



Decision

Matter of: The Gilchrist Law Firm, P.A.

File: B-424421; B-424421.2

Date: June 10, 2026

Jacquín P. Gilchrist, Esq., for the protester.
Lolitha K. McKinney, Esq., and Mellany Alio, 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

Protest challenging rejection of protester's quotation as late is dismissed as abandoned.

DECISION

The Gilchrist Law Firm, P.A. (GLF), a service-disabled, veteran-owned small business (SDVOSB) of Coral Gables, Florida, protests the rejection of the vendor's quotation under request for quotations (RFQ) No. 36C10B26Q0022,¹ issued by the Department of Veterans Affairs (VA) for the provision of Freedom of Information Act (FOIA) compliance services. The agency rejected GLF's quotation because it was submitted past the time set for receipt of quotations and in a manner other than that prescribed by the solicitation. The protester challenges the agency's decision to reject its quotation.

We dismiss the protest.

BACKGROUND

On February 2, 2026, the agency issued the solicitation as an SDVSOB set-aside on the General Services Administration's (GSA) eBuy website to holders of federal supply

¹ We note there appears to have been a typographical error resulting in a discrepancy between the solicitation number as initially issued (36C10B26Q0022) versus later solicitation amendments (36C10B26Q0222). *Compare* Agency Report (AR) Tab 4a, Initial RFQ at 1 *with e.g.* Tab 4b, RFQ amend. 1 at 1, Tab 4e, RFQ amend. 4 at 1 (emphasis added to highlight changed numerals). The agency's report references the solicitation number as initially issued, which we do as well in our decision. See Contracting Officer's Statement (COS) at 1; Memorandum of Law (MOL) at 1.

schedule (FSS)² contracts under special item number 541611 seeking quotations for the provision of FOIA compliance services. AR, Tab 4a, Initial RFQ at 1; Tab 4e, RFQ amend. 4 at 35, 93, 104.³ The solicitation contemplated issuance of a fixed-price FSS purchase order with a 1-year base period and three 1-year option periods. AR, Tab 4e, RFQ amend. 4 at 37, 103. The solicitation established that award would be made on a best-value tradeoff basis considering two factors--technical and price--with the technical factor being significantly more important than price. *Id.* at 103.

Relevant here, the solicitation provided the following instructions for submission of quotations:

The Offeror's proposal^[4] shall be submitted electronically by the date and time indicated in the Solicitation via the GSA website for GSA MAS in the files set forth below. Proposals submitted by any other method will not be considered. The URL is <https://www.ebuy.gsa.gov>. The Offeror's proposal shall consist of three (3) volumes. The Volumes are I--Technical, II--Price[,] III--Solicitation, Offeror and Award Documents. The use of hyperlinks or embedded attachments in proposals is prohibited.

AR, Tab 4e, RFQ amend. 4 at 104. Additionally, the solicitation used bold typeface to caution vendors that late quotations would not be accepted for evaluation. *Id.* at 105. Specifically, the solicitation stated:

WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's proposal is received by the Government not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

Id. Vendor quotations in response to the solicitation were due by 3 p.m. Eastern Time on March 27, 2026. AR, Tab 4f, RFQ amend. 5 at 1.

² The FSS also is referred to as the multiple award schedule (MAS). We use the two terms interchangeably in this decision.

³ Our citations use the Adobe PDF pagination of documents in the record.

⁴ The solicitation at issue here is an RFQ, not a request for proposals, as such the correct term for vendor submissions in response to the solicitation is "quotations," rather than "proposals." Accordingly, we use the term "quotation" throughout our decision. We have left unchanged, however, use of the term "proposal" when quoting directly from documents in the record.

On March 27, at 3:05 p.m., GLF emailed the VA asking: “CO [Contracting officer], is there any way to extend the proposal deadline by an hour? We had a computer malfunction issue and couldn’t upload the proposal to eBuy 4 minutes ago.” AR, Tab 6, Email Chain Between GLF and VA at 4; Protest at 2. At 4:49 p.m., still on March 27, GLF emailed again stating: “Ma’am, this is still in the draft section on eBuy as of 3:03PM.” *Id.* This statement was accompanied by a screenshot showing three files-- Vol. I GLF; Vol. II Price-GLF; Vol. III--with associated “Uploaded” times of 3:06 p.m., 3:06 p.m., and 3:03 p.m., respectively. *Id.* The March 27 (4:49 p.m.) email also included three attachments, which the agency did not open, though the contracting officer expresses his “belief that they contained the proposal.” COS at 2-3. The contracting officer states that “[b]ecause the proposal was submitted late and not in accordance with the submission instructions of the RFQ, it was neither considered nor evaluated.” *Id.* at 3.

The agency further represents that, on March 30, GLF called the contracting officer “to follow up on the status of his e-mail requests,” and that the contracting officer “responded stating that because his proposal was not submitted electronically by the date and time indicated in the Solicitation via GSA eBuy it would not be accepted for evaluation.” COS at 2-3; see *also* AR, Tab 10, Screenshot of Contracting Officer’s Online Call Log showing an incoming call from “The Gilchrist” at 9:13 a.m. on Mar. 30, 2026. The protester also attests that “[o]n or about March 30, 2026, GLF telephoned and spoke with Contracting Officer [Mr. X] advising him of the technical issue with GSA eBuy.” Supp. Protest at 2. The protester, however, “dispute[s] having a March 30, 2026, phone call wherein the Agency purports that Protester’s quote would not be evaluated because it was submitted late.”⁵ Comments at 1.

Two weeks after the due date for receipt of quotations, on April 10, GLF emailed the VA:

Good afternoon Ma’am and Sir, reaching out to see if the Agency has any updates on our accommodation request for accepting proposals via alternative means. I mention this as one of our other Agencies, at DoD, actually issued guidance to accept proposals via email as another system, PIEE^[6] was unreliable as well.

Again, we understand that this is a best value determination and certainly there were multiple proposals issued but we are requesting if the Agency would still consider our proposal as I did reach out.

⁵ As discussed below, we consider the protest to have been abandoned and dismiss it accordingly; thus, we need not resolve the disagreement between the parties about the content of the March 30 phone call, which otherwise could bear on whether both GLF’s underlying April 16 agency-level protest and subsequent April 17 protest to our Office were timely filed.

⁶ The protester does not define or otherwise explain this acronym.

AR, Tab 6, Email Chain Between GLF and VA at 4; Protest at 2.

On April 13, the VA responded to GLF's email stating: "In accordance with proposal submission instructions, any proposal submitted after the deadline cannot be accepted." AR, Tab 6, Email Chain Between GLF and VA at 3; Protest at 1. After receiving this email, and still on April 13, GLF requested "a pre-award debriefing."⁷ *Id.* In response,

⁷ We note the procurement at issue here was an FSS purchase; thus, the pre-award and post-award debriefing procedures of Federal Acquisition Regulation (FAR) part 15 are not applicable. Rather, unsuccessful vendors in an FSS procurement may request a brief explanation of award. See FAR 8.405-2(d); GSA Manual (GSAM) 538.7102-2(b)(6) (the GSAM is available at <https://www.acquisition.gov/fss-ordering-procedures>) (last visited June 3, 2026).

We cite here to both the FAR as currently codified in title 48 of the Code of Federal Regulations and to the GSAM, which as part of an ongoing "Revolutionary FAR Overhaul" has replaced most of the FSS ordering procedures previously found in FAR part 8 for agencies that have issued an adopting FAR deviation. We use this double citation here because, prior to the issuance of the RFQ, the VA issued a FAR deviation adopting the Revolutionary FAR Overhaul changes to FAR part 8. AR, Tab 8, Class Deviation for FAR Part 8 in Support of Executive Order on Restoring Common Sense to Federal Procurement, Sept. 17, 2025, at 1. Also, prior to the issuance of the RFQ, GSA issued a mass modification to its FSS contracts to adopt the Revolutionary FAR Overhaul versions of multiple FAR clauses and provisions. MAS Refresh 30 Clause and Provision Changes at 1 (available at https://buy.gsa.gov/interact/system/files/MAS_Refresh_30%20Clause%20and%20Provision%20Changes-%20Revised%2011_5_25.pdf) (last visited June 3, 2026); see *also* MOL at 1 n.1 (indicating the VA's apparent attempt to rely on the GSA MAS contract itself to implement the relevant deviations flowing from the Revolutionary FAR Overhaul, rather than incorporating updated provisions and clauses directly into the agency's RFQ). For example, GSA's MAS refresh 30 updated FAR provision 52.212-1 from the prior Sept. 2023 version to the "DEVIATION NOV 2025" version. MAS Refresh 30 Clause and Provision Changes at 1. The solicitation, however, despite being issued after the VA's class deviation adopting the Revolutionary FAR Overhaul version of FAR part 8 and the accompanying GSAM procedures, does not reflect the updated clauses and provisions stemming from the agency's deviation; instead, the RFQ incorporates the older pre-deviation versions of various FAR clauses and provisions. See *e.g.* AR, Tab 4e, RFQ amend. 4 at 101 (incorporating the Sept. 2023 version of FAR provision 52.212-1, rather than the Nov. 2025 deviation version).

To resolve the instant protest, we need not address the inconsistencies between the FAR clauses and provisions included in the RFQ and those included in the FSS contracts under which the VA issued the RFQ. We note the discrepancies here, however, to alert the agency to the need to ensure that solicitations issued under Revolutionary FAR Overhaul deviations incorporate the updated versions of applicable FAR clauses and provisions.

the agency provided GLF with a letter citing the solicitation's submission instructions and warning language requiring that quotations be submitted through the eBuy website and cautioning vendors against waiting until the last minute to try to submit quotations. AR, Tab 7, Letter from VA to GLF, Apr. 13, 2026, at 1.

On April 16, GLF filed an agency-level protest with the VA. AR, Tab 6, Email Chain Between GLF and VA at 2-3; Protest at 1. The agency-level protest read:

Good afternoon Sir and Ma'am, IAW [in accordance with] the new RFO [Revolutionary FAR Overhaul] I am submitting this pre-award protest at the Agency-level.

As the Agency knows, the instructions for submittal of the above-referenced solicitation was very specific as to the time, manner, and document type for each qualified Offeror. As noted in the attached excerpt of the proposal instructions it states that "[p]ages in violation of these instructions, either by exceeding the margin, font, printing, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated." The Government "requires Offerors to propose unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places."

Specifically, I have highlighted all relevant sections that the Agency should have ensured that each Offeror complied with before issuing an award decision or in our case disqualification letters.

Id.

The following day, April 17, the agency responded to GLF's agency-level protest as follows.

You have not complied with the requirements of FAR 33.103 Protests to the Agency so I am unclear as to your protest grounds.

Please forward a copy of your protest IAW the proper instructions. Also, your proposal was not review[ed] as your proposal was submitted after the deadline. It is not clear why you are referencing information regarding the price proposal. You[r] proposal was never reviewed by our Contracting Officer as it was late. It [was] not ever considered or evaluated for award.

Again, please refer to FAR 33.103.

AR, Tab 6, Email Chain Between GLF and VA at 2.

After receiving this response from the agency, and still on April 17, GLF filed this protest with our Office. Electronic Protest Docketing System (Dkt.) No. 1. The protest filed with our Office is simply the same email GLF earlier filed with the VA as an agency-level protest. Protest at 1. On May 1, GLF filed a supplemental protest with our Office. See *generally* Supp. Protest; Dkt. No. 14.

DISCUSSION

As an initial matter, we find the protest filed by GLF to be both cursory and confusing. Taking the submission in the light most favorable to the protester, however, we read GLF's agency-level protest at the VA--and the same protest filed with our Office--as expressing the protester's contention that before the agency rejected GLF's quotation the VA was required to assess the quotation for compliance with various portions of the solicitation's submission instructions, which the protester excerpted and highlighted in an attachment to both its agency-level protest and initial protest to our Office. See Protest at 1; see *generally* Protest attach. 2, RFQ Excerpt with Highlighting. We further read the protest as questioning whether the VA conducted such an assessment. In GLF's supplemental protest, the protester argues "the solicitation instructions were ambiguous and not enforced equally among offerors," in part because of an alleged conflict between "strict verbatim file naming conventions" and the use of a "PDF format rather than Excel format" for the pricing template vendors were required to submit as part of their quotations. Supp. Protest at 3.

In its report responding to the protest, the VA addressed the protester's arguments. Specifically, the contracting officer explains that because GLF's quotation was submitted past the time set for receipt of quotations and outside of the eBuy system, the quotation "was never evaluated, [and] it was not compared to the evaluation criteria or submission instructions (such as page count or font size) referenced in the protester's documents." COS at 4. Rather, GLF's quotation "was fully set aside and not reviewed once it was determined to be late and not submitted through the proper Government submission point." *Id.*

The agency argues GLF's contention that the "VA was required to assess its proposal for compliance with various sections of the RFQ prior to issuing a disqualification letter . . . misses the mark." MOL at 2. Instead, the agency maintains, the "VA properly rejected Protester's late quotation in strict compliance with the RFQ as it was both untimely and not submitted through the eBuy portal," as required by the solicitation which specifically stated "Late proposals will not be accepted for evaluation." *Id.* (citing AR, Tab 4e, RFQ amend. 4 at 104-105). According to the VA, the record clearly reflects GLF "failed to submit a timely quotation through eBuy"; "[i]nstead, at 3:04 p.m., four minutes after the deadline for submission had already passed, Protester sent an email" asking if there was any way to extend the deadline for submission of quotations. MOL

at 2. The agency also substantively responds to the protester's supplemental allegations of solicitation ambiguity.⁸ See *generally* MOL at 4-5.

The entirety of the protester's comments responding to the agency's report--excluding the introductory caption and closing salutation and signature block--are as follows.

In accordance with the GAO's Order dated May 18, 2026, the Protester hereby submits this comment to Docket Entry 19:^[9]

The Protester dispute [*sic*] having a March 30, 2026, phone call wherein the Agency purports that Protester's quote would not be evaluated because it was submitted late.

Comments at 1.

In responding to an agency report, protesters are required to provide a substantive response to the arguments advanced by the agency, and our regulations provide we will dismiss protest allegations or arguments if an "agency's report responds to the allegation or argument, but the protester's comments fail to address that response." 4 C.F.R. § 21.3(i)(3); *enrGies, Inc.*, B-408609.9, May 21, 2014, at 4. Our decisions have explained that when an agency provides a detailed response to a protester's assertion and the protester fails to rebut or respond to the agency's argument in its

⁸ Additionally, the agency argues GLF's supplemental protest allegations of solicitation ambiguity are untimely challenges to the terms of the RFQ that were required to be brought prior to the time set for receipt of quotations. MOL at 5-6 (citing 4 C.F.R. § 21.2(a)(1)). As discussed below, we consider both GLF's initial and supplemental protest allegations to have been abandoned, and dismiss them accordingly; thus, we need not reach the timeliness issue raised by the agency.

⁹ On May 18, our Office posted an entry in the docket, which read: "The CO statement references a 3/30 phone call, during which Gilchrist was told its quotation would not be evaluated because it was submitted late. By COB 5/19, GAO requires VA to submit any records it has for the 3/30 phone call (or say none exist)." Dkt. No. 19. While the protester's comments focus on this docket entry specific to the parties' March 30 phone call, this entry did not, in any manner, alleviate the protester of its obligation to submit comments on the entirety of the agency's report--not just the portion pertaining to the March 30 call. Rather, as required by our Bid Protest Regulations--as well as the acknowledgment letter issued by our Office--GLF was required to file comments in response to the agency's report within 10 calendar days. 4 C.F.R. § 21.3(i)(1)-(2); Dkt. No. 5, *Acknowledgment of Protest* at 1. Moreover, on that same day, our Office posted a follow-on docket entry reminding the protester of its obligation to file comments. Specifically, that additional May 18 docket entry stated: "Protester note your comments on the agency report (AR) remain due no later than 5:30 pm Eastern on 5/28. This includes comments on the already submitted AR portions at Dkt. Nos. 17-18 AND the forthcoming AR portions requested at Dkt. [Nos.] 19-20." Dkt. No. 21.

comments, the protester provides our Office with no basis to conclude that the agency's position with respect to the issue in question is unreasonable, and as a result, the protester abandons that assertion. *Medical Staffing Solutions USA*, B-415571, B-415571.2, Dec. 13, 2017, at 3; *IntegriGuard, LLC d/b/a HMS Federal--Protest and Recon.*, B-407691.3, B-407691.4, Sept. 30, 2013, at 5.

Here, GLF's comments on the agency report only dispute the VA's characterization of the parties' March 30 phone call, but they completely fail to respond in any way--meaningful or otherwise--to the agency report. The protester's comments do not rebut nor respond in any fashion to the agency's argument that the VA was not required to assess GLF's quotation for compliance with various solicitation instructions because GLF's quotation was late. Nor do the protester's comments rebut or respond in any manner to the agency's response to GLF's allegations of solicitation ambiguity. We therefore dismiss GLF's protest allegations as abandoned.¹⁰ 4 C.F.R. § 21.3(i)(3); *Medical Staffing Solutions USA*, *supra* at 3; *Quantech Servs., Inc.*, B-417347, B-417347.2, May 29, 2019, at 6 (dismissing as abandoned initial protest where agency

¹⁰ In any event, even if we were to consider the merits of the protester's contention that the VA was required to assess GLF's quotation for compliance with various solicitation instructions prior to rejecting it, we would deny this allegation. The solicitation unambiguously required quotations to be submitted through GSA's eBuy portal no later than 3 p.m. on March 27, and the RFQ expressly stated the agency would not accept quotations submitted outside of eBuy and that late quotations would not be evaluated. AR, Tab 4e, RFQ amend. 4 at 104-105. Because GLF did not submit its quotation in eBuy before 3 p.m. on March 27, the agency properly rejected GLF's quotation as late and did not assess it for compliance with the solicitation's other submission instructions or evaluate it under the technical and price factors. See e.g., *Turner Consulting Group, Inc.*, B-400421, Oct. 29, 2008, at 3 (finding agency's decision not to consider protester's late quotation proper where RFQ provided that quotations received after the exact time specified for receipt of quotations would not be considered). Moreover, the protester's allegations of solicitation ambiguity are clearly untimely because they were not filed prior to the closing time for receipt of initial submissions. 4 C.F.R. § 21.2(a)(1); see e.g., *Joint Tech. Solutions, Inc.*, B-416600.2, Oct. 30, 2018, at 4 ("It is well-settled that a party who has the opportunity to object to allegedly improper or patently ambiguous terms in a solicitation, but fails to do so prior to the time set for receipt of quotations, waives its ability to raise the same objection later.").

report responded to each protest argument and protester's comments failed to rebut or otherwise address the agency's responses).

The protest is dismissed.

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General Counsel