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Decision

Matter of: Indigo Ridge Farms, LLC

File: B-424156.2; B-424156.3

Date: June 15, 2026

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DIGEST

Protest that agency should have evaluated awardee's proposal as technically unacceptable and ineligible for award is denied where the agency's evaluation was reasonable and consistent with the solicitation criteria.

DECISION

Indigo Ridge Farms, LLC, a women-owned small business of Mount Jackson, Virginia, protests the award of a contract to SOF Landing, LLC, a small business of Sanford, North Carolina, under request for proposals (RFP) No. H92239-25-R-E003, issued by the Department of the Army, Special Operations Command (USASOC), for live goats to be used as training aids for combat medics. The protester contends that the agency unreasonably determined that SOF Landing's proposal was acceptable under the terms of the solicitation.

We deny the protest.

BACKGROUND

The USASOC Joint Special Operations Medical Training Center (JSOMTC) has a continuing requirement for live goats to be used as training aids. Agency Report (AR),

Tab 4, Market Research Report at 2;¹ Contracting Officer's Statement (COS) at 2; Memorandum of Law (MOL) at 2. This training is called live tissue training, with the aim of preparing medics to treat traumatic injuries in combat situations. *Id.* Indigo Ridge has delivered live goats (referred to as caprines) to the agency for this purpose from September 2012 until September 2025. AR, Tab 4, Market Research Report at 3.

On July 25, 2025, the agency issued the RFP as a small business set-aside in accordance with Federal Acquisition Regulation (FAR) subpart 12.6, streamlined procedures for the evaluation and solicitation of commercial items. AR, Tab 6, RFP at 1, 75; COS at 3. The solicitation contemplated the award of a single indefinite-delivery, indefinite-quantity (IDIQ) contract under which fixed price delivery orders would be issued. RFP at 3, 74. The IDIQ ordering period included a 5-year base period and five 1-year option periods. *Id.* at 49-50; COS at 3.

As relevant to this protest, the solicitation's statement of work (SOW) required the delivery of caprines, in lots of 30 to 150, to various USASOC locations within 30 days of the date the agency issues a delivery order. RFP at 29. The solicitation informed offerors of an estimated maximum annual order of 5,045 caprines and indicated that the monthly total of animals delivered "generally will not exceed 600 caprines."² *Id.*

The SOW also included various requirements and detailed United States Department of Agriculture (USDA) regulatory procedures applicable to the storing and transportation of live animals, such as USDA licensing and animal quarantine requirements. For example, the SOW specified that the contractor shall maintain "an adequate storage space for a maximum of 500 [] caprines." *Id.* at 30. The SOW also required the contractor to be a "USDA Class A or Class B licensed dealer prior to proposal submission and maintain license through the duration of the contract."³ *Id.* at 30.

For quarantine procedures prior to delivery, the solicitation included various requirements. For example, all caprines were to be quarantined for a minimum of 14 days in a pasture or within confinement facilities meeting all regulatory standards, and

¹ The agency applied uniform pagination, commonly referred to as Bates numbering, to the documents included in the agency report. Our citations to the record correspond with the Bates numbers appearing on the agency report documents.

² The solicitation's order limitations clause specified a maximum order of 200 caprines and stated that the contractor was permitted to reject orders for more than 200 caprines issued within a 30-day period. RFP at 61-62.

³ The USDA issues Class A licenses to dealers who sell animals that are bred and raised at a facility in a closed or stable colony, and it issues Class B licenses to other dealers whose businesses include the purchase and/or resale of warm-blooded animals. Agency Req. for Dismissal at 3 (citing USDA, Animal & Plant Health Inspection Serv. (APHIS), APHIS eFile, <https://efile.aphis.usda.gov/> (last visited May 27, 2026)).

the offeror's quarantine facility was to "be the location stated in the USDA Class A or Class B license." RFP at 30, 32.

For the evaluation of proposals, the solicitation specified that award would be made to the lowest-priced, technically acceptable proposal, using three factors: technical capability, past performance, and price. *Id.* at 75. Price would be evaluated for "price reasonableness in accordance with FAR 15.404." *Id.* Technical capability and past performance would each be evaluated on an acceptable/unacceptable basis. *Id.* To be eligible for award, the successful offer would have to receive an "acceptable" rating, defined as "meet[ing] the minimum requirements of the solicitation," in each non-price factor. *Id.* The solicitation's technical capability factor identified three specific areas the agency intended to evaluate when determining the proposal's acceptability: (1) "Health Program"; (2) "Facilities"; and (3) "USDA License." *Id.* at 72, 76. The agency's evaluation of SOF Landing's facilities and USDA license is at issue in this protest.

For the evaluation of an offeror's facilities, the RFP instructed offerors to provide "a diagram, written description, and photos of all animal (including quarantine) facilities," to "demonstrate that their facilities meet or exceed standards for size, usage and ventilation." *Id.* at 72. To determine whether the proposal was acceptable in this area, the solicitation indicated the agency would evaluate:

whether the narrative demonstrates that their facility is managed and compliant with Title 9 CFR, Chapter 1, Part []3, subpart F, paragraphs 3.125 through 3.142,[⁴] and all applicable USDA regulations as specified in the SOW. Additionally, proposals shall be evaluated to determine whether the offeror[']s facilities meet or exceed standards for size, usage and ventilation. The diagrams, written descriptions and photos of all animals (including quarantine) facilities will be evaluated to determine whether they are capable of housing a minimum of 500 animals and comply with quarantine requirements.

Id. at 76.

To satisfy the solicitation's USDA license requirement, offerors were instructed to provide a copy of "either their USDA Class A or Class B license." *Id.* at 72. For the evaluation of an offeror's license, the solicitation stated:

In order for an offeror's proposal to be evaluated as acceptable, the offeror must provide a copy of either their USDA Class A or Class B license. All licenses must be current and in good standing. Any license that is

⁴ Title 9 CFR, Chapter 1, Part 3, subpart F implements the Animal Welfare Act, 7 U.S.C. § 2131 *et seq.* The regulatory paragraphs referenced in the solicitation pertain to facilities, space requirements, feeding, watering, sanitation, employees, separation, carrier and handler requirements, transit and transport care, and terminal facilities. See *generally* 9 C.F.R. §§ 3.128-142.

expired, suspended or encumbered in any way, will be evaluated as unacceptable and will no longer be considered for award. The USDA will be contacted to confirm the status of the license provided.

Id. at 76.

Both Indigo Ridge and SOF Landing submitted timely proposals by the solicitation due date, and the agency subsequently evaluated both proposals as “acceptable” under the technical capability factor. COS at 6-7. For price proposals, SOF Landing’s total evaluated price was \$25,100,667, and Indigo Ridge’s price was \$62,648,045. *Id.* at 7. The agency then entered into discussions with each offeror. *Id.* Relevant here, the agency informed Indigo Ridge during discussions that the agency considered the firm’s price to be “significantly higher than the Government’s expectations.” *Id.* at 7-8 (quoting AR, Tab 16, Indigo Ridge Evaluation Notice at 2).

After the agency concluded discussions with each offeror, Indigo Ridge and SOF Landing submitted timely final revised proposals, which the agency evaluated as follows:⁵

	Technical Capability	Price	Price Reasonableness
SOF Landing	Acceptable	\$24,329,468	Reasonable
Indigo Ridge	Acceptable	\$55,345,523	Unreasonable

AR, Tab 26, Source Selection Evaluation Board (SSEB) Report at 27.

As relevant to this protest, the agency determined that SOF Landing’s proposal was acceptable under the technical capability factor. *Id.* at 14. In this regard, the agency determined that SOF Landing’s facilities were “compliant with Title 9 CFR, Chapter 1, Part 3, subpart F, paragraphs 3.125 through 3.142, and USDA regulations” and that SOF Landing’s facilities are “capable of housing a minimum of 500 animals and comply with quarantine requirements[.]” *Id.* For the USDA license criterion, the agency determined that SOF Landing’s proposal was acceptable because SOF Landing “possesses a current USDA Class B license[.]” *Id.*

On February 25, the agency awarded the contract to SOF Landing as the acceptable offeror with the lowest price. COS at 9. That same day, the agency notified Indigo Ridge of the agency’s decision. *Id.*; AR, Tab 31, Indigo Ridge Unsuccessful Offeror Letter at 1. After Indigo Ridge timely requested and received a debriefing, it filed this protest with our Office.

⁵ Though not at issue in this protest, both offerors’ proposals were also evaluated as “[a]cceptable” under the past performance factor. AR, Tab 26, SSEB Report at 27.

DISCUSSION

Indigo Ridge contends that the agency should have evaluated SOF Landing's proposal as unacceptable because the awardee does not have a USDA license allowing it to handle and store up to 500 animals. We have reviewed all of the protester's allegations, and although we do not address all arguments in detail below, we conclude that none provides us with a basis to sustain the protest.⁶

Abandoned Protest Arguments

In addition to challenging the agency's evaluation of SOF Landing's proposal, Indigo Ridge's initial protest argued that the agency miscalculated the protester's price as

⁶ For example, in a supplemental protest filing, Indigo Ridge suggests that SOF Landing has an organizational conflict of interest (OCI). In this regard, Indigo Ridge notes that the awardee's proposal stated that SOF Landing's chief executive officer is married to a former JSOMTC senior enlisted advisor, which Indigo Ridge asserts is a "perceived" OCI. Comments & Supp. Protest at 4. Alternatively, Indigo Ridge suggests that the agency's "actions and bent in favor of SOF Landing could be deemed as bias[.]" *Id.* at 4 n.1.

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 be legally sufficient. 4 C.F.R. §§ 21.1(c)(4) and (f). The identification of conflicts of interest is a fact-specific inquiry where a protester must provide "hard facts" that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *Eagle Techs., Inc.*, B-420135, *et al.*, June 22, 2022, at 4-5. Moreover, because government officials are presumed to act in good faith, allegations of bias or bad faith must be supported by convincing proof beyond mere inference and innuendo. *Oready, LLC*, B-423524.2, Aug. 13, 2025, at 4.

Here, Indigo Ridge states that it "appears [the senior enlisted advisor] has no role on the contract" but still suggests that the inclusion of his name in SOF Landing's proposal "appears to be SOF Landing's clumsy attempt to ingratiate itself with the tight-knit Special Operations community." Comments & Supp. Protest at 4. Indigo Ridge fails to identify any hard facts supporting the existence of an OCI, convincing evidence of bias, or allege any cognizable agency error, however. As a result, we dismiss Indigo Ridge's allegation as legally insufficient because Indigo Ridge fails to sufficiently allege improper agency action or support its allegation with any evidence. 4 C.F.R. §§ 21.1(c)(4), (f); *ICI Servs. Corp.*, B-418255.5, B-418255.6, Oct. 13, 2021, at 19 (dismissing allegation where the protester "speculate[d] that an unequal access to information-OCI may exist" and failed to allege any "hard facts"); *see also enrGies, Inc.*, B-408609.9, May 21, 2014, at 6-8 (dismissing allegations concerning agency bias because protester failed to support allegations with convincing evidence). We likewise note that despite this legally insufficient allegation, the agency conducted an investigation and concluded that no actual or potential conflict of interest had any impact on this procurement. AR, Tab 38, OCI Determination and Findings at 1-5.

unreasonable. Protest at 3. The protester also argued that the agency engaged in misleading discussions by failing to provide “meaningful feedback” on Indigo Ridge’s price proposal. *Id.* at 4. In response to these allegations, the agency provided our Office and Indigo Ridge with a detailed agency report. COS at 11-17; MOL at 20-25. The protester’s comments on the agency report did not address or rebut the agency’s responses to these arguments, however. See *generally* Comments & Supp. Protest. Our Bid Protest Regulations provide that our Office will dismiss allegations where an agency provides a response to a protester’s assertions and the protester then fails to rebut or otherwise substantively address the agency’s arguments in its comments. 4 C.F.R. § 21.3(i)(3); *Excelsior Def., Inc.*, B-423106, Jan. 16, 2025, at 3 n.3. As a result, we dismiss Indigo Ridge’s allegations in this regard as abandoned and do not discuss them further.

Licensing

We turn next to the protester’s contention that the agency should have determined that SOF Landing was “unqualified,” and its proposal unacceptable, under the terms of the solicitation.⁷ Specifically, Indigo Ridge asserts that SOF Landing is unqualified because the solicitation required “a license to handle and store up to 500 animals,” but the USDA license that SOF Landing submitted with its proposal indicated that it is authorized to handle and store a maximum of 200 animals. Protest at 3.

The agency responds that Indigo Ridge’s interpretation of the solicitation is unreasonable because the evaluation criteria did not require an offeror to submit a license showing it was authorized to handle and store up to 500 animals. MOL at 15. The agency asserts that Indigo Ridge’s argument conflates two distinct solicitation requirements: (1) a USDA Class A or Class B licensing requirement; and (2) a requirement that offerors submit “diagrams, written descriptions and photos” of all animal facilities, which the agency would evaluate to determine if the facilities are “capable” of housing a minimum of 500 animals. *Id.* at 16; COS at 11-12. The agency contends that the conflation of these requirements infers a USDA licensing requirement that is inconsistent with the plain language of the solicitation. Finally, the agency maintains that it evaluated SOF Landing’s Class B USDA license and its proposed facilities consistent with the terms of the solicitation and reasonably concluded that the proposal satisfied each solicitation requirement. MOL at 15-20; COS at 11-13.

⁷ Although Indigo Ridge’s price proposal was evaluated as unreasonably high, and is thus unawardable, Indigo Ridge remains an interested party to challenge the agency’s evaluation of SOF Landing’s proposal because there were no other offerors and the protester has asserted that SOF Landing is ineligible under the terms of the solicitation. See *REEL COH Inc.*, B-418095, B-418095.2, Jan 10, 2020, at 5-7 (finding a protester with an unawardable proposal to be an interested party to challenge the eligibility of the awardee because, if successful, both proposals would be unawardable and our Office would likely recommend reopening the competition or re-soliciting the requirement).

Where a dispute exists as to a solicitation's actual requirements, we will first examine the plain language of the solicitation. *Bowhead Logistics Mgmt., LLC*, B-424143; B-424143.2, Mar. 17, 2026, at 8. Where a protester and an agency disagree over the meaning of solicitation language, we will resolve the matter by assessing whether each posited interpretation is reasonable. *YWCA of Greater Los Angeles*, B-414596.7, B-414596.8, Mar. 11, 2019, at 6. To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.*

We find that Indigo Ridge's interpretation of the RFP's licensing requirement is unreasonable and inconsistent with the plain language of the solicitation. Reading the solicitation as a whole to give effect to all provisions, we see no requirement that an offeror have "a license to handle and store up to 500 animals" to be eligible for award. Instead, as noted above, the evaluation criteria outlined two distinct requirements: (1) a requirement to submit either a USDA Class A or Class B license, which the agency would evaluate to ensure the license was "current and in good standing," and (2) a requirement that an offeror submit "diagrams, written descriptions and photos" of all animal facilities, which the agency would evaluate to determine if the facilities are "capable of housing a minimum of 500 animals and comply with quarantine requirements." RFP at 70, 72, 76.

Despite the protester's assertions, we see no requirement in the solicitation indicating an offeror must *also* possess a USDA Class A or Class B license showing current authorization to handle and store a minimum of 500 animals. Rather, separate and apart from the evaluation of the offeror's USDA license, the solicitation explained that the agency would evaluate whether an offeror's facilities were "capable" of housing a minimum of 500 animals. RFP at 76. The solicitation indicated that the agency would evaluate this capability by reviewing the offeror's "diagrams, written descriptions and photos of all animals (including quarantine) facilities"--and did not state that the agency would evaluate whether the offeror's USDA license authorized the offeror to house up to 500 animals in these facilities. *See id.* In short, we see no support for the protester's argument in the text of the solicitation. Moreover, Indigo Ridge's argument would render superfluous the specific solicitation language detailing the manner in which the agency intended to assess the capabilities of offerors' facilities. *DynCorp Int'l, LLC*, B-417611.7, *et al.*, Sep. 24, 2020, at 8-9 (rejecting a protester's interpretation of the evaluation criteria as requiring the agency to evaluate the entirety of a performance work statement subsection where solicitation specified the specific elements the agency would evaluate). We thus agree with the agency that the protester's argument reads an unstated requirement into the solicitation by conflating the USDA licensing requirement with the separate evaluation criterion assessing offerors' facility capacity. Because Indigo Ridge's allegation relies on an interpretation of the solicitation that is not reasonable, we deny this allegation. *See YWCA of Greater Los Angeles, supra.*

Additionally, the protester contends that because the solicitation required offerors to demonstrate the ability to store up to 500 caprines at any given time, and also required the quarantine facility to be the same location stated in the USDA license, "[t]aken together, this means that the [c]ontractor must have a USDA Class A or B license that

allows it to handle up to 500 caprines.” See Protest at 3-4. Consequently, Indigo Ridge maintains that the agency should have “deemed SOF Landing unqualified” because SOF Landing’s Class B USDA license indicated it is only authorized to store and hold a maximum of 200 animals. *Id.*

We are not persuaded by the protester’s contention that the requirement for the quarantine facility to be at the location stated in the USDA license imposed an additional requirement that an offeror be licensed to handle and store up to 500 animals. See Protest at 3-4. The protester’s argument appears to suggest that to comply with quarantine procedures, the offeror’s quarantine facility must hold at least 500 animals. See *id.* Based on this premise, the protester argues that because the quarantine facility must also be at the location of the USDA license, the agency was obligated to reject SOF Landing’s proposal as ineligible because its Class B USDA license indicated that SOF Landing is only presently authorized to handle a maximum of 200 animals. See *id.* We see no support for this argument in the record before us.

As an initial matter, we see nothing in the solicitation’s SOW (nor has the protester identified anything) requiring an offeror’s quarantine facility to be capable of housing 500 animals to comply with the solicitation’s quarantine procedures. Nor does the evaluation criteria include any such requirement. Instead, the evaluation criteria specified that “all animals (including quarantine) facilities will be evaluated to determine whether they are capable of housing a minimum of 500 animals and comply with quarantine requirements.” RFP at 72, 76. Reading the solicitation as a whole, including the SOW requirement that the contractor “shall maintain an adequate storage space for a maximum of 500 [] caprines,” *id.* at 30, we agree with the agency that the evaluation criteria intended to assess whether the offerors’ facilities, in total, are capable of housing a minimum of 500 animals.

Moreover, even if we adopted the protester’s premise that the quarantine facility must itself house a minimum of 500 animals, we would still see no support for Indigo Ridge’s primary contention that to be eligible for award, offerors were required to submit a license showing authorization to handle and store up to 500 animals. As discussed above, Indigo Ridge’s argument conflates two distinct evaluation requirements and reads an unstated licensing requirement into the solicitation, which we find to be an unreasonable interpretation. Our analysis concluding that the RFP did not require a USDA license showing authorization to handle and store up to 500 animals is unaffected by whether the solicitation separately required the agency to assess whether the quarantine facility was capable of housing 500 animals--as opposed to assessing the capabilities of an offerors’ combined facilities. In short, we see no relevant connection between the evaluation criteria and the SOW requirement that the quarantine facility be at the location identified in an offeror’s USDA license.

Based on our review of the record, the agency’s evaluation of SOF Landing’s proposal was reasonable and consistent with the solicitation. In this regard, SOF Landing submitted a USDA Class B license with its proposal, and the agency determined that SOF Landing’s license was current and in good standing. AR, Tab 10, SOF Landing

Proposal Vol. 1 at 9; AR, Tab 26, SSEB Report at 14. The record also demonstrates that SOF Landing's proposal provided diagrams, written descriptions, and photos of its facilities, showing "sites [that] collectively provide over 500 acres of USDA-licensed, purpose-built agriculture land and enclosed structures" that are "capable of housing a minimum of 500 caprine[s] simultaneously without crowding[.]" AR, Tab 11, SOF Landing Proposal Vol. 2 at 8-9. The agency evaluated SOF Landing's facilities as compliant and acceptable under all RFP criteria and "capable of housing a minimum of 500 animals and comply with quarantine requirements[.]" AR, Tab 26, SSEB Report at 14. On this record, we see no basis to question the agency's judgment.⁸

Moreover, to the extent that Indigo Ridge's various arguments suggest that SOF Landing could receive a delivery order that requires SOF Landing to obtain a new license to handle and store additional animals beyond the authorization reflected in its USDA Class B license, such an argument implicates a matter of contract administration, which our Office does not review.⁹ See 4 C.F.R. § 21.5(a); see also *UniEnergy Co., Ltd.*, B-415111.8, B-415111.9, Feb. 13, 2018, at 8 n.5 (noting that a contractor's ability to maintain the ongoing validity of the license is a matter of contract administration that our Office does not review as part of our bid protest function).

⁸ The protester also asserts that the agency should have rejected SOF Landing's proposal for including a "[m]aterial [m]isstatement." Comments & Supp. Protest at 2-5. Specifically, Indigo Ridge states that SOF Landing submitted a proposal that relied on the use of a teaming partner's facilities--but the proposal did not also include the teaming partner's USDA license showing its teaming member is authorized to handle and store up to 500 animals. *Id.* at 3-4. The protester contends that by submitting a proposal indicating its (unlicensed) subcontractor is qualified to handle and store animals, SOF Landing "materially misrepresented" its subcontractor's capabilities and "improperly influenced the agency's evaluation." See *id.* at 4.

The agency responds by noting that the solicitation only required the offeror, *i.e.*, the prime contractor, to submit a valid Class A or Class B USDA license. Supp. COS/MOL at 11-15. Thus, the agency contends that Indigo Ridge's argument again misconstrues the evaluation criteria by seeking to impose a licensing requirement that has no basis in the solicitation. *Id.* After the agency submitted a supplemental agency report responding to this allegation, the protester failed to respond in its supplemental comments. See *generally* Supp. Comments. We thus consider Indigo Ridge to have abandoned the allegation that SOF Landing's proposal included a material misstatement and we therefore dismiss this allegation. 4 C.F.R. § 21.3(i)(3); *Excelsior Def., Inc.*, *supra*.

⁹ Indigo Ridge's arguments that SOF Landing is not qualified to perform the work called for by the RFP could also be construed as a challenge to an agency's affirmative responsibility determination, which our Office generally does not review except in circumstances not alleged or demonstrated here. See 4 C.F.R. § 21.5(c); *United Segurança, Ltda.*, B-294388, Oct. 21, 2004, at 4.

As a final matter, although Indigo Ridge's initial protest was filed on March 9, the protester raised an alternative argument on March 20 challenging the agency's evaluation of SOF Landing's USDA license and facilities. Specifically, Indigo Ridge argued that because the solicitation required the agency to assess whether proposed facilities are compliant with "all applicable USDA regulations as specified in the SOW," the agency failed to reasonably evaluate SOF Landing's compliance with 9 C.F.R. § 2.1(b)(2), which provides:

Licenses authorize increments of 50 animals on hand at any single point in time during the period of licensure. A licensee must obtain a new license before any change resulting in more than the authorized number of animals on hand at any single point in time during the period of licensure.

Indigo Ridge contends that this regulation indicates that SOF Landing's facilities are not capable of housing more than the 200 animals permitted under its USDA license because "USDA regulations [] clearly limit a licensee's ability to house animals to the authorized number" stated on its USDA license. Protester Opp. to Req. for Dismissal at 2-4; Comments & Supp. Protest at 1-3.

We dismiss this allegation as untimely. Our regulations contain strict rules for the timely submission of protests. 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). Where a protester initially files a timely protest, and later supplements it with independent grounds of protest, the later-raised allegations must independently satisfy the timeliness requirements. *Savvee Consulting, Inc.*, B-408416.3, Mar. 5, 2014, at 5. Our regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *BluePath Labs, LLC--Costs*, B-417960.4, May 19, 2020, at 6. Our Office will therefore dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. 4 C.F.R. § 21.2(a)(2); see, e.g., *KE Sys. Servs., Inc.*, B-423881, et al., Dec. 22, 2025, at 4.

Here, after Indigo Ridge received its post-award debriefing on March 3, it filed its initial protest with our Office on March 9 alleging that the agency failed to reasonably apply the solicitation's licensing requirement when evaluating SOF Landing's proposal. Protest at 2; COS at 9-10. On March 17, the agency requested dismissal of the protest and argued that Indigo Ridge misstated the solicitation criteria when the protester argued that the RFP required a USDA license authorizing the contractor to handle and store up to 500 animals. See Agency Req. for Dismissal at 7-9. On March 20, Indigo Ridge responded to the agency's dismissal request by raising, for the first time, the above argument contending that SOF Landing's proposal failed to comply with 9 C.F.R. § 2.1(b)(2). This argument relies on the solicitation language, the text of the regulation,

and the information that Indigo Ridge received in its debriefing; the protester thus had all the information it needed to raise this allegation after receiving its debriefing on March 3. Accordingly, to be timely, Indigo Ridge should have raised this argument on or before March 13, *i.e.*, within 10 days from the date the firm received its required debriefing. 4 C.F.R. § 21.2(a)(2). Because Indigo Ridge waited until March 20 to raise this alternative legal argument, we dismiss the allegation as untimely. *Booz Allen Hamilton, Inc.*, B-421252.3, B-421252.5, May 19, 2023, at 7 (dismissing allegation as untimely piecemeal presentation of issues because the protester knew or should have known the factual basis for its argument that the agency applied an incorrect legal standard when it filed its protest).

Even if we were to consider the merits of this allegation, however, we would find no basis to sustain Indigo Ridge's protest. The regulation cited by Indigo Ridge simply states the relevant USDA licensing requirement and describes when a licensee must obtain a new license to be authorized to have additional animals on hand. See *generally* 9 C.F.R. § 2.1(b)(2). As noted above, the solicitation did not require a USDA license providing prior authorization to handle and store 500 animals. Moreover, to the extent that Indigo Ridge contends that SOF Landing may violate USDA licensing regulations by holding more animals than authorized, such an issue implicates a matter of contract administration, which our Office does not review. 4 C.F.R. § 21.5(a); *UniEnergy Co., Ltd., supra*.

We deny the protest.

Edda Emmanuelli Perez
General Counsel