



## Decision

**Matter of:** Cornerstone Engineering, Inc.

**File:** B-424169

**Date:** February 25, 2026

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Brandi Smith, for the protester.

S. Leo Arnold, Esq., Arnold, Willis & Conway, for Donald Bond Construction Co., the intervenor.

Matthew R. Keiser, Esq., John Holton, Esq., and Seth Rowland, Esq., Department of the Army, for the agency.

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### DIGEST

Protest that the agency unreasonably conducted the tradeoff analysis is denied where the record shows that the source selection authority qualitatively compared the merits of the competing proposals.

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### DECISION

Cornerstone Engineering, Inc., of Louisville, Kentucky, protests the award of contracts to other firms under request for proposals (RFP) No. W912EQ-24-R-0001, issued by the Department of the Army, Corps of Engineers (Corps), for miscellaneous civil works projects. Cornerstone argues that the agency unreasonably evaluated its proposal and improperly conducted the tradeoff analysis.

We deny the protest.

### BACKGROUND

The RFP, issued on May 9, 2024, contemplated the award of five indefinite-delivery, indefinite-quantity contracts for design-build construction services to support the Corps's Memphis District. Contracting Officer's Statement (COS) at 1; Agency Report (AR), Tab 4, RFP, amend. 5 at 169, 181.<sup>1</sup> The procurement was conducted in two phases.

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<sup>1</sup> All citations are to the Adobe PDF page numbers.

During phase one, the agency evaluated proposals under the past performance, construction execution approach, and organization/management team factors. RFP, amend. 5 at 5. Offerors evaluated as the most highly qualified under those factors would be selected to participate in phase two. *Id.* at 169. Cornerstone was among the offerors selected to advance. COS at 1.

During phase two, offerors were instructed to submit technical and price proposals for a seed design-build project. RFP, amend. 5 at 169. The design-build project consisted of clearing, snagging, and cleaning out a straight slough channel, and had an estimated value between \$5 and 10 million. *Id.* at 169, 321. In making awards, the RFP advised the following:

Upon completion of the Phase Two evaluation the Contracting Officer will award a target of [five] contracts [ . . . ] to the Offerors whose proposals represent the best value to the Government considering the Phase One evaluation ratings, the seed project(s) pricing, and the ratings of the Phase Two non-price evaluation factors. **The seed project task order will be awarded to the offeror who is rated as the overall best value to the government out of the 5 awarded contracts, *i.e.* number one (1), highest-ranked offeror.**

*Id.* at 169. The phase two technical factors, listed in descending order of importance, included the following: proposed technical solutions, schedule, and key personnel. *Id.* at 170. Technical factors would be evaluated using combined technical risk ratings of outstanding, good, acceptable, marginal, and unacceptable. *Id.* at 172. When conducting the tradeoff analysis, the RFP stated that the technical factors, when combined, were equal to the price factor. *Id.* at 170.

Prior to the September 4, 2025, close of the phase two solicitation period, eight offerors, including Cornerstone, submitted proposals. AR, Tab 12, Source Selection Decision (SSD) at 1. Cornerstone was evaluated as “acceptable” under the proposed technical solutions factor, “marginal” under the schedule factor; and “acceptable” under the key personnel factor. *Id.* at 3. Cornerstone’s proposed price was the second highest of the eight offerors. *Id.* When conducting the tradeoff analysis, the source selection authority (SSA) determined that Cornerstone was not among the five highest-rated offerors, specifically slotting at seventh overall. *Id.* at 15. The SSA noted that Cornerstone’s proposal was evaluated as having significant weaknesses and deficiencies under the schedule factor which, when compared with the other offerors, presented a higher risk of unsuccessful performance. *Id.* The SSA also noted that Cornerstone’s proposed price, \$22,012,869, was 265 percent higher than the internal government estimate (IGE). *Id.*

On November 26, Cornerstone learned that its proposal was unsuccessful. On December 18, the agency provided Cornerstone with a written debriefing. First, the Corps provided a comparison of Cornerstone’s ratings against that of the offeror evaluated as the overall best value out of the five awarded contracts, the Donald Bond

Company. AR, Tab 11, Cornerstone Debriefing at 1. Then, the Corps explained how it evaluated Cornerstone's proposal under each of the phase two factors. *Id.* at 1-2. For example, the Corps explained that Cornerstone's proposal was evaluated as follows:

### **Schedule**

Cornerstone Engineering, Inc. provided a schedule for the seed task order that was not considered adequate. Multiple solicitation requirements are not discussed in the narrative. The offeror proposed substantial completion 66 days early, which is an advantage; however, the schedule contained multiple weaknesses and deficiencies. The design phase was insufficiently developed, government review periods were not shown, and construction sequencing included faulty logic. The narrative lacked detail regarding critical milestones, schedule monitoring, and recovery processes. The proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Since the proposal for [the schedule factor] contained a deficiency, the offeror was assigned a rating of ***Marginal***.

*Id.* at 2. The debriefing also provided the following summary of Cornerstone's evaluation:

### **Summary for Award**

While Cornerstone's technical and key personnel factors were rated Acceptable, the schedule deficiencies rendered the proposal noncompetitive. Additionally, the variance between Cornerstone's proposed price, the IGE and the competitive price range raises concerns regarding the offeror's ability to submit cost-competitive proposals under future task orders issued against this [multiple award task order contract].

*Id.* On December 20, Cornerstone filed this protest with our Office.

## **DISCUSSION**

Cornerstone's protest raises three arguments challenging the reasonableness of the agency's tradeoff analysis. First, Cornerstone argues that the agency unreasonably considered its proposal as ineligible for award because the proposal was evaluated as "[m]arginal" under the schedule factor. Protest at 2. Second, Cornerstone argues that the agency unreasonably conducted the best-value tradeoff analysis because it did not consider Cornerstone's ratings of "[a]cceptable" under the proposed technical solutions and key personnel factors. *Id.* Third, Cornerstone argues that the agency unreasonably considered the firm's ability to submit competitively priced task orders as part of the tradeoff analysis. *Id.*

Before addressing these grounds, we discuss an untimely allegation raised during the pendency of this protest.

### Untimely Allegation

As part of its comments, Cornerstone challenges the agency's evaluation of its proposal under the schedule factor. Comments at 1-2. Cornerstone argues that the solicitation required only a summary-level schedule and that the agency unreasonably evaluated its proposed schedule as lacking details. *Id.* at 1-2. Cornerstone also argues that the agency identified weaknesses (e.g., the proposal lacked design packages and illogical sequencing) that were inconsistent with the content of its proposed schedule. *Id.* at 2. We dismiss these allegations as untimely.

Our Bid Protest Regulations provide that a protest based on other than alleged improprieties in a solicitation must be filed not later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2); *Desbuild Inc.*, B-409009, Jan. 6, 2014 at 5, *request for reconsideration denied*, *Desbuild Inc.*, B-409009.2, B-409003.3, Apr. 9, 2014.

The record shows that the agency communicated the basis for its evaluation of Cornerstone's proposed schedule as part of the written debriefing. As noted above, the agency specifically communicated that the schedule "lacked detail regarding critical milestones," that the "design phase was insufficiently developed" and that "construction sequencing included faulty logic." AR, Tab 11, Cornerstone Debriefing at 2. Given these specific advisements, we conclude that any protest challenging these evaluation judgments must have been filed within 10 days of the close of the debriefing. Because the protester did not raise these arguments until it filed its comments, we dismiss them as untimely.<sup>2</sup> See *Medical Staffing Sols. USA*, B-415571, B-415571.2, Dec. 13, 2017, at 3 (allegations raised in protester's comments were untimely when filed more than 10 days after the protester knew or should have known the bases for them).

To the extent the protester argues that these arguments are timely because they only offer additional support for the challenges raised in the protest, *i.e.*, the arguments "do not raise new protest grounds[.]" we disagree because the allegations are in fact new protest grounds. Protester's Comments at 1. Allegations raised during the course of a protest constitute new protest grounds when the later-raised allegations are independent from, and provide no support for, the initial protest grounds. *Medical Staffing Sols. USA*, *supra*. As explained earlier, Cornerstone argues in its protest that the agency unreasonably considered its proposal as ineligible for award due to the assignment of a "[m]arginal" rating, that the agency failed to recognize the firm's

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<sup>2</sup> Even if the protester gained more detailed information about these evaluation judgments by reviewing the agency's evaluation documents, such fact is not decisive. A protester must timely challenge when the protester learns "the basis of protest," not when the protester gains the full details or additional information to perfect its protest. See 4 C.F.R. § 21.2(a)(2).

“[a]cceptable” ratings under the other phase two factors, and that the agency improperly considered the firm’s ability to submit competitive pricing for future task orders. Protest at 1-3. None of the initially raised challenges concern the agency’s evaluation of the firm’s proposal under the schedule factor; rather, they all concern the tradeoff analysis. As a result, the later-raised challenges are new and independent from the initially raised challenges because they concern different aspects of the award process and provide no support for the initially raised challenges.<sup>3</sup> As noted, protest allegations based on other than alleged improprieties in a solicitation must be filed not later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. As the protester did not file these allegations within 10 calendar days of when it knew or should have known of the basis of its allegations, *i.e.*, 10 calendar days after its written debriefing, they are untimely. See *also* Memorandum of Law (MOL) at 4 (“[Cornerstone] does not challenge the assignment of the marginal rating for Factor 5.”). Accordingly, we also dismiss this alternate basis for these protest allegations.

### Selection Decision

As noted above, Cornerstone raises three arguments challenging the agency’s tradeoff analysis. First, Cornerstone argues that the agency unreasonably considered its proposal as ineligible for award because it was evaluated as “[m]arginal” under the schedule factor. Protest at 2. Second, Cornerstone argues that the agency failed to conduct a best-value tradeoff analysis because it did not consider the fact that Cornerstone was evaluated as “[a]cceptable” under the proposed technical solutions and key personnel factors. *Id.* Third, Cornerstone argues that the agency unreasonably considered the firm’s ability to submit competitively priced task orders as part of the tradeoff analysis. *Id.*

The Corps responds that it reasonably conducted the tradeoff analysis. First, the agency explains that it did not disqualify Cornerstone from the tradeoff analysis because its proposal was assigned a “marginal” rating. MOL at 2-4. Second, the Corps explains that it considered the totality of Cornerstone’s proposal as part of the tradeoff analysis, but that the combination of Cornerstone’s poor schedule and significantly higher proposed price did not warrant a determination that the firm was within the top five-rated proposals. *Id.* at 5. Finally, the Corps responds that it reasonably considered Cornerstone’s relatively high proposed price as evidence that the firm would not be competitive in future task order competitions because such judgment was logically encompassed within the price factor. *Id.* at 6-7.

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<sup>3</sup> Even if the later-raised arguments were related to the initial allegations, we would not consider them. Where a protester supplements initial general protest allegations with specific examples in a later filing, the specific examples must independently satisfy our timeliness rules; otherwise, we will consider them as raised in piecemeal fashion and to be untimely. *University of Maryland*, B-416682, Oct. 24, 2018, at 7. Here, the protester failed to set forth the arguments as part of its protest. Further, they are untimely for the reasons provided. Thus, even if the arguments were related to the initial allegation, they were developed in piecemeal fashion and are not for our consideration.

When conducting the selection decision, the record shows that the SSA reviewed each proposal under the various factors. AR, Tab 12, SSD at 4-13. Regarding Cornerstone's proposal, the SSA noted that Cornerstone demonstrated an adequate approach under the proposed technical solution factor. *Id.* at 7. The SSA noted that Cornerstone's proposal featured several beneficial aspects, including detailed discussions of channel cleanout methods, and had some areas where it could have been improved, such as more detail concerning sequencing of design activities. *Id.*

The SSA also noted that Cornerstone's proposal was substandard under the schedule factor. AR, Tab 12, SSD at 8. The SSA pointed out that Cornerstone's proposed schedule contained multiple weaknesses and deficiencies, including insufficiently developed phases, omission of certain periods, and illogical construction sequencing. *Id.* The schedule narrative also lacked details regarding critical milestones, schedule monitoring, and recovery processes. *Id.*

As for the key personnel factor, the SSA noted that Cornerstone's proposal was adequate. AR, Tab 12, SSD at 8. The SSA noted that some of Cornerstone's key personnel offered experience on similar projects, while others lacked such experience. *Id.* The SSA also noted that none of the key personnel demonstrated thorough or exceptional experience that would warrant a higher adjectival rating. *Id.*

After reviewing the proposals, the SSA considered all the evaluations and ranked the proposals from one through eight. AR, Tab 12, SSD at 13-15. Cornerstone's proposal was ranked seventh. *Id.* at 15. The SSA compared Cornerstone's proposal against those of its competitors and noted that the firm's poor evaluation under the schedule factor made its proposal weaker than its competitors. *Id.* The SSA explained that Cornerstone's failure to address solicitation requirements and develop a complete schedule presented a high risk of unsuccessful performance that rendered its proposal noncompetitive, even when considering that the firm was evaluated favorably under the other phase two factors and the past performance factor. *Id.* The SSA also noted that Cornerstone's high price (265 percent above the IGE) was considered excessive. *Id.*

In comparison, the SSA noted that the successful proposals all demonstrated adequate or better approaches under each of the phase two factors, along with equal or better records of quality of past performance. AR, Tab 12, SSD at 13-15. The SSA also noted that the successful proposals all had lower proposed pricing than Cornerstone. *Id.* As reference, the successful offeror's proposed price was \$6,989,833, which was only 16 percent higher than the IGE. *Id.* at 13. Additionally, the SSA concluded that the fifth ranked offeror (*i.e.*, the lowest ranked awardee) demonstrated a more advantageous proposal under the technical factors and proposed a lower price, \$18,897,300, than Cornerstone. *Id.* at 14.

Source selection officials have broad discretion in determining the manner and extent to which they will make use of technical and price evaluation results, and their judgments are governed only by tests of rationality and consistency with the stated evaluation

criteria. *Arcticom, LLC*, B-421256, B-421256.2, Dec. 28, 2022, at 8. In reviewing an agency's selection decision, we examine the supporting record to determine if it was reasonable and consistent with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Id.*

Here, we find no basis to object to the selection decision for any of the reasons advanced by the protester. First, the record does not support Cornerstone's argument that it was considered ineligible due to the assignment of a "marginal" rating. Instead, the record shows that the SSA included Cornerstone's proposal in the tradeoff analysis, but that the identified weaknesses and deficiencies made its proposal less attractive than its competitors' proposals. While the selection decision characterized Cornerstone's proposal as "noncompetitive," this determination was made based on the qualitative merit of the proposal in relation to its competitors. Accordingly, we deny this allegation because the record does not show that the agency improperly removed Cornerstone's proposal from the tradeoff analysis.

Second, the record does not support Cornerstone's position that the agency failed to consider its favorable evaluations under the other technical factors. To the contrary, the record shows that the SSA recognized that Cornerstone offered some beneficial features under the proposed technical solution factor, and that Cornerstone's proposed key personnel included some individuals with valuable levels of experience. Additionally, the SSA considered Cornerstone's record of past performance. Nevertheless, the record shows that the SSA determined that the successful offerors demonstrated equal or better technical approaches and offerings, as well as similar or better records of past performance. Thus, we deny this allegation because the record does not show that the tradeoff analysis was deficient for failing to consider the totality of Cornerstone's proposal.

Finally, we reject Cornerstone's argument that the agency unreasonably considered price as part of the tradeoff analysis. While we recognize that the debriefing relayed concern about Cornerstone's ability to be competitive in future task order competitions, the SSD does not include any judgments to that effect. See *Nippo Corp.*, B-402363.2, May 5, 2010, at 4 ("Our review is based on the evaluation record, not the information provided in a debriefing."). Instead, the SSD shows that the SSA considered Cornerstone's proposal to be less advantageous due to the heightened risk of unsuccessful performance relating to the schedule factor; the proposal's inability to stand out or have distinguishing features under the remaining technical factors; and the fact that its proposed price was the second highest (265 percent above the IGE) and much higher than that of the firms selected for award. AR, Tab 12, SSD at 15; see also COS at 7-8. Thus, even if judgments about Cornerstone's ability to submit competitive pricing were unreasonable, the SSD does not show that the SSA improperly relied on

those considerations as part of the tradeoff analysis. Accordingly, we deny the allegation.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel