GAO U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Raven Advisory, LLC

File: B-424405; B-424405.2

Date: July 14, 2026

Conan J. Higgins, Esq., TSI Legal Enterprises, PC, for the protester.
Erika L. Whelan Retta, Esq., Aaron J. Weaver, Esq., and Jerome P. Duggan, Esq., Department of the Air Force, for the agency.
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging issuance of solicitation amendment is dismissed as untimely where the protest was not filed before the due date for revised quotations established by the amendment.

2. Protest challenging agency's evaluation of protester's price as unreasonable is dismissed for lack of prejudice. Even if the agency had found the protester's price to be reasonable, the protester would not have been in line for award because the solicitation provided for award to be made on a lowest-priced, technically acceptable basis and the protester did not submit the lowest-priced, technically acceptable quotation.

DECISION

Raven Advisory, LLC, a small business of Fayetteville, North Carolina, protests the award of a contract to Ragged Edge Solutions, LLC, a small business of Greenville, North Carolina, under request for quotations (RFQ) No. H92421-26-Q-E021, issued by the Department of the Air Force, United States Special Operations Command, for austere medical technician training in support of special operations forces. The protester asserts that the agency improperly issued a solicitation amendment and unreasonably evaluated Raven's price.

We dismiss the protest.

BACKGROUND

On March 3, 2026, the agency issued the RFQ as a small business set-aside using the procedures of Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) part 12 for the acquisition of commercial products and commercial services.[1] Contracting Officer's Statement (COS) at 10; Agency Report (AR), Tab 40, Conformed RFQ at 1.[2] The solicitation sought a contractor to provide austere medical technician training to non-medical service members of the special operations forces conducting sensitive activities or low-visibility operations in remote locales without developed health service support platforms. AR, Tab 12, Performance Work Statement (PWS) at 1. The solicitation contemplated award of an indefinite-delivery, indefinite-quantity contract under which fixed-price orders would be issued during a 1-year base period and four 1-year option periods. RFQ at 10-14.

The solicitation advised that award would be made using a "Best Value approach" to the quotation that "meet[s], or exceed[s], the acceptable standards of the non-price factors identified in the solicitation." *Id.* at 41. The RFQ identified the following three factors for evaluation: technical acceptability, price, and past performance. *Id.* For the non-price factors of technical acceptability and past performance, the agency would "evaluate the quote to determine if it is either Technically Acceptable or Technically Unacceptable" based on whether it "demonstrate[s] an understanding of the requirement that meets the needs of the solicitation and PWS." *Id.* The solicitation provided that price would be evaluated for reasonableness and that "[u]nreasonably high, unbalanced, inaccurate or incomplete price proposals may be the grounds for eliminating a proposal from competition." *Id.* As relevant here, the solicitation also advised that "[t]rade-offs between price and non-price factors are not permitted." *Id.*

On March 12, the agency issued a solicitation amendment, responding to vendor questions and revising unclear language in the PWS. COS at 6-7; *see generally,* AR, Tab 16, RFQ amend. 1; AR, Tab 14, Responses to Questions; AR, Tab 15, Amended PWS. By the initial quotation due date of March 16, the agency received timely submitted quotations from two offerors, Raven and Ragged Edge. COS at 6. On March 17, after the receipt of initial quotations, the agency issued a second solicitation amendment, which changed the pricing structure of the contract line item numbers (CLINs). Instead of basing pricing on the number of courses provided, it was changed so that pricing was based on the number of students the contractor taught. *Id.* at 6-7; *see generally,* AR, Tab 20, RFQ amend. 2. The amendment did not provide further

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[1] The agency has issued a class deviation and is following the RFO. Memorandum of Law at 21-22; AR, Tab 24, Department of Defense Class Deviation Memorandum 2026-O0028 at 1.

[2] Unless otherwise noted, citations to the solicitation are to the conformed RFQ provided in tab 40 of the agency report. Citations to the documents in the record are to the Adobe PDF paginations.

opportunities for vendor questions and set a due date of March 19 for the submission of conforming quotations. AR, Tab 20, RFQ amend. 2 at 2.

Both Raven and Ragged Edge timely submitted revised quotations, which were evaluated as follows:

	Raven	Ragged Edge
Technical Capability	Acceptable	Acceptable
Past Performance	Acceptable	Acceptable
Price (final)	$8,692,865	$4,685,028
Price (before CLIN amendment)	$4,849,667	$4,685,028

COS at 7; AR, Tab 27, Ragged Edge Technical Evaluation at 1; AR, Tab 29, Raven Technical Evaluation at 1; AR, Tab 31, Price Analysis at 1.

Noting that both vendors were deemed technically acceptable, the contracting officer determined that Ragged Edge was the "Best value to the government."[3] AR, Tab 32a, Contract Clearance Memorandum at 1-2. On March 25, the agency notified Ragged Edge of the award decision. COS at 9; *see* AR, Tab 33, Notice of Award at 1.

On April 2, Raven requested an update on the procurement, and the contracting officer responded the next day by providing the name of the awardee, date of award, and the total awarded price. COS at 9-10; AR, Tab 35, Raven Email, Apr. 2, 2026, at 1; AR, Tab 36, Contracting Officer Email, Apr. 3, 2026, at 1. On April 7, Raven sent another email to the contracting officer, "formally request[ing] a post-award debriefing" under section 15.506(a)(1) of the FAR. AR, Tab 37, Email Chain, Apr. 7, 2026, at 2. The contracting officer responded by email that same day, informing Raven that the debriefing procedures under FAR part 15 did not apply to this procurement because it was conducted under RFO section 12.201-1 (simplified procedures for the acquisition of commercial products and services), under which "Offerors are only entitled to a brief explanation of award, and only if requested." *Id.* at 1. The contracting officer further explained as follows:

> Ultimately, Evaluation Factor 2- Price, was determined NOT fair and reasonable pricing based on competition, Independent Government Cost Estimate, and historic/current data of the same or similar contract awards. The offerors total price evaluation was 59.92 [percent] higher than any price fair and reasonable evaluation method used. With a cost difference

[3] During the evaluation, the agency found that both vendors' quotations deviated from the solicitation's instructions: Raven's technical quotation exceeded the specified page limit; and Ragged Edge's price quotation used a Word document format rather than the table provided in solicitation form 1449. COS at 6 n.1. Determining that both instances of noncompliance were not material, the contracting officer exercised the discretion under RFO section 12.203(c)(1) to accept the noncompliant quotations. *Id.*

of this magnitude, it was determined that this offer was not Best Value to the government.

Id. On April 10, Raven filed this protest with our Office.

DISCUSSION

The protester raises a number of challenges to the agency's source selection decision. First, the protester contends that the agency engaged in a systematic pattern of bias and improper favoritism that included, among other things, failing to exercise option year contracts and failing to notify Raven of contract awards. Protest at 6-9. The protester also challenges the agency's determination that Raven's price was unreasonable, arguing that the firm's higher-priced quotation was caused by the agency's unreasonable issuance of the second solicitation amendment. *Id.* at 7. The protester further argues that the agency applied unstated evaluation criteria by using an undisclosed independent government cost estimate (IGCE) and historical procurement data in its price evaluation. *Id.* at 8. Finally, the protester asserts that the agency failed to sufficiently document its evaluation and source selection decision. 2nd Supp. Protest at 2-4. We dismiss the protest for the reasons discussed below. Although we do not specifically address every argument raised by the protester, we have considered all of them and find that they provide no basis on which to sustain the protest.[4]

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[4] For example, while the protester alleges that the agency engaged in a "systematic pattern" of bad faith by not exercising option years under prior contracts and by failing to issue timely notices, our Office has explained that government officials are presumed to act in good faith. *Cyberdata Techs., Inc*., B-417084, Feb. 6, 2019, at 6. A protester's assertion of bad faith must be supported by facts reasonably indicating, beyond mere inference and suspicion, that the actions complained of were motivated by a specific and malicious intent to harm the protester. *Lawson Envt'l Servs., LLC*, B-416892, B-416892.2, Jan. 8, 2019, at 5 n.5. Here, apart from the involvement of the same agency officials in follow-on procurement actions and the protester's disagreement with those actions, the protester offers no evidence that the agency acted in bad faith; accordingly, we dismiss this protest ground.

As another example, on May 20, 2026, Raven filed a supplemental protest raising additional challenges to the issuance of the second solicitation amendment and alleging disparate treatment. *See generally,* 1st Supp. Protest. Our Office requested that the agency file a supplemental report by close of business on May 29, and requested that the protester file comments responding to the supplemental report by the close of business on June 2. Electronic Protest Docketing System (EPDS) No. 17. The agency filed a supplemental report on May 29. EPDS No. 21. Raven, however, did not file its supplemental comments until June 3, accompanied by a request for leave to file one day out of time due to a scheduling error. EPDS No. 22. Our Bid Protest Regulations state that a protester's failure to file comments within the period of time established "shall" result in dismissal of the protest. 4 C.F.R. § 21.3(i)(2). Our Regulations do not provide exceptions to the requirement to file comments on time, and the protester here

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Second Solicitation Amendment

Several of Raven's challenges pertain to alleged defects with the issuance of the second solicitation amendment. Specifically, the protester argues that it was unreasonable for the agency to "impose[] a fundamental pricing restructuring [and] reduce[] course quantity guarantees," without an opportunity for vendor questions, and then require quotation revisions "with a 48-hour turnaround window." Protest at 8. The protester also argues that these defects "artificially advantaged any offeror"--such as the incumbent contractor--that had "pre-existing knowledge of the government's student-load expectations, IGCE benchmarks, or pricing assumptions." *Id.* The protester asserts that these improprieties in the solicitation amendment process "directly caused" Raven's price to be found unreasonable. *Id.* at 7.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. *Legal Interpreting Servs., Inc.*, B-422536 *et al.*, July 24, 2024, at 6. Relevant here, our regulations require that "alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time" for receipt of quotations following the incorporation. 4 C.F.R. § 21.2(a)(1); *Vigor Marine LLC*, B-420955.2, Oct. 31, 2022, at 4. Underlying our regulations in this regard is the principle that challenges which go to the heart of the ground rules by which a competition is conducted should be resolved as early as practicable during the solicitation process, and certainly in advance of an award decision, not afterwards. *Alamo City Eng'g Servs., Inc.*, B-422901.2, Jan. 31, 2025, at 6.

In response to the agency's request for dismissal of these allegations, the protester argues that the improprieties in the amendment process only became apparent when combined with the agency's unreasonable decision to "treat the resulting price increase as evidence of price unreasonableness," which then was used as "an elimination criterion rather than as a tradeoff factor." Comments at 4. According to the protester, the issuance of the second amendment by itself, is not the basis for its protest; rather, the amendment procedure was problematic only because the agency then chose to use undisclosed IGCE and historical data as benchmarks in the price evaluation to remove Raven's revised quotation from competition. *Id.*

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did not timely request an extension of the due date. *Primary Care Sols., Inc.*, B-418799.3, B-418799.4, Sept. 8, 2021, at 3 n.2 (dismissing supplemental protest where supplemental comments were not filed by the due date established by our Office); *see also, Aspen Consulting, LLC*, B-405778.2, Mar. 19, 2012, at 1 (protest dismissed where comments were not filed by due date). Accordingly, we dismiss Raven's first supplemental protest.

Notwithstanding the protester's assertion that it is not challenging the issuance of the second amendment, by itself, all of the aspects of the amendment challenged by the protester--the change of the pricing structure, the 48-hour response period, and the lack of opportunities for vendor questions--were apparent at the time of the amendment issuance.[5] Therefore, the time to challenge these terms of the amendment on the basis that they were unduly restrictive or otherwise unfair was prior to the due date for revised quotations on March 19. *See* 4 C.F.R. § 21.2(a)(1); *see also Worrell Contracting Co., Inc.*, B-423208, Jan. 22, 2025, at 5-6 (dismissing as untimely a protest challenging the adequacy of a notice provided for solicitation amendment where the protest was not filed before the new due date for quotations established by the amendment). Accordingly, Raven's challenge to the terms of the second solicitation amendment is untimely because it was not filed until April 10.

Price Evaluation and Documentation

The protester next challenges the agency's evaluation of Raven's price quotation, arguing that the agency applied unstated evaluation criteria in its price reasonableness determination. Protest at 7-8. Specifically, the protester contends that the agency improperly used an undisclosed IGCE and historical pricing to conclude that Raven's price was not reasonable. *Id.*; Comments at 7-9. According to the protester, Raven would have had a substantial chance of award had the agency not used this undisclosed price reasonableness methodology as "an elimination criterion rather than as a tradeoff factor." Protest at 8; Comments at 4. The protester also asserts that the agency failed to sufficiently document its price evaluation and award decision. Comments at 7; 2nd Supp. Protest at 2-4. We need not address these allegations, however, because, as discussed below, the protester has not demonstrated that it was competitively prejudiced by the agency's action.[6]

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[5] We also find, as discussed below, that the protester has not set forth sufficient factual or legal basis for its challenge to (or shown that the protester was competitively prejudiced by) the agency's use of the IGCE and historical prices in the price evaluation. Similarly, to the extent the protester is arguing that the agency improperly used the data collected from the vendors' initial quotations to restructure the pricing structure in the second solicitation amendment, we find that this argument also fails to state a sufficient basis of protest (or demonstrate competitive prejudice) as detailed below.

[6] In any event, we also find that the protester has not set forth a sufficient factual or legal basis for this protest allegation. 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), (f). This requirement contemplates 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. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. Here, the protester has provided no support for its contention that the agency's use of the IGCE and historical pricing in its price reasonableness analysis was somehow improper. In this regard, the FAR provides

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Competitive prejudice is an essential element of a viable protest. *Citizant, Inc.; Steampunk, Inc*., B-420660 *et al*., July 13, 2022, at 18. Where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *IR Techs*., B-414430 *et al*., June 6, 2017, at 12. Here, even if the agency had found Raven's price to be fair and reasonable, its higher priced quotation would not have had a substantial chance of receiving the award ahead of Ragged Edge's lower-priced, technically acceptable quotation.

As noted above, the solicitation's evaluation scheme provided for the evaluation of two non-price factors (technical capability and past performance) as acceptable or unacceptable, based on whether the relevant quotation "clearly meets the minimum requirements." RFQ at 41. Because the solicitation also expressly advised that "[t]rade-offs between price and non-price factors are not permitted," *id.*, these solicitation provisions, taken together, required that the agency make award to the vendor submitting the lowest-priced, technically acceptable quotation.

As relevant here, the agency evaluated both vendors' quotations as acceptable under the technical capability and past performance factors, and the protester has not challenged the agency's evaluation under these non-price factors. Thus, even if we were to find that the agency erred in finding the protester's price to be unreasonably high, Ragged Edge's quotation would remain in line for award as the lowest-priced technically acceptable quotation.[7]

Similarly, the protester cannot show that it was competitively prejudiced by any failure of the agency to sufficiently document its evaluation and award decision. First, while the

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specific examples of "various price analysis techniques and procedures" that can be used to ensure a fair and reasonable price. FAR 15.404-1(b)(2)(ii),(v). These include the comparison of proposed prices with an IGCE or, in an acquisition of commercial products or services (as is the case here), with historical prices paid for the same or similar items. Moreover, there is generally no requirement for an agency to provide its IGCE or historical prices to vendors. *See, e.g., Northstate Heavy Equip. Rental*, B-416821, Dec. 19, 2018, at 6 ("the agency was under no obligation to reveal its IGCE to vendors").

[7] While the protester maintains that the significant difference between its price and the awardee's price was the result of unreasonable changes implemented by the second solicitation amendment, Protest at 7, we note that Raven's quoted price *before* the issuance of the second amendment was still higher than Ragged Edge's, albeit by a smaller margin of $164,639. *See* AR, Tab 31, Price Analysis at 1. Thus, even if the agency had not issued the second solicitation amendment and Raven had not upwardly adjusted its price, Ragged Edge's quotation would still have been the lowest-priced technically acceptable quotation and entitled to award on that basis.

protester asserts that the agency failed to adequately document its price reasonableness analysis, *see* 2nd Supp. Protest at 2-4, as discussed above, the protester has failed to demonstrate that correcting any error in the agency's price reasonableness evaluation would have led to Raven being in line for award. In this regard, the agency documented its technical evaluation of the vendors' quotations showing that both vendors were found technically acceptable, as well as its price analysis showing Ragged Edge's price to be lower than Raven's. *See* AR, Tab 28, Ragged Edge Technical Evaluation at 1; AR, Tab 30, Raven Technical Evaluation at 1; AR, Tab 31, Price Analysis at 1. Similarly, in light of the solicitation provision prohibiting a tradeoff between the price and non-price factors, the protester has not shown that it was prejudiced by the agency's failure to provide more fulsome documentation of its source selection decision.[8] In sum, we find no basis to conclude that the protester was prejudiced by any lack of award or price reasonableness documentation in the record.

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

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[8] We note that the procurement here was conducted under RFO section 12.201-1, simplified procedures for the acquisition of commercial products and services, which requires minimal documentation of award. *See* COS at 10; RFO 12.204(b)(1) ("When using simplified procedures (see 12.201-1), include in the contract file a written description of the procedures used in awarding the contract and the number of quotations received."). Accordingly, the agency's award memorandum simply noted that "[b]oth [vendors] were deemed acceptable by the requiring activity" and that "Contracting evaluated the quoted price and combined the evaluations to determine Ragged Edge Solutions as Best value to the government." AR, Tab 32a, Contract Clearance Memorandum at 1-2.