

Appendix B

The Order deals with (i) **an alleged amendment requiring 5:30 PM filing deadlines** by a footnote (later contradicted by another footnote only recommending COB filing) of an Order requiring filing on ECFS (that has no intra-day deadline, and not clock- it does not intra-day stamp or even day stamp filings and confirmations) (“*we do not know [this] data... purged [not kept]*” by ECFS – see below) (and, “*Time...if you only kept on good terms..., he’d do [as] you like*” – id.), and (ii) and using that, *con screws* my Dec. 2 opposition *filed 13 days early* into a thing it was not (“*that it language does not admit*” – id.), then rejecting it as untimely due to what it was not (“...[[*like the Mad Hatter’s unsolvable riddle*” – id.) which “*contorted arguments... [to] refus[e] [the party participation rights are] arbitrary, capricious, and contrary to law.*” From Lab. Corp. of Am. v. United States, 108 Fed. Cl. 549; 2012:

- "If you knew Time as well as I do,' said the **Hatter**, 'you wouldn't talk about wasting IT. It's HIM.'"
- "I don't know what you mean,' said **Alice**."
- "Of course, you don't,' the **Hatter** said, tossing his head contemptuously. 'I dare say you never even spoke to Time!'"
- "Perhaps not,' **Alice** cautiously replied: 'but I know I have to beat time when I learn music.'"
- "Ah! that accounts for it,' said the **Hatter**. 'He won't stand beating. Now, if you only kept on good terms with him, he'd do almost anything you liked with the clock....2/'

2/ Lewis Carroll, Alice's Adventures in Wonderland 101-02....

Defendant [the United States], regrettably, has injected an Alice-in-Wonderland ... into this preaward bid protest case.¹ In arguments worthy of the Mad Hatter, according to defendant, the quotation was late. Now, in fact, we do not know what LabCorp actually saw because the data corresponding to that webpage was automatically purged by the e-Buy website immediately after the closing of the procurement..... it contacted the contracting officer to point out the problem with the time listed on the website, and was told that the proposals were due at the time listed in the solicitation, i.e., 2:00 p.m. CDT. Despite this communication, defendant argues that LabCorp waived its objections regarding the timeliness of its quotation Fortunately, unlike the Mad Hatter's unsolvable riddle for Alice ("Why is a raven like a writing desk?"), 4 the solution to defendant's contorted arguments is readily found in ... binding precedent...[that] establish that the VA's refusal to

¹ Likewise, I am in docket 11-71, protesting award of licenses to Maritime, and my companies are the competitors, shown in the HDO, including for the site-based licenses under issue (g) base on rule § 80.385(c) “automatic reversion.”

accept [denial of] plaintiff's quotation here was arbitrary, capricious, and contrary to law.

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The court cannot conceive why it ought to construe the amendment in a way that its language does not admit in order to give effect to an intent that ...[was] never had. Compare United States v. Winstar Corp., 518 U.S. 839, 911, 116 S. Ct. 2432, 135 L. Ed. 2d 964 (1996).