



# Decision

**Matter of:** RoadHero LLC

**File:** B-423648.2

**Date:** July 30, 2025

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participated in the preparation of the decision.

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## DIGEST

Protest challenging the agency's evaluation of the protester's proposal as technically unacceptable is denied where the evaluation was reasonable and consistent with the solicitation's evaluation criteria.

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## DECISION

RoadHero LLC, of Doha, Qatar, protests the award of a contract to Rahman Group, Inc., of Doha, Qatar, under request for proposals (RFP) No. W912ER25R0034, issued by the Department of the Army, Army Corps of Engineers (Corps), for the lease of sport utility vehicles and related services at locations within the U.S. Central Command Qatar area of responsibility. The protester challenges the agency's determination that RoadHero's proposal was unacceptable and ineligible for award.

We deny the protest.<sup>1</sup>

## BACKGROUND

The agency issued the solicitation on April 18, 2025, pursuant to the procedures of Federal Acquisition Regulation (FAR) part 12, seeking a contractor to provide 12 mid-size, non-tactical sport utility vehicles and related services. Req. for Dismissal at 2;

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<sup>1</sup> This protest is not subject to a GAO protective order because RoadHero opted to proceed *pro se*, that is, without counsel. Accordingly, our discussion of some aspects of the record is necessarily general to limit references to non-public information. Nonetheless, GAO reviewed the entire record *in camera* in preparing our decision.

Req. for Dismissal, exh. 10, Award Determination at 1. The RFP contemplated the award of a fixed-price contract with a 1-year period of performance. Req. for Dismissal, exh. 2, RFP at 4.

The solicitation provided that award would be made using a lowest-priced, technically acceptable source selection methodology considering two factors--technical and price. RFP at 69-70; Req. for Dismissal, exh. 3, Combined Synopsis/Solicitation at 1. The RFP stated that the agency intended to evaluate proposals and make award without holding discussions with offerors. RFP at 64.

Relevant here, for the technical factor, the RFP directed offerors to provide "information regarding the vehicle type, make, model, and specifications being offered [for] meeting the requirements outlined in the Performance Work Statement [(PWS)]." RFP at 67. Additionally, the RFP stated that a proposal would be deemed acceptable if it met five technical criteria, including confirmation of the offeror's understanding of and ability to comply with the PWS requirements. *Id.* at 69.

As also relevant here, for the price factor, the RFP instructed offerors to submit proposed pricing using a pricing worksheet included with the solicitation. RFP at 67. The pricing worksheet included columns for offerors to provide pricing per vehicle on a daily and monthly basis. *Id.* The RFP stated that the agency would evaluate five aspects of price, including whether the offeror priced all aspects of the work to be performed and whether the pricing worksheet was complete. *Id.* at 70.

The agency received proposals from RoadHero, Rahman Group, and 25 other offerors prior to the June 5, 2025 submission deadline. Req. for Dismissal, exh. 10, Award Decision at 1.

The Corps evaluated RoadHero's proposal and found it ineligible for award. Specifically, the Corps reviewed RoadHero's proposal and found it consisted only of a copy of the solicitation and did not include any information about the vehicles proposed for performance or confirmation of the firm's understanding of and ability to perform the PWS requirements. Req. for Dismissal, exh. 8, Technical Evaluation Report at 4. Accordingly, the agency rated RoadHero's proposal as technically unacceptable. *Id.* The Corps also evaluated the protester's price proposal and found that RoadHero did not complete the RFP's pricing worksheet, and its proposal was therefore incomplete.<sup>2</sup> Req. for Dismissal, exh. 9, Price Evaluation Report at 19.

The agency evaluated Rahman Group's proposal and determined that: it was technically acceptable; the proposed pricing of \$158,400 was complete, reasonable, and balanced; and it offered the lowest price of the technically acceptable proposals.

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<sup>2</sup> The agency noted that although RoadHero provided a total proposed price and total monthly pricing, it did not provide monthly or daily pricing per vehicle, as shown in the solicitation's pricing worksheet. Req. for Dismissal, exh. 9, Price Evaluation Report at 19.

Req. for Dismissal, exh. 8, Technical Evaluation Report at 4; Req. for Dismissal, exh. 9, Price Evaluation Report at 16; Req. for Dismissal, exh. 10, Award Decision at 3. The Corps selected Rahman Group's proposal for award, and after receiving a debriefing, RoadHero filed this protest.<sup>3</sup>

## DISCUSSION

RoadHero challenges the Corps's determination that RoadHero's proposal was unacceptable and ineligible for award. Protest at 1. First, while acknowledging that its proposal did not include certain information required by the RFP, the protester asserts that the agency was required to "seek clarifications for trivial issues rather than disqualify an acceptable lease proposal." *Id.* at 3. Additionally, the protester complains that its proposal should not have been rejected because it contained sufficient information for the agency to evaluate its proposed pricing, and RoadHero alleges that the RFP's pricing structure was ambiguous. *Id.* at 1-2. We have considered all the protester's arguments, including those that are in addition to or variations of those discussed below, and find no basis to sustain the protest.

### Technical Acceptability of RoadHero's Proposal

The protester contends that the "minor omissions" in its proposal did not affect "the substance of our offer or the technical acceptability," and any problems could have been resolved through clarifications.<sup>4</sup> Protest at 2-3. The Corps responds that the agency evaluated RoadHero's technical proposal in accordance with the solicitation and rated it as unacceptable because it failed to provide the required information. Req. for

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<sup>3</sup> Before the deadline for the submission of the agency report, the agency filed a request for dismissal, arguing that: the protester is not an interested party to challenge the award; the protester's arguments constituted untimely challenges to the terms of the solicitation; and the protester's disagreement with the evaluation was not a valid basis for protest. Req. for Dismissal at 5-9. After reviewing the protester's response, our Office advised the parties that we intended to issue a decision resolving the protest based on the existing record, but we afforded the agency the opportunity to file an additional submission, and the protester to respond to any such submission. Electronic Protest Docketing System Nos. 11 and 12.

<sup>4</sup> As an additional argument, RoadHero asserts that the requirement to provide the type, make, model, and specifications of the vehicles proposed for performance was not commercially feasible. Protest at 2. We dismiss this allegation as untimely. A protest based on alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of proposals must be filed by that time. 4 C.F.R. § 21.2(a)(1). The requirement to provide the type, make, model, and specification of the vehicles proposed was apparent on the face of the RFP, RFP at 67, and RoadHero did not challenge the requirement prior to the time for the receipt of proposals. Accordingly, its post-award protest of the requirement is untimely. 4 C.F.R. § 21.2(a)(1); *Fisher Sand & Gravel Co.*, B-417496, July 26, 2019, 2019 CPD ¶ 280 at 6-7.

Dismissal at 5-6. The agency adds that it was not required to seek clarification from RoadHero, and clarifications could not have cured the unacceptability of RoadHero's proposal. *Id.* at 8.

In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate proposals, nor substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *AECOM Mgmt. Servs., Inc.*, B-417639.2, B-417639.3, Sept. 16, 2019, 2019 CPD ¶ 322 at 9. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and with applicable procurement statutes and regulations. *Id.* Moreover, it is an offeror's burden to submit an adequately written proposal for the agency to evaluate; otherwise, it runs the risk of having its proposal found technically unacceptable. *Regency Enters. Servs., LLC*, B-418448, B-418448.2, May 6, 2020, 2020 CPD ¶ 165 at 3. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Ecolog Deutschland GmbH*, B-421531, May 9, 2023, 2023 CPD ¶ 114 at 3.

Here, as discussed above, the solicitation required offerors to submit information regarding the type, make, model, and specifications of the vehicles proposed for performance. RFP at 67. The RFP also required offerors to confirm their understanding of and ability to comply with the PWS requirements. *Id.* at 69. It is undisputed that RoadHero's proposal did not include this information. Req. for Dismissal at 4-5; Protest at 2-4; Resp. to Req. for Dismissal at 1-2; see also Req. for Dismissal, exh. 7, RoadHero Proposal at 1-70. Instead, the protester asserts "[t]he agency's rigid adherence to form undermines the procurement's fundamental purpose" and RoadHero argues that the agency should have provided RoadHero with clarifications to "resolve minor errors." Resp. to Req. for Dismissal at 2.

As relevant here, although an agency is not required to conduct discussions in procurements such as this, any exchanges that do occur with offerors in FAR part 12 procurements, like all other aspects of such procurements, must be fair and equitable.<sup>5</sup> FAR 1.102(b)(3). Our Office has looked to FAR part 15 as guidance in making this determination. See *Ranger Am. of the Virgin Islands, Inc.*, B-418539, B-418539.2, June 11, 2020, 2020 CPD ¶ 194 at 8. In this regard, section 15.306 of the FAR describes a spectrum of exchanges that may take place between a contracting agency and an offeror during negotiated procurements. Discussions occur when an agency communicates with an offeror for the purpose of obtaining information essential to determine the acceptability of a proposal or provides the offeror with an opportunity to revise or modify its proposal in some material respect. *SigNet Techs., Inc.*, B-418677, July 23, 2020, 2020 CPD ¶ 244 at 4. Clarifications are limited exchanges between the

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<sup>5</sup> Agencies may use the policies prescribed in FAR part 12, Acquisition of Commercial Items, in conjunction with the policies and procedures prescribed in certain other parts of the FAR, including part 15, Contracting by Negotiation, as appropriate. FAR 12.203(a).

agency and offerors that may occur when contract award without discussions is contemplated; an agency may, but is not required to, engage in clarifications that give offerors an opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors. *CJW-Desbuild JV, LLC*, B-414219, Mar. 17, 2017, 2017 CPD ¶ 94 at 3. Although agencies have broad discretion as to whether to seek clarifications from offerors, offerors have no automatic right to clarifications regarding proposals, and such communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. *Valkyrie Enters., LLC*, B-414516, June 30, 2017, 2017 CPD ¶ 212 at 5; *Alltech Eng'g Corp.*, B-414002.2, Feb. 6, 2017, 2017 CPD ¶ 49 at 6. Moreover, an agency's discretion to hold discussions or engage in clarifications is quite broad and is not generally reviewed by this Office. *SigNet Techs.*, *supra* at 5.

RoadHero's suggestion that the Corps was required to provide an opportunity for RoadHero to fix its proposal and submit the omitted information is unavailing. As an initial matter, as noted above, an agency is permitted but not required to obtain clarification from offerors. As such, RoadHero was not entitled to clarifications. *Valkyrie Enters.*, *supra*.

Additionally, the protester's failure to submit the required vehicle information and confirm its understanding of the PWS requirements rendered its proposal technically unacceptable; the protester could not have cured the unacceptability of its proposal through clarifications. *CJW-Desbuild JV*, *supra*. Here, RoadHero's proposal did not contain any information whatsoever concerning the vehicles proposed for performance. Req. for Dismissal, exh. 8, Technical Evaluation Report at 4; Req. for Dismissal, exh. 7, RoadHero Proposal at 1-70. Curing the unacceptability of RoadHero's proposal (*i.e.*, providing the type, make, model, and specifications of the vehicles proposed for performance) would have required revisions to RoadHero's proposal--constituting discussions. Here, the RFP advised that the agency reserved the right to make award without discussions. RFP at 64. An agency is not required to provide an opportunity for discussions where, as here, the solicitation expressly advised that the agency intended to make award without discussions. *SigNet Techs.*, *supra* at 5. Therefore, the protester's contention that the Corps was obligated to engage in clarifications regarding its noncompliant proposal, and to permit the protester to submit omitted information, lacks merit.

In short, we find nothing unreasonable in the agency's determination that the protester's proposal failed to provide information regarding the type, make, model, and specifications for the proposed vehicles, as well as confirmation of its understanding of and ability to perform the PWS requirements, and was therefore technically unacceptable. Accordingly, we deny the protest on this basis.

#### Price Evaluation

As noted above, the protester also challenges the agency's rejection of RoadHero's price proposal as incomplete, and it contends that the RFP's "pricing structure created

ambiguity and confusion.” Protest at 1-2. RoadHero is not an interested party to maintain the remaining allegations because, as discussed above, its technical proposal was reasonably found unacceptable. Additionally, the record shows that at least one other proposal was rated as technically acceptable, with a complete, balanced, and reasonable price proposal, and was therefore next in line for award. See Req. for Dismissal, exh. 8, Technical Evaluation Report at 1; Req. for Dismissal, exh. Price Evaluation Report at 26-27. As a result, even if we found that RoadHero’s remaining allegations had merit, the protester’s proposal would still be unacceptable under the technical factor, and we would have no basis to disagree with the agency’s decision to eliminate the protester’s proposal from the competition. 4 C.F.R. § 21.0(a); *Ecolog Deutschland*, *supra* at 4. Accordingly, we dismiss RoadHero’s remaining allegations.

The protest is denied.

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General Counsel