agency had not identified any such risk in ESI's pre-corrective action proposal. *Id.*

In support of this argument, ESI relies on our decision in *eAlliant, LLC*, B-407332.6, B-407332.10, Jan. 14, 2015, where our Office sustained a protest challenging an

CPAR ratings. AR, Tab 7, Revised SSEB Report at 7-8. Similar to the above arguments, the protester does not meaningfully explain why the solicitation's evaluation criteria would not allow the agency to credit such a past performance record with a rating of substantial confidence.

agency's failure to explain its departure, during a reevaluation, from its earlier, more favorable evaluation findings. Comments at 6-10. In *eAlliant*, the record reflected that, during the reevaluation, the agency removed six strengths it previously had assessed in the protester's proposal, despite the proposal remaining essentially the same. *eAlliant, supra* at 7. The record further reflected that the contemporaneous evaluation documents contradicted the explanation for the different evaluation results that the agency provided during the course of the protest. *Id.* at 10. Based on that record, we found that when the same SSA reviewed significantly different evaluation results of essentially the same proposal, submitted by the same offeror, under the same solicitation, it was incumbent upon the SSA to reconcile or explain the starkly different evaluation conclusions. *Id.* at 11. We noted, however, that our finding was not meant to indicate that an agency is prohibited in its corrective action from revising its evaluations of offerors' proposals, or from reaching different conclusions from its prior evaluation. *Id.* at 12. Rather, under the facts presented in *eAlliant*, we concluded that the SSA was required to provide some explanation as to why the evaluation results were materially different from those reached in the prior evaluations.

Here, the facts are not like those at issue in *eAlliant* in two important respects. First, in *eAlliant*, the agency removed strengths without explanation. Here, however, the agency's underlying evaluation of the aspect of ESI's proposal at issue did not change. In this regard, both the pre- and post-corrective action SSEB reports specifically state that one ESI contract "had [three] marginal ratings on a 6-month interim CPAR evaluation." AR, Tab 7, Revised SSEB Report at 9-10; B-423552, B-423552.2, AR, Tab 7, SSEB Report at 9-10. Second, unlike in *eAlliant*, our Office sustained the original protest, in part on the basis that the agency had failed to look behind the adjectival ratings and qualitatively compare the relative merits of the offerors' past performance.¹⁰ *Enviremedial Servs., supra* at 12-13. We view the SSA's actions here not as changing her evaluation conclusions like the SSA did in *eAlliant*, but rather performing, for the first time, the required qualitative comparison of past performance as part of the best-value tradeoff. Accordingly, we do not find it facially unreasonable for the SSA to have looked behind ESI's substantial confidence past performance rating and consider the underlying CPAR ratings in making the tradeoff decision. This protest ground is denied.

Second, ESI argues that the SSA's reliance on the three marginal CPAR ratings in the best-value tradeoff unreasonably ignored the remainder of its comparative past performance record. Protest at 18-21; Comments at 10-17. In this regard, the protester contends that its CPAR ratings were "consistently excellent" and the three marginal ratings represent a "mere blip" in its past performance record that the SSA unreasonably weighted. Comments at 10-15. The agency responds that the SSA's consideration of the marginal ratings as part of her comparison of proposals was reasonable and consistent with the terms of the solicitation. MOL at 15-16. The agency

¹⁰ In *eAlliant*, the agency voluntarily took corrective action before our Office reached a decision on the merits of the protest, so we dismissed the original protest as academic. *eAlliant, supra* at 5.

maintains that it was reasonable to consider BryMak's recent and relevant past performance--which did not contain any CPAR ratings below satisfactory--as presenting less risk than ESI's despite the protester's more relevant past performance. *Id.* at 15.

The record reflects that the agency's evaluation team reviewed and documented the relative merits of the offerors' past performance. AR, Tab 7, Revised SSEB Report at 6-11. Following this evaluation, the record further demonstrates that the SSA conducted an independent assessment of the relative merits of the proposals. AR, Tab 8, Revised SSDD at 9-12. Specifically, the SSA found that the agency's "search of the CPARS database revealed multiple [m]arginal CPAR[] ratings on another [v]ery [r]elevant contract for a sister unit" of the 81st Readiness Division. *Id.* at 7. Further, the SSA explained that the assessment of a CPAR rating of marginal, on a very relevant contract, reflects "a serious problem for which the contractor has not yet identified corrective actions." *Id.* (citing FAR 42.1503, Table 42-1, Evaluation Rating Definitions). Based on this, the SSA found that the potential performance risks outweighed the benefits presented by ESI's more relevant overall past performance compared to BryMak. *Id.* at 7-8, 11. The SSA recognized the "many positive CPAR[s]" in ESI's past performance, but found that BryMak's lack of any CPAR ratings below satisfactory on recent and relevant contract presented lower risk of unsuccessful performance to the government. *Id.* at 11-12.

On this record, we see nothing objectionable in the SSA's conclusion that BryMak's past performance contained a relative advantage over ESI's despite both offerors having been assigned substantial confidence ratings. The SSDD sufficiently documented that the SSA was aware of the relative merits of the offerors' past performance, acknowledging that ESI had more very relevant past performance and many positive CPAR ratings. The SSA, however, made the discretionary determination that the comparative merits of ESI's past performance were outweighed by its risks. In light of the considerable discretion afforded agencies in both their past performance evaluations and best-value tradeoffs, we see no basis to conclude that the protester's arguments here rise beyond disagreement with the agency's considerations. Accordingly, we find that these arguments fail to provide a basis to sustain the protest.¹¹

Tradeoff Decision

¹¹ ESI also argues that the agency's consideration of the firm's marginal CPAR ratings as a relative disadvantage compared to BryMak's past performance was tantamount to a determination by the agency that ESI was "functionally unawardable," "disqualifying," or presented "unacceptable performance risk." Protest at 3, 18-19, 33; Comments at 3, 6, 16-17. However, such allegations are not supported by the record. The SSA clearly stated that these marginal CPAR ratings were not "enough to downgrade" ESI's rating of substantial confidence in light of ESI's "many positive CPAR[s]." AR, Tab 8, Revised SSDD at 11. Contrary to the protester's arguments, the SSA only found the increased risk from the marginal ratings presented a relative disadvantage compared to another offeror, not a basis for disqualification. *See id.*

Finally, ESI contends that the SSA's best-value tradeoff was itself improper.¹² Protest at 38-40; Comments at 31-34. Specifically, the protester argues that the SSA improperly downplayed the comparative superiority of ESI's higher-rated technical proposal, which she only found to present a slight advantage in the tradeoff decision. Comments at 31. ESI explains that its technical proposal was assessed one significant strength, six strengths and no weaknesses, while BryMak's was assessed four strengths and two weaknesses. *Id.* at 32; *see also* AR, Tab 7, Revised SSEB Report at 6, 9. The protester contends that these differences in assessed strengths and weaknesses, and the corresponding difference in the adjectival ratings assigned to the two proposals under the technical factor, demonstrate that the SSA should have considered the protester's proposal to provide more than a "small technical benefit." Comments at 31-34; AR, Tab 8, Revised SSDD at 12.

Here, the record shows that the agency evaluators and the SSA reviewed and documented what they considered to be the relative merits of the proposals. AR, Tab 7, Revised SSEB Report; AR, Tab 8, Revised SSDD. The SSA's comparative analysis of the proposals clearly documented the agency's consideration of strengths and weaknesses under the understanding the work factor, as well as aspects of ESI's and BryMak's proposals that the SSA considered to be discriminators. *See* AR, Tab 8, Revised SSDD at 7-13. For example, in her tradeoff analysis, the SSDD noted a significant strength associated with ESI being the incumbent contractor and being "very familiar with [facility identifications], existing systems, and government personnel." *Id.* at 8. Ultimately, the SSA found that ESI's proposal represented a "small technical benefit" under the understanding of the work factor, but that this advantage was only "slight" because none of the assessed technical strengths justified paying a price premium, and BryMak had also been assessed several strengths. *Id.* at 12.

In the tradeoff analysis, the SSA noted that, under the RFP's evaluation criteria, the non-price factors, when combined were approximately equal in importance to price. *Id.* Applying this standard, the SSA found that the totality of the technical advantages assessed in ESI's proposal did not outweigh BryMak's evaluated \$356,277, or 2.1 percent, price advantage. *Id.* at 5, 12-13. The SSA concluded that, in the absence of material discriminators between the proposals under either non-price factor, BryMak represented the best value to the government as the lower-priced proposal. *Id.* at 12-13. Given that price was the most important evaluation factor, we see nothing objectionable in the SSA's conclusion that BryMak's lower-priced proposal provided a better value than the more expensive, but higher-rated, ESI proposal.

¹² ESI also contends that the agency's best-value tradeoff and source selection decision were unreasonable because they were based on the alleged underlying errors with the past performance evaluation discussed above. Comments at 29-31. Because we find that these alleged underlying errors do not provide a basis to sustain ESI's protest, we similarly deny this protest ground. *See Advanced Alliant Sols. Team, LLC*, B-417334, Apr. 10, 2019, at 6.

To the extent ESI maintains that the agency failed to reasonably consider several discriminators that should have tipped the tradeoff in its favor, we do not find ESI's arguments persuasive. See Comments at 31-34. While ESI provides examples of aspects of its proposal that it believes provide advantages to the agency compared to BryMak's proposal, it does not meaningfully demonstrate that the agency failed to consider any of these aspects. Further, the record shows that where the agency found aspects of the proposals to be advantageous or disadvantageous, it documented the discriminators in the contemporaneous evaluation and considered them in the tradeoff analysis. Ultimately, ESI's disagreement with the agency's conclusions regarding the relative merits of the proposals, without more, does not establish that the source selection was unreasonable. *CACI-WGI, Inc.*, B-408520.2, Dec. 16, 2013, at 17.

The protest is denied.

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