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# Decision

**Matter of:** Loch Harbour Group, Inc.

**File:** B-423384.2

**Date:** September 12, 2025

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## DIGEST

Protest challenging elimination from award is denied where agency reasonably found protester's quotation failed to comply with a material solicitation requirement.

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## DECISION

Loch Harbour Group, Inc., of Fairfax, Virginia, protests its elimination from the competition under request for quotations (RFQ) No. SP4701-24-Q-0070, issued by the Defense Logistics Agency (DLA) for application deployment and maintenance support for the DLA Enterprise Platform. The protester primarily challenges the agency's decision to eliminate Loch Harbour from consideration for award.

We deny the protest.

## BACKGROUND

The agency issued the solicitation on September 18, 2024, under the General Services Administration's (GSA) Federal Supply Schedule (FSS) using the procedures set forth in Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR), Exh. 2, RFQ at 158, 161. The solicitation contemplated the establishment of a single blanket purchase agreement (BPA) for each tier of a two-tiered requirement as described below. *Id.* at 160. The agency sought a full range of information technology services for approved projects, including the application deployment and maintenance support for the DLA Enterprise Platform and all use-cases deployed currently or requested in task orders issued under the BPA. *Id.* at 167. The agency would issue task orders in accordance with the need of the program. *Id.* at 161. Individual task orders would be

awarded on a fixed-price basis for a 12-month base period and up to four 12-month option periods depending on the customer's requirements. *Id.* at 162.

The DLA Enterprise Platform Support Services BPA requirements consist of two tiers of service, tier 1 and tier 2. *Id.* at 177-178. Tiers were to be separated by level of scope, complexity, level of effort, magnitude, and priority level of use-cases to DLA's internal timeline. *Id.* at 177. Competition under tier 1 was unrestricted, whereas competition under tier 2 was restricted to small businesses. *Id.* at 160 ("Tier 2 is a small business set-aside and will be awarded against the successful offeror's General Services Administration (GSA) Federal Supply Schedule.") *Id.* Relevant here, for tier 2, the RFQ provided that award would be made on a best-value tradeoff basis, considering the following factors: technical approach; key personnel; and price. *Id.* at 204-206.

Loch Harbour submitted a quotation to be considered under tier 2, which was set aside for small businesses. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2. DLA initially established the tier 2 BPA with Loch Harbour on March 4, 2025. *Id.* On March 13, an unsuccessful vendor, IntegrityPro Consulting, LLC, filed a protest with our Office, contending that Loch Harbour was ineligible for the tier 2 BPA because Loch Harbour was not a small business. AR, Exh. 5, IntegrityPro Protest at 1-2. In response, DLA proposed to take the following corrective action: (1) terminate the tier 2 BPA to Loch Harbour; (2) reevaluate quotations; (3) make a new award decision; and (4) take any other measures DLA deemed necessary. AR, Exh. 9, Apr. 2 Notice of Corrective Action at 1. Accordingly, based on the agency's proposed corrective action, we dismissed that protest as academic on April 9. *IntegrityPro Consulting, LLC*, B-423384, Apr. 9, 2025 (unpublished decision).

On April 24, as part of the reevaluation, DLA requested revised quotations. With its request for a revised quotation from Loch Harbor, DLA asked Loch Harbour to include any additional price discounts, as well as a signed copy of all solicitation amendments and a copy of Loch Harbour's GSA schedule. AR, Ex. 11, Email Exchange & Revised Quotation at 4. Loch Harbour responded by the May 1 deadline, but the firm failed to submit its GSA schedule with its revised quotation. COS/MOL at 4; *see* AR, Ex. 11, Email Exchange & Revised Quotation. The agency notified Loch Harbour on May 28 that it had been "removed from consideration for award" for failure to provide all information required by the solicitation, specifically, the vendor's GSA schedule. AR, Exh. 13, Notice of Removal from Award Consideration at 1; COS/MOL at 4. Loch Harbour filed this protest with our Office on June 9.

## DISCUSSION

The protester argues that the agency unreasonably eliminated Loch Harbour from consideration for award and that the agency improperly disclosed the protester's price before seeking revised quotations from vendors. Protest at 4,8. The agency responds that its decision to eliminate the protester from the competition was reasonable and consistent with the terms of the solicitation, and the agency properly exercised its discretion in seeking revised pricing in accordance with FAR section 8.405-4.

COS/MOL at 7-8. Although we do not address every allegation made by the protester, we have reviewed them all and find no basis to sustain the protest.<sup>1</sup>

### GSA Schedule Requirement

The protester argues that the agency's decision to remove Loch Harbour from the competition for failing to submit its GSA schedule contract was unreasonable. Protest at 4. Loch Harbour argues that its failure to submit its GSA schedule contract was immaterial. *Id.* at 7. Specifically, the protester argues that the agency already had access to, or "could easily access" the firm's GSA schedule, and that the agency "arbitrarily ignored" such information. *Id.* at 4, 7.

A review of the RFQ finds that the solicitation's submission instructions explicitly advised vendors of the following: "Vendors *must* submit their quotes and a copy of their GSA contract electronically via the GSA ebuy web page."<sup>2</sup> RFQ at 161 (emphasis added). In this connection, the RFQ explained that once a BPA was established, DLA would use the awardee's "existing GSA Federal Supply Schedule (FSS) contract to obtain IT services." RFQ at 160. The solicitation also stated that, with respect to pricing, "labor rates proposed will be the ceiling rates for each task order awarded under this BPA and cannot exceed your firm's GSA rates." *Id.* at 162; see *id.* at 205.<sup>3</sup>

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Akira Techs., Inc., Team ASSIST*, B-412017 *et al.*, Dec. 7, 2015, 2015 CPD ¶ 383 at 4-5. Clearly stated solicitation requirements are considered material to the needs of the government, and a quotation that fails to conform to the material terms and conditions of the solicitation is considered unacceptable and may not form the basis for award. *Bridges Sys. Integration, LLC*, B-411020, Apr. 23, 2015, 2015 CPD ¶ 144 at 4.

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<sup>1</sup> For example, while the protester makes passing reference to the fact that the agency had possession of its GSA schedule contract, (emailed to the agency on May 3 after the quotation deadline of May 1), the protester does not explain or argue why the agency should be required to consider the submission that it received after the deadline. Protest at 8; Comments at 2.

<sup>2</sup> The GSA eBuy system is an online RFQ tool designed to facilitate the submission of quotations for a wide variety of commercial goods and services under GSA schedules and technology contracts. *Bluewater Mgmt. Grp., LLC*, B-414785, Sept. 18, 2017, 2017 CPD ¶ 290 at 2 n.1.

<sup>3</sup> "The offeror shall complete 'Attachment 1: Pricing Spreadsheet' . . . to identify the proposed BPA rates, GSA rates and discounts, and GSA [labor categories]. This attachment must be submitted with the quote. The proposed labor rates cannot exceed the rates on your firm's GSA schedule." RFQ at 205.

Here, the solicitation not only advised vendors that they “must” provide their GSA schedule contracts with their quotations, but the RFQ also indicated that proposed labor rates could not exceed vendors’ GSA schedule rates. See RFQ at 205. Thus, it was clear from the solicitation that vendors were required to provide their GSA schedule contracts and suggests that the agency would ensure that proposed labor rates did not exceed the rates on the vendors’ schedule contracts by comparing vendors’ GSA schedule labor rates to their proposed labor rates.<sup>4</sup> Accordingly, we find the clearly stated requirement for vendors to submit a copy of their GSA schedule contract with their quotations to be a material term of the solicitation. *Bridges Sys. Integration, LLC, supra*.

There is no dispute that the protester failed to submit its GSA schedule contract with its revised quotation by the issued deadline. Protest at 8 (“Agency should have waived the omission”). Rather, the protester contends the agency’s decision to eliminate Loch Harbour from consideration for award was unreasonable because the agency could have accessed the protester’s GSA schedule contract through the GSA eLibrary, and that “it requires minimal effort to access such information.”<sup>5</sup> Protest at 5.

In a competitive FSS procurement, it is the vendor’s burden to submit a quotation that is adequately written and establishes the merits of the quotation. *Kearney & Co., PC*, B-420331, B-420331.2, Feb. 4, 2022, 2022 CPD ¶ 56 at 10. Agencies are not required to search for additional information that a vendor omitted or failed to adequately provide. *Crittenton Consulting Grp., Inc.*, B-422503, July 10, 2024, 2024 CPD ¶ 162 at 7. The fact that the agency may have had the ability to access GSA schedules does not absolve Loch Harbour of its responsibility to follow solicitation instructions and comply with a material term of the RFQ. Based on the terms of the solicitation and our review of the record, we conclude that the agency’s decision to eliminate Loch Harbour from the competition for failing to submit its GSA schedule with its quotation was a matter

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<sup>4</sup> We note that an instruction for vendors to submit their GSA schedule contracts with their quotations facilitates an agency’s compliance with the fundamental requirements of FAR subpart 8.4 by allowing the agency to, for example, confirm that the solicited requirements are in fact within the scope of the vendors’ schedule contracts, ensure that the contracts have sufficient remaining periods of performance, and determine that vendors’ quoted prices are consistent with the terms of their FSS contracts. See, e.g., *Noble Supply & Logistics, Inc.*, B-415725.3, Dec. 6, 2019, 2019 CPD ¶ 419 at 5-6, 8; see also COS/MOL at 5 (“[T]he Agency clearly required a copy of an offeror’s GSA Schedule to ensure that a resultant BPA could be issued against it, that the Agency knew what terms and conditions would apply to the resulting BPA and Task Orders issued, and to verify that an offeror’s proposed pricing did not exceed that which was in its GSA Schedule.”).

<sup>5</sup> GSA’s eLibrary is described as the “one source for the latest GSA contract award information.” GSA eLibrary, <https://www.gsaelibrary.gsa.gov/ElibMain/home.do> (last visited August 29, 2025).

within the agency's sound discretion; the protester's disagreement with the agency's judgment does not establish that the evaluation was unreasonable. *Kearney & Co., PC*, *supra* at 11. Accordingly, this protest allegation is denied.

### Remaining Challenges

Loch Harbour also argues that the agency's request for revised quotations after taking corrective action was unreasonable because the protester's price was disclosed during the initial award process. Protest at 9. Specifically, the protester contends that "[t]his disclosure, which occurred after the award but before the revised quote submissions, materially altered the competitive landscape," and that competitors "were allowed to revise their pricing with full knowledge of [Loch Harbour's] winning price, while [protester] received no such insight into the strategies or pricing of other vendors." *Id.* In response to this argument, DLA contends that the agency properly exercised its discretion in seeking revised pricing, including revised pricing from Loch Harbour, in accordance with FAR section 8.405-4. COS/MOL at 8.

We need not address the merits of Loch Harbour's allegation because we conclude that, even if the argument had merit, the protester could not have suffered prejudice based on the agency's actions. Competitive prejudice is an essential element of every viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. *Yukon Fire Prot. Servs, Inc.*, B-422351, Apr. 25, 2024, 2024 CPD ¶ 111 at 7.

As discussed above, we find reasonable the agency's decision to eliminate Loch Harbour from consideration for award because the protester failed to follow a material requirement of the solicitation. Therefore, even if we found that the agency's disclosure of the protester's price and subsequent request for revised quotations revisions to be unreasonable, Loch Harbour cannot demonstrate any competitive prejudice because the firm's quotation still remains ineligible for award. *Fusion Tech., LLC*, B-421560.13, B-421560.15, Apr. 7, 2025, 2025 CPD ¶ 105 at 8.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel