



# Decision

**Matter of:** Mission Analytics, LLC

**File:** B-423980

**Date:** January 14, 2026

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Michael Winters for the protester.

Colonel Justin A. Silverman, Major Edward S. Coleman, Isabelle Cutting, Esq., and Erika Whelan Retta, Esq., Department of the Air Force, for the agency.

Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging the terms of a solicitation is dismissed where protest was filed more than 10 days after the closing date for receipt of quotations, which constituted initial adverse agency action on the protester's pending agency-level protest raising the same issues.
2. Where protester's quotation was received after the submission deadline, protester is ineligible for award and is therefore not an interested party to challenge the agency's award decision.

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## DECISION

Mission Analytics, LLC, a service-disabled veteran-owned small business (SDVOSB) of Falls Church, Virginia, protests the terms of request for quotations (RFQ) No. FA500425Q1001, issued by the Department of the Air Force for a closed-circuit television (CCTV) system. The protester also challenges the award of a contract under the RFQ to Wingmann, LLC, an SDVOSB of McCloud, Oklahoma. The protester argues that the solicitation's technical specifications are unduly restrictive, amounting to a sole-source requirement, and asserts that the agency improperly withdrew an earlier decision to issue the solicitation as a small business set-aside. The protester also argues that Wingmann is an ineligible vendor for award and contends that the agency violated Federal Acquisition Regulation (FAR) section 33.103(f) by making award in light of its pre-award challenges.

We dismiss the protest.

## BACKGROUND

On September 11, 2025, pursuant to the commercial item acquisition procedures of FAR subpart 12.6, the Air Force issued the RFQ as a combined synopsis/solicitation on the System for Award Management (SAM.gov)<sup>1</sup> for an upgrade to a CCTV system. Req. for Dismissal, attach. A, Combined Synopsis/Solicitation at 1-2.<sup>2</sup> Specifically, the solicitation sought a contractor to furnish equipment and labor to replace cameras, routers, and digital video management system units; it specified that these systems needed to be integrated with existing infrastructure; and it required the upgraded system to provide 4K camera resolution. *Id.* at 4. The RFQ provided for award to the vendor whose quotation “will be most advantageous to the Government” considering two factors: technical and price. *Id.* at 6. As relevant here, the solicitation provided that quotations were to be submitted by September 17.

On September 17, prior to the closing time for receipt of quotations, Mission sent multiple emails to the contracting officer challenging the terms of the solicitation. The protester first emailed the agency to request that it change a 36X camera zoom specification to a 30X zoom range, arguing that this technical requirement “is unduly restrictive.” Req. for Dismissal, attach. F, Agency Protest Email at 1-3. The protester sent another series of emails that same day challenging the agency’s decision to issue the RFQ on an unrestricted basis, rather than issuing it as a small business set-aside as the Air Force had done for a prior solicitation.<sup>3</sup> Req. for Dismissal, attach. G, Post-award Agency Protest Email at 3, 6, 8-9. The protester requested the agency modify the RFQ “to reestablish the small business set[-]aside.” *Id.* at 3. The agency considered Mission’s various emails to constitute a single agency-level protest dated September 17. Req. for Dismissal at 2.

The agency proceeded with receiving and evaluating quotations. On September 23, the agency made award to Wingmann and publicly posted the award notice on SAM.gov. Req. for Dismissal at 2. On September 29, the protester emailed the agency again, requesting the Air Force provide the following information: “Awardee, date of award,

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<sup>1</sup> SAM.gov is the current governmentwide point of entry which serves as the single point where government business opportunities greater than \$25,000, including synopses of proposed contract actions, solicitations, and associated information, can be accessed electronically by the public. FAR 2.101.

<sup>2</sup> The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

<sup>3</sup> This RFQ followed the issuance of a previous solicitation, solicitation No. FA500425Q0038, issued on August 26 as a small business set-aside for the same requirement in the procurement at issue. Req. for Dismissal at 2. On September 10, following an agency-level protest by Mission filed on September 8, the Air Force canceled that solicitation. *Id.* The RFQ at issue here, issued on September 11, provided for full and open competition and is not a small business set-aside. *Id.*

award amount, and contract number.” Req. for Dismissal, attach. G, Post-award Agency Protest Email at 2. That same day, the protester submitted a quotation in response to the solicitation at issue. Mission also filed a protest with our Office that it submitted at 5:31 p.m., reiterating the pre-award arguments from its agency-level protest--the solicitation’s camera zoom specification is unduly restrictive of competition and the agency improperly issued the RFQ on an unrestricted basis. Electronic Protest Docketing System No. 1 (protest filed at 5:31 p.m. Eastern Time on September 29, 2025).

On October 10, Mission filed another agency-level protest, challenging the award to Wingmann by arguing that Wingmann was not eligible to submit a quotation and that the award was improper because FAR section 33.103(f) prohibited the agency from making award while its September 17 agency-level protest was still pending. Corrected Protest at 20; see Req. for Dismissal, attach. G, Post-award Agency Protest Email at 1. From October 1 through November 12, our Office was closed due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations. On November 13, Mission filed a supplemental protest, which it titled a “corrected protest,” with our Office, reiterating its initial protest grounds and incorporating the two post-award arguments from its October 10 agency-level protest challenging the award to Wingmann.

## DISCUSSION

To summarize the issues with our Office, the protester challenges the terms of the RFQ in two respects: (1) the solicitation’s 36X camera zoom requirement is unduly restrictive of competition; and (2) the agency should have issued the solicitation as a small business set-aside. Protest at 1. Mission also argues that Wingmann is ineligible for award and that the agency violated FAR section 33.103(f)<sup>4</sup> by making award to Wingmann while the protester’s September 17 agency-level protest was pending. Corrected Protest at 2. The Air Force requests dismissal of Mission’s protest in its entirety, arguing that the protester’s pre-award challenges to the RFQ are untimely and that Mission is not an interested party to challenge the award to Wingmann because it did not submit a timely quotation. Req. for Dismissal at 4, 6. We have considered the protester’s various filings and agree with the agency.

### Timeliness

We turn first to the question of whether the protest filed with our Office on September 29 is untimely.

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<sup>4</sup> This section of the FAR provides generally that upon receipt of an agency-level protest prior to award, an agency may not award a contract pending resolution of the agency-level protest.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Centerra Integrated Facilities Servs., LLC*, B-418628, Apr. 23, 2020, 2020 CPD ¶ 155 at 4. Under these regulations, when a protest first has been filed with a contracting activity, any subsequent protest to our Office must be filed within 10 calendar days of “actual or constructive knowledge of initial adverse agency action” to be considered timely. 4 C.F.R. § 21.2(a)(3). Adverse agency action means any action or inaction on the part of a contracting agency that is prejudicial to the position taken in a protest filed with the agency--expressly including the “opening of bids or receipt of proposals.” 4 C.F.R. § 21.0(e).

In short, where a timely agency-level protest is filed by the closing date for receipt of proposals (or quotations, as here), the protester is on notice that the agency is not taking the desired corrective action, so timeliness for a subsequent GAO protest is measured from the closing date. *Marathon Med. Corp.*, B-422168.2, Feb. 14, 2024, 2024 CPD ¶ 172 at 3-4 (protest challenging solicitation defects is dismissed as untimely when filed more than 10 days after closing date for receipt of quotations, which constituted initial adverse agency action on the protester’s pending agency-level protest raising the same issues).

Further, under section 21.0(d) of our Bid Protest Regulations, when the last day of the filing period is a Saturday, Sunday, or Federal holiday, the filing date falls on the next business day. Under section 21.0(g), a document is filed on a particular day when it is received in the Electronic Protest Docketing System by 5:30 p.m., Eastern Time.

We conclude that the protester’s challenges to the terms of the solicitation are untimely because they were filed more than 10 calendar days after initial adverse agency action on Mission’s agency-level protest.

Here, Mission’s September 17 agency-level protest challenged the solicitation’s camera zoom specification as unduly restrictive of competition. Protest at 1. Mission also challenged the agency’s issuance of RFQ No. FA500425Q1001 on an unrestricted basis in light of the cancellation of a prior solicitation for the same requirement that had been a small business set-aside. *Id.* As such, the agency’s decision to proceed with the September 17 closing date for the submission of quotations under the RFQ served as initial adverse agency action on Mission’s pending agency-level protest. In other words, the agency’s decision to move forward with receiving and evaluating quotations, notwithstanding the protester’s challenges to the terms of the solicitation, put the protester on notice that the Air Force was not taking the desired corrective action. Therefore, to be timely, any subsequent protest to our Office had to be filed within 10 days of September 17, the closing date for receipt of quotations.

Mission acknowledges this timeline when it states that, because the agency did not suspend the due date for receipt of quotations, “it was assumed that this constituted initial adverse action which started the 10-day clock for GAO protest.” Corrected

Protest at 1. The protester adds that “[b]ased on this, the 10th day following was Saturday 27 Sep and the protest was submitted on the first business day after, 29 Sep 2025.”<sup>5</sup> *Id.* However, Mission did not timely file its protest by 5:30 p.m. on September 29, in accordance with our regulations. See 4 C.F.R. § 21.0(g). Instead, the protester filed at 5:31 p.m., a fact which it does not dispute. As a result, Mission’s pre-award protest challenges are untimely. These protest grounds are dismissed.<sup>6</sup>

#### Interested Party

We turn next to the question of interested party status with regard to Mission’s post-award challenges as filed with our Office on November 13.

Under the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557, only an “interested party” may protest a federal procurement. That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected

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<sup>5</sup> Nonetheless, Mission raises various alternative theories of timeliness, which we reject. For example, Mission argues that we should consider September 29 as the actual date of adverse agency action--when the contracting officer stated by email that the grounds in the protester’s emails were all subject to dismissal--because the contracting officer also stated that the agency did not receive its September 17 agency-level protest and, in Mission’s view, the agency consequently was incapable of taking any adverse action on a protest of which it was unaware. Corrected Protest at 1; Req. for Dismissal, attach. G, Post-award Agency Protest Email at 1. We do not agree. Despite the protester’s claim that the agency was unaware of its protest and “could not possibly have taken any adverse action,” the protester was in fact on notice that the agency had taken adverse action when the agency proceeded with the September 17 closing date for the submission of quotations. Corrected Protest at 1; see *Marathon Med. Corp.*, *supra*.

<sup>6</sup> The protester also requests that we consider its protest under the good cause or significant issue exceptions to our timeliness rules under 4 C.F.R. § 21.2(c). Resp. to Req. for Dismissal at 4. We deny the request. Our regulations make clear that our Office will consider the merits of untimely arguments in limited circumstances only, that is, where good cause is shown or a protest raises issues significant to the procurement system. See 4 C.F.R. § 21.2(c). In order to prevent our timeliness rules from becoming meaningless, exceptions are strictly construed and rarely used. *Vetterra, LLC*, B-417991 *et al.*, Dec. 29, 2019, 2020 CPD ¶ 15 at 3. In this context, the good cause exception is limited to circumstances where some compelling reason beyond the protester’s control prevents it from filing a protest. *Guardian DB Servs., LLC*, B-423691, Aug. 5, 2025, 2025 CPD ¶ 187 at 5. The significant issue exception is limited to untimely protests that raise issues of widespread interest to the procurement community which we have not previously considered on the merits. *Id.* Here, we have reviewed the protester’s various allegations and conclude that none of them meet the requisite standards.

by the award of a contract or the 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. See *AlliedBarton Sec. Servs., LLC*, B-299978 *et al.*, Oct. 9, 2007, 2007 CPD ¶ 186 at 10; *Guidehouse Inc.*, B-422115.2, Jan. 19, 2024, 2024 CPD ¶ 38 at 7-8 (finding that where the agency reasonably rejected the protester's late quotation as ineligible for award, the protester was not an interested party to challenge the award decision).

We conclude that Mission is not an interested party to pursue its challenges to the agency's evaluation and award decision.

As noted above, the agency received quotations on or before September 17 and made award to Wingmann on September 23. After learning of the award to Wingmann, Mission submitted a quotation to the agency on September 29. See Req. for Dismissal, attach. D, Mission Analytics Sept. 29 Quote Submission. The agency argues that Mission is not an interested party to challenge the evaluation and award decision because it did not submit a timely quotation; rather, it submitted a quotation on September 29, well past the September 17 due date for the receipt of quotations. Req. for Dismissal at 6. We agree with the agency.

The protester does not deny that it submitted its quotation late, after the closing date for receipt of quotations. Instead, Mission argues that it "has standing regardless of whether or not it submitted a bid or offer." Resp. to Req. for Dismissal at 3. Such a conclusion is contrary to precedent and previous GAO decisions. See *Guidehouse Inc.*, *supra*. Mission references two decisions to support its argument, however, both are distinguishable. Both cases involved post-award challenges where the protesters had also filed timely protests challenging the terms of a solicitation. See *Johnson Controls, Inc.*, B-243605, Aug. 1, 1991, 91-2 CPD ¶ 112 at 4; *Quantico Arms & Tactical Supply, Inc.*, B-400391, Sept. 19, 2008, 2008 CPD ¶ 173 at 3 n.4. For example, in *Johnson*, we found that "[w]here a protester challenges the terms of a solicitation and the remedy sought is the opportunity to compete under a revised solicitation, it is an interested party to pursue the protest regardless of whether or not it submitted--or could have submitted--a bid or offer under the challenged solicitation, so long as the challenged requirement has compromised its competitive position." *Johnson Controls, Inc.*, *supra*.

Thus, to be an interested party to challenge the award to Wingmann, Mission had to either submit a timely quotation or timely protest of the terms of the solicitation. Having not done either, Mission is not an interested party to challenge the award decision.

The protest is dismissed.

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General Counsel