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# Decision

**Matter of:** La Playa, Inc. of Virginia- d/b/a LPI Technical Services

**File:** B-423379

**Date:** June 12, 2025

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Paul Hawkins, Esq., J. Bradley Reaves, Esq., and Jacob D. Noe, Esq., Reaves GovCon Group, for the protester.

James Stellabotte, Esq., Department of the Navy, for the agency.

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## DIGEST

Protest challenging agency's decision to reject the protester's proposal as late is denied where the proposal was not timely received by the agency in a manner consistent with the terms of the solicitation and there is no evidence of systemic failure of the web-based tool authorized for electronic submission of proposals.

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## DECISION

La Playa, Inc. of Virginia, doing business as LPI Technical Services (LPI), a small business located in Chesapeake, Virginia, protests the exclusion of its proposal from consideration for award under request for proposals (RFP) No. N6449825R3042, issued by the Department of the Navy, Naval Surface Warfare Center, for engineering and technical services and deliverables. The protester contends that the agency should have considered its late proposal because the delay in submission was due to a system failure of the agency's web-based tool designated for electronic submission of proposals.

We deny the protest.

## BACKGROUND

The Navy issued the solicitation on December 23, 2024, to holders of the Navy's Seaport Next Generation (NxG) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract, pursuant to the procedures of Federal Acquisition Regulation (FAR)

part 16. Agency Report (AR), attach. 1, RFP at 5.<sup>1</sup> The solicitation sought proposals to provide engineering and technical services and deliverables for cargo and weapons handling and stowage systems, as well as aircraft launch and recovery systems. *Id.* at 5, 8; Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. The RFP, issued as a small business set-aside, contemplated the issuance of a cost-plus-fixed-fee task order with a 1-year base period and four 1-year option periods. RFP at 5.

The solicitation required proposals to be submitted electronically through the SeaPort-NxG portal. *Id.* at 95. Proposals were due by 5:00 p.m. Eastern Daylight Time (EDT) on February 14, 2025.<sup>2</sup> *Id.* at 2; COS/MOL at 3. As relevant here, the RFP provided that, "in order to be considered for award," "[p]roposals shall be submitted through the SeaPort-NxG portal by the solicitation closing date and time." RFP at 95. The solicitation specified that "[i]t is not permissible to upload a link to an internet-based data center (e.g. Google cloud or Dropbox)," but that offerors "shall submit all required proposal information as files uploaded directly in the SeaPort-NxG portal." *Id.* The RFP cautioned that, "[i]n the rare event the portal is down or inaccessible, [the] Offeror shall immediately notify the cognizant Contracting Officer for the solicitation via email prior to the solicitation closing date and time." *Id.* In this regard, the solicitation also required that the offeror "contact the SeaPort-NxG helpdesk to register a help ticket that the portal is down or inoperable prior to the closing time and date." *Id.* In addition, the RFP explained that in the event "of a portal malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal" and that "[f]ailure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable." *Id.*

In addition, the solicitation also incorporated by reference FAR provision 52.215-1, Instructions to Offerors—Competitive Acquisition, which provided instructions for proposal submissions. *Id.* at 91. As relevant here, the provision provides that proposals not received by the contracting officer and contract specialist by the exact time specified would be "late" and would not be evaluated unless the proposal is received before award is made, the contracting officer determines that accepting the late offer would not unduly delay the acquisition, and one of three exceptions applies.<sup>3</sup> FAR provision 52.215-1(c)(3)(ii)(A)(1-3).

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<sup>1</sup> Citations to the record are to the documents' Adobe PDF pagination. The agency issued five amendments to the RFP; all citations to the RFP are to the consolidated amended version at attachment 1 of the agency report.

<sup>2</sup> Throughout the decision, all time references are to Eastern Daylight Time.

<sup>3</sup> The three exceptions include: (1) if the proposal was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals, (2) there is acceptable evidence to establish that the proposal was received at the government installation designated for receipt of offers and was under the government's control prior to the time set for receipt of offers, (continued...)

On February 14, at 4:39 p.m., LPI first logged into the Seaport NgX portal to begin uploading its proposal.<sup>4</sup> AR, attach. 4, LPI Audit Report at 5; COS/MOL at 4. At 5:07 p.m., seven minutes after the time set for receipt of proposals, LPI's contracts manager called the Navy's contract specialist and left a voicemail message stating: "I was in the middle of submitting our proposal . . . and I guess 5 o'clock rolled around and it completely threw me out so I didn't get a chance to enter the information . . . [or] all of the attachments[.]" AR, attach. 5, Voicemail Screenshot at 1. LPI's contracts manager asked if the agency would "please let me email [ ] the proposal directly." *Id.*

Thereafter, at around 5:27 p.m., LPI emailed its proposal to the contracting officer and the contract specialist. AR, attach. 8, Email Correspondence at 15-16; COS/MOL at 5. At 5:36 p.m., LPI called the contracting officer regarding its attempted proposal submission; the contracting officer advised that he would review the facts of LPI's late proposal submission to determine whether the proposal could be accepted or must be rejected as untimely. AR, attach. 7, Memorandum for Record, Mar. 3, 2025, at 11.

After review, the Navy determined that LPI's proposal was untimely and therefore must be rejected. *Id.* The Navy notified LPI on February 28, 2025, that its proposal was received late and thus would not be considered for award. *Id.*; COS/MOL at 5. On March 10, LPI filed the instant protest with our Office.<sup>5</sup>

## DISCUSSION

LPI argues that the Navy unreasonably rejected its proposal as late because LPI's late submission was the fault of the agency. Protest at 5. In the protester's view, functionality issues with the agency's SeaPort-NxG portal prevented LPI from submitting its proposal prior to the 5:00 p.m. deadline on the date proposals were due. *Id.* In this regard, the protester explains that it attempted to submit its proposal approximately 30 minutes before the deadline, but that the SeaPort-NxG portal "froze" three times--once roughly five minutes before the 5:00 p.m. deadline and two more times after several re-login attempts--preventing LPI from completing its proposal submission via the portal prior to the deadline. Protest at 5; Protest, exh. 1, Declaration of LPI

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or it is the only proposal received. FAR provision 52.215-1(c)(3)(ii)(A)(1-3). Alternatively, the provision also provides that "a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted." FAR provision 52.215-1(c)(3)(ii)(B).

<sup>4</sup> Although an internal audit conducted by the agency indicates that the LPI first logged into the Seaport NgX portal at 4:39 p.m., the protester represents that it started uploading its submission at 4:20 p.m. Protest at 5.

<sup>5</sup> The estimated value of the task order is \$46 million and is therefore within our jurisdiction to review protests related to the issuance of orders exceeding \$35 million under multiple-award IDIQ contracts issued under the authority of title 10 of the United States Code. 10 U.S.C. § 3406(f)(1)(B); see *also* COS/MOL at 2.

Contracts Specialist at 3. According to the protester, the late submission of its proposal should be excused because the delay resulted from “functionality issues” with the agency’s portal and that “[i]t is entirely unreasonable to expect LPI to submit a proposal when the required means by which to do so is malfunctioning completely” and that the government “must afford all eligible responsible vendors . . . a reasonable opportunity to compete.”<sup>6</sup> Protest at 6.

The agency asserts that the protester failed to submit its proposal before the submission deadline and that the contracting officer’s decision not to consider the protester’s proposal was reasonable and in accordance with solicitation requirements and FAR provision 52.215-1. COS/MOL at 6-11. Based on the record before us, we agree with the agency and find no basis to question its decision to reject LPI’s proposal as late.

It is an offeror’s responsibility to deliver its proposal to the proper place at the proper time. FAR provision 52.215-1(c)(3); *Washingtonian Coach Corp.*, B-413809, Dec. 28, 2016, 2016 CPD ¶ 378 at 4. When transmitting a proposal electronically, it is an offeror’s responsibility to submit its proposal sufficiently in advance of the time set for receipt of proposals to ensure proper delivery of the proposal and timely receipt by the agency. *GSI Constr. Corp., Inc.*, B-418967, Oct. 28, 2020, 2020 CPD ¶ 334 at 5; *SigNet Techs., Inc.*, B-417435, July 3, 2019, 2019 CPD ¶ 247 at 4. Where a protester alleges non-receipt of a timely submitted proposal due to malfunctioning of the government’s electronic submission portal but fails to demonstrate a systemic failure of the portal, we will not sustain the protest. *NAG Marine*, B-422899, Dec. 12, 2024, 2024 CPD ¶ 308 at 7.

As noted above, the solicitation explained that a proposal was considered timely and would be considered for award when “submitted through the SeaPort-NxG portal by the solicitation closing date and time,” which was 5:00 p.m. EDT on February 14, 2025. RFP at 2, 95. Moreover, FAR provision 52.215-1, which was incorporated into the RFP by reference, provides in part, that proposals not received by the contracting officer by the exact time specified would be “late” and would not be evaluated. *Id.* at 91. In addition, the RFP advised that in the event of a “portal malfunction, arrangements must

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<sup>6</sup> In its initial protest, LPI also argued that its proposal should have been accepted by the Navy because, according to the protester, one of the exceptions permitted by FAR provision 52.215-1 would make acceptance of its late proposal permissible. Protest at 5-6. The agency substantively responded to this allegation in the agency report. COS/MOL at 5-6, 9. LPI neither refuted the agency’s response nor did it pursue this allegation in its comments to the agency report. See Comments. Where, as here, an agency provides a detailed response to a protester’s assertion and the protester fails to rebut the agency’s arguments in its comments, the protester fails to provide us with a basis to conclude that the agency’s position with respect to the issue in question is unreasonable. 4 C.F.R. § 21.3(i)(3); *Medical Staffing Sols. USA*, B-415571, B-415571.2, Dec. 13, 2017, 2017 CPD ¶ 384 at 3. We consider this allegation to be abandoned and do not discuss it further. *Medical Staffing Sols. USA*, *supra*.

be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal” and that “[f]ailure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.” *Id.* at 95. Here, the protester concedes that it did not submit a complete copy of its proposal *via* the SeaPort-NxG portal by the 5:00 p.m. deadline. Protest at 5 (The protester’s representative “was unable to complete the submission by the 5:00 PM deadline.”). In addition, LPI did not contact the SeaPort-NxG helpdesk to register a help ticket to report system issues or notify the cognizant contracting officer prior to the 5:00 p.m. February 14, 2025, closing time and date. COS/MOL at 3, n. 2.

As noted above, LPI argues that the late submission of its proposal should be excused because, according to the protester, the delay was the result of problems with the normal operation of the SeaPort-NxG portal. To investigate the facts related to protester’s allegations and its attempts to submit its proposal, the SeaPort program management office, which is charged with maintaining the operation of the SeaPort electronic portal and administration of the SeaPort-NxG system, conducted an audit that revealed the portal was functioning properly on the date of submissions. AR, attach. 3, Declaration of SeaPort System Project Manager at 2. Specifically, the audit revealed that there were “no service tickets or calls from offerors for February 13[th] [or] 14th,” including no service tickets or calls from LPI, “reporting functionality issues.” COS/MOL at 6-7; AR, attach. 10, SeaPort Ticket Log at 27. The audit also found that another offeror “successfully uploaded its proposal into the Seaport portal at 3:59 p.m. EDT” on February 14--“40 minutes before LPI started its submission--with no issues reported by” that offeror. COS/MOL at 7; AR, attach. 10, SeaPort Ticket Log at 27. In addition, the record reflects that the Navy also received proposals without issue from three other offerors *via* the SeaPort-NxG portal on February 13. COS/MOL at 3-4; AR, attach. 9, Time Stamped Proposals at 25. The record also shows that several subcontractors were able to upload documents into the portal from February 12 through February 14, without incident. COS/MOL at 4; AR, attach. 9, Time Stamped Proposals at 25.

Based on the record before us, LPI has not demonstrated that a disruption to the normal processes of the SeaPort-NxG portal occurred during the pertinent timeframe. See Protest at 5-7; Comments at 1-3. Although LPI points to an issue it experienced viewing a solicitation amendment in the portal on February 11, 2025--three days prior to the proposal due date--which the protester reported to the portal help desk, Navy representatives have confirmed the operability of the SeaPort-NxG portal during the period in question as normal. As noted above, the Navy’s audit found that there were no service tickets or calls from offerors reporting functionality issues on February 13 or 14, and that another offeror successfully submitted a timely proposal *via* the SeaPort-NxG portal at 3:59 p.m. on February 14, one hour before the proposal deadline. COS/MOL at 7. Further, as pointed out by the agency, even assuming that there were periodic glitches in the SeaPort-NxG portal, the occasional malfunctioning of an on-line portal does not rise to the level of systemic failure. *Id.* at 9 (citing *Federal Acquisition Servs. Team, LLC*, B-410466, Dec. 31, 2014, 2015 CPD ¶ 20 at 4). On these facts, there is no basis to conclude that the SeaPort-NxG portal experienced a system failure during the period in question and LPI has not otherwise demonstrated government fault.

Finally, to the extent LPI alleges that it was not afforded a reasonable opportunity to compete, the record reflects that all offerors, including LPI, were provided ample time to submit proposals and were on notice that late proposals--*i.e.*, proposals not submitted through the SeaPort-NxG portal by the solicitation closing date and time of 5:00 p.m. on February 14--would be rejected as unacceptable in accordance with the solicitation and FAR provision 52.215-1. RFP at 2, 95. The record shows that the Navy's exclusion of LPI's proposal as late is consistent with the terms of the solicitation and FAR provision 52.215-1. As a result, we have no basis to sustain the protest.

The protest is denied.

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General Counsel