



Decision

Matter of: Mission Analytics, LLC

File: B-424631

Date: September 30, 2026

Michael Winters, for the protester.
Caleb G. Saggus, Esq., Modtech Solutions LLC, for the intervenor.
Jonathan Pomerance, Esq., Joshua D. Bell, Esq., and Susan M. Chagrin, Esq., Defense Information Systems Agency, for the agency.
Christopher Alwood, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging solicitation terms is dismissed as untimely where it was not filed at GAO within 10 days of the solicitation's closing date for receipt of proposals, which constituted initial adverse agency action on the protester's agency-level protest.
 2. Protest challenging the agency's award of a contract is dismissed as untimely where the allegations are derivative of the protester's untimely challenges to the terms of the solicitation.
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DECISION

Mission Analytics, LLC, a small business of Falls Church, Virginia, protests the terms of request for proposals (RFP) No. HC101925R007, issued by the Department of Defense (DOD), Defense Information Systems Agency (DISA), for the supply and installation of two video walls at DISA's Defense Network Center Pacific in Ford Island, Hawaii. Mission Analytics also protests the award of a contract under the RFP to Modtech Solutions LLC, a small business of Aiea, Hawaii. The protester contends that the terms of--and the subsequent award of a contract resulting from--the solicitation was unreasonable because the solicitation failed to require compliance with the non-manufacturer rule and the Defense Federal Acquisition Regulation Supplement (DFARS) Buy American and Balance of Payments Program.

We dismiss the protest as untimely.

BACKGROUND

On April 20, 2026, the agency issued the solicitation as a small business set-aside under the commercial item procedures of Federal Acquisition Regulation (FAR) part 12.¹ The RFP sought proposals to supply and install two video walls, two video processors, and other related commercial information technology products at DISA's Defense Network Center Pacific in Ford Island, Hawaii. Agency Report (AR), Tab 1, RFP at 1, 25; Contracting Officer's Statement (COS) at 2.²

As relevant here, the RFP notified offerors that the requirement for video walls was covered by a class waiver of the non-manufacturing rule "for televisions." AR, Tab 2, RFP amends. at 33.³ The solicitation also stated that "the Buy American Act . . . does not apply [to] this requirement" and did not require offerors to provide a "Buy American-Balance of Payments Program Certificate" in accordance with DFARS 252.225-7000 and 252.225-7001. RFP at 11, 24.

Amendment 0006 to the solicitation set the deadline for receipt of proposals as May 29, 2026 at 10:00 AM Hawaii Standard Time.⁴ AR, Tab 2, RFQ amends. at 30. On May 29, at exactly 10:00 AM, Mission Analytics filed an agency-level protest challenging the terms of the solicitation. Protest, attach. 1, Agency-Level Protest at 1. Specifically, the agency-level protest argued that the non-manufacturing rule waiver referenced by the solicitation was inapplicable and that the agency had failed to include required solicitation provisions implementing the DFARS Buy American and Balance of Payments Program. *Id.* at 1-2.

¹ DOD adopted the updated version of FAR part 12 and DFARS part 212, issued as part of the Revolutionary Far Overhaul, through a class deviation. DOD Class Deviation 2026-O0028, December 18, 2025.

² The solicitation was issued as a request for proposals; however, in its pleadings, the agency discusses its receipt and consideration of quotations. *Compare* RFP at 1 *with* COS at 4. Given the issues presented, we need not determine the exact form of the solicitation and the submissions in order to resolve the protest. For clarity, this decision will refer to the submissions from offerors as proposals.

³ The agency amended the solicitation seven times. AR, Tab 2, RFP amends. at 32. The agency provided all seven amendments as a single tab in the agency report. Accordingly, citations to the RFP amendments in this decision refer to the electronic page number of the Adobe PDF document provided by the agency.

⁴ The solicitation specified Hawaiian Standard Time. AR, Tab 2, RFP amends. at 30. The protester is located in the eastern time zone, and several documents in the record include emails timestamped in Eastern Daylight Time. For clarity, this decision will refer to all relevant times using Hawaii Standard Time.

On or before the May 29 closing date for the receipt of proposals, the agency received 18 proposals, including a proposal from Mission Analytics. COS at 4, 6. On June 23, the agency dismissed Mission Analytics agency-level protest. Protest, attach. 2, Agency-Level Protest Dismissal at 2. Following the award to Modtech, the agency provided a debriefing to Mission Analytics on July 1. On July 6, this protest followed.

DISCUSSION

Mission Analytics objects both to the terms of the solicitation and the agency's subsequent award resulting from the solicitation. For the reasons that follow, we dismiss both series of challenges.

Solicitation Challenges

Mission Analytics repeats the arguments raised in its agency-level protest, contending that the non-manufacturing rule waiver referenced by the solicitation was inapplicable and that the agency failed to include required solicitation provisions implementing the DFARS Buy American and Balance of Payments Program. Protest at 1; Protest, attach. 1, Agency-Level Protest.⁵ For the reasons discussed below, we dismiss these protest grounds as untimely.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. Our timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Dominion Aviation, Inc.--Recon.*, B-275419.4, Feb. 24, 1998, at 3. Where a protest first has been filed with a contracting activity, any subsequent protest to our Office, to be considered timely, must be filed within 10 calendar days of "actual or constructive knowledge of initial adverse agency action." 4 C.F.R. § 21.2(a)(3). The term "adverse agency action" means any action or inaction on the part of a contracting agency that is prejudicial to the position taken in a protest filed there. 4 C.F.R. § 21.0(e).

Adverse agency action is not limited to a written denial of an agency-level protest. See 4 C.F.R. § 21.0(e). Where, as here, a firm first challenges the terms of a solicitation through an agency-level protest, our decisions have consistently explained that receipt of proposals constitutes initial adverse agency action because once the contracting agency proceeds with the receipt of proposals, the protester is on notice that the contracting agency will not undertake the corrective action requested in the agency-level protest. *BDO Public Sector, LLC*, B-421677.2, Oct. 3, 2023, at 5; *DAI, Inc.*, B-408625, B-408625.2, Nov. 6, 2013, at 3. Consequently, the timeliness of any "follow-on" protest to our Office is measured from this point of initial adverse agency action,

⁵ Notably, the protester only provides detail of its allegations through reference to Mission Analytics's agency-level protest, which it included as an attachment to the protest. Protest at 1 ("[s]ee attached agency protest for protest grounds").

rather than from receipt of any subsequent formal denial of the agency-level protest. *BDO Public Sector, LLC, supra*; *MLS-Multinational Logistic-Servs., Ltd.*, B-415782, B-415708.2, Mar. 7, 2018, at 4 (finding protester's GAO protest to be untimely because it was not filed within 10 days of closing date for proposal receipt, even though the protester argued no initial adverse agency action occurred until protester learned that its agency-level protest had been denied).

Here, Mission Analytics filed its agency-level protest challenging the terms of the solicitation at the date and time set for the receipt of proposals, May 29 at 10:00 a.m. While this case presents an uncommonly minimal gap between the filing of the agency-level protest and the deadline for proposal submission, we still view the agency's receipt of proposals without immediately taking corrective action (or otherwise indicating that it would suspend the procurement during the pendency of its consideration of the agency-level protest) as constituting initial adverse agency action against the agency-level protest.⁶ See *RAS Enterprises, LLC*, B-423802, Sept. 22, 2025, at 3-4 (finding an agency's decision to proceed with solicitation closing approximately four hours after the filing of an agency-level protest challenging the terms of the solicitation constituted adverse agency action). In this regard, since we consider the agency-level protest to have been timely filed prior to the closing of the deadline for receipt of proposals,⁷ see FAR 33.103(e), it follows that this closing occurred after the

⁶ Mission Analytics argues that the agency's decision to receive proposals without "pausing" the solicitation does not constitute initial adverse agency action that renders the protest untimely because Mission Analytics raised essentially the same arguments in a June 2025 agency-level protest under a previous solicitation for the same requirement. Comments at 4. The protester contends that the agency's denial of that June 2025 protest was, in fact, the "initial adverse action" and that the agency's receipt of proposals here was only "subsequent adverse action." *Id.* However, we note that the protester timely filed a follow-on protest of the June 2025 agency-level protest with our Office, which was dismissed as academic after the agency stated its intent to take corrective action. *Mission Analytics, LLC*, B-423669, July 15, 2025 (unpublished decision). The May 2026 agency-level protest was a new protest of the agency's subsequent actions and Mission Analytics was therefore required to file a protest with our Office within 10 days of initial adverse agency action on that agency-level protest, *i.e.*, the closing of the deadline for the receipt of proposals. 4 C.F.R. § 21.2(a)(3). Further, even if we were to consider the agency's denial of the June 2025 agency-level protest to constitute initial adverse agency action here, the protester does not explain how this would render the instant protest timely.

⁷ The agency contends that Mission Analytics's agency-level protest was untimely because it was filed at the exact closing time for receipt of proposals, May 29 at 10:00 a.m. Agency Brief on Timeliness at 1. In this regard, the agency argues that the protester was required to file its agency-level protest prior to, and not at, the closing time for receipt of proposals. *Id.* The agency does not cite any authority for this principle, however, and our decisions analyzing the timeliness of agency-level protests have long applied the standard applicable to protests filed with our Office. See, *e.g.*,

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submission of the protest. Accordingly, the protester was required to file any follow-on protest with our Office within 10 days of this initial adverse agency action, or no later than June 8. As Mission Analytics did not file its protest with our Office until July 6, we dismiss these protest grounds as untimely.

Challenge to the Award

The protester states it is also protesting the “resulting [a]ward” and requests that our Office direct the “agency to conduct an evaluation with the application of [the non-manufacturer rule] and DFARS Buy American.” Protest at 1-2. However, as discussed above, the plain language of the solicitation put offerors on notice that the agency did not require compliance with the non-manufacturer rule or the DFARS’s Buy American Act provisions. AR, Tab 2, RFP amends. at 33; RFP at 11, 24. Mission Analytics clearly understood this when it filed its pre-award agency-level protest challenging those solicitation terms. Accordingly, we view these protest grounds as a

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Asahi Gen. Trading & Contracting Co., B-417650, Jul. 24, 2019, at 2 (where, as here, a protest is first filed with the contracting agency, a subsequent protest to our Office will be considered only if the “initial agency-level protest was filed within the time limits provided by the Regulations for filing a protest with our Office.”). Our Office has explained that it does not consider protests filed in the final minute of a protest deadline to be untimely. See *Government Acquisitions, Inc.*, B-408426, B-408426.2, Sept. 17, 2013, at 7-8 (explaining that protests filed at the Government Accountability Office after 5:30:00 p.m. but prior to 5:31:00 p.m. Eastern Time are viewed as filed by the 5:30 p.m. deadline).

repetition of the protester's untimely challenges to the terms of the solicitation, which we dismiss as untimely for the reasons discussed above.⁸

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

⁸ Even if the protester's challenges to the award were timely, we would dismiss them for failing to state a valid legal or factual basis. Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (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. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation that establishes the likelihood that the protester will prevail in its claim of improper agency action. *Id.*

Here, Mission Analytics does not raise any specific allegations challenging the award. See Protest. As noted above, the protest only provided detail of its allegations through reference to Mission Analytics's agency-level protest, which limited its arguments to challenging the terms of the solicitation. *Id.* at 1; Protest, attach. 1, Agency-Level Protest. A conclusory statement that an award was improper, without more, fails to set forth a clear statement articulating a factual and legal basis in support of the protester's arguments.