



# Decision

**Matter of:** Oready, LLC

**File:** B-424540

**Date:** August 13, 2026

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Michael Faro, for the protester.  
William B. Blake, Esq., Department of the Interior, for the agency.  
Christine Martin, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO,  
participated in the preparation of the decision.

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## DIGEST

Protest challenging the terms of the solicitation as unduly restrictive of competition is denied where the agency has demonstrated that the requirement for quotations to include a letter of commitment from key personnel is reasonably necessary to meet the agency's needs.

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## DECISION

Oready, LLC, a small business of Las Vegas, Nevada, protests the terms of request for quotations (RFQ) No. 140A2326Q0129, issued by the Department of the Interior (DOI), Bureau of Indian Education (BIE), for speech therapy services. The protester contends that the solicitation's requirement for quotations to include a letter of commitment from the individual who will be providing the services is unduly restrictive of competition.

We deny the protest.

## BACKGROUND

The RFQ was issued as a small business set-aside on April 28, 2026, pursuant to the procedures of Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) parts 12 and 13,<sup>1</sup> for speech therapy services at the Bread Springs Day School in

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<sup>1</sup> The DOI issued class deviations adopting RFO parts 12 and 13, both effective March 31, 2026. DOI-wide Class Deviation - Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Department of the Interior Acquisition Regulation (DIAR) Part (continued...)

Vanderwagen, New Mexico. Agency Report (AR), Tab 2, RFQ at 1-2; Contracting Officer's Statement (COS) at 1.<sup>2</sup> The contractor is to provide a speech therapist who will perform in-person speech therapy services such as identifying students with speech and language impairments, consulting with teachers regarding teaching and learning styles, and participating in activities designed to prevent academic and literacy problems. RFQ, attach. 1, Statement of Work (SOW) at ¶¶ 1-2.

The RFQ contemplates the award of a fixed price contract to be performed over a 1-year base period and two 1-year option periods. RFQ at 4. Award will be made to the vendor providing the best value to the government considering capabilities, key personnel, and price factors. *Id.* at 22. As relevant here, under the key personnel factor, vendors are required to submit "a signed letter of commitment from the viable and available key personnel" with their quotations, and the letter "must include [a statement that the] individual is committed to moving forward upon approval by the [Bureau of Indian Education]." *Id.* Amendment 0004 reiterated the need for a letter of commitment from the proposed speech therapist. AR, Tab 7, RFQ, amend. 0004 at 2 ("As stated in the solicitation, a Letter of Commitment is required. Please ensure this document is included with your quote.")

Prior to the due date for receipt of quotations, Oready filed this protest with our Office.

## DISCUSSION

Oready primarily asserts that the requirement for quotations to include a signed letter of commitment from the vendor's proposed key person who will be providing the speech therapy services is unduly restrictive of competition because it is not reasonably necessary to meet the agency's needs.<sup>3</sup> Oready contends that allowing a vendor to certify commitment on behalf of the key person should be sufficient, and that requiring a letter from the key person is unduly burdensome. Comments at 1-2.

The BIE responds that this requirement is reasonably necessary to meet its needs. The contracting officer explains that the agency has previously accepted letters of commitment from employers on behalf of key personnel, but that these commitments have not reliably ensured that the proposed individual is actually aware of, prepared for, or willing to perform the work required, especially where, as here, the requirement is to be performed in a remote location on a part-time basis. COS at 3. The contracting

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(...continued)

1412 at 1; DOI-wide Class Deviation - Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 13, (DIAR) Part 1413 at 1.

<sup>2</sup> Page citations are to the Adobe PDF page numbers.

<sup>3</sup> In pursuing this protest, Oready made various arguments that are in addition to, or variations of, the core argument discussed here. See Comments at 5-8, 11. We have considered all of these arguments and find no basis to sustain its protest.

officer states that in past procurements, contractors have apparently named key personnel without securing their explicit agreement, resulting in last-minute withdrawals, early resignations, and prolonged vacancies. *Id.* These staffing gaps have caused delays in mandated services, increased contract administration burdens, and created compliance risks under the Disabilities Education Act. *Id.* The agency contends that the requirement is designed to mitigate high contractor staff turnover, reduce telework requests, improve the likelihood that qualified personnel will be available at the start of the school term, and reduce statutory compliance issues. *Id.* at 2-4; Memorandum of Law (MOL) at 3. The agency asserts that Oready's argument that a letter of commitment from an employer should be sufficient amounts to disagreement with the agency's choice of how to identify committed key personnel. MOL at 3-4.

Oready responds that, because the agency has accepted letters of commitment from employers in the past, there is no reason the agency should have a more restrictive requirement now. Oready also asserts that the agency report does not include any documentation to support the agency's claims that the agency has had issues in the past with staff turnover, telework requests, or underqualified key personnel, and therefore the agency does not have a reasonable basis for this requirement.

Where a protester challenges a specification or requirement as unduly restrictive of competition, the procuring agency has the responsibility of establishing that the specification or requirement is reasonably necessary to meet the agency's needs. *Oready, LLC*, B-423758, Dec. 8, 2025, at 3; *JRS Staffing Servs.*, B-410098 *et al.*, Oct. 22, 2014, at 6. Our Office will examine the adequacy of the agency's justification for a restrictive solicitation provision to ensure that it is rational and can withstand logical scrutiny. *Id.* The determination of an agency's needs and the best method for accommodating them is a matter primarily within its discretion. *Oready, supra*.

BIE has articulated a reasonable basis for having offerors submit letters of commitment from their proposed individual key personnel; namely, to ensure that the individual is aware of the performance location and travel demands, part-time hours, other performance requirements, and to reduce staff turnover, telework requests, and statutory compliance issues. Oready's assertion that the agency has accepted letters of commitment from employers on behalf of key personnel in the past does not provide a basis to question the requirement. As an initial matter, each procurement stands on its own, and an agency's actions during one acquisition have no bearing on its actions in another acquisition. *Security Logistics Intelligence Construction Eng'g Co.*, B-422390, May 28, 2024, at 5. Moreover, it's the very prior procurement experience that provides the basis for the determination of the current need. Ultimately, the protester's challenge amounts to disagreement with the agency's decision as Oready has not demonstrated that the agency lacks a reasonable basis for the inclusion of the requirement. A protester's disagreement with the agency's judgment concerning the agency's needs and how to accommodate them does not show that the agency's judgment is unreasonable. *JRS Staffing Servs., supra* at 7.

Further, Oready's contention that the agency report does not include contemporaneous documentation does not provide a basis to question the agency's justification for the requirement. An agency is not required to document its consideration of less restrictive alternatives to satisfy a protester challenging a solicitation requirement as unduly restrictive; rather, the agency is required to establish the requirement as reasonably necessary to meet its needs. *Oready, supra*. The agency has done so here by explaining that the requirement to provide a letter of commitment from the individual key personnel is essential to ensure that the individual is aware of the performance requirements and to avoid the issues that have arisen in the past. See COS. To the extent that Oready argues that this requirement is unduly burdensome, the fact that a requirement may be burdensome or even impossible for a particular firm to meet does not make it objectionable if the requirement properly reflects the agency's needs. *JRS Staffing Servs., supra* at 7.

Oready also asserts that the requirement regarding the letter of commitment is ambiguous. According to Oready, the requirement for the letter of commitment to include a statement that the individual is committed to moving forward "upon approval by the [BIE]" is ambiguous because the solicitation does not define what approval by the BIE means. Comments at 2, 9; RFQ at 22.

The agency responds that "approval" is clearly defined by the RFQ, and that when the RFQ is read as a whole, it is clear that "approval" refers to successful background screening of the proposed key personnel. The agency points to the portion of the RFQ that states:

[A]ll positions with duties and responsibilities involving regular contact with or control over Indian children are subject to a background investigation and determination of suitability for employment. Accordingly, all such positions require a favorable background screening by the [BIE] and a favorable background investigation by the Defense Counterintelligence Service Agency (DCSA).

RFQ at 15.

The agency explains that contractor employees are not allowed onsite until a favorable screening is completed and that, aside from the background investigation process, there is no other post-award approval procedure in the RFQ. Thus, the agency contends that this requirement is not ambiguous. COS at 4-5; MOL at 4.

Oready responds that the agency's explanation does not demonstrate that the solicitation is clear regarding what approval by BIE means. Oready contends that the letter of commitment will be evaluated once its quotation is submitted, but the processes required for approval as explained by the agency, like background screening, are post-award events that are out of Oready's control, and therefore the requirement that the individual key personnel state that the individual is committed to moving forwarding

pending approval by BIE does not make sense because Oready “cannot assure BIE approval.” Comments at 9.

Where a protester and the agency disagree about the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions, and by assessing whether each posited interpretation is reasonable. *Oready, LLC*, B-423934, Jan. 9, 2026, at 4. An ambiguity exists where two or more reasonable interpretations of the terms or specifications of the solicitation are possible. *Id.* To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.*

Oready’s interpretation of the solicitation is not reasonable because it is based on a misreading of the requirement. The RFQ states that the letter of commitment from the individual key personnel must “include [a statement that the] individual is committed to moving forward upon approval by the [Bureau of Indian Education].” RFQ at 22. The letter does not require a statement that the key personnel or the employer “assure” BIE’s approval. Moreover, the fact that BIE’s approval is out of Oready’s control is not evidence that the requirement is ambiguous. As a result, we deny this protest ground.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel