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# Decision

**Matter of:** Effective Communication Strategies, LLC; Corps of Engineers

**File:** B-423993.4; B-423993.5

**Date:** May 13, 2026

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Sarah S. Reida, Esq., Legal Meets Practical, LLC, for the protester.  
Robert I. Moore, Esq., Department of the Army, for the agency.  
Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Requests for modification of our recommendation to reopen the competition and make a new award decision are granted where the protested contract has been substantially completed. Where the protester is left with no other meaningful remedy, the recovery of bid and quotation costs is warranted.

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## DECISION

Effective Communication Strategies, LLC (ECS), a small business of Rapid City, Michigan, and the Department of the Army separately request that we modify the recommended corrective action set forth in our decision *Effective Communications Strategies, LLC; Corps of Engineers*, B-423993.1, B-423993.2, Feb. 18, 2026. In that case, we sustained ECS's protest against the award of a contract to Export 220 Volt, Inc., a small business of Houston, Texas, under request for quotations (RFQ) No. W912DY-25-Q-A101, issued by the Department of the Army, Corps of Engineers for replacement appliances at multiple U.S. Navy installations. We concluded that the agency failed to provide offerors with adequate time to respond to a number of solicitation amendments and technical evaluation notices, and recommended that the agency amend the solicitation to provide vendors a reasonable opportunity to submit revised quotations, evaluate those quotations, and make a new award decision. The Army requests that we modify our recommendation to reopen the competition and make a new award decision because the contract has already been substantially completed and, thus, our recommended corrective action is no longer feasible. The protester asserts that because the protested contract has been substantially completed, our Office should, in the alternative, recommend that it be reimbursed its reasonable quotation preparation costs.

We agree that modification of our remedy is appropriate here, and, therefore, grant the requests.

We have consistently concluded that requests for modification of a recommended remedy are effectively requests for reconsideration and have resolved them consistent with our regulations governing requests for reconsideration. *See Department of the Air Force--Request to Modify Recommended Remedy*, B-422938.3, Feb. 5, 2025, at 4 (collecting citations); *see also Van Ben Indus., Inc.; Survival Products, Inc.; Defense Logistics Agency--Recon.*, B-235431.4 *et al.*, Jan. 29, 1990, at 3-4 (granting requests for reconsideration to modify prior recommendation to resolicit and terminate the current contract if appropriate and instead award bid preparation and protest costs where the agency established urgent and compelling needs for contract performance and the contract was already substantially completed). To prevail on a request for reconsideration, the requesting party either must show that our decision contains errors of fact or law, or present information not previously considered, and which could not have been provided during the original protest, that warrants the decision's reversal or modification. 4 C.F.R. § 21.14(a); *Department of Veterans Affairs--Recon.*, B-405771.2, Feb. 15, 2012, at 3.

In its protest, ECS argued, among other things, that the agency had failed to provide vendors with sufficient time to respond to the agency's solicitation amendments and requests for revised and final quotation revisions. *Effective Communication Strategies, LLC, supra* at 7. We found that the agency's actions were inconsistent with applicable procurement law and regulation and otherwise unreasonable, and sustained the protest. *Id.* at 9-10. We recommended that the agency amend the solicitation to provide vendors a reasonable opportunity to submit revised quotations, evaluate those quotations, and make a new award decision. *Id.* at 9. If the agency determined that a vendor other than Export 220Volt had submitted the lowest-priced technically acceptable quotation, we recommended that the agency terminate the current contract and award to the new lowest-priced technically acceptable vendor, as appropriate. *Id.* We also recommended that the protester be reimbursed for its costs of filing and pursuing the protest, including reasonable attorney's fees. *Id.* at 9-10.

After the issuance of our decision, the agency notified our Office that it would not be feasible for it to implement the portion of our recommendation regarding amending the solicitation and making a new award determination because performance under the protested contract was substantially complete.<sup>1</sup> Resp. to GAO Sustain

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<sup>1</sup> The Competition in Contracting Act of 1984 (CICA) requires a federal agency that receives notice of a protest filed with our Office within ten days of award of a contract to stay the performance of the protested contract. 31 U.S.C. § 3553(d)(3)(A)(i); *but see* 4 C.F.R. § 21.6 ("GAO does not administer the requirements to withhold award or suspend contract performance"). Here, the protested contract was awarded on September 30, 2025. GAO, however, was closed from October 1 through November 12 due to a government shutdown that resulted from a lapse in available appropriations.

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Recommendation at 1 (“At this time, performance of this contract is substantially complete. In the [a]gency’s estimate, about 75% of items have been delivered.”); Agency Req. for Recon. at 1 (noting the contract was now approximately 80 percent completed). In light of this new information, the protester and agency subsequently submitted requests that we modify the portion of our recommendation that the agency reopen the competition and make a new award determination.

As an initial matter, we note that neither party seeks reconsideration of our underlying decision with respect to the merits of the protest, nor does the agency request that our Office modify our recommendation that the protester is entitled to its reasonable costs of filing and pursuing the protest. See, e.g., Agency Req. for Recon. at 2 (“[The agency] appreciates GAO’s feedback and will incorporate its recommendations to improve how it competes and awards contracts in the future.”); *id.* (requesting only that “GAO withdraw the portion of its recommended corrective action that the Agency amend the solicitation to provide vendors a reasonable opportunity to submit revised quotations, evaluate those quotations, and make a new award decision”). Second, neither party contests that the protested contract has been substantially completed. See, e.g., ECS Req. for Recon., at 3 (“Based on the status of contract performance, it is clearly not possible for this recommended corrective action to be implemented.”). Thus, on the record before us, we agree that our prior recommendation to reopen the competition and make a new award decision is no longer feasible. Therefore, the requests to modify our recommendation in this regard are granted.

The final issue for our consideration is the protester’s request for an alternative recommended remedy, and the agency’s opposition thereto. The protester argues that because the protested contract is substantially complete, our Office should amend our recommendation to alternatively recommend that the protester be reimbursed its reasonable quotation preparation costs. ECS Req. for Recon. at 3-4. The protester argues that the award of quotation preparation costs would be in accordance with equitable considerations as well as our precedent regarding an appropriate alternative remedy when other meaningful corrective action cannot be implemented. *Id.* at 4; see also, e.g., *Van Ben Indus., Inc.; Survival Products, Inc.; Defense Logistics Agency--Recon.*, *supra* (modifying prior recommendation and finding the protester entitled to its bid preparation costs in addition to its protest costs where the agency subsequently

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During the lapse in GAO’s available appropriations, GAO disabled access to its Electronic Protest Docketing System (EPDS), the system through which protesters are required to file new protests. See 4 C.F.R. § 21.1(b). Pursuant to guidance provided by our Office, applicable filing deadlines were tolled until the next business day on which GAO resumed operations. GAO resumed operations on November 13 and ECS filed its protest on the same day. According to the agency, because it did not receive a protest within 10 days of the September 30 award (*i.e.*, on or before October 9), the agency promptly authorized the awardee to commence performance of the contract, and it did not subsequently instruct the awardee to cease performance after receipt of ECS’s November 13 protest. Agency Req. for Recon. at 1-2.

represented that the contract had been substantially completed); *Gulf Elec. Constr. Co., Inc.--Costs*, B-235635.2, Jan. 5, 1990, at 2 (same).

In its opposition to this aspect of the protester's request for modification of our recommendation, the agency argues that our Office should deny the protester's request for quotation preparation costs. The agency contends that the protester knew or should have reasonably known that the agency did not need to stay performance of the contract because the November 13 protest was filed more than 10 days after the protester received the September 30 notice of award. Reply to ECS Req. for Recon. at 2. Moreover, the agency argues that the protester did not have a substantial chance of award. The agency argues that under these circumstances equitable considerations and our precedent weigh in favor of not granting quotation preparation costs. *Id.* at 4. For the reasons that follow, we agree with the protester that the most appropriate corrective action under the circumstances is for the agency to reimburse the protester for its quotation preparation costs in addition to its reasonable costs of filing and pursuing the protest.

CICA expressly authorizes that if GAO determines that a solicitation for a contract or a proposed award or the award of a contract does not comply with a statute or regulation, GAO may recommend that the federal agency conducting the procurement pay a protester the costs of filing and pursuing the protest, as well as bid and proposal preparation costs. 31 U.S.C. § 3554(c). Our decisions have explained that the recovery of bid or proposal preparation costs, or in this case quotation preparation costs, is based on the theory that in issuing a solicitation the government enters into an implied contract with bidders or offerors that their bids or proposals will be fairly and honestly considered. *Unified Indus., Inc.*, B-212996.2, Aug. 1, 1984, at 2. This implied contract may be breached, and the bidder or offeror thus entitled to recover its costs, where the record indicates both that the agency's actions were arbitrary and capricious and that these actions prejudiced the claimant. *Id.* at 2-3. Our Office generally recommends the recovery of bid and proposal preparation costs only in instances where the protester has been unreasonably excluded from competition and where other remedies as enumerated in our regulations are infeasible or otherwise not appropriate. *Brown Developments, LLC--Costs*, B-419279.2, Apr. 7, 2021, at 6 n.6 (citing *AeroSage, LLC--Costs*, B-417803.2, Oct. 29, 2019, at 4). Consistent with our prior decisions, we find that the protester is entitled to recover its reasonable quotation preparation costs in addition to its costs of filing and pursuing its protest where the agency's unlawful and unreasonable conduct of the procurement (a determination not challenged by the agency on reconsideration) deprived the protester of an opportunity to properly compete for award, but where no other meaningful relief can be afforded to the protester due to the current state of performance of the protested contract.

Further, we find the agency's arguments against the award of quotation preparation costs to be unpersuasive. First, even assuming that ECS knew, or reasonably should have known, that the agency was not required by CICA to stay performance of the award because the protest was not filed within 10 days of the September 30 award, such a fact should not deprive the protester of a meaningful remedy. The protester here

did not act in dilatory fashion when it filed its protest on November 13. Indeed, the protester timely filed its protest on the first available date when it was able to based on the resumption of GAO's operations and the restoration of EPDS functionality following the government shutdown. Ultimately, the circumstances of the government shutdown essentially made it impossible for the protester to file its protest in time to obtain a stay of performance under CICA. In any event, it is not necessary for a protester to have timely filed its protest to obtain a CICA stay of performance for our Office to make a recommendation to remedy an agency's unlawful and unreasonable conduct of a procurement. *See, e.g., IRT Corp.*, B-246991, Apr. 22, 1992, at 7 (recommending termination of the contract, but proposing bid and proposal costs as an alternative remedy if the agency determined that termination of the contract was not feasible where "performance of the challenged contract was not required to be suspended").

We similarly find no merit in the agency's second argument that the protester is not entitled to bid and proposal costs because, in the agency's estimation, the protester did not have a substantial chance of award. Competitive prejudice is an essential element of every viable protest and absent a showing of prejudice, we will not sustain a protest. *MCI Diagnostic Ctr., LLC*, B-422553.2, Aug. 9, 2024, at 3. A central evidentiary requirement of competitive prejudice is that the protester must demonstrate a substantial chance that it would have received the award but for the alleged errors in the procurement process. *Manhattan Strategy Grp., LLC—Recon*, B-420021.4, Jan. 11, 2022, at 4. Here, the protester demonstrated adequate competitive prejudice where the agency's unlawful and arbitrary multiple revisions of its technical requirements through a series of amendments and technical evaluation findings issued over the course of a weekend precluded the protester's ability to fairly and intelligently compete for the agency's actual requirements. *See Effective Communication Strategies, LLC, supra* at 6-7 (discussing procurement timeline). On these facts, it is not possible to conclude that the protester would not have had a substantial chance of receiving the award had it been afforded a reasonable basis to compete for the agency's actual requirements.

Accordingly, we modify our prior recommendation. Instead of amending the solicitation and making a new award decision, we recommend that the agency reimburse the protester for its quotation preparation costs, in addition to its reasonable costs incurred in filing and pursuing its protest, as well as the costs associated with pursuing this request for reconsideration. The protester should submit its certified claim for costs, detailing the time expended and costs incurred, directly to the contracting agency within 60 days of receiving this decision. *See* 4 C.F.R. § 21.8(f)(1).

The requests for modification of our recommended remedy are granted.

Edda Emmanuelli Perez  
General Counsel