



Decision

Matter of: TYD Services

File: B-423648

Date: July 30, 2025

Jessica Tal, for the protester.
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participated in the preparation of the decision.

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.

DECISION

TYD Services (TYD), 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 TYD's proposal was unacceptable and ineligible for award.

We deny the protest.¹

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;

¹ This protest is not subject to a GAO protective order because TYD 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. TYD is providing these services as the incumbent contractor. Protest at 1; Req. for Dismissal, exh. 8, Technical Evaluation Report at 4-5.

The solicitation provided that award would be made using a lowest-priced, technically acceptable basis 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 TYD, 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 TYD's proposal and found it ineligible for award. Specifically, the Corps evaluated TYD's technical proposal and found the firm did not provide information regarding the vehicle type, make, model, and specifications for the vehicles proposed for performance, and TYD did not provide written confirmation that it understood and would comply with the PWS requirements.² Req. for Dismissal, exh. 8, Technical Evaluation Report at 4-5. Accordingly, the agency rated TYD's proposal as technically unacceptable. *Id.* at 5. The Corps also evaluated TYD's price proposal and

² The Corps reviewed TYD's technical proposal and found it consisted of a document stating that TYD had access to enter all United States bases in Qatar, it was the incumbent, it was registered in the System for Award Management, and it could supply 12 mid-sized vehicles, without further detail. Req. for Dismissal, exh. 8, Technical Evaluation Report at 4; Req. for Dismissal, exh. 7, TYD Proposal. TYD's proposal was limited to this one-page statement, TYD's past performance information, and a copy of the RFP. Req. for Dismissal, exh. 8, Technical Evaluation Report at 4-5.

found that TYD did not complete the RFP's pricing worksheet, and its proposal was therefore incomplete.³ Req. for Dismissal, exh. 9, Price Evaluation Report at 24.

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. 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, TYD filed this protest.⁴

DISCUSSION

TYD challenges the Corps's determination that TYD's proposal was unacceptable and ineligible for award. Protest at 1. While acknowledging that its proposal did not include certain information required by the RFP, the protester asserts: "As the incumbent, our technical capability to deliver compliant vehicles is well-established, and any perceived deficiency could have been clarified through discussions or simple clarification." *Id.* Additionally, TYD contends that eliminating its proposal from consideration for award for failing to use the RFP's pricing worksheet was "disproportionate and unduly restrictive of competition." *Id.*

The agency responds, and the record shows, that TYD's proposal was rated as technically unacceptable in accordance with the RFP because the protester failed to submit information regarding the vehicle type, make, model, and specifications being offered to meet the PWS requirements. Req. for Dismissal at 4; Req. for Dismissal, exh. 7, TYD Proposal at 1-72; Req. for Dismissal, exh. 8, Technical Evaluation Report at 4-5. Further, the agency responds, and the record shows, that TYD's proposal did not provide confirmation of its understanding of and ability to comply with the requirements, as required by the RFP. Req. for Dismissal at 4; Req. for Dismissal, exh. 7, TYD Proposal at 1-72; Req. for Dismissal, exh. 8, Technical Evaluation Report

³ The agency noted that although TYD 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 24.

⁴ 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 TYD's disagreement with the evaluation was not a valid basis for protest. Req. for Dismissal at 2. 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. 12 and 13.

at 4-5. Additionally, the Corps states that TYD did not complete the required pricing worksheet. Req. for Dismissal at 4-5.

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 TYD's proposal did not include this information. Req. for Dismissal at 4-5; Protest at 1; Resp. to Req. for Dismissal at 1-2. Instead, the protester asserts that it is the incumbent, with a demonstrated record of performance, and "any perceived deficiency could have been clarified through discussions or a simple clarification." Protest at 1; see *also* Resp. to Req. for Dismissal at 1-2.

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.⁵ 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 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

⁵ 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).

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.

TYD's suggestion that the Corps was required to provide an opportunity for TYD 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, TYD was not entitled to clarifications. *Valkyrie Enters.*, *supra*.

Additionally, TYD'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, the protester's proposal stated that TYD could supply 12 mid-sized vehicles, but it did not provide any of the required detail concerning the type, make, model, or specifications of those vehicles. Req. for Dismissal, exh. 8, Technical Evaluation Report at 4; Req. for Dismissal, exh. 7, TYD Proposal. Curing the unacceptability of TYD's proposal (*i.e.*, providing the type, make, model, and specifications of the vehicles proposed for performance) would have required revisions to TYD'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 or discussions 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 TYD'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.⁶

⁶ Additionally, although the protester suggests the agency should have considered TYD's record of meeting the requirements as the incumbent, our Office has consistently found that the evaluation of an offeror's technical proposal is dependent on the information furnished by the offeror in its proposal, rather than any outside information not included in the proposal. *Ecolog Deutschland, supra* at 4; *see also Enterprise Sols.*

(continued...)

As noted above, the protester also challenges the agency's rejection of TYD's price proposal as incomplete. Protest at 1. TYD is not an interested party to maintain the remaining allegation 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 TYD's remaining allegation had merit, TYD'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 TYD's remaining allegation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

Realized, Inc.; Unissant, Inc., B-409642, B-409642.2, June 23, 2014, 2014 CPD ¶ 201 at 9 (stating an agency's evaluation of an offeror's technical proposal is dependent on the information furnished in the proposal, and an offeror that fails to submit an adequately written proposal runs the risk of having its proposal rejected as unacceptable). Moreover, as we have consistently stated, there is no requirement that an incumbent be given extra credit for its status as an incumbent, and incumbency does not entitle an offeror to any additional consideration for award. *Professional Sols. Delivered, LLC*, B-422036.2 *et al.*, Mar. 21, 2024, 2024 CPD ¶ 84 at 9; *Integral Consulting Servs., Inc.*, B-415292.2, B-415292.3, May 7, 2018, 2018 CPD ¶ 170 at 7-8.