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# Decision

**Matter of:** EG Management Services, Inc.

**File:** B-423243.3

**Date:** August 19, 2026

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## DIGEST

1. Protest contending that agency should have conducted additional discussions with protester is denied where the agency conducted two rounds of discussions in which the protester failed to sufficiently address the deficiencies identified by the agency.
  2. Protest challenging agency's exclusion of protester's proposal from the competitive range is denied where the record shows the agency reasonably evaluated the proposal as unacceptable under two evaluation factors.
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## DECISION

EG Management Services, Inc., a small business of Germantown, Maryland, protests its exclusion from the competitive range by the Department of the Navy, Naval Facilities Engineering Systems Command (NAVFAC), under request for proposals (RFP) No. N40080-24-R-2401, issued for various roofing construction services in the NAVFAC Washington, D.C. area of responsibility. The protester contends that the agency unreasonably failed to conduct additional discussions with EG to address deficiencies in its proposal and improperly excluded EG from further consideration based on deficiencies unreasonably assessed in its proposal.

We deny the protest.

## BACKGROUND

On September 30, 2024, the agency issued the RFP as a set-aside for small businesses, for fixed-price, design-build/design-bid-build, indefinite-delivery, indefinite-

quantity (IDIQ) multiple award construction contracts for roofing services.<sup>1</sup> Agency Report (AR), Exh. 1, RFP at 1, 5; Contracting Officer's Statement (COS) at 2. The solicitation anticipated award on a best-value tradeoff basis, considering price and non-price factors, to the responsible offerors whose proposals were assessed to be the most advantageous to the government. RFP at 7-8.

The solicitation's evaluation scheme contemplated a two-phase process. In phase 1, the agency was to evaluate proposals under four non-price factors (technical approach, corporate experience, safety, and past performance) and set a competitive range based on the agency's evaluation of these factors. AR, Exh. 4, RFP Amend. 0003 at 2. The RFP advised that only offerors "identified to be in the [c]ompetitive [r]ange will be invited to submit a [p]hase II proposal." *Id.* In phase 2, the agency was to assess offerors' management approaches and prices. The solicitation further explained that "all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price." RFP at 7.

The solicitation instructed that the "[g]overnment intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in [Federal Acquisition Regulation (FAR)] 15.306(a))." *Id.* At the same time, the agency "reserve[d] the right to conduct discussions if the [c]ontracting [o]fficer later determine[d] them to be necessary. *Id.*

As relevant here, the RFP clarified that:

[a]ny proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. An [u]nacceptable rating in any of the non-cost/price factors and/or sub-factors will result in an overall rating of "[u]nacceptable" for the non-cost/price factors, unless corrected through discussions.

*Id.*

Of importance to this protest are two evaluation factors: corporate experience and safety. The corporate experience factor consisted of two subfactors: construction experience and design experience. RFP at 11, 13. To demonstrate the requisite experience for the factor, offerors had to submit a maximum of five relevant construction

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<sup>1</sup> The scope of the contracts will include new construction, demolition, repair, alteration, and renovation of roofing or roofing materials (and may include minor, general construction scope such as architectural, structural, mechanical or electrical items) at various naval facilities. RFP at 6. The agency anticipated awarding approximately five IDIQ contracts. RFP at 1, 5.

projects and five relevant design projects meeting specific size, scope, complexity and relevancy requirements. *Id.*

To be considered relevant in terms of size, a construction project had to: (1) have a final construction cost of at least \$2,000,000 (and at least one of the five projects had to have a final construction cost of at least \$5,000,000), and (2) have a total roofing area of 10,000 square feet (SF) (and at least one of the five projects had to have a total roofing area of at least 50,000 SF). COS at 2.<sup>2</sup> With respect to scope, the RFP required that identified projects demonstrate experience either with (1) a new installation of a roofing system; (2) repair of a roofing system or major roofing elements; or (3) replacement of a roofing system. COS at 3. Regarding complexity, submitted projects had to collectively demonstrate experience with each of the following services: low-slope roof coverings and steep-slope roof coverings. RFP at 11, 13.

For both the construction experience and design experience subfactors, submitted projects had to collectively demonstrate relevant experience (*i.e.*, have at least one project for each scope area) with each of the following services: new installation of a roofing system or replacement of a roofing system; repair of a roofing system or major roofing elements; low-slope roof coverings; and steep-slope roof coverings. COS at 3.

For the safety evaluation factor, offerors had to submit various safety rate information and a technical approach to safety narrative. RFP at 16-17. The narrative was to describe, among other things, the “[o]fferor’s approach to implementing and executing a [s]afety [m]anagement [s]ystem,” and, as relevant here, “the evaluation process used to select potential subcontractors.” *Id.* at 17.

The agency received 15 phase 1 proposals, including one from EG. AR, Exh. 10, Source Selection Evaluation Board (SSEB) Report at 4. After evaluating proposals, the Navy identified multiple deficiencies in EG’s proposal under the corporate experience and safety factors, and therefore found EG’s proposal unacceptable under these two factors. *Id.* at 35-36, 107. As relevant here, for example, the agency found that EG failed to demonstrate experience with a project with a final construction cost of at least \$5,000,000, or identify a project with a total roofing area of at least 50,000 SF. *Id.* at 36. The Navy also noted that the protester failed to provide a project demonstrating experience with the repair of roofing systems or major roofing elements or a project with steep-slope coverings. *Id.* Finally, the agency documented that EG failed to include a safety factor submission in its proposal. *Id.* at 107.

The agency then issued an evaluation notice (EN) to EG, providing it with an opportunity to correct the deficiencies found in its proposal. AR, Exh. 5, Oct. 6, 2025

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<sup>2</sup> The RFP’s relevancy criteria were slightly amended by RFP amendment 12. Discussion of the relevancy criteria in this decision reflect the changes made by the amendment.

EN at 3-4. In response, EG submitted revised corporate experience and safety proposals. AR, Exh. 7, EG EN Resp.

After evaluating the revised proposal, the agency found that EG resolved one deficiency under the corporate experience factor but was “unable to eliminate all deficiencies” assigned under that factor. COS at 9; AR, Exh. 13, Source Selection Advisory Council (SSAC) Report Add. 1 at 10. The SSAC noted that while EG submitted three new projects, “the SSEB was unable to determine if the projects met the relevancy requirements in the solicitation.” *Id.* at 11. The SSAC also noted that EG “failed to provide a project that demonstrated new installation of a roofing system” and did not “revise any of the design projects submitted.” *Id.* As such, the SSAC stated that EG failed to “demonstrate design experience of repair of roofing system.” *Id.* With respect to the safety factor, the SSAC noted that EG’s revised proposal “failed to include [a description of] the evaluation process used to select subcontractors.” *Id.*

Subsequently, the Navy issued amendment 12 to the RFP, slightly revising the evaluation criteria for the corporate experience factor. AR, Exh. 24, RFP amend. 0012 at 2; COS at 11-12. The agency then reopened discussions, again identifying deficiencies in EG’s previous proposal and requesting a revised proposal. AR, Exh. 6, Mar. 9, 2026 EN. The agency again advised the protester that its proposal, among other things, did not provide: (1) a design project demonstrating experience with the repair of roofing systems or major roofing elements; (2) a construction project with a final construction cost of \$5 million; (3) a construction project demonstrating experience with a roof of at least 50,000 SF; (4) a construction project demonstrating experience with steep-slope roof coverings; and (5) a description of the evaluation process used to select potential subcontractors. *Id.* at 1, 4.

After reevaluating the protester’s revised proposal, the agency noted that EG was able to resolve two additional deficiencies through discussions. COS at 12; AR, Exh. 14, SSAC Report Add. 2 at 8-9. Nevertheless, the SSAC documented that even after “the 2nd round of discussions,” the other deficiencies assigned to EG’s proposal remained unresolved: four deficiencies in EG’s corporate experience proposal, and one deficiency in the safety proposal. *Id.* at 8. The remaining deficiencies under the corporate experience factor were for EG’s failure to provide: (1) a design project demonstrating the repair of roofing systems or major roofing elements; (2) a construction project with a final construction cost of \$5 million; (3) a construction project with a roof of at least 50,000 SF; and (4) a construction project with steep-slope roof coverings. AR, Exh. 14, SSAC Report Add. 2 at 9. The one deficiency assigned under the safety factor was for EG’s failure to provide a plan describing a method to evaluate subcontractors. *Id.*

As a result, the agency eliminated EG from further consideration. COS at 14. This protest followed.

## DISCUSSION

The protester principally argues that the agency unreasonably failed to conduct discussions with the firm to resolve the deficiencies assigned to its proposal and improperly excluded EG from further consideration. Protest at 17-20; Comments at 6-8. EG also contends that the assigned deficiencies are based on a miscalculation of its proposal by the Navy. Protest at 20-24; Comments at 8-9. For the reasons that follow, we find no basis to sustain EG's protest.

### Discussions

EG protests the Navy's decision to exclude it from the competitive range without conducting discussions shortly after the agency amended the solicitation. Protest at 19-20; Comments at 5-7. The protester alleges that the agency "should have conducted an additional round of discussions" at that time and "allow offerors to cure any issues." Comments at 7.

The Navy responds that agencies have broad discretion regarding both the exclusion of offerors from the competitive range and in deciding whether to conduct discussions. COS at 16. The agency argues that the protester was offered two opportunities to correct deficiencies in its proposal through discussions yet "neglected to address" many of them in its revised proposals. *Id.* at 17. The Navy notes that agencies have no duty to allow protesters "to revise their proposal[s] after multiple revisions and notifications of deficiencies," nor are agencies "obligated to 'spoon-feed' an offeror as to the particular manner in which each and every item could be revised." *Id.* at 19 (internal citations omitted). We agree with the agency.

When an agency engages in discussions with an offeror under FAR part 15, the discussions must be "meaningful," that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision in a manner to materially enhance the offeror's potential for receiving award. FAR 15.306(d); *Serco Inc.*, B-405280, Oct. 12, 2011, at 11; *Apptis Inc.*, B-403249, B-403249.3, Sept. 30, 2010, at 4. However, agencies are not required to conduct successive rounds of discussions until all proposal defects have been corrected. *See Alion Sci. & Tech. Corp.*, B-422664, Sep. 10, 2024, at 6.

Here, the Navy issued two sets of ENs to EG: the first one on October 6, 2025, and another one on March 9, 2026; the latter was issued at the same time as RFP amendment 12, an amendment that slightly revised the evaluation criteria under the corporate experience factor. The record demonstrates that each time the protester provided a response, revising its corporate experience and safety proposals, the agency nonetheless identified the same deficiencies that ultimately served as a basis for EG's

exclusion from the competitive range.<sup>3</sup> See AR, Exh. 5, Oct. 6, 2025 EN; AR, Exh. 6, Mar. 9, 2026 EN (both listing the agency's concerns with EG's failure to provide: (1) a design project demonstrating the repair of roofing systems or major roofing elements; (2) a construction project with a final construction cost of \$5 million; (3) a construction project with a roof of at least 50,000 SF; and (4) a construction project with steep-slope roof coverings).

The protester contends that the RFP "does not include a categorical bar on proposals that are found to have a deficiency" but instead, the solicitation "allows for the deficiency to be corrected through discussions." Comments at 6 (citing RFP at 7). We find that argument without merit: although the agency certainly had discretion to hold another round of discussions, it was under no such obligation to do so.<sup>4</sup> See *Amentum Servs.*, B-419998, B-419998.2, Oct. 22, 2021, at 10 (agencies are not obligated to "afford an offeror multiple opportunities to cure a weakness remaining in a proposal that previously was the subject of discussions"); *Nomura Enter., Inc.*, B-251889.2, May 6, 1993, at 5-6 (finding that where an agency has advised the offeror of deficiencies and given the offeror an opportunity to revise its proposal, the agency has no obligation to conduct further discussions or provide the offeror a second opportunity to revise its proposal).

Under the circumstances here, we find no basis to question the agency's discretionary decision not to afford an opportunity for EG to revise its proposal for the third time. This protest ground is denied.

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<sup>3</sup> The only new deficiency identified in the March 9, 2026 EN was that EG failed to describe the evaluation process used to select potential subcontractors. The October 6, 2025 EN did not identify this deficiency because EG had failed to include the entire submission under the safety evaluation factor with its initial proposal. Accordingly, the initial submission was missing the entirety of the required narrative, including a description of the evaluation process used to select potential subcontractors.

<sup>4</sup> In fact, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency. *Viatech, Inc.*, B-411388, July 21, 2015, at 6. Agencies are not required to infer information from an inadequately detailed proposal, or to supply information that the protester elected not to provide. *Id.* at 6-7. An offeror that does not affirmatively demonstrate the merits of its proposal risks rejection of its proposal or risks that its proposal will be evaluated unfavorably where it fails to do so. *Johnson Controls, Inc.*, B-407337, Nov. 20, 2012, at 4.

## Evaluation of Corporate Experience and Safety Factors

The protester also argues that the Navy's evaluation of EG's proposal under the corporate experience and safety factors was unreasonable.<sup>5</sup> Protest at 20-24.

As an initial matter, EG contends that three construction experience deficiencies assigned to its corporate experience proposal were inaccurate. The deficiencies were for not providing: (1) a relevant construction project demonstrating experience with a project with a final construction cost of at least \$5,000,000, (2) a relevant construction project demonstrating experience with a roof that is at least 50,000 SF, and (3) a relevant construction project demonstrating experience with steep-slope roof coverings. *Id.* at 20-22. According to EG, its proposal included relevant construction projects "showcasing [the company's] experience with the requirements of the RFP" and "explaining how each project was relevant to the services being procured" under this solicitation. *Id.* at 22. The protester argues further that a new construction project, construction project 5, was clearly identified as involving steep-slope roof coverings. *Id.* at 21-22.

The record reflects, however, that while EG submitted a construction project (construction project 1) with a final construction cost of at least \$5,000,000, and a roof that was at least 50,000 SF, it failed to describe the complexity of that project, leading the agency to conclude that the project was only somewhat relevant to the RFP's requirements. COS at 12-13. As the Navy explains, projects found to be only somewhat relevant could not be used to meet the requirements of the solicitation and the Navy therefore assessed a deficiency based on "a material failure of [EG's] proposal" to meet the RFP requirements. *Id.* The protester does not substantively rebut this point, *e.g.*, by pointing to anywhere in its proposal where EG adequately described the complexity of the project.

With respect to construction project 5, while EG "demonstrate[ed] experience with steep slope roof coverings . . . [t]he size of the project [was] unknown (SF)," again leading the agency to find the project to be only somewhat relevant, and therefore not satisfying the relevant requirement. COS at 13-14. We note that the protester again failed to rebut the agency's explanation for this deficiency, by, for example, pointing to where its proposal described the size of the construction project.

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<sup>5</sup> The protester also complains that the Navy's agency report failed to respond to its arguments regarding the alleged unreasonable evaluation and asks our Office to sustain the protest on this basis. Comments at 8 (*quoting ITility, LLC*, B-421871.3, B-421871.4, May 3, 2024, at 5, for the proposition that "[w]here an agency does not respond to a protest allegation and does not contest the merits of a protester's arguments, we view the agency as having effectively conceded that the arguments have merit."). Because the COS addressed EG's allegations by explaining, in detail, the basis of the agency's deficiency findings, the protester's complaints are unfounded.

EG also challenges the assignment of a design experience deficiency for failing to demonstrate experience with the repair of a roofing system or major roofing elements. Protest at 22-23. The protester asserts that contrary to the agency's evaluation findings, EG's design projects, including design project 2, involved repairs. *Id.* at 23. EG specifically argues that while design project 2 was primarily a replacement project, the narrative information included in EG's proposal explained that it also involved repairs. *Id.*

The record, however, does not support the protester's argument. Design project 2, for a roof replacement at Solley Elementary School, was marked as being "100 [percent]" for "[r]eplacement" work, and not for the repair of roofing systems or major roofing elements. AR, Exh. 8, EG's Resp. to Amend. 12 at 34-35. The description of services performed included "[i]nstallation of roof-level wall cladding; installation of an insulated ventilating substrate above the existing steep sloped steel roof decks to meet code requirements; replacement of the low sloped roof systems with a thermally efficient built-up roof system; ground-level masonry repairs and soffit and luminaire replacement; replacement of the roof monitor window systems with translucent glazing." *Id.* at 36. The only reference to repairs here is to "ground level masonry repairs," *i.e.*, not the roofing repairs required by the solicitation. Again, the protester did not point to anything in the proposal demonstrating or even mentioning design project roofing repairs. Accordingly, we find the Navy's evaluation here to be unobjectionable.

Finally, the protester challenges the deficiency assigned in its safety proposal for failing to adequately describe an evaluation process for selecting potential subcontractors. In this regard, EG contends that its proposal "provided a comprehensive description of [EG]'s commitment to safety throughout the lifespan of a project," and explained "its safety training program and stated that all employees, including subcontractors, were required to pass a basic comprehension test on various safety topics." Protest at 23-24.

We find that the agency reasonably assessed this weakness. The solicitation required offerors to provide a safety record narrative describing, among other things, the "[o]fferor's approach to implementing and executing a [s]afety [m]anagement [s]ystem," and, of relevance here, "the evaluation process used to select potential subcontractors." RFP at 17. Our review of the protester's proposal confirms that EG only included general information about the intended implementation of the safety management system but did not provide the required information about the evaluation process of potential subcontractors. AR, Exh. 8, EG's Resp. to Amend. 12 at 50-51. Although EG disagrees with the agency's evaluation of these features, we note that disagreement, standing alone, does not provide us with a basis to sustain the protest. See *STG, Inc.*, B-405101.3 *et al.*, Jan. 12, 2012, at 7. Accordingly, we deny these protest allegations as well.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel