



Decision

Matter of: Aim for AdVantage, LLC

File: B-424433.23

Date: August 31, 2026

Ann Marie Bryant, for the protester.

Wade L. Brown, Esq., Jonathan A. Hardage, Esq., Brittany N. York, Esq., Andrew S. Waggoner, Esq., and Adam R. Bosse, Esq., Department of the Army, 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 proposal due to purportedly undisclosed submission requirements is dismissed as an abuse of GAO's bid protest process where the protester materially misrepresented facts in its protest to our Office.

DECISION

Aim for AdVantage, LLC (AFA), a minority woman-owned small business of Bel Air, Maryland, protests "undisclosed material submission requirement[s]" in request for proposals (RFP) No. W15P7T26RA006, issued by the Department of the Army for various professional services. Protest at 7.

We dismiss the protest.

BACKGROUND

On April 1, 2026, the Army issued the solicitation seeking to award multiple indefinite-delivery, indefinite-quantity (IDIQ) contracts to establish a marketplace for the acquisition of professional services (MAPS), which will combine services currently procured under two different sets of IDIQ multiple-award task order contracts into a single procurement vehicle intended to provide "uncommon knowledge-based professional services and support [for] the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide."¹ Req. for Dismissal at 2; Req. for Dismissal, exh. 1, RFP at 2-3.

¹ Our citations use the PDF pagination of documents in the record. Our citations to the solicitation are to the final version issued via RFP amendment 10.

The MAPS solicitation establishes a scope of five “domains” covering the following technical support areas: (1) engineering, logistics and operational services; (2) research, development, test and evaluation (RDT&E) services; (3) management and advisory services; (4) emerging IT services; and (5) foundational IT services. RFP at 3. The Army “intends to make 70 awards per Domain (30 Large Businesses, 25 Small Businesses, and 15 Commercial-Sector Vendors in each)” for up to 350 awards, “but reserves the right to upward or downward adjust the number of awards without limit.” *Id.* at 243. The types of orders permitted under the awarded IDIQ contracts will include fixed price, time-and-materials, cost reimbursement, and hybrids “of all types.” *Id.* at 5. The awarded IDIQ contracts will have a base ordering period of 5-years with one 5-year optional ordering period. *Id.* at 4, 20. The maximum contract ceiling, including the optional ordering period, will be \$50 billion, and the minimum guarantee for each awarded contract will be \$100. *Id.* at 2, 29.

The solicitation provides that awards will be made to the “Highest Rated Technical Offerors” proposing fair and reasonable prices in each domain without tradeoffs between price and non-price factors. RFP at 243. The agency will use a phased and rolling evaluation process that takes into consideration offerors verified scorecards, past performance qualifying projects, price (assessed for reasonableness), and, for large business offerors, their small business subcontracting plans. *Id.* at 243-246, 256-257.

The initial solicitation established a May 1 due date for receipt of proposals, which was extended multiple times to a final due date for receipt of proposals of 12:00 p.m. Eastern Time on June 22. *Id.* at 200; Req. for Dismissal at 2-3. Relevant here, with respect to the time, date, and method of proposal submission, the solicitation specified:

Proposal submissions will be made through the Digital Market Portal.
Instructions for setting up user accounts are in Appendix A.

Proposal submission shall be no later than (NLT) 1200 Eastern Time on 22 June 2026. If a complete proposal is not submitted by this closing time, the Offeror’s proposal will not be considered for award. Due to the high volume of proposal submissions, Offerors are cautioned to take potential system limitations into account when submitting their proposal.

* * * * *

All supporting documentation submitted in response to this solicitation must be designated as Unclassified, up to and including Controlled Unclassified Information (CUI).

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If within an Offeror’s proposal, the supporting documentation is marked CUI, Offerors shall submit CUI supporting documentation exclusively through DoD [Department of Defense] Secure Access File Exchange

(SAFE) website, <https://safe.apps.mil/>. Offerors shall not submit their proposal nor non-CUI supporting documentation through DoD SAFE. Within the Offeror's proposal, if the requested supporting documentation is marked CUI, the Offeror shall annotate within the appropriate Volume and Section that the supporting documentation is marked CUI, identify what the CUI documents are, state the total page count for the CUI document(s), and confirm that these CUI documents have been submitted via DoD SAFE. Only the designated CUI documentation will be evaluated from DoD SAFE submissions. Any non-CUI files uploaded will not be evaluated.

RFP at 200-201, 203.

Further relevant here, prior to issuing the MAPS solicitation the agency held a pre-solicitation industry day meeting, during which it conducted a presentation. Req. for Dismissal at 2. Among other things, the presentation included an overview of MAPS, discussion of the draft solicitation, and discussion of the Digital Marketplace Portal ("Portal") for the submission of proposals. Req. for Dismissal, exh. 2, Industry Day Slides at 3. With respect to the Portal, the agency's industry day presentation advised prospective offerors that the Portal's "Attachments maximum file size is 5MB per Volume." *Id.* at 38. The agency later posted the slides from its industry day presentation to the System for Award Management (SAM.gov). Req. for Dismissal, exh. 15, SAM.gov Posting Screenshot at 3. The agency also informed prospective offerors of the file size limitation on the Portal itself and in response to multiple pre-proposal questions received during the MAPS solicitation's question and answer (Q&A) period. Req. for Dismissal at 9; Req. for Dismissal, exh. 14, MAPS Q&A at 8, 32, 73, 75, 78, 90, 95, 98, 153-154, 166-167, 197, 241, 247, 303 (providing responses to Q. nos. 63, 222, 538, 565, 579, 677, 723, 750, 751, 752, 1156, 1163, 1267, 1271, 1535, 1879, 1880, 1934, 2469--e.g., *id.* at 75 answer to Q. no. 565: "Offerors are responsible for compressing the files to ensure they meet the maximum requirement of 5MB.").

Between 1:36 p.m. and 1:45 p.m. on June 22, AFA submitted four proposal files containing CUI through the DOD SAFE website. Protest, exh. J, Screenshot of DOD SAFE Submission at 1; Req. for Dismissal at 4. As detailed below, AFA claims to have attempted, but was unable to submit the non-CUI portions of its proposal via the Portal also on June 22. On July 1, AFA filed an agency-level protest with the Army contesting the "undisclosed material submission requirement[s]" and "government-caused submission failure" that AFA maintains were the reason it was unable to submit a proposal. Req. for Dismissal, exh. 11, Agency-Level Protest at 1, 5. On July 6, the Army dismissed AFA's agency-level protest on two bases: (1) that AFA's agency-level protest was untimely because it challenged the terms of the MAPS solicitation after the due date for receipt of proposals; and (2) because other potential offerors have field protests in our bid protest forum challenging the terms of the MAPS solicitation. Req. for Dismissal, exh. 12, Agency-Level Protest Decision at 1-2. On July 10, AFA filed this protest with our Office.

DISCUSSION

The protester claims that, “[o]n June 22, 2026, between approximately 10:00 a.m. and 12:00 p.m. ET [Eastern Time], AFA attempted electronic transmission of its complete proposal package” via the Portal, but “[d]uring transmission, AFA encountered a system-generated-failure” and the protester was unable to submit its proposal due to “an undisclosed throughput or file transfer restriction on the Agency’s receiving infrastructure.” Protest at 6. The protester further represents that “[f]ollowing the portal failure, AFA attempted to email its proposal to the points of contact named in the RFP in five separate emails at approximately 12:00 p.m. ET,” but approximately one hour later “four of the five emails were returned as undeliverable due to size restrictions never disclosed anywhere in the Solicitation.” *Id.* Next, AFA “reduced file sizes across twenty-five individual files--a process requiring approximately one additional hour--and resubmitted.” *Id.* The protester maintains that “[a]t no point prior to encountering these failures was AFA informed of any file size or data transfer limitation by the conformed, controlling Solicitation or any of its attachments.” *Id.* The protester challenges what it characterizes as “undisclosed material submission requirement[s]” and “government-caused submission failure” that prevented AFA from submitting a timely proposal in the Portal. *Id.* at 7-8.

In support of these claims and representations, AFA submitted four exhibits. The first exhibit consists of four email notifications AFA received at 1:40-1:43 p.m. on June 22, notifying the firm that delivery of its emails to the agency had failed. Protest, exh. H, June 22 Email Delivery Failure Notifications at 1, 6, 11, 16. The second exhibit shows that at 2:12 p.m. on June 22, AFA emailed the agency stating:

My company has been unable to use the Digital Marketplace all morning due to site errors and our account being reset several times. As a last resort, we are sending the proposal via email. Our CUI has already been submitted via DOD SAFE. I understand that this email may not arrive before the closing time of the RFP, but we also understand that the contracting office has latitude to accept late entries.

Protest, exh. G, June 22-23 Email Exchange between AFA and Agency at 1. This exhibit also reflects that at 11:25 a.m. on June 23, the agency responded to AFA as follows: “The Government has investigated and confirms that the portal was fully operational and did not experience an outage or technical failure. Therefore, the proposal cannot be accepted via email.” *Id.*

The third exhibit is a list of files with the file sizes. Protest, exh. I, Screenshot of File List with File Sizes at 1. The fourth exhibit is a screenshot of AFA’s submission of four files via the DOD SAFE website, and shows that AFA began submitting the files at 1:36 p.m. and the submission completed at 1:45 p.m. on June 22. Protest, exh. J, Screenshot of DOD SAFE Submission at 1. The protester, however, did not provide any evidence to support AFA’s claim that it attempted to submit the non-CUI portions of AFA’s proposal via the Portal, nor did the firm provide any screenshots of the submission errors

allegedly encountered by AFA. For that matter, the protester did not even provide the emails that AFA claims it initially sent to the agency with its proposal that generated the delivery failure notices submitted as Protest exh. H.

The agency requests that we dismiss the protest because the record demonstrates AFA has “plead factually inaccurate, non-credible allegations which are wholly unsubstantiated by any supporting evidence in its own protest,” and such “bare and unsubstantiated allegations” are insufficient to meet the requirements of our Bid Protest Regulations. Req. for Dismissal at 5. The Army asserts that “the Agency conducted a forensic review of the actions associated with AFA’s [Portal] account” using information technology (IT) experts that disproves the protester’s factual assertions. *Id.* at 7.

The agency explains that Portal accounts are automatically locked by the system after 30 days of inactivity on an account, but that prior to a lockout occurring “the system automatically generates and sends several warning emails to the user’s registered email address.” Req. for Dismissal, exh. 7, ESD Director Decl. at 1.² Relevant here, the ESD Director attests the system sent several messages to the registered email address (proposals@aimc-us.com) with which AFA had created its account on the Portal, “warning the user that their account and password would expire,” and because AFA “failed to log on despite these warnings, the system automatically locked” AFA’s Portal account on June 8, as there had been no activity on the account since May 8. *Id.* at 2; *see also* Req. for Dismissal, exh. 5, Agency IT Forensic Log 2 at row 12.

The ESD Director further attests that the next activity seen for AFA’s Portal account is on “June 22, 2026 at 12:58 p.m. when the user attempts to recover its account,” and that AFA “does not fully log back into the Digital Marketplace Portal until 1:05 p.m.” on June 22. Req. for Dismissal, exh. 7, ESD Director Decl. at 3; *see also* Req. for Dismissal, exh. 5, Agency IT Forensic Log 2 at rows 4-5; Req. for Dismissal, exh. 6, Agency IT Forensic Screenshot at 1. Finally, the ESD Director attests:

Based on my review, there is no record of any connection attempt, login, or packet transmission originating from this user account or IP [internet protocol] address between the hours of 10:00 a.m. and 12:00 p.m. Furthermore, because the account was locked on 08 June 2026, any attempt to access the portal using those credentials would have generated a “failed login/deactivated user” log entry, **of which there are none.**

Req. for Dismissal, exh. 7, ESD Director Decl. at 3.

² To explain the forensic IT review the agency undertook, the Army submitted a declaration from the “Enterprise Solution Division (ESD) Director for Capability Program Executive Enterprise Software and Services (CPE ES2)/Digital Market,” whom we refer to as the ESD Director. Req. for Dismissal, exh. 7, ESD Director Decl. at 1.

The agency posits that “AFA is lying,” as the “forensic logs flatly refute [the protester’s] claim that it attempted to timely submit its proposal between 10:00 a.m. and 12:00 p.m. ET on June 22, 2026,” and that the forensic review shows instead that AFA did not attempt to log into the Portal until 58 minutes past the time set for receipt of proposals. Req. for Dismissal at 7-8. Accordingly, the Army argues, “AFA’s entire protest is built upon a demonstrably false factual premise” and must be summarily dismissed. *Id.* at 8.

The agency further contends that the file size limitation about which AFA complains was disclosed to potential offerors “several times” in Industry Day Slides, through the Portal itself, and in the Army’s responses to pre-proposal questions (Q&A). *Id.* at 9. Additionally, the agency maintains that any technical difficulties AFA may have experienced with its attempt to email its proposal to the contracting officer “are completely immaterial” because email was “an unauthorized delivery method” where, as here, the solicitation “strictly mandated submission via the Digital Marketplace portal and did not authorize email delivery.” *Id.* at 10. Moreover, the agency avers that AFA did not attempt to submit its proposal via email until more than an hour after the deadline for receipt of proposals. *Id.* at 4 (stating AFA’s email submission attempts occurred “[b]etween, on or about, 1:35 p.m. ET and 1:40 p.m. ET” on June 22).

In response, the protester states: “AFA acknowledges that the Army’s newly produced technical records clarify and, in some respects, contradict AFA’s initial understanding of the submission events. AFA therefore corrects and narrows its factual position and asks GAO to decide the dismissal request based on the corrected facts and the controlling solicitation.” Resp. to Req. for Dismissal at 1. Specifically, the protester “withdraws” its “contentions to the extent they state or imply that: (1) AFA was authenticated in the Digital Marketplace [Portal] and uploading files between approximately 10:00 a.m. and 12:00 p.m.; or (2) AFA’s post-deadline email transmissions constituted an authorized or timely proposal submission.” *Id.*

The protester asserts: “Those statements were made before AFA had access to the Army’s account audit, forensic logs, and declaration. They reflected AFA’s contemporaneous understanding of the submission difficulty, but *the Army’s later-produced records demonstrate that the account had been locked before the proposal deadline*. AFA corrects the record accordingly.” Resp. to Req. for Dismissal at 1 (emphasis added). The protester disputes the Army’s characterization of “AFA’s original allegations as intentionally false,” maintaining instead that while the agency’s “technical records show that AFA’s original account of the cause and timing of the submission failure was mistaken,” the records “do not establish that AFA knowingly attempted to deceive GAO or the Army.” *Id.* at 2.

The protester “requests that GAO evaluate the Army’s dismissal request based on the corrected facts and the legal issue that remains: whether material conditions governing the exclusive proposal-submission system were properly included in or incorporated into the controlling Solicitation.” Resp. to Req. for Dismissal at 2. Specifically, AFA maintains that due to an order of precedence provision included in later versions of the solicitation, the file size limitation communicated in Industry Day slides and Q&A

responses was superseded by later versions of the RFP that “did not expressly state or incorporate” a 5 megabyte (MB) file size limitation.³ *Id.*

The protester’s response is effectively an admission that, contrary to the firm’s earlier claims, AFA did not attempt to submit the non-CUI portions of its proposal via the Portal prior to 12:00 p.m. on June 22.⁴ The protester takes issue with the Army’s characterization of AFA’s earlier claims as falsehoods; instead, AFA tries to paint a picture in which the firm misremembered the facts--believing it had tried for two hours, *before* the submission deadline, to submit a proposal through the portal and repeatedly encountered submission problems--but has now had its memory refreshed by the agency’s forensic IT evidence. See Resp. to Req. for Dismissal at 1-2.

Based on the record before us and the evidence presented, we find the protester’s attempt to paint such a picture strains credulity. The protester provides no explanation nor any evidence to support its claim of a simple mis-recollection of events. In fact, AFA does not expressly or affirmatively deny the agency’s assertion that the protest is based

³ The protester also requests that our Office review as part of AFA’s “narrowed” protest the purported non-disclosure of the automated system lockout procedures for inactive accounts. Resp. to Req. for Dismissal at 1-2. Because we dismiss the protest for abuse of our bid protest process, we decline to consider this request. However, even if we were to review this allegation, AFA has failed to state a valid basis of protest. As discussed above, the agency attests--and the protester does not dispute--that the Portal sent multiple system-generated emails warning that AFA’s Portal account would be locked if it did not log in, and that AFA’s failure to heed these warnings resulted in the firm’s account being locked. As the protester does not deny the receipt of--or otherwise present any evidence of failure to receive--the multiple emails from the Portal system warning AFA of the pending expiration of its password and account, we find AFA has failed to state a factually sufficient basis of protest and dismiss this protest allegation accordingly. Bid Protest Regulations, 4 C.F.R. §§ 21.1(c)(4); 21.15(f); *see Magellan Fed.*, B-422273, Feb. 21, 2024, at 6 (“A protester has the burden of presenting sufficient evidence to establish its position. . . .[A] protester’s unsupported allegations do not meet that burden.”).

⁴ Further, we note the evidence submitted by the protester, itself, shows AFA did not submit the CUI portions of its proposal via the DOD SAFE website until after the time set for receipt of proposals. Protest, exh. J, Screenshot of DOD SAFE Submission at 1 (showing DOD SAFE file transmission began at 1:36 p.m. on June 22). Thus, even if, the protester actually had tried to submit the non-CUI portions of AFA’s proposal via the Portal prior to 12:00 p.m. but been unsuccessful due to Portal-caused technical errors (as AFA inaccurately claims was the case), the firm’s proposal still would have been incomplete--and, thus, not eligible for consideration for award--because the CUI portions of the proposal were not submitted until more than 90 minutes after 12:00 p.m. See RFP at 200 (“If a complete proposal is not submitted by this closing time, the Offeror’s proposal *will not be considered for award.*”) (emphasis added).

on “lies”--instead, the protester phrased its response to state only that the Army’s records “do not establish that AFA knowingly attempted to deceive GAO.” Resp. to Req. for Dismissal at 2. We disagree.

The facts underlying AFA’s attempted submission of its proposal are ones that are within the protester’s direct knowledge and control; here, without verifying such facts, AFA instead forced the agency and our forum to ascertain those facts. The record unambiguously shows--and the protester concedes--that AFA did not spend two hours on the morning of June 22, prior to the submission deadline, unsuccessfully trying to submit a MAPS proposal in the Portal. Rather, the record plainly demonstrates *the protester did not even begin trying to submit its proposal until, at the earliest, 58 minutes after the time set for receipt of proposals*. Accordingly, we do not find credible the protester’s claim that AFA somehow mis-recalled attempting to submit its proposal for two hours before the submission deadline, when the forensic evidence reveals that AFA made no attempt to even re-establish its portal account until almost an hour after the submission deadline had passed. In short, we find that the protester made material misrepresentations in its protest filed with our Office.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984 (CICA). 31 U.S.C. §§ 3551-3557. In fulfilling our mandate under CICA to provide for the inexpensive and expeditious resolution of bid protests, we necessarily reserve an inherent right to dismiss any protest, and to impose sanctions against a protester, where a protester’s actions undermine the integrity and effectiveness of our process. *Oready, LLC*, B-423649 *et al.*, Sept. 25, 2025, at 9; *Latvian Connection LLC*, B-413442, Aug. 18, 2016, at 6; *PWC Logistic Servs. Co. KSC(c)*, B-310559, Jan. 11, 2008, at 12. The inherent right of dispute forums to levy sanctions in response to abusive litigation practices is widely recognized and has been characterized by the Supreme Court as “ancient [in] origin” and governed not by rule or statute, but by the control necessarily vested in a forum to manage its own affairs. *Roadway Express, Inc. v. Piper et al.*, 447 U.S. 752, 765, 100 S. Ct. 2455, 65 L. Ed. 2d 488 (1980).

A protester’s submission that contains material misrepresentations undermines the integrity and effectiveness of our protest process. In this regard, our regulations require that a protest “[s]et forth a detailed statement of the legal and *factual grounds* of protest including copies of relevant documents.” 4 C.F.R. § 21.1(c)(4) (emphasis added). Inherent in our requirement to set forth a statement of the “factual grounds” of protest is the understanding that the facts alleged and the information provided are reasonably understood to be true and accurate. Our regulations additionally provide that we may dismiss a protest for failure to comply with any of our requirements establishing what must be set forth in a protest. 4 C.F.R. § 21.1(i).

We recognize that dismissal is a severe sanction, and that it should be employed judiciously. Here, we find the sanction of dismissal is warranted due to the flagrant disregard AFA showed for the integrity of our bid protest process when it materially misrepresented the purported “facts” underpinning its protest, causing both the Army

and our office to waste time and resources in dealing with an incontestably baseless protest.⁵ See e.g., *Oready, LLC*, *supra* at 7, 10 (finding dismissal an appropriate sanction where protester’s “misrepresentation of GAO’s decisions evidence[d] a gross disregard for our bid protest process” and protester’s repeated use of non-existent citations or decisions undermined the integrity of our process); *Latvian Connection LLC*, *supra* at 6-7 (finding dismissal and 1-year suspension from protesting to be appropriate sanctions where protester repeatedly filed baseless protests that diverted the collective time and resources of our forum and responding agencies). We further find the sanction of dismissal appropriate as it will have a deterrent effect against others who might be tempted to make such material misrepresentations in our forum in the future.⁶ See e.g., *PWC Logistic Servs. Co. KSC(c)*, *supra* at 12-13 (finding dismissal appropriate due to gravity of protester’s violation of protective order and other actions that undermined integrity of GAO’s bid protest process, and where sanction would have a “salutary deterrent effect”).

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

⁵ While we take no further action here, we remind the protester of the provisions of section 1001 of title 18 of the United States Code which prescribes criminal penalties for anyone who “in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully . . . makes any materially false, fictitious, or fraudulent statement or representation” or “makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry.” 18 U.S.C. § 1001(a)(2)-(3).

⁶ Moreover, even were we to overlook the protester’s material misrepresentations and consider AFA’s contention that offerors attempting to submit proposals in the Portal encountered allegedly undisclosed submission requirements, we would dismiss the protest for failing to set forth a factually sufficient basis of protest because AFA’s assertion that the agency failed to disclose the file size limitation is premised on a facially erroneous reading of the RFP. 4 C.F.R. §§ 21.1(c)(4); 21.15(f); see e.g., *Xenith Group, LLC*, B-420706, July 14, 2022, at 4 (dismissing for failure to state a valid basis of protest allegations that relied on a facially erroneous interpretation of the solicitation).