



## Decision

**Matter of:** Oready, LLC

**File:** B-424375

**Date:** July 6, 2026

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Mike Farro for the protester.  
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### DIGEST

Protest challenging agency's determination that the protester is not responsible is denied where the record shows that the agency's determination was reasonable and supported by the record.

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### DECISION

Oready, LLC, a small business of Las Vegas, Nevada, protests the Government Publishing Office's (GPO) determination that Oready was not responsible to perform the contract awarded under invitation for bids (IFB) No. 370-S R1, issued by the agency for the printing of internal revenue manuals for the Internal Revenue Service (IRS). The protester asserts that the nonresponsibility determination was unreasonable and unsupported by the record.

We deny the protest.

### BACKGROUND

On February 6, 2026, the agency issued IFB No. 370-S R1, seeking bids for the printing of IRS internal revenue manuals. Agency Report (AR), Exh. B, IFB at 1. The IFB contemplated a single-award contract, for a base year ending on May 31, 2027, and four 1-year option periods. Contracting Officer's Statement (COS) at 1.

The selected contractor will print IRS manuals, which requires the contractor to perform various activities to include "the establishment, updating, and maintenance of an XML text and graphics publishing database; electronic prepress; composition; output of

electronic files in various formats; printing; binding; packing; and distribution.” Supp. AR, Exh. 2, March 20 Nonresponsibility Determination & Findings (D&F) at 1. The manuals have to meet the quality level (QL) IV standard for printing and finishing and are expected to contain sensitive but unclassified and personally identifiable information material. IFB at 2, 4, 7.

The solicitation provided that “[i]n order to determine the responsibility of the contractor, the [g]overnment reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform.” *Id.* at 20. The IFB stated that, as part of the pre-award survey, the contractor “shall present” detailed pre-award production plans with respect to quality control, security control, and disposal of waste materials. *Id.* at 21. The IFB also instructed that “[i]f the [g]overnment requests additional information after review of plans, the contractor must submit updated plans within two (2) workdays of the request.” *Id.* at 21.

The agency received two bids in response to the solicitation, one from Oready and another one from NPC, Inc. COS at 1. On February 26, after determining that Oready had submitted the lowest-priced bid, the GPO instructed Oready to submit its pre-award survey plans, as specified in the solicitation, including its plans regarding quality control, security control, and disposal of waste materials. *Id.* at 2; IFB at 21.

Upon receipt and review of the protester’s pre-award survey plans, the agency customer, the IRS, documented several concerns, including Oready’s failure to “include details about surveillance (via cameras, digital access logs, etc.),” or to include “mention of fire or other hazard extinguishing equipment.” COS at 2. In addition, the GPO’s quality control (QC) personnel, who also reviewed the plans, notified the contract specialist about multiple problematic issues in Oready’s pre-award survey plans, noting, for example, that Oready does “not list printing at all in [its] products and services portion of [GPO] Publish,<sup>1</sup> they only list binding equipment” and that its second listed location, in Campbell, California, “is not a registered location in Publish, and [Oready does] not list any equipment at that location in their plans.” *Id.*; AR, Exh. G, GPO QC Issues at 1. The QC team continued “that Pantone colors may be used [on the contract but Oready] only has digital equipment available.” *Id.*; AR, Exh. G, GPO QC Issues at 1.

Accordingly, the agency requested revised pre-award survey plans from Oready, with “more ... detailed information” needed to assess its responsibility. COS at 3; AR, Exh. H, Email Exchange re: Pre-Award Issues at 3. For example, the agency noted that “[n]o Quality level has been assigned to Oready” and advised the firm to “[p]lease contact GPO [Quality Control for Published Products (QCPP)] to see how you can be

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<sup>1</sup> Publish is a portal that provides federal government customers the opportunity to order printing and publishing products and services through GPO. See <https://publish.gpo.gov/aboutus> (last accessed on June 22, 2026).

assigned a quality level.” AR, Exh. H, Email Exchange re: Pre-Award Issues at 3. In response, Oready submitted an updated pre-award production plan, equipment/capability schedule, and GPO Publish approval confirmation. *Id.*

After reviewing Oready’s updated plan, the contracting officer found it to be inadequate. Specifically, the contracting officer concluded that:

the protester did not adequately address the requested clarifications, including: a) floor plans showing existing walls, production areas, and current security measures; b) the [U.S. Postal Service] facility intended for mailed shipments; c) the carrier designated for bulk shipments; d) an updated equipment list specifying make and model to determine production capacity; and e) plans to submit printed samples to GPO QC for evaluation and quality level rating.

COS at 3.

Additionally, while Oready submitted “a new equipment list as part of its GPO vendor registration process in GPO Publish,” the GPO QC team evaluated the updated equipment and concluded that it “will not be able to perform” the instant requirement. *Id.* at 3. The QC team stated that “[t]he digital press cannot print Pantone colors, and while the cutter and drill may technically be able to perform, this product is at the maximum of their abilities” and also that the “shredder and booklet stapler will not be able to perform.” *Id.*; AR, Exh. J, GPO QC Evaluation of Oready’s Equipment at 1.

Accordingly, the contracting officer determined that Oready was not responsible to perform the work required under the contract. AR, Exh. L, Nonresponsibility Determination. The contracting officer explained that she made the determination “because [Oready] did not provide sufficient plans that meet the quality control, security and waste disposal contract requirements.” *Id.* at 1. The contracting officer also noted that Oready did not submit printing samples to QCPP for evaluation and quality level rating and did not demonstrate past performance that demonstrated the ability to meet the Quality level IV requirement of the contract. *Id.*

This protest followed.

## DISCUSSION

Oready challenges the contracting officer’s negative determination of responsibility, arguing that it lacks a reasonable basis and is unsupported by the record. Protest at 3-4. The protester also complains that the agency “converted QCPP and unspecified ‘Level IV’ proof into an unstated, dispositive award condition.”<sup>2</sup> *Id.* at 1.

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<sup>2</sup> While we do not address in detail every argument raised by Oready in its protest, we have reviewed each issue and find no basis to sustain the protest. For example, in its  
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The agency responds that the nonresponsibility determination was reasonable and supported by “multiple justifications,” including an assessment of Oready’s pre-award survey plans by the customer agency (IRS), GPO’s own QC team, and the contracting officer. Memorandum of Law at 2-3; COS at 2-4. The GPO also adds that in accordance with the solicitation, a final product had to meet QL IV standards for printing and finishing attributes. Agency’s May 26 Response at 3. Firms could become QL certified either by submitting samples, or by proving their ability through previous work performed for GPO; the protester did neither. *Id.*

Based on our review of the record, we see no basis to sustain Oready’s protest. In making a negative responsibility determination, contracting officers are vested with a wide degree of discretion in determining the amount of information that is required to assess an offeror’s responsibility. *Cargo Transport Sys. Co.*, B-411646.6, B-411646.7, Oct. 17, 2016, at 5; *Torres Int’l, LLC*, B-404940, May 31, 2011, at 4. Our review is based on the information available to the contracting officer at the time the determination was made. *Acquest Dev. LLC*, B-287439, June 6, 2001, at 3. Although the determination must be factually supported and made in good faith, the ultimate decision appropriately is left to the agency, since it must bear the effects of any difficulties experienced in obtaining the required performance. *Cargo Transport Sys. Co.*, *supra*. For these reasons, we generally will not question a negative determination of responsibility unless the protester can demonstrate bad faith on the part of the

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comments on the agency report, Oready raises numerous additional challenges--“supplemental protest grounds”--alleging, among other things, that the agency’s nonresponsibility determination and findings (D&Fs) were inconsistent with the nonresponsibility notice provided to Oready, as they added “multiple rationales” not included in the nonresponsibility notice. Comments and Supp. Protest at 4. We find no inconsistency between the notice and the D&Fs, despite the greater detail provided in the latter documents. In addition, we will not review the adequacy of the notice or the agency’s decision not to provide the protester with granular detail in the notice. *Cf. A1 Procurement, JVG*, B-404618, Mar. 14, 2011, at 5 n.5 (our Office does not review procedural matters, such as the adequacy of a debriefing, that do not involve the validity of the procurement action being challenged).

We also dismiss Oready’s assertions that the GPO failed to notify our Office that the agency had issued an override of the mandatory stay of performance required by the Competition in Contracting Act (CICA). Comments and Supp. Protest at 9. First, the agency did advise our Office that it had overridden the CICA stay due to urgency. See COS at 5. Second, as our Office has explained in the past, an agency’s failure to adhere to the stay requirement in 31 U.S.C. §3553(d)(3)(A) is not a valid basis for protest. 4 C.F.R. § 21.6 (“GAO does not administer the requirements to stay award or suspend contract performance under CICA”); *Serco, Inc.*, B-410676.2, May 24, 2011, at 2-3.

agency or a lack of any reasonable basis for the determination. *Colonial Press Int'l, Inc.*, B-403632, Oct. 18, 2010, at 2.

The record reflects that the agency notified Oready of its concerns with the firm's pre-award survey plans. While Oready contends that it provided "the three written plans the solicitation called for--Quality Control, Security Control, and Disposal of Waste Materials"--and did so "in site-specific operational detail," Protest at 3, the record shows that it refused the agency's request for "a floor layout or supplier documentation." AR, Tab H, Email Exchange Re: Pre-Award Survey Plans at 1. Also, while the protester submitted an equipment list, the GPO's QC team concluded that some of the proposed equipment would be "unable to meet contract requirements" or was of only "limited capacity."<sup>3</sup> Supp. AR, Exh. 2, March 20 Nonresponsibility D&F at 2; AR, Exh. J, GPO QC Evaluation of Oready's Equipment. Given this record, we have no basis to conclude that the contracting officer unreasonably deemed Oready to be nonresponsible.<sup>4</sup>

To the extent Oready argues that it has previously submitted similar pre-award production plans for a prior version of the current program 370-S procurement, and its proposed workflow and pre-award plan structure were not treated as "inherently deficient," the argument is misplaced. Protest at 2. Our Office has explained that responsibility determinations are based upon the circumstances of each procurement; these determinations are inherently judgmental and the fact that different conclusions may be reached as to a firm's responsibility does not demonstrate unreasonableness or bad faith. *Harvard Interiors Mfg. Co.*, B-247400, May 1, 1992, at 9.

In addition, the record reflects that Oready failed to demonstrate it could meet the solicitation requirement that the printed materials provided under the contract meet QL

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<sup>3</sup> Oready also argues it provided a sufficiently updated equipment list and complains about inconsistencies in the agency's various filings discussing the assessment of Oready's equipment. Protester's Comments on May 26 Submission at 11. Regardless of the agency's representations during the proceedings before our Office, the underlying record is consistent that the proposed equipment was found to be "unable to meet contract requirements" or was of only "limited capacity." Supp. AR, Exh. 2, March 20 Nonresponsibility D&F at 2; AR, Exh. J, GPO QC Evaluation of Oready's Equipment. We see no basis to question the reasonableness of these determinations.

<sup>4</sup> The record shows that, on multiple occasions during the agency's responsibility determination, the GPO requested that Oready update its pre-award survey plans. Oready, however, did not provide all of the information requested by the agency, and instead asked the agency to justify some of its requests. AR, Tab H, Email Exchange Re: Pre-Award Survey Plans at 1, 3. Contrary to Oready's contention that the agency should have responded to this refusal by again asking for the same information, we find that the agency reasonably based its responsibility determination on the information that Oready provided (or failed to provide) and was not obligated to give Oready a second chance to submit the requested information.

IV standards for printing and finishing. See IFB at 2, 32. We note that although the solicitation itself did not describe ways in which firms could demonstrate their ability to deliver products at that quality level, the solicitation advised bidders that they might need to provide “other evidence of technical, production, managerial, financial, and similar abilities to perform” to assist the agency’s responsibility determination. IFB at 20. Further, the protester was advised, during that process, that Oready needed to confirm its ability to perform at the required QL standard, and to “contact GPO QCPP to see how you can be assigned a quality level.” AR, Exh. H, Email Exchange re: Pre-Award Issues at 3. The contracting officer reasonably explains that to “make this determination,” the firms could either provide “[p]rinting samples or past performance [references] on similar GPO contracts requiring the same . . . QL.” Supp. COS at 2. As the contracting officer notes, Oready did not use either of those methods to demonstrate it met the minimum QL standard. *Id.* As a contracting officer is vested with a wide degree of discretion and, of necessity, must rely upon her business judgment in exercising that discretion, *Torres Int’l, LLC, supra*, we see no basis to question her judgement in specifying the methods to demonstrate a contractor’s ability to fulfill the requirement.<sup>5</sup>

Based on this record, we find no merit to Oready’s protest of the agency’s nonresponsibility determination. As discussed above, a nonresponsibility determination is a matter where the contracting officer is vested with broad discretion in exercising his or her business judgment, and Oready has not shown that the contracting officer here abused that discretion or that her determination had no reasonable basis. See *Kilgore Flares Co.*, B-292944, *et al.*, Dec. 24, 2003, at 6; *Rotech Healthcare, Inc.*, B-409020, B-409020.2, Jan. 10, 2014, at 11 (responsibility determinations are inherently judgmental).

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>5</sup> The protester also complains about a comment issued by the GPO QC team that stated that Oready’s “digital press cannot print Pantone colors.” AR, Exh. J, GPO QC Evaluation of Oready’s Equipment at 1. The protester argues that this assertion is incorrect, and while the issue is “not necessary to sustain the protest,” it illustrates that the agency’s “explanations deserve little weight.” Protester’s Comments on May 26 Submission at 10. Because the contracting officer clarified that this finding was not a factor in the nonresponsibility determination, see Supp. COS at 1-2, and it is not listed in any of the D&Fs, we see no need to address this point further.