



# Decision

**Matter of:** Patriot First Professional Services, Inc.

**File:** B-417965

**Date:** November 21, 2019

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Brian L. Grossman, Esq., Shipkevich PLLC, for the protester.  
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GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging agency's refusal to extend proposal deadline is denied when agency's refusal was reasonable.

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## DECISION

Patriot First Professional Services, Inc., of Staten Island, New York, protests the agency's failure to extend the due date for proposals following an amendment to the solicitation, under request for proposals (RFP) No. 36C24219R0109, issued by the Department of Veterans Affairs (VA) for residential housing services for veterans at the Northport VA Medical Center in New York. Patriot contends that the denial of its extension request was unreasonable.

We deny the protest.

## BACKGROUND

On August 5, 2019, the VA issued the solicitation, on an unrestricted basis, under the procedures of the Federal Acquisition Regulation (FAR) parts 12 and 15. Memorandum of Law, exh. 2, RFP at 5. The solicitation sought residential housing services for homeless veterans on-site at the Northport VA Medical Center in Northport, New York, and required that the contractor provide room and board, food service, laundry service, therapeutic and rehabilitative services, and case management for identified veterans. Id. at 10-13. The solicitation anticipated award of a fixed-price, indefinite-delivery, indefinite-quantity contract. Id. at 91. The due date for proposals was September 6, 2019, at 3:30 pm EST. Id. at 1.

There were two amendments to the solicitation prior to the September 6 due date. RFP amend. 1 at 1; RFP amend. 2 at 1. On September 3, the VA issued amendment 0002, which is the subject of this protest. RFP amend. 2 at 1. Amendment 0002 amended FAR clause 52.222-42, Statement of Equivalent Rates for Federal Hires, by adding the employee class of Guard I and providing the corresponding federal wage-fringe benefit information, i.e., GS-4 Step 1. Id. All other terms and conditions of the solicitation remained unchanged. Id.

Patriot emailed the contracting officer on September 4 in response to amendment 0002. Protest at 2. In this email, Patriot requested a seven-day extension of the due date for proposals, stating that it needed “adequate time to gather the new information.” Id., exh. A at 3. The contracting officer responded the same day, and denied the request for extension. Id. at 2. The contracting officer stated that the amendment was “minor” and “did not change the requirements” of the solicitation. Id.

Patriot emailed a second extension request to the contracting officer later that same day. Id. Patriot stated that although it “fully under[stood] that the amendment did not change the [requirements of the solicitation],” the amendment required it to “ask for additional information” from its insurance company, Human Resources department, and third party vendors. Id. The contracting officer declined the second extension request on September 5, stating that the amendment “only added additional, clarifying information” and made “no change to the information required for [Patriot’s] proposal.” Id. at 1.

Patriot submitted its proposal on September 6 through five separate emails. Id., exh. B at 1-2. The first four emails arrived prior to the 3:30 pm deadline; the fifth email arrived at 3:56 pm, approximately 26 minutes after the deadline. Id. at 1. The contracting officer notified Patriot on September 9 that the fifth email was late, and that the agency therefore considered Patriot’s proposal “significantly incomplete” and eliminated Patriot’s offer from further consideration. Id. at 2. Patriot then filed this protest with our Office on September 11. Protest at 1.

## DISCUSSION

The protester challenges the agency’s denial of its request for an extension of the due date for proposals.<sup>1</sup> For the reasons discussed below, we find no basis to sustain the protest.

There is no per se requirement that an agency extend the closing date in a negotiated procurement following an amendment to the solicitation. Raytheon Co., B-410719.10, B-410719.11, Nov. 15, 2016, 2019 CPD ¶ 119 at 15. Determining what constitutes a sufficient amount of time for proposal preparation is a matter committed to the discretion of the contracting officer; we will not object to that determination unless it is shown to be

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<sup>1</sup> The protester does not challenge the agency’s rejection of its proposal as late.

unreasonable. Id. The denial of an extension request is not unreasonable if the protester had sufficient time to address the changes made by the amendment before the due date for proposals. See Holmes & Narver Servs., Inc., B-242240, Apr. 15, 1991, 91-1 CPD ¶ 373 at 3 (stating that the amendment “[added] no significant additional requirements that 5 working days of diligent effort by a qualified offeror could not address.”).

Here, Patriot asserts that it should have received a seven-day extension following the issuance of amendment 0002. Protest at 3. Patriot admits, however, that the amendment was only informational and did not add any requirements. Id., exh. A at 2. Despite amendment 0002 leaving the requirements of the solicitation unchanged, Patriot contends that amendment 0002 required it to gather “additional information” and “modify its bid.” Comments at 1. Patriot has not indicated specifically what information it needed to obtain, nor explained why amendment 0002 required Patriot to obtain it.

Even if amendment 0002 required Patriot to obtain additional information, Patriot still has failed to show that the three-day period was an insufficient amount of time to modify its proposal following the amendment. The record does not support Patriot’s contention that the three-day period was unreasonably short. In fact, Patriot submitted the majority of its proposal prior to the initial due date with only one email arriving 26 minutes after the deadline. Protest, exh. B at 1-2. Patriot’s timely submission of the majority of its proposal, coupled with the lack of support for Patriot’s claim that it required additional time, suggests that the three-day period was sufficient for Patriot to prepare its proposal.

Based on this record, we find no basis to sustain the protest.<sup>2</sup>

The protest is denied.

Thomas H. Armstrong  
General Counsel

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<sup>2</sup> The protester also asserts that the solicitation was misleading because it caused offerors “to at least initially over-bid the contract.” Protest at 2. Our Office’s bid protest regulations make clear that improprieties in a solicitation must be protested prior to the initial due date for proposals. 4 C.F.R. § 21.2. The due date for proposals was September 6, 2019; the protester alleged the terms of the solicitation were misleading for the first time on September 11, 2019. Addendum to Contracting Officer’s Narrative Statement at 1. Therefore, this challenge is untimely.