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Decision

Matter of: Dawson Technical, Inc.

File: B-424511.2

Date: August 24, 2026

Johnathan M. Bailey, Esq., and Kristin E. Zachman, Esq., Cokinos Young, for the protester.
Lauren Kalaukoa, Esq., and Christine Tamashiro, Esq., Department of the Navy, for the agency.
Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.
Johnathan Bailey, Cokinos Young, for the protester.

DIGEST

Protest that agency unreasonably evaluated protester's proposal is denied where agency reasonably found that protester failed to provide information required by the solicitation.

DECISION

Dawson Technical, Inc., of Honolulu, Hawaii, protests the decision of the Department of the Navy, Navy Facilities Engineering Command, to eliminate Dawson from the competition under request for proposals (RFP) No. N62478-24-R-4054, issued to award multiple design build/design bid-build construction contracts. Dawson asserts that the agency unreasonably evaluated its phase I proposal.

We deny the protest.

The Navy issued the RFP on December 20, 2023, to award multiple fixed-price, indefinite-delivery, indefinite-quantity construction contracts for a five-year base period and one three-year option period. Agency Report (AR), Tab 2, RFP at 4. The solicitation provided that proposals would be evaluated in two phases. During phase I, offerors were required to submit technical proposals, which were evaluated against the following criteria: technical approach; experience; past performance; and safety. Technical approach was rated acceptable or unacceptable. The remaining phase I evaluation factors were each assigned a confidence rating of outstanding, acceptable, satisfactory, or unacceptable. *Id.* at 45-46. The solicitation provided that the agency

would evaluate the phase I proposals and select approximately ten of the most highly qualified offerors to move to phase II. *Id.* at 45. A proposal that was rated unacceptable for the technical approach factor was ineligible to move to phase II. *Id.*

The phase I proposals were first evaluated by the technical evaluation team (TET). Contracting Officer's Statement (COS) at 3. The source selection advisory council (SSAC) then reviewed the TET findings. *Id.* at 5. The TET rated Dawson's proposal unacceptable under the technical approach and experience factors, satisfactory confidence under the past performance factor, and outstanding confidence under the safety factor. AR Tab 4, TET Phase I Report at 14, 65, 150, 209. The SSAC agreed with the evaluation results. AR, Tab 5, SSAC Phase I Report at 10-11.

Dawson was eliminated from the competition without being permitted to submit a phase II proposal. After a pre-award debriefing, through which the agency explained that it found Dawson unacceptable under the technical approach and experience factors, Dawson submitted this protest to our Office.

DISCUSSION

Dawson asserts that the agency unreasonably evaluated its phase I proposal under the technical approach, experience, and past performance factors. As discussed below, we find that the Navy reasonably evaluated Dawson's proposal as unacceptable under the technical approach factor. Since a proposal that was rated unacceptable under technical approach was not eligible to move on to phase II, we do not address Dawson's challenge to the evaluation of its proposal under the experience and past performance factors.

Under the technical approach factor offerors were required to provide: (i) a simple organizational chart that clearly identified the lines of authority between the offeror's proposed team, including, among others, the offeror, the designer of record, any subcontractors, and the offeror's affiliate/subsidiary/parent; (ii) a brief description of the roles and responsibilities of each entity identified as part of the offeror's proposed team; and (iii) a signed agreement or letter of commitment from each team member. AR, Tab 3, RFP, amend. 4 at 15. In addition, offerors were required to provide a contractor information sheet for each team member. RFP at 10, 62.

In its proposal under technical approach, Dawson stated:

Dawson Technical, Inc. is a wholly owned subsidiary of the Hawaiian Native Corporation (HNC) . . . Accordingly, the information included herein represents the combined experience, past performance, quality, safety, management plan/delivery, and financial capability of the entire DAWSON enterprise including affiliates and the parent company. The resources of DAWSON, its teaming subcontractors, their workforce, management, facilities, resources, and key personnel are wholly committed to the success . . . and will have *meaningful involvement* throughout the life of the contract performance. Under the

management of Dawson Technical, Inc., we will consult the key staff and Subject Matter Experts (SMEs) of our NHO affiliates (Dawson Federal, Inc. and Dawson Enterprises, LLC) to ensure the success of the [contract scopes of work] (SOW). These affiliated key personnel will transfer their knowledge, experience, and lessons learned to support Dawson Technical, Inc. for the successful management and execution

Protest, exh. 4, Dawson Proposal at 54.

In its organizational chart Dawson listed HNC, under which it listed Dawson Technical, Inc. (the protester), Dawson Enterprises, and Dawson Federal. *Id.* at 55. In its contractor information sheet, Dawson identified HNC as a team member and included HNC's unique identity number and contact information. *Id.* at 49.

The TET considered this information and concluded that HNC was proposed as a team member in Dawson's proposal. The TET assigned Dawson's proposal two deficiencies because Dawson did not, as required by the RFP (1) provide HNC's roles and responsibilities and (2) provide a signed letter of agreement or letter of commitment from HNC. AR, Tab 4, TET Phase I Report at 16. Dawson's proposal was also assigned a deficiency because Dawson named [DELETED] as a subcontractor in its proposal but did not include [DELETED] in its organizational chart. *Id.* The TET rated Dawson's proposal overall unacceptable under the technical approach factor. The SSAC agreed with the evaluation of Dawson's proposal. AR, Tab 5, SSAC Phase I Report at 10-11.

Dawson protests that the agency unreasonably concluded that Dawson proposed HNC as a team member. According to Dawson, while in its proposal it disclosed that Dawson was wholly owned by HNC, it did not identify HNC as providing any functional support. Instead, Dawson contends that it identified itself, Dawson Federal, and Dawson Enterprises as comprising the Hawaii team, and specifically that Dawson Federal and Dawson Enterprises were affiliates that would provide staff and subject matter experts. Comments at 3. Dawson asserts that in its organizational chart it listed HNC as a "heading," not as a team member. *Id.* Finally, Dawson argues that including HNC as a team member on its contractor information sheet was a minor informality that should be waived. *Id.* at 4-5. Dawson also asserts that in its proposal it included the lines of authority for [DELETED] where it stated in its proposal that [DELETED] would be the subcontractor for any waterfront contracts. *Id.* at 6. Dawson therefore maintains that failing to include [DELETED] in its organizational chart was also a minor informality that should be waived. *Id.* at 5-7.

The agency argues that it reasonably interpreted Dawson's proposal to include HNC as a team member and therefore Dawson was required to provide a description of HNC's roles and responsibilities and a signed agreement or letter of commitment from HNC. Memorandum of Law at 13-16. In this regard, the agency points out that the contractor information sheet identified HNC as a team member and that HNC was included in the organizational chart. *Id.* at 15-16. The Navy also maintains that omitting [DELETED]

from the organizational chart was a failure to meet a material requirement of the solicitation. *Id.* at 17.

When reviewing a protest challenging the rejection of a proposal, we examine the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation and applicable statutes and regulations. *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, at 4. The evaluation of proposals is a matter within the procuring agency's discretion; we will not disturb the agency's judgment unless the record shows that the evaluation did not have a reasonable basis or was inconsistent with the terms of the solicitation, law, or regulation. *Ahtna-RDI JV, Inc.*, B-418012.6, B-418012.7, Jan. 5, 2021, at 4. Further, an offeror bears the burden of submitting an adequately written proposal that contains all the information required under a solicitation. *Top Guard, Inc.*, B-420719, July 28, 2022, at 8. Where a proposal omits, inadequately addresses, or fails to clearly convey required information, the offeror runs the risk of an adverse agency evaluation. *Ahtna-RDI JV, supra* at 4.

We find that the agency reasonably interpreted Dawson's proposal as including HNC as a team member. First, in its technical proposal Dawson states: "Dawson Technical, Inc. is a wholly owned subsidiary of the Hawaiian Native Corporation (HNC). . . . Accordingly, the information included herein represents the combined experience, past performance, quality, safety, management plan/delivery, and financial capability of the entire DAWSON enterprise including affiliates **and the parent company**." Protest, exh. 4, Dawson Proposal at 54 (emphasis added). This statement indicates that HNC is part of the team and that HNC, *i.e.*, the "parent company," was included in the representation of the combined experience and past performance, among other things. While Dawson argues that it did not provide HNC as providing any functional support and therefore it should not have been considered to be a team member, that in fact is the agency's concern. HNC is identified as a team member, but no responsibilities are included for HNC. Further, the fact that Dawson proposed other Dawson affiliates as team members and provided their responsibilities does not demonstrate that HNC was not proposed as a team member.

Second, HNC was listed in the organizational chart that identified team members. While it was listed in the area where it may have been intended as a heading, the organizational chart did not make it clear that this was Dawson's intention and therefore there was no reason for the agency to interpret the organizational chart to conclude that HNC was not a team member. The agency was not required to guess Dawson's intention.

Finally, Dawson included HNC as a team member in its contractor information sheet. While Dawson asserts that this was a minor informality, the solicitation instructed offerors to provide an information sheet for team members and Dawson included HNC on its sheet. It thus appeared clear from the proposal that Dawson was proposing HNC as a team member. To the extent that Dawson asserts this was a minor informality, Dawson again appears to be arguing that the agency should have guessed that Dawson intended something other than what was obvious from the face of its proposal.

Similarly, the solicitation specifically instructed offerors to provide an organizational chart that included all team members, including subcontractors. Dawson proposed [DELETED] as a subcontractor but failed to include [DELETED] in its organizational chart.¹

Overall, it was reasonable for the agency to conclude that HNC was a team member and to assess deficiencies in Dawson's proposal because Dawson did not list HNC's responsibilities or provide a letter of commitment from HNC. It was also reasonable for the agency to find that Dawson's failure to follow the solicitation's instructions and include [DELETED] in its organizational chart was a deficiency. Given the assigned deficiencies, the agency reasonably assigned Dawson a rating of unacceptable under the technical approach factor and excluded Dawson's proposal from phase II.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹ Dawson and the agency disagree as to whether this is a minor informality that could be waived. Even if it could be waived the agency was under no obligation to do so. See e.g., *TriStar Aerospace LLC*, B-419093, Dec. 11, 2020, at 7 (waiver of informalities and irregularities is permissive and provides agencies latitude to waive informalities and minor irregularities, but it does not require such waiver). Moreover, given the other deficiencies in Dawson's proposal waiving Dawson's failure to include [DELETED] in the organizational chart would not change the evaluation results.