



Decision

Matter of: CVJV LLC

File: B-424437; B-424437.2

Date: July 21, 2026

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Brian Weber, Esq., and Wade L. Brown, Esq., Department of the Army, for the agency.
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participated in the preparation of the decision.

DIGEST

Protest challenging the agency's decision to exclude the protester's expired proposal from the competition is denied where the record shows that the agency never received an email from the protester extending the proposal acceptance period.

DECISION

CVJV, LLC, a small business of Duxbury, Massachusetts, protests the award of several multiple-award task order contracts (MATOCs) under request for proposals (RFP) No. W911QY-25-R-0003, issued by the Department of the Army, Army Contracting Command, for construction services in support of the Natick Soldier Systems Center located in Natick, Massachusetts. The protester challenges the agency's decision to exclude its proposal from the competition.

We deny the protest.

BACKGROUND

On May 14, 2025, the agency issued the RFP, pursuant to the procedures of Federal Acquisition Regulation (FAR) parts 15 and 16, for a MATOC to provide various types of general, construction-related work. Agency Report (AR), Tab 1, RFP at 1;¹ Contracting

¹ Citations to the record refer to the documents' PDF pagination. The agency amended the RFP nine times; all citations to the RFP in this decision refer to the conformed version of the solicitation, issued on July 2, 2025.

Officer's Statement (COS) ¶ 1.² The RFP contemplated the award of up to ten MATOCs, each with a 5-year ordering period and a 3-year option ordering period. RFP at 1; COS ¶ 2. The combined ceiling value of the MATOCs is \$99 million. COS ¶ 2. The solicitation required all proposals to be submitted electronically via email to the contracting officer and the contracting specialist. RFP at 9.

The Army received multiple proposals—including the proposal submitted by CVJV—prior to the RFP's July 14 closing date, and the agency evaluated the offerors' proposals, established a competitive range, and opened discussions. See COS ¶ 5; Supp. Protest at 3. On January 20, 2026, the Army emailed CVJV, advising the firm that its proposal had been selected for inclusion in the competitive range, and provided CVJV with several evaluation notices. AR, Tab 3, Competitive Range Notice at 1. The agency asked CVJV to respond to the evaluation notices, and the agency wrote: "[a]dditionally, as the proposal validity expires on 23 January 2026, please advise within the email response if your company is amenable to extending the validity of the proposal by 60 calendar days. This would extend the offer validity to 24 March 2026." *Id.* at 2. The Army asked CVJV to respond no later than 1 p.m. Eastern Time on January 30.³ *Id.* at 1.

The protester reports, and the agency does not dispute, that prior to the January 30 response deadline, CVJV sent the Army an email stating that it agreed to extend the proposal acceptance period by 60 days to March 24, and providing responses to the discussion items. Protest at 2; Protest, attach. A, CVJV Email to Army at 1; Memorandum of Law (MOL) at 8. According to CVJV, it first learned, on April 21, that the Army had not received CVJV's email when the agency sent CVJV a letter stating that the firm was "not the successful offeror due to CVJV's failure to participate in

² On May 15, 2026, before the deadline for the submission of the agency report, the agency filed a memorandum styled as a request for summary dismissal. After reviewing the agency's submission, we advised the parties that the Army's filing had the hallmarks of an agency report arguing the merits of the protest issues, and we afforded the agency the option to treat its submission as its report, and it elected to do so. GAO Notice to the Parties, May 18; Resp. to GAO Notice. Accordingly, we refer to the document submitted as the summary request for dismissal as the memorandum of law, to documents submitted with the request for dismissal as tabs to the agency report, and to the contracting officer's affidavit accompanying the request for dismissal as the contracting officer's statement.

³ The agency states that CVJV was one of 16 offerors that received a competitive range notice on January 20, and all of the other offerors submitted timely responses. Supp. COS ¶¶ 1-2. The contracting officer states that on March 5, the Army asked the 15 offerors that participated in discussions to submit final proposal revisions and extend the validity of their proposals through April 11, and all of the offerors provided timely responses. *Id.* ¶ 5. Subsequently, on April 3, the Army asked the offerors to extend the validity of their proposals to April 30, and all offerors provided timely responses. *Id.* ¶ 6.

discussions and extend the proposal's acceptance period as requested by the Government.”⁴ Protest at 2; Protest, attach B, Unsuccessful Offeror Notice at 1. The agency wrote that the Army never received a response to the competitive range notice, and because CVJV did not respond, the firm's proposal expired, and the agency did not take any further actions with the proposal. *Id.*

On April 22, CVJV emailed the agency, stating that the “exclusion was based on a factual error” because “CVJV, LLC submitted a complete and timely response on January 30.” AR, Tab 4, Agency-Level Protest at 2.⁵ Subsequently, on April 23, the Army began an investigation to determine whether CVJV's email agreeing to extend the proposal acceptance period was received by the agency prior to the response deadline. COS ¶ 12.

The Army engaged the Defense Information Systems Agency and the U.S. Army Network Enterprise Technology Command in the investigation. COS ¶ 12. The Army's investigation found that CVJV's email extending the proposal acceptance period reached the agency's enterprise email secure gateway (EEMSG), it was delivered to an Army mail transfer agent (MTA),⁶ and it was queued for delivery, but the email never reached the contracting officer's inbox.⁷ *Id.* ¶ 13; Supp. COS ¶ 2; AR, Tab 5, EEMSG

⁴ The agency states that it awarded the MATOC contracts on April 20, and award notices were sent on April 22. Supp. COS ¶¶ 10, 13. The contracting officer states that although “[t]he release of the solicitation, [the] evaluation and award were conducted using the procedures of unrevised FAR text codified at 48 CFR chapter 1,” the Army “elected to cite to the Revolutionary FAR Overhaul” when issuing award notices because “award was announced after the March 16, 2026 effective date of the [Department of Defense] Class Deviation.” *Id.* ¶ 14. To resolve this protest, we need not discuss any differences between the FAR clauses and provisions cited in the RFP, and the Revolutionary FAR Overhaul provisions cited in the award notices. We note the inconsistency here to apprise the agency of the need to ensure consistency between the provisions and clauses cited in a solicitation, and those cited in the evaluation and award documents.

⁵ Although the protester did not identify the April 22 email as an agency-level protest, the agency considered the email to constitute an agency-level protest. See COS ¶ 8; AR, Tab 4, Agency-Level Protest at 1.

⁶ The agency states that an MTA “is software running on a mail server that receives messages from mail user agents or other MTAs and either forwards them to another MTA or, if the recipient is on the MTA, delivers the message to the local delivery agent (LDA) for delivery to the recipient.” MOL at 8 n.8.

⁷ CVJV intended to send the email extending the proposal acceptance to the contracting officer and the contracting specialist, but CVJV misspelled the email address for the contracting specialist. Comments at 6; Protest, attach. A, CVJV Email to Army at 1; MOL at 8. The Army investigated the transmission of CVJV's email to the contracting
(continued...)

Responses at 1-2; AR, Tab 7, Decl. of Forensic Analyst ¶ 5; see also Supp. MOL at 9-10.

On April 24, prior to the completion of the agency's investigation, CVJV filed this protest.

DISCUSSION

CVJV contends that the agency's decision to exclude the protester's proposal from the procurement was improper because CVJV submitted a timely response to the competitive range notice, agreeing to extend the proposal acceptance period. Protest at 2-3. The protester also asserts that the Army impermissibly failed to request a final proposal revision from CVJV.⁸ Supp. Protest at 6. The Army responds that it reasonably eliminated CVJV's proposal from the competition because the agency did not receive the protester's response to the competitive range notice, and the firm's proposal expired. MOL at 8-9. In addition, the agency argues that it reasonably did not solicit a final proposal revision from CVJV because the firm's proposal had expired. Supp. MOL at 4-5.

A solicitation's minimum acceptance period is a material requirement. *Cydecor, Inc.*, B-418165.5, Mar. 26, 2021, at 3; *Emagine IT, Inc.*, B-416344.3 *et al.*, Dec. 21, 2018,

(...continued)

specialist and determined that the email was "bounced . . . due to an unknown address error," and the agency's system does not send non-delivery receipts. AR, Tab 5, EEMSG Responses at 1.

⁸ In filing and pursuing this protest, CVJV has made arguments that are in addition to, or variations of, those discussed below. While we do not address every issue raised, we have considered all of the protester's arguments and conclude that none furnishes a basis on which to sustain the protest. For example, the protester contends that the agency's email system experienced a systemic failure. Supp. Protest at 8-9; Supp. Comments at 11-12. We have stated that a finding that a proposal or quotation was not received due to a "systemic failure" requires more than "the occasional negligent loss" of a proposal or quotation. *Federal Acquisition Servs. Team, LLC*, B-410466, Dec. 31, 2014, at 4. While it is unfortunate, we have recognized that even with appropriate procedures in place, an offer or quotation can be lost or misplaced. *AttainX, Inc.*, B-420313, Jan. 31, 2022, at 7. In such cases, we have concluded that a protester is not entitled to relief absent evidence of a conscious or deliberate effort by contracting personnel to prevent selection of that firm, or when the record demonstrates that the loss was not an isolated incident. *Id.* Here, there is no indication in the record that other offerors experienced similar problems. Rather, as noted above, the Army states that responses were received from every other offeror in the competitive range. Supp. COS ¶ 2. Furthermore, there is no evidence of a deliberative effort to prevent the selection of CVJV's proposal. Accordingly, we reject the protester's argument that a systemic failure prevented the receipt of CVJV's email.

at 4. An offeror's compliance with a solicitation's acceptance period is required so that all offerors share the same business risks of leaving their proposals open for acceptance by the government for the same amount of time. *Cydecor, supra*.

We have long recognized that when an agency requests that an offeror extend its acceptance period, it is the responsibility of each offeror that desires to extend its acceptance period to communicate assent, either by ensuring that the agency receives an express extension or by conduct from which the agency can infer the offeror's intent. *Emagine IT, supra*. Additionally, our Office has explained that the burden of ensuring agency receipt of the extension is on the offeror. *Western Star Hosp. Auth., Inc.*, B-414198.2, B-414198.3, June 7, 2017, at 8.

In addition, our Office has stated that it is an offeror's responsibility to deliver its proposal to the proper place at the proper time, and the protester has the burden to show that it timely delivered its proposal to the agency at the specified address. *Ace Elecs. Def. Sys., LLC*, B-420863, Sept. 2, 2022, at 3; *see also Guidehouse Inc.*, B-422115.2, Jan. 19, 2024. Moreover, we have found that it is an offeror's responsibility to ensure that an electronically submitted proposal is received by--not just submitted to--the appropriate agency email address prior to the time set for closing. *Ace Elecs., supra* at 3-4; *Washingtonian Coach Corp.*, B-413809, Dec. 28, 2016, at 3-4; *Latvian Connection Trading & Constr., LLC*, B-402410, Feb. 25, 2010, at 2. An agency is not required to consider a proposal where there is no evidence that the proposal was actually received by the agency. *Guidehouse, supra*.

On this record, we find that the Army reasonably excluded the protester's proposal from the competition on the basis that CVJV's proposal had expired. As noted above, when the agency sent CVJV the competitive range notice, the agency wrote that the protester's proposal would expire on January 23, and the Army asked CVJV to extend the proposal acceptance period by 60 days. AR, Tab 3, Competitive Range Notice at 2. The agency directed CVJV to respond no later than 1 p.m. on January 30. *Id.* at 1. The protester has not established that the contracting officer received CVJV's email agreeing to extend the validity of CVJV's proposal prior to the response deadline. Rather, the record demonstrates that CVJV's email reached the EEMSG, but the email never reached the contracting officer's inbox.⁹ COS ¶ 13; Supp. COS ¶ 2; AR, Tab 5, EEMSG Responses at 1-2; AR, Tab 7, Decl. of Forensic Analyst ¶ 5.

Moreover, contrary to the protester's position, the transaction log that CVJV provided to support its arguments is not evidence that "the email either got to the contracting officer's inbox, or it was deleted or moved." Comments at 7; Protest, attach. C,

⁹ We note that the protester does not dispute that receipt of the email is dispositive with respect to this protest allegation. Comments at 6 ("To sustain the initial protest, the record must demonstrate that the contracting officer received protester's email response to the agency's [evaluation notices] and request to extend its proposal validity by January 30, 2026, 1pm EST deadline.").

Transaction Log. Instead, as the agency states, the transaction log indicates that the email was sent--it does not demonstrate that the contracting officer received CVJV's email. Supp. MOL at 8-9. Here, because the record demonstrates that the Army did not receive CVJV's email, the acceptance period for the protester's proposal expired on January 23.¹⁰ See *Ace Elecs.*, *supra* at 3 (agency was not required to consider proposal where there was no evidence it was received by the agency). Given that CVJV's proposal expired, the Army reasonably eliminated the proposal from the competition.

We turn next to the protester's contention that the agency failed to solicit a final proposal revision from CVJV. Supp. Protest at 6-7; Supp. Comments at 5-7. The protester asserts that the agency never removed CVJV's proposal from the competitive range, and as a result, the agency was required to ask CVJV for a final proposal revision, regardless of whether the Army received CVJV's email agreeing to extend the proposal acceptance period. Supp. Protest at 6-9. The Army responds that CVJV was not entitled to submit a final proposal revision because "an expired proposal cannot be awarded a contract." Supp. MOL at 6.

In these circumstances, we find no basis to object to the agency's decision to refrain from soliciting a final proposal revision from CVJV. As noted above, when an agency requests that an offeror extend its acceptance period, it is the offeror's responsibility to communicate assent, either by ensuring that the agency receives an express extension or by conduct from which the agency can infer the offeror's intent.¹¹ *Imagine IT*, *supra*; *Western Star Hosp.*, *supra*. Here, the agency did not receive CVJV's express

¹⁰ As a corollary argument, CVJV asserts that the agency's "investigation produces more questions than answers," and complains that the Army failed to adequately investigate why CVJV's email extending the acceptance period for its proposal was not delivered to the contracting officer. Comments at 8; Supp. Comments at 13-14. We find no basis to object to the agency's investigation. As noted above, the Army engaged the Defense Information Systems Agency and the U.S. Army Enterprise Technology Command, and two subject matter experts investigated what transpired with respect to CVJV's email. COS ¶ 12; AR, Tab 5, EEMSG Responses; AR, Tab 7, Decl. of Forensic Analyst. As also noted above, while the loss of an offer or email is unfortunate, it is not unheard of, and uncertainty about the disposition of a missing email does not provide a basis to sustain a protest. See *Guidehouse*, *supra* at 4-5 (denying protest where the agency was unable to determine the final disposition of the protester's emails submitting its quotation).

¹¹ In this regard, in rare instances, agencies may infer an extension of an offer acceptance period, where the offeror has taken some affirmative step that provides clear evidence of its intent to extend, and the contracting agency has been fully aware of this action. *Cydecor*, *supra* at 4. For example, an offeror that pursues a protest with our Office (or with the agency) provides evidence of its intent to extend its offer acceptance period and to be bound by the offer if the protest were sustained. *Id.*

extension, as the Army did not receive CVJV's email agreeing to extend the proposal acceptance period. In addition, the protester has not identified any conduct from which the Army should have inferred CVJV's intent to extend the proposal acceptance period or its intent to continue its participation in the procurement. The agency states that after sending the protester the competitive range notice on January 20, the agency was not contacted by CVJV regarding the procurement until the agency notified CVJV of its exclusion from the competition on April 22. Supp. COS ¶ 3. CVJV did not take any affirmative steps that provided clear evidence of its intent to extend the proposal acceptance period or continue in the competition. In these circumstances, we find the agency reasonably did not solicit a final proposal revision from CVJV.¹²

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹² In this respect, we reject the protester's argument that the agency was required to request a final proposal revision from CVJV because FAR section 15.307(b) states that "each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision," and CVJV's proposal was never eliminated from the competitive range. Supp. Comments at 8. In advancing this argument, the protester disregards FAR section 15.307(a), which provides: "[i]f an offeror[]s proposal is eliminated or otherwise removed from the competitive range, no further revisions to that offeror's proposal shall be accepted or considered." Here, although the agency did not make a second competitive range determination to formally remove CVJV's proposal from the competitive range, the Army removed CVJV's proposal from the competition because the agency did not receive any timely response to the competitive range notice and as a result, the acceptance period for CVJV's proposal expired. COS ¶ 9. On this record, we find the agency's actions were reasonable.