



Decision

Matter of: Bramstedt Surgical Inc.

File: B-424064

Date: January 28, 2026

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This version has been approved for public release.

Neil C. Saucier, Esq., Saucier Law Office, for the protester.
Natica Neely, Esq., Department of Veterans Affairs, for the agency.
Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Protest that agency denied protester an opportunity to compete is dismissed for failing to state a legally sufficient basis of protest where the agency posted the solicitation on the governmentwide point of entry.
 2. Protest challenging cancellation of a prior purchase order and related series of purchase card transactions is dismissed as a matter of contract administration not for consideration by our Office.
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DECISION

Bramstedt Surgical Inc., a small business of Lino Lakes, Minnesota, challenges multiple actions by the Department of Veterans Affairs (VA) relating to request for quotations (RFQ) No. 36C26325Q0868 and predecessor procurements for surgical instrument maintenance and repair. The protester argues the agency unreasonably failed to notify Bramstedt Surgical, the incumbent contractor, of the availability of the solicitation, thus depriving the firm of an opportunity to compete. The protester also contends an earlier purchase order for these same services was improperly cancelled, and, thus, still in effect and required to be used, or, in the alternative, that an ongoing pattern of purchase card ordering created an implied-in-fact contract with which the agency must continue to proceed.

We dismiss the protest.

BACKGROUND

The procurement at issue here is for the provision of surgical instrument preventative maintenance and repair services for the Minneapolis Veterans Health Administration Health Care System's surgical processing suite. Agency Report (AR), Exh. 2, Current RFQ at 8. The protester was previously awarded a contract to provide these same

services from May 1, 2018, through November 1, 2023. Contracting Officer's Statement (COS) at 1 ¶ 6.a; AR, Exh. 9, 2018 Contract at 1. On October 6, 2023, the agency issued solicitation No. 36C26324Q0017 seeking to award a follow-on contract for these services. COS at 2 ¶ 6.c. On October 27, the agency "notified Bramstedt Surgical that it had been selected for award of purchase order [No.] 36C26324P0111," and provided to Bramstedt a purchase order "that [the] VA had not signed" with a stated "award/effective date" of November 1. COS at 2 ¶ 6.c; AR, Exh. 3, Oct. 2023 Award Notice at 1-2. Also on October 27, Bramstedt signed the purchase order and returned it to the contracting officer. COS at 2 ¶ 6.c; AR, Exh. 4, Oct. 2023 Signed Order and Transmittal Email at 1, 3.

Two days later, on October 29, the contracting officer "called Bramstedt Surgical and notified it that purchase order [No.] 36C26324P0111 was rescinded immediately" because "the instrument list included in the RFQ and purchase order . . . were inaccurate." COS at 2 ¶ 6.d. The contracting officer explained the VA intended to conduct an internal audit to ensure any future solicitation accurately stated the requirement, and that to ensure continuity of service while the audit was being conducted the agency would be awarding a sole-source interim or "bridge" contract to Bramstedt Surgical. *Id.* On November 29, the agency emailed solicitation amendment 2 to Bramstedt; the stated purpose of the amendment was to cancel the October 2023 RFQ. COS at 2 ¶ 6.d; AR, Exh. 12, Nov. 2023 RFQ amend. 2 and Transmittal Email at 1-2. The agency states no services were performed by Bramstedt under purchase order No. 36C26324P01111. COS at 2 ¶ 6.d. On October 31, the agency awarded a short-term bridge contract to Bramstedt, which began its period of performance on November 1 and expired on April 30, 2024. COS at 2 ¶ 6.e; AR, Exh. 13, Nov. 2023 Bridge Contract at 1.

The agency represents "[a]fter the short-term bridge contract expired, VA continued to purchase surgical instrument maintenance and repair services . . . from Bramstedt Surgical using a government purchase card." COS at 2 ¶ 6.f. Bramstedt explains that "beginning on May 2, 2024 and continuing until October 6, 2025," "the VA issued twice-weekly purchase orders and made twice-weekly credit card payments to sustain operations." Protest at 6. During the approximately 17-month period when the agency was acquiring services using a government purchase card, Bramstedt maintains VA personnel indicated "that this makeshift process was temporary and would be followed by a new competitive solicitation." *Id.*

In May of 2025, the agency began the process for a new competitive solicitation for surgical instrument maintenance and repair services. First, on May 7, the VA posted a sources sought notice on the System for Award Management (SAM.gov). COS at 1 ¶ 3; AR, Exh. 5, Sources Sought Notice at 1-2. "Bramstedt Surgical did not submit a capabilities statement" in response to the sources sought notice. COS at 1 ¶ 3. Next, on July 22, the agency posted a pre-solicitation notice on SAM.gov. COS at 1 ¶ 4; AR, Exh. 6, Presolicitation Notice at 1. Then, on August 21, the agency issued the current

solicitation--RFQ No. 36C26325Q0868--by posting it on SAM.gov.¹ COS at 1 ¶ 5; AR, Exh. 2, Current RFQ at 1; Exh. 7, SAM Posting for Current RFQ at 1-2.

The solicitation contemplated award of a single fixed-price IDIQ contract with a \$1,000 minimum guarantee, a maximum contract value of \$1,100,000, a 1-year base period, and four 1-year option periods. AR, Exh. 2, Current RFQ at 1, 5, 54. The solicitation provided award would be made on a lowest-priced, technically acceptable basis, and established a due date of September 5 for receipt of quotations. *Id.* at 1, 55-56. Bramstedt Surgical did not submit a quotation in response to the current RFQ. COS at 1 ¶ 5. After evaluating the quotations that were timely submitted, the agency awarded contract No. 36C26325D0085 to Steris Instrument Management Services, Inc. in the amount of \$814,665.75 on October 1, 2025.² MOL at 3; AR, Exh. 8, Oct. 2025 Award Notice at 2.

On October 6, a delivery driver from Bramstedt went to the VA medical facility to pick up surgical instruments and was told by a VA employee that “they were not supposed to give any more instruments or trays to Bramstedt” because “a contract had been signed with another company.” Protest at 2. After learning of the apparent award to another firm, Bramstedt contacted the contracting officer “to seek clarification.” *Id.* at 8. The contracting officer “expressed surprise that Bramstedt had not submitted a bid but stated that there was nothing he could do, adding that Bramstedt ‘should have been monitoring SAM.gov.’” *Id.* This protest followed.

¹ The solicitation indicates it was issued as a commercial item procurement incorporating the clauses and provisions prescribed by part 12 of the Federal Acquisition Regulation (FAR). AR, Exh. 2, Current RFQ at 1. Part 12 of the FAR does not, however, set forth a set of stand-alone acquisition procedures; rather, when conducting a commercial item procurement contracting officers are to use the policies of FAR part 12 in conjunction with the acquisition procedures for solicitation, evaluation, and award prescribed in FAR part 13 (simplified acquisition), part 14 (invitation for bids), or part 15 (negotiated procurement), as appropriate for the particular acquisition. FAR 12.102(b); *General Revenue Corp.; et al.*, B-414220.2 *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 9. The solicitation here does not specify the acquisition procedures the VA used for the procurement. See AR, Exh. 2, Current RFQ at 54-56. In the agency’s report responding to the protest, the VA explains the RFQ “contemplated the award of a firm-fixed-price indefinite delivery indefinite quantity (IDIQ) contract utilizing the commercial items and simplified acquisition procedures contained in FAR parts 12 and 13.” Memorandum of Law (MOL) at 2.

² On October 17, 2025, the agency posted notice of the October 1 award on SAM.gov. MOL at 3; AR, Exh. 8, Oct. 2025 Award Notice at 1.

DISCUSSION

The protester argues the agency improperly and unreasonably failed to provide Bramstedt Surgical with notice of the opportunity to compete under the current, August 2025, solicitation. For the reasons discussed below, we dismiss this argument for failing to state a legally sufficient basis of protest.

In the alternative, the protester contends the earlier October 2023 purchase order for these same services was improperly cancelled, and, thus, still in effect and required to be used, or, that the approximately 17-month pattern of purchase card transactions created an implied-in-fact contract with which the agency must continue to proceed. As discussed below, we dismiss these contentions as matters of contract administration not for consideration by our Office.

Notice of Solicitation

The protester contends it was denied a fair opportunity to compete for the current requirement despite being the incumbent providing the solicited services for several years. Specifically, the protester argues:

The absence of direct notice may have been inadvertent, but the agency's subsequent indifference, once the omission was known, is inconsistent with the contracting officer's obligation to promote fair and open competition under FAR 1.102-2(c)(3)^[3], particularly in light of Bramstedt's years of exemplary service and its continued support of the VA's Sterile Processing Service during the preceding two years of uncertainty. As the incumbent contractor, Bramstedt was a known interested source entitled to reasonable notice under FAR 5.201(b)^[4] and FAR 1.102-2(c)(3). In

³ Section 1.102-2 of the FAR is titled "Performance standards," and relates to standards for the "FAR System." FAR 1.000. The subparagraph of this section cited by the protester provides:

(c) Conduct business with integrity, fairness, and openness.

(3) The Government shall exercise discretion, use sound business judgment, and comply with applicable laws and regulations in dealing with contractors and prospective contractors. All contractors and prospective contractors shall be treated fairly and impartially but need not be treated the same.

FAR 102-2(c)(3).

⁴ Part 5 of the FAR "prescribes policies and procedures for publicizing contract opportunities and award information." FAR 5.000. The section of part 5 cited by the protester provides:

(continued...)

prior procurements, including those led by [other contracting officers], the VA had consistently provided direct notice to Bramstedt, reinforcing its reasonable expectation of continued communication in future competitions.

Protest at 8. The protester maintains that “[w]hile publication on SAM.gov satisfies the minimum posting requirement, the VA’s failure to take reasonable steps to apprise its known incumbent--given its established course of dealing and ongoing performance--was inconsistent with the principles of transparency and fair dealing embodied in” the FAR. *Id.* at 10. The agency requests that we dismiss this protest ground for failing to state a valid legal basis of protest. MOL at 7.

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated by legally sufficient. 4 C.F.R. § 21.1(c)(4), (f). These requirements contemplate that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester’s claim of improper agency action. *Navarre Corp.*, B-423602, Aug. 14, 2025, 2025 CPD ¶ 197 at 2. Bramstedt Surgical’s protest does not meet this standard.

The FAR designates SAM.gov as the governmentwide point of entry (GPE), “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.; *Navarre Corp.*, B-423602, *supra* at 1-2 n.1. Protesters are charged with constructive notice of the contents of procurement actions published on SAM.gov. *Boswell & Dunlap, LLP*, B-416623, Oct. 10, 2018, 2018 CPD ¶ 351 at 3 (discussing the FedBizOpps website, the predecessor GPE to SAM.gov). The doctrine of constructive notice creates a

(...continued)

(1) For acquisitions of supplies or services, other than those covered by the exceptions in 5.202 and the special situations in 5.205, the contracting officer must transmit a notice to the GPE [governmentwide point of entry], for each proposed--

- (i) Contract action meeting the threshold in 5.101(a)(1) [contract actions expected to exceed \$25,000];
- (ii) Modification to an existing contract for additional supplies or services that meets the threshold in 5.101(a)(1); or
- (iii) Contract action in any amount when advantageous to the Government.

(2) When transmitting notices using electronic commerce, contracting officers must ensure the notice is forwarded to the GPE.

FAR 5.201(b).

presumption of notice in law that cannot be rebutted. *Id.*; *Townsend v. Little and Others*, 109 U.S. 504, 511, 3 S. Ct. 357, 27 L. Ed. 1012 (1883) (“Constructive notice is defined to be in its nature no more than evidence of notice, the presumption of which is so violent that the court will not even allow of its being controverted.”). By definition the doctrine imputes knowledge to a party without regard to the party’s actual knowledge of the matter at issue. *Worrell Contracting Co., Inc.*, B-423208, Jan. 22, 2025, 2025 CPD ¶ 33 at 5.

Here, the record demonstrates the agency posted the solicitation to SAM.gov on August 21, 2025. AR, Exh. 7, SAM Posting for Current RFQ at 1-2. The protester acknowledges that “publication on SAM.gov satisfie[d] the minimum posting requirement” established in the FAR, and Bramstedt does not “assert an entitlement to actual notice.” Protest at 10; Comments at 5. The protester maintains, however, that “[c]ompliance with posting requirements does not automatically satisfy the Agency’s obligation to conduct procurements in a manner reasonably calculated to promote fair competition,” such that the doctrine of constructive knowledge “does not foreclose review of whether the Agency acted reasonably under the circumstances” here. Comments at 5.

We find unavailing the protester’s attempt to salvage a ground of protest following application of the doctrine of constructive notice. Quite simply, it is not relevant whether, as the protester argues, it might have made sense, been fairer in some way, or otherwise been a reasonable business decision for the contracting officer to have provided actual, direct notice of the new solicitation to the performing incumbent, because the contracting officer satisfied the regulatory requirement to notify *all* potentially interested firms—including the protester—by posting the solicitation to SAM.gov, the GPE. See e.g., *DBI Waste Sys., Inc.*, B-400687, B-400687.2, Jan. 12, 2009, 2009 CPD ¶ 15 at 2 (denying protest that agency should have provided firm with direct notice of solicitation because of firm’s “status as an incumbent and the agency’s course of dealing with it in [the protested procurement] and prior acquisitions”).

Further, despite being made aware the VA intended to issue a competitive solicitation for the follow-on requirement, the protester argues the “absence of direct notice” to Bramstedt Surgical of the issuance of the solicitation “is inconsistent with the contracting officer’s obligation to promote fair and open competition.” Protest at 8. While the protester insists its reliance, in this respect, was reasonable given the established course of dealing between Bramstedt and the VA, Protest at 6, the reasonableness of such reliance has no bearing where, as here, the agency’s posting of the solicitation on SAM.gov provided the protester with constructive notice of the opportunity to compete and, as explained above, this presumption of notice *cannot be rebutted*. See e.g., *Boswell & Dunlap. LLP*, *supra* at 3 (finding protester’s allegation it was denied opportunity to compete did not provide valid legal basis of protest because firm was charged with constructive notice of the solicitation published on the GPE); *Worrell Contracting Co., Inc.*, *supra* at 5 (dismissing post-award challenge to contents of solicitation amendment posted to GPE, notwithstanding protester’s contention that it learned of the amendment only through notice of contract award because protester’s

argument “would render meaningless the doctrine of constructive notice”). Thus, even if the protester’s contentions are accurate, they do not provide a basis for us to sustain the protest. Accordingly, we dismiss the protester’s allegation for failing to state a legally sufficient basis of protest.⁵

Arguments Regarding Prior Purchase Order and Purchase Card Transactions

In the alternative to the argument discussed above, the protester presents two arguments related to the October 2023 purchase order (No. 36C26324P0111) and the approximately 17-month long period of purchase card transactions discussed above. With respect to the October 2023 purchase order, the protester maintains the order is still in effect, notwithstanding the agency’s November 2023 cancellation of the solicitation under which the order was issued. Protest at 11. Specifically, the protester asserts once the VA provided Bramstedt with the order and the firm signed and returned the order it became a binding contract which the agency could only end through a termination, not by a cancellation of the solicitation, and to date, “Bramstedt has never received formal notice that Contract No. 36C26324P0111 was cancelled.” *Id.*

Further, the protester contends that because “the VA continued to direct and accept Bramstedt’s surgical instrument services after the alleged cancellation--under both the emergency bridge contract and the credit-card purchasing arrangement--from November 1, 2023 through October 6, 2025,” this conduct “demonstrate[ed] mutual assent to contract” thereby “establish[ing] an implied-in-fact continuation or ratification of the October 2023 award.” Protest at 14. The protester claims “[t]he eventual transfer of work to Steris did not nullify a continuing contractual relationship but instead marked the VA’s improper displacement of an existing agreement that had never been lawfully terminated under FAR Part 49.” *Id.* (emphasis omitted). Thus, the protester, argues “[c]onsistent with the parties’ established course of dealing and the contract’s option structure, GAO should declare the October 2023 award (with an effective date of November 1, 2023) valid and deem it renewed effective November 1, 2025 through October 30, 2026, to restore continuity and serve the public interest.” *Id.* at 15. The agency requests that we dismiss the protester’s alternative arguments as matters of contract administration, among other reasons. MOL at 8, 10 n.13, 11, 12 n.14.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984. 31 U.S.C. §§ 3551-3557. Our role is to

⁵ With respect to the protester’s contention that the contracting officer treated Bramstedt with “indifference” by not directly notifying Bramstedt Surgical of the new solicitation (Protest at 8), we note even if we were to agree with the protester’s characterization of the agency’s actions in this regard, there would still be no basis to sustain the protest. See e.g., *PR Newswire Assoc., LLC*, B-400430, Sept. 26, 2008, 2008 CPD ¶ 178 at 2-3 (where agency had publicized solicitation on GPE, finding “no valid basis for protest” the constructive notice given to protester, even though agency had provided a copy of solicitation to another offeror, as part of corrective action).

consider bid protest challenges to the award or proposed award of contracts. 31 U.S.C. §§ 3551(1), 3552(a). Therefore, we generally do not review matters of contract administration (e.g., claims for termination damages, ratifications of unauthorized commitments, etc.), which are within the discretion of the contracting agency and for review by a cognizant board of contract appeals or the U.S. Court of Federal Claims. 4 C.F.R. § 21.5(a). The few exceptions to this rule include solicitations where it is alleged that a contract modification improperly exceeds the scope of the contract and therefore should have been the subject of a new procurement; where a protest alleges that the exercise of a contractor's option is contrary to applicable regulations; or where an agency's basis for contract termination is that the contract was improperly awarded. See 31 U.S.C. § 3551(1)(D); *Sprint Communications Co., L.P.*, B-271495, Apr. 26, 1996, 96-1 CPD ¶ 211 at 4.

Here, we are not dealing with a contract modification or exercise of a contract option. Nor does Bramstedt's protest fall into the category of protests where an agency's basis for contract termination is that the contract was improperly awarded; rather, the VA is asserting there was never a contract entered into in the first place.⁶ Specifically, the agency's position is:

Because the solicitation at issue here [the October 2023 solicitation] was an RFQ under FAR part 13, vendors submitted quotations in response to the RFQ. A quotation is not an offer but rather an informational submission based upon which the government can make an offer to a vendor that the vendor accepts to form a binding contract. The issuance of a purchase order lacking the Contracting Officer's signature, as was the case here, does not constitute an offer that may be accepted by the vendor to form a binding contract. Purchase Order No. 36C26324P0111 did not constitute a binding contract between Protester and VA; therefore, Protester's allegation that VA improperly terminated or cancelled Purchase Order No. 36C26324P0111 lacks merit, as there was no binding contract formed to terminate.

MOL at 9-10 (internal citations omitted). Relatedly, the agency argues that whether the bridge contract awarded to--and purchase card transactions with--Bramstedt "had the same requirement as the one covered by Purchase Order No. 36C26324P0111 is of no import" *vis-à-vis* the purchase order because both the bridge contract and purchase card transactions were "separate, distinct procurement actions from [the] rescinded Purchase Order." *Id.* at 11.

⁶ In instances where we review the propriety of a contract termination that flows from a defect the contracting agency perceived in the award process, we examine the award procedures that underlie the termination action for the limited purpose of determining whether the initial award was improper, and, if so, whether the corrective action taken by the agency was proper. *American Material Handling, Inc.*, B-406739, Aug. 14, 2012, 2012 CPD ¶ 234 at 3.

The protester asserts the VA's characterization of Bramstedt's argument as a matter of contract administration is incorrect. Comments at 7. The protester claims it is not seeking contract remedies or damages, rather Bramstedt contends it is challenging "the propriety of the Agency's procurement actions, including the rescission of an award and the manner in which the Agency continued to procure the same services thereafter." *Id.* The protester insists "GAO routinely reviews such challenges." *Id.*

As an initial matter, we note the protester provides no citations to our regulations or any decisions issued by our Office to support its position that we routinely review such challenges. More importantly, the protester's claim that it is not seeking a contract remedy is not supported by the record. As noted above, the protester argues "GAO should declare the October 2023 award (with an effective date of November 1, 2023) valid and deem it renewed effective November 1, 2025, through October 30, 2026." Protest at 15. Similarly, in the section of the protest setting forth the "Relief Requested," Bramstedt asks for a new solicitation and opportunity to compete as a primary form of relief, but as an alternative form of relief asks us to "find that the October 2023 award to Bramstedt Surgical under Contract No. 36C26324P0111 was validly formed and never lawfully cancelled," and to "recommend that the [VA] reinstate and renew the contract effective November 1, 2025." *Id.* at 19. As a second alternative form of relief, the protester requests that our Office find "the VA's continuous direction, acceptance, and payment for the same services from November 2023 through October 2025 established an implied-in-fact continuation of the October 2023 Contract No. 36C26324P0111, and recommend that the [agency] formally recognize and ratify the contractual relationship and renew the contract effective November 1, 2025." *Id.* at 20.

Both alternative forms of relief requested by Bramstedt--a finding of improper contract cancellation or termination and a recommendation to reinstate a contract or recognize an implied-in-fact contract--are forms of a contract administration remedy. Accordingly, we dismiss the protester's alternative legal arguments and requests for relief related to the prior purchase order and purchase card transactions as they raise matters of contract administration over which we do not exercise jurisdiction.⁷ See e.g., *Veterans2Work, Inc.*, B-416935, Jan. 9, 2019, 2019 CPD ¶ 54 at 4 n.6 (dismissing as a matter of contract administration protester's contention "that it was 'informally awarded' the contract . . . and that it commenced performance relying 'in good faith' upon the word of the [agency] that it would subsequently receive a sole-source contract"); *AMAR*

⁷ To the extent the protester's contention of an implied-in-fact contract may be considered a *quantum meruit* claim, we note the authority to review and settle such claims previously assigned by law to the Comptroller General was transferred in 1995 and 1996 to the Director of the Office of Management and Budget, and now rests with the Director and any other agency officials to whom the Director has delegated such authority. 31 U.S.C. § 3702; Pub. L. No. 104-53, 109 Stat. 514, 535 (1995); Pub. L. No. 104-316, 110 Stat. 3826, 3845-3846 (1996); *Transfer of Claims Settlement and Related Advance Decisions, Waivers, and Other Functions*, B-275605, Mar. 17, 1997, 97-1 CPD ¶ 123 at 1.

Health IT, LLC, B-414384.3, Mar. 13, 2018, 2018 CPD ¶ 111 at 3-4 (dismissing argument related to alleged termination of task order as matter of contract administration notwithstanding protester's contention that the "effective termina[tion]" of its previously issued task order was so 'intertwined' with the new award that there was no basis to separate the termination from the award").

Inaccurate Citations

Finally, throughout its protest, Bramstedt references a number of inaccurate legal citations to support its allegations. For example, in asserting that application of the doctrine of constructive notice is not dispositive with respect to whether the agency acted unreasonably in failing to directly notify Bramstedt of the new solicitation, the protester cites to "GAO precedent--including *MCS of Tampa, Inc.*, B-401417, (Sept. 2, 2009)." Comments at 6. Our Office has not issued a decision with this B-number, party name, and date combination. Our Office has issued decisions matching either the B-number or party name of the citation, but those decisions do not include any discussion of the doctrine of constructive notice, do not state the principle for which the protester cites to the purported "GAO precedent," and are not relevant to the issues in the present protest. See *Woodcrest Ace Hardware-MSD Industrial Supply Co.*, B-401417.4, B-401417.5, July 12, 2010, 2010 CPD ¶ 162 (denying protest challenging ineligibility finding and conduct of discussions); *MCS of Tampa, Inc.*, B-288271.5, Feb. 8, 2002, 2002 CPD ¶ 52 (denying protest challenging past performance evaluation and conduct of discussions).

As another example, in the section of its protest discussing timeliness, Bramstedt cited "*Alion Science Tech. Corp.*, B-297022 (2005)," Protest at 14, which is a partially accurate citation in that the party name and B-number match two decisions of our Office with different dates. Those decisions involved an agency's review of alleged organizational conflicts of interest, however, and neither stands for the timeliness proposition for which protester cites them nor are they relevant to any other issues presented in Bramstedt's protest. See *Alion Sci. & Tech. Corp.*, B-297022.3, Jan. 9, 2006, 2006 CPD ¶ 2; *Alion Sci. & Tech. Corp.*, B-297022.4, B-297022.5, Sept. 26, 2006, 2006 CPD ¶ 146. See also Protest at 11-13 (citing: (1) *Korea Maint. Co.*, B-257314, Sept. 9, 1994--party name matches a protest decision with a different B-number (B-243957, Sept. 16, 1991, 91-2 CPD ¶ 256) that dealt with an issue related to the Small Business Administration's 8(a) program, while the B-number appears to refer to a 1994 GAO report on energy policy; (2) *CompuServe Network Servs.*, B-278379, Jan. 20, 1998--our Office was unable to locate any protest decision matching this B-number or party name; (3) *Encon Mgmt. Servs., Inc.*, B-417505, July 3, 2019--B-number matches *American Data Solutions, LLC*, May 16, 2019 (unpublished decision); (4) *University of Dayton Research Inst.*, B-298309, Aug. 18, 2006--party name matches two decisions with different B-numbers from different dates in 2006

(B-296946.6, June 15, 2006, 2006 CPD ¶ 102; B-296946.7, Oct. 23, 2006, 206 CPD ¶ 155), neither of which is relevant to the issues presented in this protest)⁸.

We asked the protester to address the basis for the inaccurate case citations and to provide copies of the decisions cited, or, alternatively, to explain why the protester could not provide copies of the cited decisions. Notice of Required Protester Response at 1. The protester replied:

Bramstedt acknowledges the Office's concerns regarding certain case citations referenced in its protest filings. The cited decisions were included in good faith . . . [and] Bramstedt did not intend to misstate GAO precedent or to attribute legal propositions to decisions that do not support them.

Upon review prompted by the Office's notice, Bramstedt recognizes that certain citations reflect inaccuracies in B-numbers, party names, or relevance to the specific doctrine of constructive notice. . . .

To avoid any confusion and to ensure a clear and accurate record, Bramstedt withdraws reliance on the . . . cited decisions[.]

Resp. to GAO Notice at 1.

The protester's response to our notice fails to address the basis for the inaccurate case citations, as we expressly requested.⁹ Notice of Required Protester Response at 1. We note, however, the protester's erroneous citations bear the hallmarks of the use of a

⁸ The party name--*University of Dayton Research Institute*--also matches six additional protest decisions from years other than 2006, none of which are relevant to the protest issues presented here. See B-217524, Apr. 18, 1985, 85-1 CPD ¶ 444; B-220589, Jan. 30, 1986, 86-1 CPD ¶ 108; B-227115, Aug. 19, 1987, 87-2 CPD ¶ 178; B-245431, Jan. 2, 1992, 92-1 CPD ¶ 6; B-260709, July 10, 1995, 95-2 CPD ¶ 17; B-412973, July 12, 2016, 2016 CPD ¶ 183.

⁹ Further, we note the protest filed by Bramstedt included an appendix listing the statutory provisions, regulatory provisions, GAO bid protest decisions, and decisions from the U.S. Court of Federal Claims and U.S. Court of Appeals for the Federal Circuit relied upon by the protester. Protest Appendix and Exhs. at 1-2. Four of the purported decisions from our Office listed in the appendix also appear to be inaccurate citations for which we could not locate decisions matching both the B-number and party name cited by Bramstedt. These additional inaccurate citations were included only in the appendix, however, and were not cited to directly in the body of the protest. In replying to our request for an explanation regarding the inaccurate citations, the protester also withdrew its reliance on any inaccurately cited decisions listed in the protest appendix. Resp. to GAO Notice at 2.

large-language model or other artificial intelligence (AI) without adequate verification that the generated results were accurate. See e.g., *Oready, LLC*, B-423524.2, Aug. 13, 2025, 2025 CPD ¶ 194 at 7. As courts and our Office have explained, “there is nothing inherently wrong with . . . properly and competently utilizing AI or any of its subsets to practice law or litigate cases,” but “the evolving technology has many glitches (including hallucinations) and does not always work properly or as expected,” and “[t]his is why close and careful attorney supervision, fact-checking, and citation-checking are absolute necessities when utilizing AI or any of its subsets.” *Id.*; *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 6 (both citing *Versant Funding LLC v. Teras Breakbulk Ocean Navigation Enters., LLC*, No. 17-cv-81140, 2025 U.S. Dist. LEXIS 98418 at *11 (S.D. Fl. May 20, 2025)).

In order to satisfy our statutory mandate to resolve protests expeditiously and to maintain our role as a meaningful, efficient protest forum, we expect all parties to prepare and present their cases carefully and diligently. *KE Sys. Servs., Inc.*, *supra* at 6; *Wolverton Prop. Mgmt., LLC--Recon.*, B-415295.4, June 6, 2018, 2018 CPD ¶ 205 at 3. The use of AI programs to draft or assist in drafting legal filings can result in the citation of non-existent decisions, such that reliance on those programs without review for accuracy wastes the time of all parties and GAO. *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025, 2025 CPD ¶ 112 at 4. As we have explained, our Office necessarily reserves an inherent right to dismiss any protest and to impose sanctions against a protester, where a protester’s actions undermine the integrity and effectiveness of our process. *Id.* Here, because we dismiss this protest for failure to state a legally sufficient basis of protest, we do not exercise our right to impose sanctions for submission of non-existent citations. The protester, however, is advised that any future submission of filings to our Office with citations to non-existent authority may, after review of the totality of the circumstances, result in the imposition of sanctions.

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel