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## Decision

**Matter of:** Soft Tech Consulting, Inc.

**File:** B-424323

**Date:** May 15, 2026

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Aron C. Beezley, Esq., Patrick R. Quigley, Esq., and Gabrielle A. Spiro, Esq., Bradley Arant Boult Cummings LLP, for the protester.  
Richard W. Postma, Esq., and Jessica Easton, Esq., Department of Homeland Security, United States Citizenship and Immigration Services, for the agency.  
Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

Protest that agency should have engaged in clarifications with protester before rejecting quotation is denied; the agency was not required to engage in clarifications, and it was not otherwise unreasonable for the agency to decline to engage in clarifications.

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### DECISION

Soft Tech Consulting Inc., of Chantilly, Virginia, protests the elimination of the quotation it submitted in response to request for quotations (RFQ) 70SBUR26Q0000001, issued by the Department of Homeland Security (DHS), United States Citizenship and Immigration Services (USCIS), for outcome-based delivery and development security operations services for the USCIS Office of Information Technology. Soft Tech asserts that the agency unreasonably rejected its quotation for a minor mistake without engaging Soft Tech in clarifications.

We deny the protest.

On January 16, 2026, DHS issued the RFQ as a small business set-aside to select vendors under the General Services Administration's (GSA) Federal Supply Schedule (FSS), Special Identification Number (SIN) 54151S, Information Technology Professional Services. Req. for Dismissal (RFD) at 2. The solicitation is being conducted in accordance with the procedures of Revolutionary Federal Acquisition

Regulation (FAR) Overhaul (RFO) section 8.401 and General Services Administration Manual subpart 538.71.<sup>1</sup> Electronic Protest Docketing System (Dkt.) No. 15.

The RFQ provided for a multi-phase evaluation, which included an opt-in phase and a phase 1 coding challenge and technical demonstration. During the opt-in phase, vendors were required to complete a pricing schedule workbook. RFD, exh. 2, RFQ at 65. Column A of the workbook listed the labor category titles used in the performance work statement. *Id.* In column B, vendors were required to list their corresponding GSA FSS labor category titles. *Id.* For each labor category, vendors were required to provide the hourly rate from their GSA schedule, then their quoted rates with any applicable discounts for the transition-in period, base period, and subsequent option periods. *Id.* The RFQ provided, “. . . if any of the quoted labor rates are greater than the Quoter’s GSA [multiple award schedule] labor rates the quoter will be deemed non-compliant, ineligible for award and will not continue on . . . to Phase 1 . . . .” RFQ at 66, 74. The RFQ also provided that “[t]he Government reserves the right to make an award on initial quotations,” and “[t]he Government may engage in clarifications to better understand aspects of the quotation.” *Id.* at 62-63.

Soft Tech submitted a pricing workbook during the opt-in phase. For the project management lead labor category, in column B, Soft Tech listed a project manager, level A, as the corresponding labor category from its GSA FSS contract. Soft Tech’s quoted labor rates for the project manager, level A for each of the transition-in period, base full performance period, and option 1 period, was \$[DELETED]. For the option 2 period, it was \$[DELETED]. Protest at 9; RFD at 3. The agency evaluated the workbook and determined that Soft Tech’s proposed labor rates for the level A project manager were higher than \$142.22, the rate listed in Soft Tech’s GSA schedule contract for this labor category. *Id.* As a result, the agency eliminated Soft Tech’s quotation from the competition and Soft Tech was not permitted to participate in the phase 1 coding challenge or technical demonstration. *Id.*

The parties do not dispute that Soft Tech’s pricing work book listed labor rates for its project manager, level A, that were higher than Soft Tech’s GSA schedule rates for that labor category. In this regard, Soft Tech explains that its GSA schedule has three levels for each labor category--A, B, and C--with progressively increasing qualification requirements and labor rates. According to Soft Tech, it intended to quote a project manager, level B, position, but mistakenly listed project manager, level A, in the pricing workbook, while still providing the higher labor rate for the project manager, level B labor category. As noted above, Soft Tech’s GSA schedule rate for a project manager, level A position, was \$142.22. Soft Tech’s GSA schedule rate for a project manager, level B, was \$172.60.

Soft Tech asserts that the error was minor, and the only correction required is to change the letter A to letter B. Resp. to RFD at 3 n.2. Soft Tech argues that it was

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<sup>1</sup> DHS has issued a class deviation and is following the Revolutionary FAR Overhaul. Dkt. No. 15.

unreasonable and an abuse of discretion by the agency not to engage in clarifications and allow Soft Tech to make this correction. Protest 10-12. Soft Tech notes that the solicitation provided that resolution of clerical mistakes or the correction of minor informalities or irregularities is not considered a revision to the quotation.<sup>2</sup> *Id.* at 11-12. Soft Tech further argues that the solicitation gave the agency discretion to engage in clarifications. *Id.*

The agency disagrees with Soft Tech's contention that fixing the alleged error is a minor correction that could be addressed through clarifications; rather the agency contends that clarifications would not be appropriate to make, what the agency contends, would be a revision to Soft Tech's quotation. RFD at 5 n.1. The agency asserts, however, that even if this is a minor error that could be corrected through clarifications it was under no obligation to engage in clarifications to permit Soft Tech to correct the error, and that given this, it was not unreasonable for the agency to choose not to engage in clarifications. *Id.* at 4-7. We agree.

When conducting a procurement using FAR subpart 8.4 procedures, there is no requirement that an agency seek clarification or conduct discussions with vendors regarding the content of submitted quotations. *The Lioce Group, Inc.*, B-421582, July 5, 2023 at 6 (no requirement in FAR subpart 8.4 that an agency seek clarifications or otherwise conduct discussions with vendors or offerors).<sup>3</sup> This is the case even though

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<sup>2</sup> Soft Tech, citing cases from the Court of Federal Claims (COFC), asserts that while the decision to engage in clarifications is generally permissive, there are situations when a contracting officer's discretion is abused by not seeking clarifications. See Protest at 10 (citing *BCPeabody Constr. Servs., Inc. v. United States*, 112 Fed. Cl. 502, 512 (2013); *Aspire Therapy Servs. & Consultants, Inc. v. United States*, 166 Fed. Cl. 366, 378 (2023) (agency abused its discretion by disqualifying offeror for minor clerical error in spreadsheet)). First, these cases are distinguishable because they do not involve a FAR subpart 8.4 procurement and the errors were viewed by the court as obvious from the face of the proposals. Here, there was no way for the agency to have known that the protester intended to propose a different labor category from its schedule. In any event, our Office has also consistently noted that decisions of the COFC are not binding on our Office, and we have continued to find that agencies are not obligated to engage in clarifications with offerors. See *Aurora Industries, LLC*, B-419448.4, B-419448.5, Nov. 16, 2023 at 5 n.5 (noting that while protester relied on *Aspire Therapy Servs. & Consultants, Inc. v. United States*, in arguing that the agency unreasonably failed to engage in clarifications with the protester, decisions of COFC are not binding on GAO); *Alltech Engineering Corp.*, B-414002.2, Feb. 6, 2017 at 7 n.7 (noting that protester cited *BCPeabody Constr. Servs., Inc. v. United States* for the proposition that agency should have sought clarification regarding omission from Alltech's proposal but the Court's decision in *BCPeabody* is not controlling on GAO).

<sup>3</sup> While the cited case was issued when the previous version of the FAR applied, the RFO does not alter our analysis. Notably, the RFO continues to state that the agency may engage in clarifications but is not required to do so. RFO 15.202.

the solicitation provided that the government may engage in clarifications to better understand aspects of the quotation. This provision permitted, but did not require, the agency to engage in clarifications with Soft Tech. See *Wright Tool Company*, B-420553, June 20, 2022 at 4 n.2 (FAR part 15)<sup>4</sup>; See *All Points Logistics, Inc.*, B-418700.2, Jan. 11, 2021 at 8 (no right to clarifications where the solicitation reserved the right to ask clarification questions--FAR part 16); see also *Parsons Government Services, Inc.*, B-422849, November 21, 2024 at 7-8 n.3 (FAR part 16). Given that the solicitation allowed but did not require the agency to engage in clarifications, we see no basis to conclude that the agency acted unreasonably by exercising its discretion and not engaging in clarifications with Soft Tech.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>4</sup> As our decisions have previously noted, the procedures of FAR part 15 governing contracting by negotiation--including those concerning exchanges with offerors after receipt of proposals--do not govern competitive procurements under the FSS program. *Ricoh USA*, B-411888.2, Nov. 18, 2015 at 5. However, our Office looks to the standards in FAR part 15 for guidance in determining whether exchanges that occur with vendors were fair and equitable. *Id.* at 6.