U.S. GOVERNMENT ACCOUNTABILITY OFFICE

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

Comptroller General
of the United States

Decision

Matter of: Hair By Allure, LLC d/b/a Allure Rejuvenation Center

File: B-424563

Date: August 26, 2026

Mildred Thomas, for the protester.
Shawn Larson, Esq., Department of Veterans Affairs, for the agency.
Christine Martin, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the exclusion of the protester's proposal from the competitive range is denied where the record shows the exclusion was reasonable because the protester failed to acknowledge a material solicitation amendment.

DECISION

Hair By Allure, LLC d/b/a Allure Rejuvenation Center (ARC), a small business of Philadelphia, Pennsylvania, protests the exclusion of its proposal from the competitive range established under request for proposals (RFP) No. 36S79725R0002, issued by the Department of Veterans of Affairs (VA) for orthotic goods and supplies. The protester contends that the agency improperly excluded its proposal from the competitive range.

We deny the protest.

BACKGROUND

The RFP was issued on October 14, 2025, as a small business set aside and pursuant to Federal Acquisition Regulation (FAR) parts 15 and 16, to acquire orthotic softgoods and prosthetic supplies to meet veteran patient care needs. Agency Report (AR), Tab 3, RFP at 1; AR, Tab 6b, RFP, amend. 0003, Statement of Work (SOW) at ¶ B.3.1. The RFP contemplates the award of a fixed-price, multiple-award indefinite-delivery, indefinite-quantity contract to be performed over one 5-year base period and one 5-year option period. AR, Tab 6b, RFP, amend. 0003, SOW at ¶ B.3.2.

The RFP instructed offerors that their proposals were to be submitted in two volumes: Volume I – Business, and Volume II – Technical. Volume I was to include: standard form 1449,[1] acknowledgment of all amendments to the solicitation, entity identifier information, price schedule, unit issue, unit price, pricing for all sizes of products, current commercial prices, trade agreement certificates, representations and certifications, manufacturer/distributor letter of commitment, past performance information, federal supply schedule (FSS) prices,[2] subcontracting plan, sample product list, and warranty information. AR, Tab 6b, RFP, amend. 0003 at 90-93. Volume II was to include: technical proposal, product documentation, product samples, packaging information, and dealer/supplier letter of commitment. *Id*. at 93-95.

The RFP was amended four times, two of which are relevant here. On November 17, the VA issued amendment 0003, which included two new attachments, removed five, and updated six. AR, Tab 6, RFP, amend. 0003 at 1-2. The two new attachments included answers to questions submitted by offerors and quantity data for the solicited products that had not been provided previously. The agency updated existing attachments regarding the specific supplies and goods, key points of contact, minimum technical requirements, and the evaluation methodology. The agency also removed several old attachments regarding the minimum technical requirements for supplies. *Id*. at 2. On November 18, the VA issued amendment 0004, which added a new version of one attachment regarding the minimum technical requirements for the supplies. AR, Tab 7, RFP, amend. 0004 at 1-2.

After receipt of initial proposals, including one from ARC, the VA conducted discussions with all offerors in the competitive range. On February 20, the VA sent the protester a letter describing the weaknesses and deficiencies in its proposal. The letter explained that ARC's proposal was missing most of the essential components described in the instructions. Contracting Officer's Statement (COS) at 2; AR, Tab 9a, Discussions Letter at 3-4. On March 16, the agency requested final revised proposals (FPR). The letter stated in part that "[o]fferors are advised that NOT following the Instructions to Offerors in the solicitation 36S79725R0002 for their FPR's shall place an otherwise acceptable proposal in jeopardy of being excluded from the competitive range and no longer being considered for award." AR, Tab 11a, Letter Requesting FPR at 2. ARC submitted a timely FPR. COS at 2.

On May 18, the VA notified ARC that its proposal had been eliminated from the competitive range because it was technically unacceptable. AR, Tab 13a, Notice of Removal From Competition at 1. The VA stated that ARC's proposal was not submitted

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[1] Standard form 1449 is a form used by the federal government in the acquisition of commercial products and services pursuant to FAR subpart 53.212. FAR 53.212.

[2] This procurement was not conducted using the FSS, but if offerors proposed items they also provided through the FSS, they were to submit a copy of their FSS prices. AR, Tab 6b, RFP, amend. 0003 at 93.

in accordance with the RFP's instructions. *Id*. ARC requested a debriefing and the VA provided one on June 3. The debriefing stated that both volumes of ARC's proposal were labeled incorrectly and each volume lacked several essential components, including a signed copy of amendment 0003. AR, Tab 19a, Debriefing. This protest followed.

DISCUSSION

ARC primarily asserts that the agency unreasonably eliminated its proposal from the competitive range.[3] ARC contends that amendment 0003 is not material and therefore it did not need to be signed, and the agency does not identify what aspects of the amendment are material. The protester also contends that the attachments included in amendment 0003 were removed and replaced by amendment 0004, and amendment 0004 superseded the terms of amendment 0003. The protester asserts it included a signed copy of amendment 0004 in its proposal. Comments at 1-3.

The agency responds that it reasonably eliminated ARC's proposal from the competition for failing to comply with the terms of the solicitation. The agency explains that ARC's proposal failed to meet many of the requirements, including the requirement to sign amendment 0003.[4] Regarding amendment 0003, the agency contends that the amendment included many material terms, such as quantities of products for contract line items (CLIN) not previously provided and a new requirement that offerors must propose prices that are the same or equal to the prices listed for products they provide through the FSS. Therefore, the agency asserts that the amendment was material and, thus, the protester was required to sign or acknowledge amendment 0003 in its FPR to be eligible for award. The agency also responds that amendment 0004 updated only one attachment and did not otherwise supersede most of the terms in amendment 0003, such as those described above. MOL at 2-7.

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[3] ARC also asserts that the agency failed to provide the information required in the notice of exclusion pursuant to FAR subpart 15.503 and in the debriefing pursuant to FAR subpart 15.505. Comments at 5-6. Our decisions make clear that an agency's failure to comply with these FAR subparts regarding notices of exclusion from the competitive range and debriefings does not provide a basis for protest. *East Coast Flight Services, Inc.*, B-423977, Jan. 7, 2026, at 4; *Colonna's Shipyard, Inc.*, B-418896, Sept. 29, 2020, at 7 ("[T]he adequacy of a debriefing or post-award notice is a procedural matter that is not for consideration of our Office; the agency's actions after award are unrelated to the validity of the award itself.") Thus, this protest ground fails to state a valid basis of protest and must be dismissed.

[4] The agency contends that ARC's proposal failed to meet several other requirements that rendered its proposal ineligible for award, such as failing to include a sufficient letter of commitment from the manufacturer of proposed products and failing to include complete pricing information. Memorandum of Law (MOL) at 10. We need not address these arguments as we have concluded that the agency reasonably excluded the protester's proposal from the competitive range for failing to sign amendment 0003.

We find that the agency reasonably excluded ARC's proposal from the competitive range because the firm failed to include a signed copy of amendment 0003 with its FPR, which contained material terms. As a general rule, an offeror's failure to acknowledge a material amendment renders the proposal unacceptable and such proposal may not form the basis for award. *ECI Defense Group*, B-400177, B-400177.2, July 25, 2008, at 4. In determining whether an amendment is material, we look at the facts of each case. While no precise rule exists as to whether a change required by an amendment is more than negligible, such that failure to acknowledge the amendment renders the proposal unacceptable, an amendment is material where it imposes legal obligations on a party that are different from those contained in the original solicitation, or if it would have more than a negligible impact on price, quantity, quality, or delivery. *TTCC, Inc.*, B-412874, May 17, 2016, at 4; *MG Mako, Inc.*, B-404758, April 28, 2011, at 2.

Our review of the record shows that amendment 0003 contained several material terms that were not superseded by amendment 0004. For example, amendment 0003 included a new attachment, which provided a list of estimated quantities of each product that will be ordered to assist offerors in establishing volume pricing and discounts. AR, Tab 6a, RFP, amend. 0003, Questions & Answers (Q&A) at 1; AR, Tab 6c, RFP, amend. 0003, attach. Quantity Data. This information does not appear in the original solicitation and is not superseded by amendment 0004. AR, Tab 3, RFP; AR, Tab 7, amend. 0004 at 2; COS at 6. As another example, amendment 0003 stated for the first time that offerors must propose prices equal to or less than the prices they list on the FSS for any products they propose for this procurement that they also provide through the FSS. AR, Tab 6a, RFP, amend. 0003, Q&A at 16. This statement is not superseded by anything in amendment 0004. AR, Tab 7, amend. 0004 at 2.

It is apparent that these terms will have more than a negligible impact on offerors' prices. Estimated quantities provide offerors with a projection of how many of each product will likely be ordered, which in turn influences offerors' pricing strategy; namely, whether they will set their prices based on volume. Similarly, the requirement that product prices be less than or equal to FSS prices controls some portion of offerors' prices to the extent that they offer the same products on the FSS.

ARC does not meaningfully respond to the agency's explanation regarding the impact of the estimated quantities on volume pricing and discounts or the new requirement regarding FSS prices (*see* Comments *generally*). On this record, we conclude that amendment 0003 was a material amendment and the protester's failure to acknowledge the amendment rendered its proposal unacceptable. *ECI Defense Group, supra*.

The protest is denied.

Edda Emmanuelli Perez
General Counsel