



Decision

Matter of: AlphaSpaces

File: B-423971; B-423971.2

Date: January 21, 2026

Dinesh S. Atreya, for the protester.
Colonel Justin A. Silverman, and Siobhan K. Donahue, Esq., Department of the Air Force, for the agency.
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of exclusion of protester's proposal from competition is untimely filed where the matter was initially protested to the contracting agency and the protester failed to diligently pursue its agency-level protest but waited for over a year to bring its protest before GAO.

DECISION

AlphaSpaces, of Cupertino, California, protests the elimination of its proposal from the competition under request for proposals (RFP) No. FA8811-24-R-0002, issued by the United States Space Force for the delivery of National Security Space Launch (NSSL) phase 3 lane 2 launch services. The protester raises numerous challenges to the agency's evaluation of the protester's proposal and the agency's decision to eliminate AlphaSpaces from the competition.

We dismiss the protest as untimely.¹

¹ AlphaSpaces proceeded with its protest *pro se*, that is, without counsel, and therefore no protective order was issued in this protest. Accordingly, our discussion of some aspects of the procurement is necessarily general in nature in order to avoid reference to non-public information.

BACKGROUND

The agency issued the solicitation on October 4, 2023, using the negotiated contracting procedures of Federal Acquisition Regulation (FAR) part 15. Req. for Dismissal at 1. The solicitation contemplated the award of three requirements contracts for launch service to deliver multiple national security space missions as part of the NSSL program. RFP attach. 12, Instructions to Offerors at 2. AlphaSpaces timely submitted a proposal in response to the solicitation. Req. for Dismissal at 1.

On January 29, 2024, the contracting officer notified AlphaSpaces that it has been eliminated from the competition because its proposal did not “meet the Minimum Gate requirement of the solicitation for an approved Launch System Certification Plan in accordance with the New Entrant Certification Guide.” Req. for Dismissal, attach. 1, Unsuccessful Offeror Notice at 1. The notice informed AlphaSpaces that, if AlphaSpaces would like a debriefing, it must “submit a written request within three (3) days of receipt” of the notice. *Id.*

On February 6, the contracting officer sent an email informing AlphaSpaces that the window to request a debriefing had closed. Req. for Dismissal, attach. 2, Feb. 6-9, 2024, Emails at 2. AlphaSpaces responded on February 9, requesting a pre-award debriefing and claiming that it did not receive the January 29 notice. *Id.* The contracting officer responded to AlphaSpaces on February 13, noting that AlphaSpaces’s pre-award debriefing request was untimely but nevertheless offering to provide a post-award debriefing. Req. for Dismissal, attach. 3, Feb. 13-15, 2024, Emails at 1. On February 15, AlphaSpaces confirmed that it would like to receive a post-award debriefing. *Id.* at 2. In its email, AlphaSpaces also included a “separate request to keep our proposal active for award . . . as our proposal exceeds minimum gate requirements (and we deem that the assessment that was sent recently was an error).” *Id.*

On April 4, 2025, the agency informed AlphaSpaces that it had completed the procurement and offered “the agreed-upon accommodation for a post-award debriefing which [AlphaSpaces] untimely requested in Feb 2024.” Req. for Dismissal, attach. 4, April 4, 2025 Email at 1. AlphaSpaces responded confirming that it would attend the debriefing at the scheduled date and time. Req. for Dismissal, attach. 5, April 5, 2025 Email at 1. In that response, AlphaSpaces again stated its position that “AlphaSpaces should be retained and it is illegal to eliminate AlphaSpaces from the NSSL Phase 3 Lane 2 competition.” *Id.*

On April 10 and 11, before the post-award debriefing, AlphaSpaces sent multiple emails to both the contracting office and the agency’s ombudsman. See Resp. to Dismissal Req., Dec. 1, 2025, attach. April 10-11, 2025, Emails at 8-14. In these emails, AlphaSpaces asserted that the agency’s decision reflected “bureaucratic splitting of the hairs” and that “[o]nly AlphaSpaces proposed innovative and superior architecture that provides superior capabilities to the US Space Force compared to all others that will help lead to and maintain ‘Space Superiority.’” *Id.* at 8-9, 11.

The agency provided an oral debriefing to AlphaSpaces on April 11. Req. for Dismissal at 2; Req. for Dismissal, attach. 4, April 4, 2025 Email at 1. Immediately following the debriefing, AlphaSpaces again sent multiple emails to the agency, which included several debriefing questions. Req. for Dismissal, attach. 6, April 15-16, 2025, Emails at 5. In these emails, AlphaSpaces asserted that it “appeals the source selection” and requested that the agency “avoid bureaucratic morass and sign contracts with AlphaSpaces.” *Id.*

On April 16, the contracting officer responded to AlphaSpaces’s debriefing questions, stating that AlphaSpaces’s proposal was “eliminated from further consideration” because it “failed to meet the solicitation’s minimum gate requirement to propose a launch system that either is certified in accordance with the NSSL’s New Entrant Certification Guide (NECG) or has an NSSL-approved certification plan.” *Id.* at 1. The contracting officer noted that, with respect to this requirement, the agency found the proposal’s statement that “[t]his needs to be worked out with the Space Force” to be “simply unacceptable.” *Id.* The contracting officer also stated that “[n]o further response to these or any additional questions will be provided to” AlphaSpaces, and that the “debriefing is now concluded and this will be [the contracting officer’s] last communication to” AlphaSpaces. *Id.*

After the agency concluded the debriefing, AlphaSpaces continued to send periodic emails to various agency personnel, including the contracting officer. See Resp. to Dismissal Req., Nov. 26, 2025 at 7-9 (enclosing emails from AlphaSpaces to the agency dated April 20, July 28, and August 31, 2025). In these emails, AlphaSpaces restated its assertion that the agency’s rejection of its proposal was “bureaucratic minutiae that is illegal and goes against the laws & FAR” and advised the agency to not issue any task orders under the awarded contracts. *Id.* at 9. In each of these emails, AlphaSpaces stated that it is “extending the time until” specified future dates (“Memorial Day 2025,” “end of August 2025,” and “September end 2025,” respectively) “for the US Space Force to sign contracts with AlphaSpaces for NSSL Phase 3 Lane 2 as per the deal [AlphaSpaces] provided earlier.” See *id.* at 7-9.

AlphaSpaces filed this protest with our office on September 29.

DISCUSSION

The agency requests that our Office dismiss the protest as untimely. Req. for Dismissal at 1. The agency argues that the protest should have been filed with our Office no later than Monday, April 28, 2025, 10 days after the protester’s receipt of the April 16 email concluding its post-award debriefing.²

² Our Bid Protest Regulations provide that when the last day of a time period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. 4 C.F.R. § 21.0(d). Here, the last day of the
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The protester objects to the agency's request for dismissal asserting that its emails to the agency "extend[ed] the timelines for the Agency to work with AlphaSpaces" and paused the deadline to file a protest with our Office. Resp. to Dismissal Req., Nov. 26, 2025 at 4, 9. The protester maintains that "the clock remained stopped" because AlphaSpaces, by subsequent emails to the agency, "kept on extending the timelines through September 30 while simultaneously working to reason with the Agency." *Id.* at 4, 7-9. While not categorized as such, we view this argument as alleging that AlphaSpaces's communication with the agency constituted an agency-level protest.³

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. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Under these rules, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2).

Our Regulations also provide that, if a timely agency-level protest was previously filed, any subsequent protest to our Office must be filed within 10 days of actual or constructive knowledge of initial adverse agency action. 4 C.F.R. § 21.2(a)(3). The FAR requires that an agency-level protest include, among other things, a request for a ruling by the agency and a statement requesting a form of relief. FAR 33.103(d)(2)(v)-(vi). Although a written statement does not have to state explicitly that it is intended as a protest for it to be so considered--as is the case here--it must, at least, express dissatisfaction with an agency decision and request corrective action. *Silver Investments, Inc.*, B-419028, Oct. 26, 2020, 2020 CPD ¶ 332 at 4; *Masai Techs. Corp.*, B-400106, May 27, 2008, 2008 CPD ¶ 100 at 3.

10-day period following the debriefing would fall on Saturday, April 26, 2025. Thus, according to the agency, the period to file a timely protest would have extended to Monday, April 28, 2025.

³ To the extent the protester is arguing that its emails provided a basis to toll our timeliness rules absent the filing of an agency-level protest, we disagree. Our Office has explained that attempting to resolve adverse agency action through informal channels does not toll our timeliness rules. See, e.g., *Team J's, LLC*, B-415090, Nov. 14, 2017, 2017 CPD ¶ 361 at 4 n.3 (protester's emails attempting to resolve exclusion from competition did not toll timeliness rules); *Scheduled Airlines Traffic Offices, Inc.*, B-244852, Oct. 24, 1991, 91-2 CPD ¶ 369 at 4-5 (protester's correspondence requesting waiver of a solicitation requirement or a new solicitation did not toll timeliness rules).

Here, we find that the protester filed an agency-level protest as early as February 15, 2024.⁴ In this regard, AlphaSpaces's February 15, 2024, email expressed dissatisfaction with the agency's decision to exclude AlphaSpaces, stating "our proposal exceeds minimum gate requirements (and we deem that the assessment that was sent recently was an error)." See e.g., Req. for Dismissal, attach. 3, Feb. 13-15, 2024, Emails at 1. Further, the February 15, 2024, email seeks relief from the agency, requesting "to keep our proposal active for award and fund [AlphaSpaces] initiatives . . . immediately." *Id.*

Accordingly, the protester was required to file its protest within 10 days from initial adverse agency action with respect to the position taken in AlphaSpaces's February 15 email. 4 C.F.R. § 21.2(a)(3). The term "adverse agency action" means "any action or *inaction* by an agency that is prejudicial to the position taken in a protest filed with the agency, including . . . the award of a contract." 4 C.F.R. § 21.0(e) (emphasis added). In this regard, our Office has explained that, while adverse action typically is a denial of the protest, it may also be undue delay on the part of the agency in responding to the protest. See *Technical Data Development, Inc.*, B-261381, June 15, 1995, 95-2 CPD ¶ 282 at 2. A protester may not passively await information providing a basis for protest; rather, a protester has an obligation to diligently pursue such information. *Information Unlimited, Inc.*, B-415716.40, Oct. 4, 2019, 2019 CPD ¶ 352 at 3.

Here, the agency did not provide the relief requested--i.e., make immediate award and provide funding to AlphaSpaces--despite the protester's multiple communications disputing the agency's exclusion of AlphaSpaces from the competition. In fact, the agency did not take any further action with respect to the protester's proposal until more than a year later, on April 4, 2025, when the agency notified AlphaSpaces that the

⁴ The record here is unclear as to whether the protester's agency-level protest was timely filed. If, as the agency states, AlphaSpaces was notified of its exclusion from the competition on January 29, 2024, see Req. for Dismissal, attach. 2, Feb. 6-9, 2024, Emails at 1, then its February 15 agency-level protest would be untimely, rendering its subsequent protest to our Office also untimely. See FAR 33.103(e) (requiring protests filed with the contracting agency to be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier); see also, *NikSoft Systems Corp.*, B-421801, Aug. 16, 2023, 2023 CPD ¶ 202 at 2 (finding that, where a protester failed to file its agency level protest within 10 days of when it knew or should have known the basis for its protest, its subsequent protest filed with our Office was also untimely). AlphaSpaces, on the other hand, asserted in its February 9 email that it did not receive the notice until February 6. Req. for Dismissal, attach. 2, Feb. 6-9, 2024, Emails at 1. We need not resolve this issue here, however, because, as discussed below, even assuming the facts most favorable to the protester (that the protester's February 15 agency-level protest was timely because AlphaSpaces did not receive its exclusion notice until February 6), we would still find this protest to be untimely.

agency had made award and offered a post-award debriefing.⁵ Req. for Dismissal, attach. 4, April 4, 2025 Email at 1. The agency's *inaction* here--not responding to AlphaSpaces's February 2024 email and follow-up correspondence for over a year--was adverse to the protester's agency-level protest position. Therefore, to be timely under our rules for prior agency-level protests, the protester should have treated the agency's failure to respond to its February 2024 email as adverse action and protested here long before the agency's April 4, 2025 notice of award. While we acknowledge that the protester sent multiple emails to the agency during those months, the fact remains that a protester has an affirmative obligation to diligently pursue information providing a basis for its protest. See *Information Unlimited, Inc.*, *supra* at 3-4. Under the circumstances here, where AlphaSpaces waited until September 29, 2025--many months even after the April 4 notice of award--to file its protest with our Office, the protest is untimely. See *Technical Data Development, Inc.*, *supra* (finding the protest untimely where the protester waited seven months for the agency's formal response to the agency-level protest before filing with our Office); see also *Wilkinson Group*, B-243291.2, July 11, 1991, 91-2 CPD ¶ 47 at 3 (protester's failure to file a protest at our Office for 4 months despite no response to its agency-level protest was a failure to diligently pursue its basis for protest).⁶

⁵ The debriefing exception to our timeliness rules under 4 C.F.R. § 21.2(a)(2) does not apply to a protest filed at our Office following a timely agency-level protest. *RTI Techs., LLC*, B-401075, Apr. 15, 2009, 2009 CPD ¶ 86 at 3. We have explained that "a debriefing, required or not, does not toll the requirement that a protest be filed within 10 days of adverse action on an agency-level protest." *Id.*

⁶ Even assuming, for the sake of argument, that the agency's year-long delay in responding to AlphaSpaces's agency-level protest was not sufficient notice of adverse agency action, the agency's April 4, 2025, notice of award and April 16 email concluding the debriefing were undeniably adverse to the agency-level protest position. In this regard, the April 4 notice of award informed AlphaSpaces that the agency was making award to other offerors without taking corrective action with respect to the exclusion of AlphaSpaces's proposal. Req. for Dismissal, attach. 4, April 4, 2025, Email at 1. Moreover, the April 16 debriefing email not only affirmed the agency's decision to eliminate AlphaSpaces from further consideration for award, but also specifically stated that "[n]o further response to these or any additional questions will be provided to" AlphaSpaces and that this email would be the contracting officer's "last communication" to AlphaSpaces. Req. for Dismissal, attach. 6, April 15-16, 2025, Emails at 1-4. Accordingly, AlphaSpaces's September 29 protest with our Office, filed more than 5 months thereafter, would still be untimely as it was not filed within 10 days of either April 4 or April 16. 4 C.F.R. § 21.2(a)(3); see *Impact Resources, Inc.*, B-416093, June 11, 2018, 2018 CPD ¶ 207 at 6 (finding agency's notice of apparent successful offeror and forthcoming award constituted initial adverse agency action); see also, *Buck-E1, Inc.*, B-246425, Dec. 19, 1991, 91-2 CPD ¶ 565 at 2 (finding agency proceeding with award to another offeror to constitute initial notice of adverse agency action).

To the extent the protester argues that its communications to the agency after the conclusion of the debriefing constituted new agency-level protests that extended the time for AlphaSpaces to file a protest with our Office, we disagree. AlphaSpaces's post-debriefing emails continued to challenge its exclusion from the competition, restating the same assertions and demands that were in its pre-debriefing emails. See Resp. to Dismissal Req., Nov. 26, 2025 at 7-9 (enclosing emails from AlphaSpaces to the agency dated April 20, July 28 and August 31, 2025). Notably, these emails did not make any new arguments based on any information disclosed in the debriefing but instead stated that AlphaSpaces was "extending the time . . . for the US Space Force to sign contracts with AlphaSpaces for NSSL Phase 3 Lane 2 as per the deal [AlphaSpaces] provided earlier" to stop AlphaSpaces from "filing any protest with GAO." *Id.* at 7-9.

Where, as here, the protester is challenging its exclusion from the competitive range, the protester was required to file its agency-level protest within 10 days of when it knew or should have known it was excluded from the competition. See 4 C.F.R. § 21.2(a)(2); *NikSoft Systems Corp.*, *supra*. Here, the protester knew the basis of its protest in February 2024 when it first filed its agency-level protest and did not learn any more information that formed the basis for its protest at the debriefing. Thus, even if we were to consider the protester's post-debriefing emails to be new agency-level protests, we would find such an agency-level protests to be untimely, and thus AlphaSpaces's subsequent protest with our Office to also be untimely. See *id.* at 5.

In any event, even if the protester were to maintain that its emailed communications were not intended to be agency-level protests, the protest would still be untimely because it was not filed within 10 days of the conclusion of the post-award debriefing. Our Bid Protest Regulations provide an exception to the general, 10-day rule for filing a protest at our Office if the protest challenges "a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required." 4 C.F.R. § 21.2(a)(2). In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the protest must be filed no later than 10 days after the date on which the debriefing is provided.⁷ *Id.*

⁷ We note that the record here is not clear as to whether the protester timely requested a pre-award debriefing, and therefore we cannot ascertain whether the post-award debriefing provided by the agency was "required." In this regard, an offeror excluded from the competitive range or otherwise excluded from further consideration prior to contract award may request a pre-award debriefing. 10 U.S.C. § 2305(b)(6)(A); FAR 15.505. An offeror that fails to submit its request for such debriefing to the contracting officer within 3 days after receiving notice of exclusion is not entitled to either a pre-award, or post-award, debriefing. FAR 15.505(a)(1), 15.505(a)(3). In these instances, the debriefing is not "required." See *Team J's, LLC*, B-415090, Nov. 14, 2017, 2017 CPD ¶ 361 at 3-4. Agencies are required to give post-award debriefings to
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Here, the agency concluded the post-award debriefing provided to AlphaSpaces on April 16. Req. for Dismissal, attach. 6, April 15-16 Emails at 1. Therefore, to be timely based on our debriefing exception, AlphaSpaces would have been required to file its protest with our Office on or before April 28. Instead, the protester did not file its protest with our Office until more than 5 months later, on September 29. Accordingly, we find that AlphaSpaces's protest would be untimely even if our debriefing exception applied.

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

offerors excluded from the competitive range, "only if that [excluded] offeror requested and was refused a pre-award debriefing." 41 U.S.C. § 3705(c).

As noted, the agency states that it notified AlphaSpaces of its exclusion from the competition on January 29, 2024, and thus considers AlphaSpaces's February 9 debriefing request to be untimely. Req. for Dismissal at 2; Req. for Dismissal, attach. 1, Unsuccessful Offeror Notice at 1. AlphaSpaces's response to a later Space Force email states that it did not receive any such notice until February 6, 2024, and that it timely requested a pre-award debriefing within 3 days of such notice. Req. for Dismissal, attach. 2, Feb. 6-9, 2024, Emails at 1. We need not resolve this issue, however, because, as discussed below, even assuming the facts most favorable to the protester--that its post-award debriefing was a "required" debriefing--we would still find this protest, filed more than 10 days after the provided post-award debriefing, to be untimely.