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Decision

Matter of: Hatalom Corporation

File: B-424681

Date: October 16, 2026

David S. Black, Esq., Gregory R. Hallmark, Esq., Amy L. Fuentes, Esq., and Ben R. Smith, Esq., Holland & Knight LLP, for the protester.
Kori Wilson, Esq., Department of the Navy, for the agency.
Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the elimination of the protester's proposal is denied where the record establishes that the agency had a reasonable basis for elimination.

DECISION

Hatalom Corporation (Hatalom), a service-disabled, veteran-owned small business (SDVOSB) of Orlando, Florida, protests the elimination of its proposal from the competition under request for proposals (RFP) No. N6134026R1001, issued by the Department of the Navy, Naval Air Systems Command, for a range of courseware revision and maintenance services.

We deny the protest.

The agency issued the RFP on January 30, 2026, as an SDVOSB set aside under the procedures of Federal Acquisition Regulation (FAR) part 15, contemplating the award of multiple indefinite-delivery, indefinite-quantity contracts. Agency Report (AR), Tab 2, RFP at 34-35, 98.¹ The evaluation of proposals would involve a three-step, gated process, which included an evaluation of a technical factor and a past performance factor. *Id.* at 98-99. Relevant to the protest, the RFP warned that the agency would enforce all proposal submission requirements and that failure to comply with proposal submission requirements would result in the non-compliant proposal being deemed

¹ The agency report was filed as a combined Adobe PDF document. Our citations to the agency report are to the Adobe ADF page numbers of the combined document.

ineligible for award. *Id.* at 99. Salient here, the RFP required offerors to submit attachment L-1, contract data sheet, to provide the agency with a maximum of three recent and relevant contract references. *Id.* at 91-92. The submitted contract references would be used to evaluate proposals under the technical and past performance factors. *Id.* at 99-100. Proposals were initially due by March 2. Contracting Officer's Statement (COS) at 5.

Following the release of the initial solicitation, the agency issued RFP amendment 0001, which amended the proposal submission deadline to March 9. *Id.* On March 2, the agency issued solicitation amendment 0002 to answer questions from industry related to RFP amendment 0001. *Id.* Following a protest filed with our Office and agency corrective action, the agency issued RFP amendment 0003 on April 6 to address certain aspects of the RFP and extend the proposal due date to April 13. *Id.* at 6.

On April 10, Hatalom submitted its proposal in response to RFP amendment 0003. *Id.* As relevant to the instant protest, this submission included Hatalom's RFP attachment L-1. See Protest at 3-4; Protest, exh. D-1, Attach L-1. The agency issued the fourth and final amendment, RFP amendment 0004, on July 1. COS at 6. Amendment 0004 included a procurement integrated enterprise environment (PIEE) note stating that a proposal submitted in response to RFP amendment 0004 would replace a previously submitted proposal in its entirety and warned that failing to submit a complete proposal in response to RFP amendment 0004 would result in elimination from the competition.² *Id.*; see AR, Tab 3, RFP Amendment 0004 PIEE Note at 103. Hatalom submitted a proposal in response to RFP amendment 0004 by the submission deadline but failed to include attachment L-1. COS at 6. The agency opened Hatalom's proposal, reviewed it for completeness, and determined that it was missing the required attachment. *Id.* Thus, Hatalom's proposal was deemed ineligible for award due to the omission of attachment L-1. *Id.* at 6-7.

On July 14, the agency notified Hatalom that its proposal was deemed non-compliant due to the omission of attachment L-1 and that it was eliminated from the competition. *Id.* In email correspondence between Hatalom and the agency, Hatalom asked the agency to waive the omission as an informality or minor irregularity under the authority of FAR provision 52.215-1(f)(3). See AR, Tab 4, Emails at 104-106. For multiple reasons, the agency declined to do so.³ *Id.* at 104. The instant protest followed.

² Hatalom describes PIEE as a "proposal portal" through which offerors were to submit their proposals. See Comments at 4. The agency represents that the PIEE note filed with RFP amendment 0004 was part of the solicitation's instructions. See Memorandum of Law (MOL) at 15-16. Hatalom does not argue the PIEE note was not part of the solicitation instructions. See *generally* Comments.

³ For example, the agency stated that FAR provision 52.215-1 was not included in the instant RFP and therefore any discretionary authority granted to the agency under the provision did not apply to the procurement. AR, Tab 4, Emails at 104. The agency also explained that "even under general FAR principles," it would be unable to treat

(continued...)

DISCUSSION

Hatalom argues that the rejection of its proposal was unreasonable. Protest at 5-10; Comments at 2-11. The protester contends that although its July proposal omitted attachment L-1, the agency possessed a copy of its attachment L-1 from its April proposal submission. Protest at 6. Given that the agency had a copy of Hatalom's attachment L-1 from the April submission and Hatalom's July proposal, Hatalom argues that the agency possessed a complete copy of its proposal by the submission deadline and therefore was required to accept and evaluate its proposal.⁴ *Id.* at 8-9.

The Navy argues that these facts demonstrate Hatalom failed to submit a complete proposal and that its rejection of Hatalom's proposal was reasonable. MOL at 12-13. The agency argues that based on the terms of the solicitation, Hatalom's July proposal "replaced in its entirety" Hatalom's April proposal, and that Hatalom's July proposal was unacceptable because it failed to include attachment L-1. *Id.* The Navy explains that it views attachment L-1 as material to its ability to evaluate proposals in accordance with the terms of the solicitation and that absent attachment L-1, it would be "procedurally impossible" to rate a proposal as acceptable under the technical or past performance factors. COS at 8-9 (also stating that attachment L-1 "is not a mere administrative form; it is a foundational, mandatory evaluation tool.").

It is an offeror's responsibility to submit a well-written proposal which clearly demonstrates compliance with solicitation requirements and allows a meaningful review by the procuring agency. *Alion Science & Tech. Corp.*, B-422664, Sept. 10, 2024, at 5. Agencies are not required to infer information from an inadequately detailed proposal or

Hatalom's omission as an informality or minor irregularity because "Attachment L-1 contains substantive information explicitly required by the solicitation for evaluation purposes" and "failure to include a material document renders a proposal incomplete and cannot be waived[.]" *Id.*

⁴ The protester argues that under a line of GAO decisions, the Navy was required to accept and evaluate its attachment L-1 submitted in April as if it were part of its July proposal. Protest at 5-6 (citing *AECOM Technical Services, Inc.*, B-411862, Nov. 12, 2015, at 5 (*AECOM*); and *Abt, Assocs., Inc.*, B-226063, May 14, 1987). *AECOM* and *Abt*, however, are distinguishable from the issues in this case and Hatalom seems to recognize as much. See Comments at 7 ("the *AECOM* line of cases does not include a case with the specific factual scenario here"). Importantly, in *AECOM* and *Abt*, the question at issue was whether the agency properly rejected the proposals as late. We sustained the protests where the record reflected that the agency was in possession of complete proposals prior to the submission due date. See *AECOM*, *supra* at 2; see *Abt*, *supra* at 1. Here, Hatalom failed to follow the instructions in amendment 0004, which required offerors to submit complete proposals by the proposal submission deadline and expressly advised offerors that the agency would not consider previously submitted proposal information.

to supply information that an offeror did not provide. *Id.* at 6. Clearly stated RFP requirements are considered material to the needs of the government, and a proposal that fails to conform to material terms is unacceptable and may not form the basis for award. *Innovative Pathways, LLC*, B-416100.2, June 13, 2018, at 5. Where a protester challenges the evaluation of its proposal, we review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement law and regulation. See *ADM Int'l, Inc.*, B-405854, Jan. 6, 2012, at 2.

On this record, we find no basis to sustain the protest. The facts demonstrate that Hatalom failed to submit a complete proposal in response to RFP amendment 0004, as required. We agree with the agency that under the terms of this solicitation, Hatalom's April proposal was replaced by its July proposal. See AR, Tab 3, RFP Amend. 0004 PIEE Note at 103 ("This submission will replace your original proposal in its entirety."). We also agree with the agency that attachment L-1 was material because it contained information essential to the evaluation of proposals. See RFP at 91, 99. As Hatalom's July proposal failed to include the mandatory attachment L-1, the agency reasonably rejected the proposal.⁵ See *id.*; see also RFP at 91 (RFP section L stating offeror "shall" include attachment L-1), 99 (RFP section M stating that the government will enforce all proposal submission requirements in section L, and that failure to comply with requirements will result in a proposal being deemed ineligible for award).

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁵ Hatalom also challenges the Navy's conclusion that it could not waive the omission of attachment L-1 as an informality or minor irregularity under FAR provision 52.215-1. Protest at 9; Comments at 9-11. In pre-protest email correspondence with Hatalom the Navy advised Hatalom that FAR provision 52.215-1 was not applicable and it could not waive the matter as an informality or minor irregularity. MOL at 16. The Navy concedes that it erred when it advised Hatalom that 52.215-1 did not apply, however, the Navy argues that the email still provided the correct basis for excluding Hatalom's proposal; namely, that the proposal failed to include required material information, which the agency did not consider to be an informality or minor irregularity. *Id.*; see AR, Tab 4, Emails at 104 ("failure to include a material document renders a proposal incomplete"). Here, we find no merit to Hatalom's position. Under FAR part 15, even if an offeror's omission of information can be waived as a minor informality or irregularity, the decision to waive the omission is within the agency's discretion. See *TriStar Aerospace LLC*, B-419093, Dec. 11, 2020, at 7-8 (discussion of FAR provision 52.215-1(f)(3)).