



Decision

Matter of: Pat Williams Construction, LLC

File: B-424168

Date: March 25, 2026

Jason Williams for the protester.
Meredith L. Thielbahr, Esq., Gordon Rees Scully & Mansukhani, LLP, for Cerris Builders, Inc., the intervenor.
Deborah L. Collins, Esq., and Elliott A. Stanley, Esq., Department of the Army, for the agency.
Sarah T. Zaffina, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that agency unreasonably rated protester's proposal as unacceptable, and therefore ineligible for award, is denied, where the protester failed to submit information addressing material solicitation requirements.

DECISION

Pat Williams Construction, LLC (PWC), located in Leesville, Louisiana, protests the award of a contract to Cerris Builders, Inc. (CBI), of Overland Park, Kansas, under request for proposals (RFP) No. W9126G25R0130, issued by the Department of the Army, United States Army Corps of Engineers (Corps), for sustainment, restoration, and modernization building services. The protester alleges that the agency improperly evaluated its proposal as unacceptable, and therefore ineligible for award, for failing to include required information. The protester also argues that the agency's evaluation of proposals and best-value tradeoff analysis were unreasonable.

We deny the protest.

BACKGROUND

On July 8, 2025, the agency issued the solicitation in accordance with Federal Acquisition Regulation (FAR) part 15, seeking to award a design-bid-build, fixed-price contract to renovate and repair a tactical equipment maintenance facility building in

Fort Polk, Louisiana.¹ RFP at 1, 15-16, 18; RFP amend. 4 at 4. The solicitation contemplated that the contract work would be completed no later than 540 days after issuance of the notice to proceed (NTP). RFP at 114.

The solicitation provided for award on a best-value tradeoff basis, considering the following factors, with the first three factors (the non-price factors) listed in descending order of importance: (1) past performance; (2) summary schedule; (3) small business participation; and (4) price. RFP amend. 4 at 4-5. When combined, all non-price evaluation factors were approximately equal to price. *Id.* at 5. The solicitation advised further that the government intended to award the contract without discussions and that the “[g]overnment will not award a contract to an [o]fferor whose proposal contains a deficiency.”² RFP at 15; RFP amend. 4 at 5, 13.

The agency received proposals from six offerors, including PWC and CBI.³ AR, Tab 10, SSDD at 5.⁴ As relevant here, in evaluating PWC’s proposal, the agency determined that the proposal was unacceptable under the summary schedule factor based on four deficiencies, one weakness, and two uncertainties in the proposal. AR, Tab 10, SSDD at 7-8. In this regard, the agency found that PWC’s proposed summary schedule failed to meet several of the solicitation’s requirements.⁵ Specifically, the SSEB identified four deficiencies because PWC’s proposed schedule: (1) did not include total float calculations; (2) failed to detail activities tied to acquiring and delivering items with long

¹ The solicitation was amended seven times. Contracting Officer’s Statement (COS) at 3-5. The agency did not provide a conformed RFP; therefore, we cite to the initial solicitation and amendment 4, which includes the latest version of the evaluation criteria. *Compare* Agency Report (AR), Tab 3, RFP at 27-34, *with* AR, Tab 7, RFP amend. 4 at 4-11; *see also* COS at 16. In addition, citations to the record use the Adobe PDF pagination of the documents produced.

² The solicitation defined a deficiency as “[a] material failure of a proposal to meet a [g]overnment requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” RFP at 22.

³ The source selection evaluation board (SSEB) eliminated one offeror from the competition at the outset for failing to submit required documents such as the bid guarantee with its proposal, and did not evaluate its proposal. AR, Tab 10, Source Selection Decision Document (SSDD) at 6.

⁴ Our Office did not issue a protective order in this matter because PWC proceeded with its protest without counsel.

⁵ The SSEB assigned the following ratings to PWC’s proposal: (1) satisfactory confidence for past performance; (2) unacceptable for summary schedule; (3) marginal for small business participation. AR, Tab 10, SSDD at 6; AR, Tab 13, Notice of Unsuccessful Offeror at 1. PWC had a total evaluated price of \$28,128,965.

lead times; (3) omitted required ordering dates for critical items with long lead times; and (4) did not describe the activities required to turnover the project to the Corps when complete. *Id.* at 8-9. Based on these deficiencies, the SSEB concluded that the risk of unsuccessful performance was “unacceptably high” and assigned PWC’s proposal a rating of unacceptable.⁶ *Id.* at 8. Because PWC’s proposal received a rating of unacceptable, it was not included in the agency’s best-value tradeoff analysis. COS at 9.

The source selection authority reviewed the SSEB’s evaluation findings, conducted a best-value tradeoff analysis of the four proposals remaining in the competition, and selected CBI’s as the best value to the government. *Id.* at 7; see *also* AR, Tab 15, Post-Award Debriefing at 5. The contracting officer notified PWC of the award to CBI on December 8, 2025, and PWC requested a debriefing. AR, Tab 13, Notice of Unsuccessful Offeror; AR, Tab 14, Request for Post-Award Debriefing at 1. After receiving a written debriefing from the agency on December 17, PWC filed this protest with our Office. AR, Tab 15, Post-Award Debriefing.

DISCUSSION

PWC challenges the Corps’ evaluation of its proposal as unacceptable under the summary schedule factor and asserts that the agency’s award decision was unreasonable. PWC also asserts that the Corps improperly failed to seek clarifications regarding the areas of concern that rendered its proposal unacceptable. For the reasons discussed below, we find that the agency reasonably evaluated the protester’s proposal as unacceptable--and thus ineligible for award--because the protester’s proposal failed to meet the material requirements of the solicitation.⁷ We also find that the agency was not required to conduct clarifications with the protester. Because we conclude that the agency reasonably found PWC’s proposal unacceptable and ineligible

⁶ The RFP defined a rating of unacceptable as a proposal that “does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.” RFP at 24.

⁷ The protester raises other collateral arguments that are not discussed in this decision. For example, PWC appears to argue that the agency should have extended the proposal deadline because, in the protester’s view, amending the solicitation three days before the deadline for receipt of proposals and requiring additional information to be submitted with proposals was insufficient time for offerors to respond to new solicitation requirements. See Protest at 3-4; see *also* RFP amend. 4 at 1. Our timeliness rules specifically require that a protest ground concerning alleged improprieties in a solicitation must be filed before the closing time for receipt of proposals. 4 C.F.R. § 21.2(a)(1). Here, PWC did not challenge the deadline for proposals, which was August 22, 2025, prior to that date. Instead, PWC waited until December 19, 2025, after proposals were due and after award, to raise this argument. Accordingly, because the protester did not raise this argument prior to the closing time for receipt of proposals, the allegation is untimely and is therefore dismissed.

for award, the protester is not an interested party to assert its other protest grounds regarding the agency's best-value tradeoff analysis.

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. See *SDS Int'l, Inc.*, B-291183.4, B-291183.5, Apr. 28, 2003, at 5. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *MVM, Inc.*, B-407779, B-407779.2, Feb. 21, 2013, at 6. In a negotiated procurement, a proposal that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *Wolverine Servs. LLC*, B-409906.3, B-409906.5, Oct. 14, 2014, at 3-4. An offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation. *Business Integra, Inc.*, B-407273.22, Feb. 27, 2014, at 3. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, at 4. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *MVM, Inc.*, *supra* at 5-6.

Evaluation of Deficiencies

PWC contends that the agency improperly found its proposal unacceptable based on the assessment of the four deficiencies under the summary schedule factor because, in the protester's view, the deficiencies were "administrative and documentation-based." Protest at 2-3. The agency argues that its evaluation of PWC's proposal as unacceptable was reasonable because the omissions in PWC's proposal constituted a "material failure that did not meet the [RFP's] submission requirements for" the summary schedule factor, and presented an unacceptably high risk of unsuccessful performance. Memorandum of Law (MOL) at 18.

The RFP required offerors to "[s]ubmit a summary level schedule for construction" that was to become the project schedule and, for evaluation purposes, assumes that the Corps will issue an NTP on November 1, 2025. RFP amend. 4 at 9. The RFP provided that the "schedule shall be task oriented" and indicate the number of calendar days after the NTP that the milestones are to be achieved. *Id.* While offerors were permitted to use any method they chose to display the summary level schedule, the solicitation required that "schedules shall be graphically represented and shall include, as a minimum, Activity [Identification], Activity Description, Original Duration, early start and early finish dates, and total float for each activity."⁸ *Id.* The solicitation also required offerors to show project and site work activities in detail sufficient to substantiate the proposed contract duration, "[s]how submittal preparation and review/approval activities

⁸ "Activity float is the number of workdays that an activity can be delayed without causing a delay to the 'End Project' finish milestone." RFP at 145.

for long lead items” to demonstrate understanding of the time required for and understanding of the government review process, and show project turnover to the government to demonstrate the offeror’s understanding of the time needed to complete turnover activities and the inspection activities. *Id.* at 10. In addition to the graphic summary schedule, offerors were to submit a schedule narrative explaining the construction process overall. *Id.* Among other things, if offerors needed a long lead time to order equipment, they were to “describe the requirement in the narrative and show the required ordering date and anticipated delivery duration in the schedule.” *Id.*

The solicitation provided that the Corps was to evaluate the proposed contract duration and the summary schedule. RFP amend. 4 at 10-11. In this regard, the RFP specified that the agency may consider the summary schedule in conjunction with the proposed contract duration to determine the reasonableness of the time to perform the contract.⁹ *Id.* at 10. The solicitation also provided that the agency was to evaluate the summary schedule and narrative to determine if the offeror understood “the project scope, coordination requirements, project restrictions, and acquisition of long lead items which must be reflected in the schedule.” *Id.* at 11. In addition, the agency was to evaluate the realism of the proposed contract schedule and whether the offeror was capable of scheduling “the complete project within the proposed contract duration.” *Id.* Finally, as relevant here, the solicitation provided that the “[g]overnment will not award a contract to an [o]fferor whose proposal contains a deficiency.” RFP at 28; RFP amend. 4 at 5.

In evaluating PWC’s proposal under the summary schedule factor, the SSEB identified four deficiencies in PWC’s proposed summary schedule, which rendered the proposal unacceptable.¹⁰ AR, Tab 10, SSDD at 8-9. First, the SSEB found that PWC failed to include a column in its proposed schedule with total float information as required by the solicitation. *Id.* at 8; RFP amend. 4 at 9 (requiring that the summary schedule identify “total float for each activity”). Second, the evaluators found that while PWC listed long lead items in its narrative, it did not show the corresponding activities for these long lead items--such as submittal preparation and government review/approval--in its summary schedule as required by the RFP. AR, Tab 10, SSDD at 8; RFP amend. 4 at 10 (requiring that the schedule “[s]how submittal preparation and review/approval activities for long lead items”). Third, the SSEB found that PWC’s summary schedule omitted “the required ordering date and anticipated delivery duration” required by the solicitation. AR, Tab 10, SSDD at 8; RFP amend. 4 at 10 (“If long lead item equipment must be ordered, describe the requirement in the narrative and show the required ordering date and anticipated delivery duration in the schedule.”) Fourth, the SSEB

⁹ The solicitation provided that the Corps would consider “risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.” *Id.* at 24. In this regard, the agency would assign one of the following combined technical/risk ratings: outstanding, good, acceptable, marginal, or unacceptable. *Id.* at 24-25.

¹⁰ As noted above, the agency also identified one weakness and two uncertainties in PWC’s proposed schedule. AR, Tab 10, SSDD at 8-9.

found that PWC failed to show project turnover and the time required to complete project turnover in the summary schedule. AR, Tab 10, SSDD at 11; RFP amend. 4 at 10 (requiring that the summary schedule “[s]how turnover of the project,” including “[t]he time to complete the project and the turnover to the Government must consider the requirements for the Contractor’s [contractor quality control] completion inspection, the subsequent joint Contractor-Government prefinal and final inspections, and the correction of punch list items between inspections”). The SSEB determined that each of the deficiencies identified failed to meet a specific solicitation requirement and concluded that the risk of unsuccessful performance was “unacceptably high.” AR, Tab 10, SSDD at 8.

In challenging the agency’s evaluation, PWC does not assert that its proposed summary schedule included the information required by the solicitation. Instead, PWC complains that “[t]he cited deficiencies were administrative and documentation-based” and “not indicative of actual performance risk” such that “[t]reating such omissions as fatal defects was unreasonable[.]” Protest at 3. Based on our review of the record, we find nothing unreasonable regarding the agency’s evaluation.

As referenced above, a proposal failing to conform to the material terms and conditions of the solicitation is unacceptable and may not form the basis for award. *Wolverine Servs. LLC, supra*, at 3. Material terms of a solicitation include those which affect the price, quantity, quality, or delivery of the goods or services being provided. *Alliant Health Sols., Inc.*, B-423598, B-423598.2, Sept. 12, 2025, 19. Here, under the solicitation, offerors were required to provide dates and other information for float time, long lead items, and project turnover in their proposed schedules. RFP amend. 4 at 9-10. This data, which the record reflects was missing from PWC’s proposal, affects the delivery of the construction services to be provided here, and as such, represents a failure to meet a material requirement of this solicitation. Although PWC asserts that it was improper for the Corps to assign deficiencies to its proposal because the cited deficiencies were administrative in nature and therefore not indicative of actual performance risk, the record reflects that the information omitted from the protester’s proposal was necessary to meet a material requirement of the solicitation. Accordingly, we find the agency’s assessment of deficiencies to PWC’s proposal for these omissions was reasonable. RFP at 22 (defining deficiency as a material failure to meet a government requirement and/or risk of performance is unacceptably high).

In addition, as noted above, the RFP provided that the “[g]overnment will not award a contract to an [o]fferor whose proposal contains a deficiency.” RFP at 15; RFP amend. 4 at 5, 13. In light of the reasonably assessed deficiencies, the agency properly found PWC’s proposal to be unacceptable and ineligible for award. This protest ground is denied.

Clarifications

PWC asserts that the Corps should have sought clarifications regarding the evaluated deficiencies in PWC’s proposal. In the protester’s view, “[l]imited clarification[s] would

have resolved all cited schedule concerns without altering PWC's price or technical approach." Protest at 3. The agency argues that allowing the protester to "rehabilitate PWC's Factor 2, Summary Schedule deficiencies that were non-compliant with the terms of the RFP" would constitute discussions, and that the RFP specified that the agency "intends to award without discussions." MOL at 20; RFP at 15.

Based on our review, we find nothing unreasonable regarding the agency's decision not to seek clarifications from PWC regarding the deficiencies assessed to its proposal. Clarifications are "limited exchanges" between the government and offerors that may occur when 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. FAR 15.306; *Satellite Servs., Inc.*, B-295866, B-295866.2, Apr. 20, 2005, at 2 n.2. As we have also explained, however, clarifications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of a proposal, or otherwise revise the proposal. *CJW-Desbuild JV, LLC*, B-414219, Mar. 17, 2017, at 3.

Here, the Corps determined that PWC's proposal was unacceptable, and therefore, ineligible for award because it failed to include information required by the RFP under the summary schedule factor; consequently, any request from the agency that would have permitted PWC to cure its deficiencies would have constituted discussions, not clarifications. Moreover, even if failure to submit information under the summary schedule factor had been a minor clerical error, as the protester argues, the agency was not required to give PWC the opportunity to correct its omissions through clarifications. See, e.g., *J&J Contractors, Inc.*, B-421370, Mar. 30, 2023, at 11-12 (stating that "offerors have no right to clarifications regarding proposals" and denying protest that the agency unreasonably rejected a proposal without using clarifications to cure the protester's failure to submit the required information). We conclude therefore that PWC has not established that the agency's failure to conduct clarifications was improper and we deny this protest ground.

Interested Party Status

Finally, PWC argues the agency's best-value tradeoff analysis was unreasonable. In response, the Corps contends that, because the agency reasonably found PWC's proposal ineligible for award due to its failure to meet the material requirements of the solicitation, the protester is not an interested party to bring its other protest allegations.

In order for a protest to be considered by our Office, a protester must be an interested party, that is, an actual or prospective offeror whose direct economic interest would be affected by the award or failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party where it would not be in line for contract award if its protest were sustained. *BANC3, Inc.*, B-416486, B-416486.2, Sept. 10, 2018, at 9. Here, as discussed above, the agency reasonably determined that the protester's proposal was unacceptable and ineligible for award because it failed to meet the material requirements of the solicitation. Since PWC is not eligible for award given the

deficiencies assigned to its proposal, PWC would not be in line for award even if we were to sustain its other challenges concerning the reasonableness of the agency's best-value tradeoff decision. Accordingly, the protester is not an interested party to raise these other protest challenges, and we will not consider them. See *Tetra Tech Tesoro, Inc.*, B-403797, Dec. 14, 2010, at 6.

The protest is denied.

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General Counsel