



**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:** Keta Environmental and Infrastructure, LLC

**File:** B-424583; B-424583.2; B-424583.3

**Date:** September 22, 2026

---

Matthew Moriarty, Esq., Kaylee Jacobson, Esq., Timothy Laughlin, Esq., and Ian Patterson, Esq., Schoonover & Moriarty LLC, for the protester.  
Jeffery Chiow, Esq., Cindy Lopez, Esq., and Gabrielle Dell, Esq., Greenberg Traurig LLP, for KTH Services JV, LLC, the intervenor.  
Robert B. Neill, Esq., Susan Kim, Esq., and Amber Bunch, Esq., Department of the Army, for the agency.  
Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## DIGEST

1. Protest that the best-value tradeoff between the past performance and price factors was unreasonable is denied where the agency reasonably determined that the higher priced offeror had superior past performance for which it was worth paying a price premium.
2. Protest that the agency unreasonably failed to engage in discussions with the protester concerning adverse past performance is denied where the past performance information at issue concerned the relevance of past performance examples and not the quality of the protester's performance on the contracts.

---

## DECISION

Keta Environmental and Infrastructure, LLC, a small business of Colorado Springs, Colorado, protests the award of a contract to KTH Services JV, LLC, a small business of Falls Church, Virginia, under request for proposals (RFP) No. W5168W-24-R-0009, issued by the Department of the Army for base operation support services at Fort Carson and the Pinion Canyon Maneuver Site, both in Colorado. Keta asserts that the agency conducted an unreasonable best-value tradeoff decision and failed to hold meaningful discussions with Keta.

We deny the protest.

## BACKGROUND

The Army issued the solicitation as a HUBZone (historically underutilized business zone) set-aside on March 21, 2024, for base operation support services at Fort Carson and the Pinion Canyon Maneuver Site. The successful contractor will be required to provide the following six common levels of service: grounds maintenance; pavement clearance; facility maintenance-vertical (maintenance of vertical facilities including buildings and utilities plant structures); facility maintenance-horizontal (maintenance and repair of surfaced areas); heating and cooling; and wastewater. Agency Report (AR), Tab 198, RFP amend. 2 at 57. The solicitation provided an annex for each common level of service that detailed the performance requirements, technical standards, and workload information for performance. AR, Tab 7, RFP attach. D, Annex L, Wastewater Services; Tab 8, attach. E, Annex F, Grounds Maintenance; Tab 9, attach. F, Annex G Pavement Clearance; Tab 10, attach. G, Annex H, Facilities Maintenance Vertical; Tab 11, attach. H, Annex J, Facilities Maintenance Horizontal; Tab 27, attach. V, Annex K, Heating and Cooling Services.

The RFP established that proposals would be evaluated against three factors: mission capability; past performance; and price. AR, Tab 3, RFP at 144. The mission suitability factor would be evaluated on an acceptable/unacceptable basis. *Id.* Past performance would be assigned an overall confidence assessment of substantial confidence, satisfactory confidence, limited confidence, no confidence, or neutral. *Id.* at 146. The source selection decision would be based on a best-value tradeoff between the past performance and price factors for those proposals that were evaluated as acceptable under the mission capability factor. *Id.* at 143. For purposes of award, past performance and price were equal in weight but price would become more important as the past performance ratings among offerors achieved greater equality. *Id.*

With respect to past performance, offerors were required to provide up to five relevant and recent performance examples (completed within the past five years or in progress for twelve or more months). AR, Tab 198, RFP, amend. 2 at 154. The solicitation provided that the agency would assess the relevance of each example to determine how closely the services performed related to the current acquisition. *Id.* In assessing relevance, the agency would consider criteria such as similarity, complexity, diversity of tasks, type of effort, scope, value, and performance period. *Id.* The solicitation noted that more relevant past performance is a stronger predictor of future success and will have more influence on the past performance confidence assessment than past performance of lesser relevance. *Id.* In assigning the confidence rating the agency would also consider the quality of the offerors' performance on each example. *Id.* at 155.

Keta, a joint venture between Keta, Tiya Services, LLC, Tiya Support Services, LLC, and Aptim Federal Services, LLC, submitted four past performance examples.

The first example Keta submitted was for a base operations support services contract performed by Tiya Services at Fort Benning/Fort Moore from September 2019 to February 2025.<sup>1</sup> The agency evaluated this example as very relevant finding that the work performed involved the same scope and magnitude of effort and complexities required by the solicitation. AR, Tab 217, Past Performance Evaluation at 23-24. The agency credited the example with performance of 5 of the 6 common levels of service that would be required at Fort Carson, although it found that the grounds maintenance services performed at Fort Benning/Fort Moore were for a significantly smaller area than Fort Carson. *Id.* The agency also found that the example did not sufficiently address performance of wastewater services. Notable missing tasks included, among others, lift station operation and testing, and the magnitude of wastewater services described were significantly smaller than the services that would be performed at Fort Carson. *Id.*

The second past performance example Keta submitted was for a base operations support services contract performed by Tiya Support Services, LLC, at Fort Benning from July 2010 to October 2019. The agency evaluated this contract as relevant, finding that it involved some of the scope and magnitude of effort and complexities required by the solicitation and included two of the six common levels of service required by Fort Carson. *Id.* at 24. The agency found that the grounds maintenance services performed were less diverse than the required services under the solicitation and the area covered was smaller in magnitude. *Id.* The agency found that the facilities maintenance vertical services performed did not match the diversity of required services as it did not discuss plumbing, security systems, and utilities and that the magnitude of services provided was not clear. *Id.* at 25. The heating and cooling services performed were less diverse because they did not include testing, natural gas distribution and other services and the magnitude of services provided was not similar to the magnitude of services required at Fort Carson. *Id.* at 25. Finally, the wastewater services performed did not match the diversity of required tasks since water treatment plant operations, lift station operation, and testing, among other tasks, were missing and the magnitude of service described was significantly smaller. *Id.* at 26.

The third past performance example submitted by Keta was for a base operations support services contract performed at Fort Irwin by High Desert Support Services, a joint venture with Aptim Federal as the managing partner.<sup>2</sup> The agency found that this contract was relevant because the work performed involved essentially the same scope

---

<sup>1</sup> At the time Keta submitted its proposal, Fort Benning had been renamed Fort Moore. In March 2025, the Department of Defense renamed it Fort Benning and that is its current name. The agency refers to it as Fort Moore in its report, but for the purposes of clarity we have used Fort Benning/Fort Moore in this decision to refer to the reference performed from September 2019 to February 2025, and Fort Benning for the reference performed from July 2010 to October 2019.

<sup>2</sup> [DELETED] is proposed as a subcontractor to Keta for this effort. AR, Tab 217, Past Performance Evaluation at 27.

of magnitude and effort and complexities required by the solicitation. *Id.* at 26. The agency credited the example with addressing five of the six common levels of service, although there was no discussion of airfield pavement clearance under pavement clearance services. *Id.* at 27. The heating and cooling services performed did not meet the diversity of tasks required because they did not include services related to boilers, chillers, and other tasks making up most of the required services were missing, and the magnitude of services performed was smaller. *Id.*

The fourth example provided by Keta was for a base operations support services contract at the Kings Bay Naval Submarine base. The contract was performed by Kings Bay Support Services, LLC, a joint venture with Aptim as the managing partner. The agency found that this contract was somewhat relevant as the work performed involved some of the scope and magnitude of effort and complexities required and included only one of the six common levels of service. *Id.* at 27. The example did not address performance of grounds maintenance; pavement clearance did not discuss airfield clearance and de-icing and did not detail the magnitude of services provided; facilities maintenance-horizontal and facilities maintenance-vertical did not discuss any specific services the contractor was responsible for and the building area was significantly smaller than the Fort Carson area; and wastewater services did not include testing and the magnitude of services performed was significantly less than would be required at Fort Carson. *Id.* at 27-28.

The quality ratings for all four examples were satisfactory or better. *Id.* at 24, 26, 27, 28. The evaluators assigned Keta an overall past performance rating of substantial confidence. *Id.* at 28-29. Keta proposed a price of \$243,090,093.42. AR, Tab 204, Source Selection Advisory Council (SSAC) Recommendation at 9.

KTH is a joint venture between T&H Services and KIRA Services LLC; the former was the incumbent contractor on the prior effort. KTH submitted two past performance examples. KTH also received a rating of substantial confidence for past performance and proposed a price of \$245,067,121.93.<sup>3</sup> *Id.*

The SSAC recommended award to Keta as the offeror that submitted the lowest-priced, technically acceptable proposal. Contracting Officer's Statement (COS) at 3; AR, Tab 204, SSAC Recommendation at 9.

The source selection authority (SSA) reviewed the recommendation of the SSAC. The SSA was concerned that the SSAC's recommendation was based on the lowest-priced, technically acceptable offer and not, as provided for in the solicitation, a best-value

---

<sup>3</sup> Five offerors submitted proposals in response to the solicitation. AR, Tab 218, Overall Mission Capability Evaluation at 3. The Army established a competitive range, which included Keta and KTH, and held discussions with both offerors. Following the submission and evaluation of final proposal revisions, the source selection evaluation board (SSEB) rated both Keta and KTH acceptable under the technical factor.

tradeoff assessment that looked behind the adjectival ratings and considered the qualitative differences in the offerors' past performance. AR, Tab 220, Source Selection Decision Document (SSDD) at 5. The SSA accepted the past performance evaluation findings for each offeror but conducted his own tradeoff analysis. *Id.* The SSA concluded that the past performance of KTH was superior to the past performance of Keta.

The SSA recognized that Keta's proposal included multiple recent and relevant contracts for base operations support, which resulted in a past performance rating of substantial confidence. AR, Tab 220, SSDD at 6. The SSA specifically recognized that performance of the Fort Benning/Fort Moore contract demonstrated performance across five of the six required common levels of service and received an outstanding performance assessment. *Id.* The SSA also considered, however, that Keta's past performance evaluation identified several shortcomings with respect to the relevance of the work. Among others, the magnitude of grounds maintenance and wastewater services performed at Fort Benning/Fort Moore was significantly smaller than what would be required at Fort Carson. In addition, other past performance examples provided by Keta and evaluated as relevant were missing key tasks in critical areas including plumbing, security systems, and boiler plant operations. *Id.* The SSA concluded that while Keta's performance was strong, it did not contain the same scope and magnitude required for Fort Carson, which introduced a degree of performance risk and a potential learning curve in these specific areas.<sup>4</sup> *Id.*

The SSA considered that while KTH was also rated substantial confidence for past performance, KTH is a joint venture that includes T&H Services, LLC, the incumbent contractor for this requirement. *Id.* The SSA considered that T&H Services' performance on the incumbent Fort Carson contract provided the most powerful and relevant predictor of future success. The incumbent contract, which was rated very

---

<sup>4</sup> Keta asserts in its protest that it addressed plumbing at Fort Benning, boiler plant operations at Fort Irwin, and security at Kings Bay and Fort Benning. The agency has responded to each argument in detail, explaining that while Keta mentioned the tasks in its proposal, Keta did not specify the services it provided nor did it provide quantifiable data. Agency Resp. to GAO Req. for Explanation. For example, the agency acknowledges that in its proposal Keta states that at Fort Irwin it maintained 107 high pressure boilers. The agency asserts, however, that Keta did not adequately address heating and cooling services in the Fort Irwin example because Keta did not specify any other services it performed related to boilers and did not mention chillers, and the services Keta performed were not of the same magnitude as required at Fort Carson. *Id.* In reply, Keta does not dispute the agency's substantive explanation; rather, Keta simply asserts that the evaluation is unreasonable because the agency acknowledged that Keta mentioned the services. Comments on Agency Resp. to GAO Req. for Explanation. Given that the protester does not meaningfully or substantively dispute the agency's findings, we find no basis to question the evaluation as the agency has provided a reasonable explanation of its evaluation.

relevant, covered all 6 of the required common levels of service with exceptional performance. *Id.* at 7. The SSA considered that the past performance of KTH was qualitatively superior to Keta's and presented a significantly lower performance risk to the government.

The SSA concluded that Keta presented a competent but not perfectly aligned performance history with gaps in magnitude and scope when compared to the Fort Carson requirements, which raised the inherent risk that comes with scaling up in unfamiliar areas. *Id.* at 7. In contrast, KTH, with its incumbent contractor teaming partner, offered a history of high-level performance on essentially the same requirements. *Id.* In the SSA's view, the highly relevant, stellar performance of KTH's teaming partner on the exact incumbent effort provided a unique and compelling operational advantage, which significantly reduced transition and execution risk to the Government. *Id.* The SSA determined that the superior quality of KTH's past performance warranted the 0.95 percent price premium and that awarding this contract to KTH provided the best overall value to the Government. *Id.* The SSA selected KTH for award and, following a debriefing, Keta filed this protest with our Office. *Id.* at 8.

## DISCUSSION

Keta protests that the agency conducted an unreasonable best-value tradeoff determination. Keta argues that the tradeoff decision is inconsistent with the solicitation, improperly relies on KTH's incumbent status, and relies on an unreasonable evaluation of Keta's past performance. Keta also asserts that the agency failed to engage in meaningful discussion with Keta. We have reviewed all of Keta's allegations and while we do not address each, we find no basis on which to sustain the protest.<sup>5</sup>

---

<sup>5</sup> Keta protests that the SSA's decision to reject the SSAC recommendation to make award to Keta was inadequately documented. Source selection officials in negotiated procurements have broad discretion in determining the manner and extent to which they will make use of the technical and price evaluation results; selection officials are not bound by the recommendation of lower-level evaluators. *See Hubbell Elec. Heater Corp.*, B-289098, Dec. 27, 2001, at 6. Accordingly, in considering a protest of an award decision, we review the ultimate decision of the source selection authority. *Id.* As discussed in our decision, we find that the SSA's decision was reasonable and in accordance with the solicitation. Ultimately, the SSA reasonably explained that he disagreed with the SSAC's conclusions because it "failed to conduct a qualitative analysis comparing the substance of the offerors' past performance" and that "a deeper look at the quality and relevance of the offerors' past performance reveals significant discriminators that were overlooked by the SSAC." AR, Tab 220, SSDD at 5. The SSA's findings in this regard were documented in the final selection decision and the protester's challenge in this regard is without a basis.

## Best Value Determination

Keta protests that the agency's best-value tradeoff was unreasonable. Keta argues that it should have been awarded the contract because both KTH and Keta were rated substantial confidence for past performance, and Keta's proposal was lower in price. In this regard, Keta notes that the solicitation provided for price to become more important as the past performance ratings among offerors achieved greater equality. Keta asserts that it was inconsistent with the solicitation for the agency to award the contract to KTH with the same past performance rating as Keta, but with a higher price.

We deny this basis of protest. While the solicitation stated that price would become more important as the past performance ratings achieved greater equality it did not require price to become the determinative factor where proposals received the same adjectival rating for past performance. In this regard, while KTH and Keta both received a rating of substantial confidence for their past performance, the SSA did not consider their past performance equal when he looked behind those ratings. Rather, the SSA concluded that the past performance of KTH contained notable advantages and was superior to the past performance of Keta.

Our Office has consistently recognized that ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision-making in the procurement process. See *Sevatec, Inc.*, B-413116.52, B-413116.59, May 9, 2017, at 6. Here, the SSA determined that the proposals of Keta and KTH were not equal in past performance because there were advantages that distinguished KTH's proposal even though it received the same adjectival rating as Keta's proposal. For example, as noted above, the SSA found that KTH "offer[ed] a history of high-level performance on essentially the same requirement" and that "[t]his direct, proven experience significantly reduces transition and execution risk to the Government, fundamentally outweighing the past performance records of other contractors holding the same 'Substantial Confidence' rating." AR, Tab 220, SSDD at 7. The SSA concluded that "[t]he 0.95 [percent] price premium is a negligible investment to mitigate transition risk, and secure performance that has historically been documented as 'exceptional' and cost-saving." *Id.* On this record, we find that the SSA's decision to accept a price premium to select the more advantageous proposal was reasonable, and not inconsistent with the terms of the RFP.

Keta next protests that the agency's tradeoff analysis was unreasonable because it was based on KTH's incumbent status. We disagree.

As Keta notes, we have held that agencies may not give incumbent contractors favorable evaluations due solely to their incumbency or the agency's assumption that an incumbent contractor will inherently perform the contract in a superior manner to non-incumbent contractors. See *Native Energy & Tech. Inc.*, B-416783 *et al.*, Dec. 13, 2018, at 5. Our decision in *Native Energy* concerned a technical evaluation where the agency gave the awardee credit for information that was not in its proposal and assumed the awardee would perform in a certain way because it had performed that way as the incumbent. *Id.* at 6-7. That is not the situation here where, in assessing a

tradeoff between past performance and price, the SSA determined that KTH's performance as the incumbent performing identical services provided an advantage. The agency based its evaluation of KTH's past performance on KTH's past performance record, which was included in its proposal, not on an assumption about how KTH would perform the technical requirements of the contract.

GAO has recognized that an incumbent contractor possesses a natural and unavoidable competitive advantage by virtue of its prior performance of the required work, and an agency is not required to equalize or neutralize this advantage to compensate a non-incumbent competitor. See, e.g., *Active Deployment Sys., LLC*, B-422424, June 17, 2024, at 8; *AAR Mfg. Inc., d/b/a AAR Mobility Sys.*, B-418339, Mar. 17, 2020, at 14-15. We have also recognized that an agency may reasonably consider an incumbent's proven performance history as a distinct, risk-reducing benefit that ensures the continuity of critical services--a benefit that a non-incumbent, by definition, cannot offer. See *Emax Fin. & Real Estate Advisory Servs., LLC*, B-408260, July 25, 2013, at 7 n.5. While these cases do not involve a past performance price tradeoff, they do involve a situation where the incumbent's advantage was reasonably recognized in the agency's evaluation and we believe the same principle applies here. That is, in determining which offeror will provide the best value to the government the agency can consider that the incumbent will provide a benefit and less performance risk because it has been successfully performing the identical services.

Keta also asserts that the tradeoff was unreasonable because it was based on an unreasonable evaluation of its past performance. According to Keta, the agency identified three issues in its past performance, all stemming from the Fort Benning/Fort Moore contract: (1) the project satisfied only five of the six common levels of service; (2) the grounds maintenance services at Fort Benning/Fort Moore were performed on a smaller area than Fort Carson; and (3) the magnitude of wastewater services Keta performed at Fort Benning/Fort Moore was significantly smaller than required at Fort Carson. Keta disputes that these conclusions should have impacted its past performance evaluation.

First, Keta asserts that the solicitation did not require past performance examples to contain all six common levels of service. Rather, according to Keta, to be rated substantial confidence an offeror needed to merely demonstrate experience on a project that involved essentially the same scope and magnitude of effort. Second, Keta asserts that while the grounds maintenance services it performed at Fort Benning/Fort Moore were for a smaller area than Fort Carson, its performance at Fort Benning/Fort Moore involved maintenance at a cemetery which is highly complex and precise while at Fort Carson performance involves mostly lawn mowing services. Keta also asserts that its overall past performance record demonstrated the necessary grounds maintenance experience. Third, regarding wastewater services, Keta asserts that the agency found that Keta performed wastewater work that was of a similar magnitude and scope in the High Desert and Kings Bay past performance examples. Keta argues that it was unreasonable and contrary to the solicitation's terms for the agency to focus on the lack

of wastewater services at Fort Benning/Fort Moore when its overall record demonstrated experience with wastewater services.

Contrary to Keta's position, the agency's best value determination was not based on the three issues Keta identified for its Fort Benning/Fort Moore example. In the end, the agency determined that KTH, with the incumbent as a team member, provided the best value because it had excellent performance on the same work under the incumbent contract. While Keta may have performed all six common levels of service in different combinations on the four contracts it provided as past performance examples, none of those contracts individually covered the six common levels of performance at the same magnitude and scope as contemplated by the Fort Carson requirement. We therefore find that the agency's best value determination reasonably considered these facts as discriminators between two offerors that were otherwise both rated as substantial confidence under the past performance factor. Accordingly, we find no basis to conclude that the past performance price tradeoff was unreasonable.<sup>6</sup>

## Discussions

The agency, pursuant to the procedures of Federal Acquisition Regulation part 15, held discussions with the offerors in the competitive range which included Keta and KTH. Keta asserts that the agency failed to hold meaningful discussions because it did not provide Keta with the opportunity to address adverse past performance. Specifically, Keta complains that the agency did not hold discussions with Keta regarding the agency's evaluation of the relevance of its past performance examples.

For discussions to be meaningful, they must identify deficiencies, significant weaknesses, and adverse past performance to which the offeror has not yet had an opportunity to respond; however, agencies are not required to afford offerors all-encompassing discussions, or to point out every aspect of a proposal that offers a relatively less desirable approach. See *Maywood Closure Co., LLC*, B-408343 *et al.*, Aug. 23, 2013, at 9. We have previously held that an evaluation panel's conclusion that a particular contract is not relevant does not rise to the level of a deficiency or significant

---

<sup>6</sup> Moreover, the agency reasonably evaluated Keta's Fort Benning/Fort Moore example. The Fort Benning/Fort Moore example in Keta's proposal was rated very relevant even though it did not demonstrate performance in the six common levels of service at Fort Carson. AR, Tab 217, Past Performance Evaluation at 23-24. In addition, there was nothing unreasonable in the agency considering the size of the Fort Benning/Fort Moore grounds maintenance service even if the work at Fort Benning/Fort Moore was allegedly more complex than the work to be performed at Fort Carson. The solicitation provided that the agency would consider how closely the services performed on prior contracts related to the current acquisition. Finally, while Keta may have demonstrated that it performed grounds maintenance and wastewater services on other past performance examples, the agency assessed the relevance of each example separately.

weakness, and that such a determination does not constitute adverse past performance information. *Id.*

Here, the Army did not possess or evaluate any adverse past performance information regarding Keta. See AR, Tab 231, Debriefing at 7-8. The evaluators did not find that Keta performed poorly on any of its past performance examples, and in fact explicitly recognized the outstanding ratings the protester received. The agency assigned Keta substantial confidence for past performance, the most favorable overall rating available. While Keta asserts that the SSDD notes that the past performance report identified specific shortcomings, these shortcomings--the magnitude of work for the Fort Benning/Fort Moore contract was significantly smaller than the work at Fort Carson and that other submitted contracts were missing key tasks in critical areas like plumbing, security systems, and boiler plant operations--describe an objective limitation with the magnitude and scope of the protester's past performance, not a failure with the protester's actual past performance. Identifying whether a prior contract is smaller in scale or is missing relevant areas of performance as compared to the current requirement is an assessment of past performance relevance, not a negative reflection on the contractor's past performance history for which the agency is required to engage in discussions. This protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel