



Decision

Matter of: OReady, LLC

File: B-422910.2

Date: June 18, 2025

Michael Faro, for the protester.

Laetitia Hua, Esq., and Marlene Egierski, Esq., Department of Commerce, for the agency.

Emily R. O'Hara, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging agency's technical evaluation of protester's quotation is denied where evaluation was reasonable and consistent with the terms of the solicitation.
 2. Protest alleging that agency was required to seek clarifications before finding protester's quotation to be unacceptable is denied where agency was under no obligation to do so.
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DECISION

OReady, LLC, a woman-owned small-business of Las Vegas, Nevada, protests the award of a contract to ULU Hi-Tech, Inc., a small business of Honolulu, Hawaii, under request for quotations (RFQ) No. 1305M324Q0286, issued by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for Linux system support services. The protester contends that the agency unreasonably excluded OReady from the competition for failing to meet the solicitation's technical requirements.

We deny the protest.

BACKGROUND

The agency issued the solicitation as a small business set-aside on July 19, 2024, using the simplified acquisition procedures for commercial products and services set forth in Federal Acquisition Regulation (FAR) part 13 and subpart 12.6. Agency Report (AR),

Tab 1, RFQ at 1, 3.¹ The agency sought Linux system support services for the National Weather Service (NWS), including services to install, support, secure, and troubleshoot its Linux systems for the NWS Pacific Region offices. *Id.* at 1. The RFQ contemplated the award of a hybrid fixed-price and time-and-materials contract, for one base year and four 1-year options. *Id.* at 3-5, 79.

The solicitation provided that award would be made on a best-value tradeoff basis, considering the following evaluation factors: technical capability, management approach, staffing plan, and price. *Id.* at 81-82. The non-price factors, when combined, were approximately equal in importance to price. *Id.* at 81. The solicitation required vendors to submit quotations in two volumes: a technical quotation and a price quotation. *Id.* at 51. Further, the RFQ warned vendors that only “quotes that address and meet all requirements set forth in this solicitation will be considered acceptable,” and failure to provide required information may result in the quotation being “excluded from further evaluation and rejected without further notification to the [vendor].” *Id.* at 53.

The agency received quotations from 16 vendors, including the protester. Contracting Officer’s Statement (COS) at 5; AR, Tab 5, Feb. 12 Unsuccessful Offeror Notice at 1. On August 30, 2024, NOAA made award to ULU High-Tech, Inc. COS at 6. That award decision resulted in a protest to our Office from Tatra Solutions, Inc., an unsuccessful vendor. *Id.* In response to Tatra’s protest, the agency notified our Office that it would take corrective action by reevaluating the non-price factors of vendors’ quotations and making a new source selection decision. *Tatra Sols., Inc.*, B-422910, Oct. 10, 2024 (unpublished decision). As a result of the agency’s proposed corrective action, our Office dismissed the protest as academic on October 10. *Id.*

On February 26, 2025, the agency notified all vendors, including OReady, of the result of the reevaluation. COS at 8. In the agency’s notice to OReady, NOAA advised the protester that its quotation had failed to meet the solicitation requirement to provide a draft quality control plan. AR, Tab 8, OReady Unsuccessful Vendor Notice at 1. OReady filed an agency-level protest on February 28, contending that NOAA had unreasonably evaluated its quotation. AR, Tab 9, Agency-Level Protest. On March 26, NOAA denied the agency-level protest. AR, Tab 10, Agency-Level Protest Decision at 8. OReady, subsequently, filed a timely protest with our Office on April 1.

DISCUSSION

The protester argues that NOAA unreasonably evaluated its quotation. Specifically, OReady contends that the agency improperly found that the protester’s quotation failed to include a draft quality control plan (QCP), and that the agency should have engaged in clarifications with the protester about the QCP. Protest at 3. The agency responds that its evaluation of the protester’s quotation was reasonable, and the agency was not

¹ Unless otherwise noted, citations to the record are to the sequential page numbers of the Adobe PDF documents.

required to seek clarifications or hold discussions with any vendor. Memorandum of Law (MOL) at 6, 8. We have reviewed all of the protester's arguments, and we find no basis to sustain the protest.

Technical Quotation

The agency eliminated OReady from the competition for failing to include a draft QCP in its quotation. AR, Tab 7, Award Determination at 2. The protester argues that it did, in fact, include the required plan in its quotation. Protest at 3.

The agency conducted this procurement using simplified acquisition procedures for commercial services. When using these procedures, an agency must conduct the procurement consistent with a concern for fair and equitable competition and must evaluate quotations in accordance with the terms of the solicitation. *Axxeum, Inc.*, B-420013, B-420013.2, Oct. 29, 2021, 2021 CPD ¶ 354 at 3. In reviewing a protest challenging an agency's evaluation under simplified procedures, our Office will not reevaluate quotations, but instead, will examine the record to determine whether the agency's judgment was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *Mission Analytics, LLC*, B-423198, Feb. 26, 2025, 2025 CPD ¶ 54 at 3. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish that the agency acted unreasonably. *Trade Links Logistics Gen. Trading Co.*, B-416571, B-416571.2, Sept. 24, 2018, 2018 CPD ¶ 326 at 4.

Here, under the management approach factor, the solicitation required vendors to:

Provide a draft Quality Control Plan that demonstrates how quality, as outlined in the PWS' performance standards, will be met. The Offeror must provide performance measures in addition to those stated in the PWS that are meaningful, measurable, challenging and show the Offeror's ability to meet the objectives identified in the PWS.

RFQ at 54. The solicitation also noted that "[t]he Quality Control Plan will be evaluated to determine how well the Offeror demonstrates quality oversight and how quality standards, as outlined in the Performance Requirements Summary, will be achieved and maintained during performance." *Id.* at 81.

The record reflects that OReady, in response to the RFQ, submitted a 12-page technical quotation. AR, Tab 4, Protester's Technical Quotation. Within that quotation, the only reference to a QCP appeared on page 4, which stated:

Quality Assurance: A draft Quality Control Plan will be developed and implemented. This plan will include performance measures such as system uptime, incident response times, and adherence to security standards. These metrics will be regularly reviewed to ensure high-quality service delivery.

Id. at 4. The agency notes, and the record confirms, that although OReady stated that it *will* develop a draft QCP, no QCP--draft or otherwise--was included in the protester's quotation. See *id.*; see also MOL at 6 ("The plain language of OReady's quote demonstrates OReady did not provide a draft QCP as required by the Solicitation but merely expressed that a plan would be drafted in the future.").

In its comments to the agency report, OReady references multiple pages of its technical quotation where the firm allegedly included information pertaining to a draft quality control plan. Comments at 1 (citing "Pages 12-14," "Pages 15-16," and "Pages 22-24"). However, as NOAA explains--and the record confirms--OReady's technical quotation did not include those pages or, for that matter, any pages after page 12 of the technical quotation. MOL at 6; AR, Tab 4, Protester's Technical Quotation.

Our review of OReady's 12-page technical quotation confirms that no information in the quotation was responsive to the solicitation's QCP requirement. The record reflects that on the final page--page 12--of the technical quotation, OReady closed with the following conclusory statement:

We further confirm that we fully understand the requirement of the project, SOW [statement of work], and fully abide by the experience and certification requirement of the staff. We hereby acknowledge and agree to any and all addendums to this solicitation. We can be reached via the contact information above if any additional information is needed.

AR, Tab 4, Protester's Technical Quotation at 12. This statement was followed by the signature of OReady's authorized representative, with nothing else following the signature. *Id.*

Although the protester contends that information about its draft QCP was found throughout pages 12-24 of its technical quotation, OReady does not refute the agency's statement that the protester's technical quotation was only 12 pages long. Nor, for that matter, has the protester disclaimed the technical quotation provided in the agency report at tab 4 as being incorrect or otherwise not reflective of the quotation that was submitted by OReady in response to the solicitation. In fact, the quotation that OReady submitted as an exhibit to its protest was 12 pages long and is, otherwise, identical to the technical quotation provided as Tab 4 to the agency report. Compare Protest, exh. 4, Protester's Technical Quotation *with* AR, Tab 4, Protester's Technical Quotation.

As we have consistently explained, it is a firm's responsibility to submit a well-written quotation, with adequately detailed information that clearly demonstrates compliance with the solicitation requirements. *Mission Analytics, LLC, supra* at 5; *Axxeum, Inc., supra* at 5. When a solicitation requires the submission of information bearing on technical acceptability, the protester must demonstrate its quotation is technically sufficient; there is no requirement that the government ferret out information with respect to informationally deficient quotations. *Axxeum, Inc., supra* at 5. Here, the

record clearly demonstrates that OReady did not submit a draft QCP with its quotation, as was required by the solicitation. RFQ at 54; AR, Tab 4, Protester's Technical Quotation. Consistent with the solicitation, the agency reasonably concluded that OReady's quotation was technically unacceptable. *Id.* at 53; AR, Tab 7, Award Determination at 2. Therefore, we find no basis to sustain this allegation. *Trade Links Logistics Gen. Trading Co., supra* at 5 (finding reasonable agency's conclusion of technical unacceptability where protester's quotation indicated protester would provide a QCP in the future, but did not include QCP in quotation, as was required by the solicitation).

Clarifications

The protester also contends that NOAA should have sought clarifications from OReady if the agency was unable to find the QCP in the quotation. In this regard, OReady asserts, "[e]ven if NOAA viewed the QCP's format as unclear, the agency could have sought clarification," and that it was unreasonable for NOAA to disqualify "OReady without engaging." Protest at 3.

As noted, NOAA conducted the procurement using simplified acquisition procedures. These procedures grant contracting officers broad discretion to develop suitable evaluation procedures and do not require the agency to engage in exchanges, either clarifications or discussions, with vendors after quotations are submitted. FAR 13.106-2(b); *Axxeum, Inc., supra* at 5-6. As a general matter, agencies may, but are not required to, engage in clarifications that give vendors an opportunity to clarify certain aspects of quotations or to resolve minor clerical errors. *Smokeys Helping Hand, LLC, B-422957 et al., Dec. 3, 2024, 2024 CPD ¶ 295* at 7. The FAR expresses no limitations on an agency's discretion here, nor does it provide any suggestive guidance regarding when an agency should engage in clarifications. See FAR 15.306(a)(2); *Mission Essential, LLC, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281* at 8. In sum, agencies have broad discretion as to whether to seek clarifications from vendors, and vendors have no automatic right to clarifications regarding its quotation. *Axxeum, Inc., supra* at 6.

In any event, contrary to OReady's view, the failure to include a draft quality control plan could not be corrected through clarifications. Clarifications are "limited exchanges" between the agency and vendors for the purpose of eliminating minor uncertainties or irregularities in a quotation or proposal, and do not give a vendor the opportunity to revise or modify its quotation or proposal. FAR 15.306(a); *American Material Handling, Inc., B-410899, Mar. 12, 2015, 2015 CPD ¶ 106* at 5. Clarifications are not to be used to cure quotation deficiencies or material omissions, or materially alter the technical or cost elements of the quotation, or otherwise revise the quotation. *American Material Handling, Inc., supra*. Discussions, on the other hand, occur when an agency communicates with a vendor for the purpose of obtaining information essential to determine the acceptability of a quotation, or provides the vendor with an opportunity to revise or modify its quotation in some material respect. *Innovative Quality Sols., LLC, B-419009.2, Dec. 17, 2020, 2020 CPD ¶ 407* at 6.

Here, the record reflects that the technical quotation NOAA received from OReady was only 12 pages and did not include a draft QCP. AR, Tab 4, Protester's Technical Quotation. To the extent the protester is arguing that the QCP (or contents of a QCP) could be found in OReady's quotation after page 12, that part of the quotation does not exist in the record--nor for that matter, has it ever been produced by the protester during the course of this protest. See e.g., Protest, exh. 4, Protester's Technical Quotation. Thus, to become eligible for award, OReady would have been required to submit a revised technical quotation that included a draft QCP. Providing a vendor the opportunity to revise its quotation and cure a deficiency would constitute discussions, not clarifications, because that would require the revision of information that was a condition-precedent to being eligible for award. FAR 15.306(d); *ProMar; Urethane Prods. Corp.*, B-292409 et al., Aug. 25, 2003, 2003 CPD ¶ 187 at 8. Therefore, OReady's contention that NOAA was essentially obligated to seek clarifications regarding the protester's failure to include a draft QCP in its quotation is without merit. *ProMar; Urethane Prods. Corp.*, supra.

Remaining Challenges

The protester also argues that the agency's "shifting justification reveals lack of [a] fair evaluation." Protest at 3. Competitive prejudice is an essential element of a viable protest, and we will sustain a protest only where the protester demonstrates that, but for the agency's improper actions it would have had a substantial chance of receiving the award. *Booz Allen Hamilton, Inc.*, B-417418 et al., July 3, 2019, 2019 CPD ¶ 246 at 4. Here, consistent with the RFQ, the agency found OReady's failure to submit a draft QCP rendered the quotation unacceptable and, therefore, ineligible for award. RFQ at 53. Because we find the agency's conclusion to be reasonable, in this regard, the protester is not prejudiced even if the remainder of the evaluation was unreasonable. *Dependable Disposal and Recycling*, B-400929, Feb. 3, 2009, 2009 CPD ¶ 69 at 4. We therefore need not resolve any of the protester's remaining allegations, as the protester still would remain ineligible for award were we to sustain any of them. See *DGG RE Investments, LLC*, B-420905.2, B-420905.3, Jan. 19, 2023, 2023 CPD ¶ 32 at 11-12.

We deny the protest.

Edda Emmanuelli Perez
General Counsel