



Decision

Matter of: Casey & Company LLC

File: B-424785

Date: October 14, 2026

Casey Forbes, for the protester.
James L. Weiner, Esq., Department of the Interior, for the agency.
Uri R. Yoo, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protest challenging agency's decision not to consider vendor's quotation is denied where the quotation was not timely received at the solicitation's designated email address because the protester's email submission was quarantined by the agency's email security system.

DECISION

Casey & Company LLC, a small business of Washington, District of Columbia, protests the issuance of a purchase order to Brann Services LLC, a small business of Chattanooga, Tennessee, under request for quotations (RFQ) No. 140P1326Q0029, issued by the Department of the Interior (DOI), National Park Service (NPS) for leaf removal services. The protester contends that the agency improperly failed to consider its timely submitted quotation.

We deny the protest.¹

¹ The parties requested that our Office process this protest under the express option provisions of our Bid Protest Regulations. 4 C.F.R. § 21.10. We granted the request. As a result, the parties submitted their filings under an accelerated schedule, and this decision was issued before the 65-day deadline under our express option procedures. See *id.*

BACKGROUND

On June 26, 2026, NPS issued the solicitation as a small business set-aside using the procedures of Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) part 12 for the acquisition of commercial products and commercial services.² Contracting Officer's Statement (COS) at 3; Agency Report (AR), Tab 1A, RFQ at 1, 3-4. The RFQ sought a vendor to provide leaf removal services for the Rock Creek National Park in the District of Columbia. RFQ at 4. The solicitation contemplated the issuance of a fixed-price purchase order for a 1-year base period, four 1-year option periods, and one 6-month option to extend. AR, Tab 2C, Amended Performance Work Statement at 1.

The RFQ established price as the sole evaluation factor and provided that award would be made to the responsible vendor submitting the lowest-priced quotation. RFQ at 11-12. As relevant here, the solicitation instructed vendors to submit their quotations by email to the contracting officer at the email address provided in the solicitation by 12:00 p.m. Eastern Time on July 29.³ *Id.* at 5, 9. The RFQ also provided as follows:

Offerors are responsible for submitting quotes/proposals so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors should consider and account for potential delays in transmissions between when an electronic submission is submitted and when an electronic submission is received. Late quotes/proposals will not be accepted.

² DOI issued a class deviation adopting RFO part 12, effective March 31, 2026. DOI-wide Class Deviation--RFO Overhaul Part 12, DOI Acquisition Regulation Part 1412 at 1.

³ The solicitation incorporated by reference RFO clause 52.212-1, which provides, in relevant part, as follows:

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

RFO 52.212-1(c); see RFQ at 9.

Id. at 10.

The record shows that Casey sent its quotation to the email address specified in the solicitation on July 23, at 8:59 a.m. Eastern Time. Protest, exh. D, Microsoft Outlook Transmission Trace at 1. Shortly thereafter, Casey received a delivery confirmation that its email system “successfully sent the message to” the specified email address and that the message was “received by DS3PR19MB9535.namprd19.prod.outlook.com.” *Id.*

By the solicitation’s closing date of July 29, the contracting officer received 15 quotations in his email inbox, to include the quotation from Brann Services.⁴ COS at 3; AR, Tab 5, SSD at 3. Casey’s quotation was not among them. *Id.* After evaluating the quotations received, the contracting officer selected Brann Services for award as the responsible vendor with the lowest-priced quotation and posted the notice of award on the System for Award Management website on August 11. AR, Tab 5, SSD at 4; AR, Tab 7, Notice of Award at 1-2.

On August 11, shortly after the posting of the award notice, Casey emailed the contracting officer to request a debriefing. AR, Tab 8A, Debriefing Req. at 1. The email included Casey’s quotation as an attachment. See *generally*, AR, Tab 8B, August 11 Email Attachment, Casey’s Quotation. The next day, on August 12, the contracting officer responded to Casey’s email, informing the protester that the contracting officer did not “have [a] record of receiving a quote from [Casey] for the subject line RFQ.” AR, Tab 9, Email Communications, August 12, 2026, at 3. Upon receiving Casey’s reply that its quotation was sent on July 23, the contracting officer responded that he “searched [his] entire email inbox . . . and the first and only email [he] received from [Casey] was [on] 8/11/2026 requesting a debrief.” *Id.* at 2. Casey replied requesting that its quotation be considered because it was “submitted timely.” *Id.* at 1. The contacting officer declined to consider Casey’s quotation, stating that the “onus is on the contractor to ensure that all communications are properly received” and that “this responsibility was not met in the present situation.” *Id.*

On August 13, in response to Casey’s emails, the contracting officer requested an internal information technology investigation into the whereabouts of Casey’s July 23 email. COS at 2. The investigation revealed that the email was received by the agency’s email system, marked as a “High Confidence Phish,” and quarantined under the system’s anti-spam policy. COS at 3; AR, Tab 10C, Agency Quarantine Record at 3-4. The quarantined email was never delivered to the contracting officer’s email inbox. See *id.*

⁴ One of the 15 quotations, submitted by a vendor other than the protester or the awardee, was received 27 minutes after the time specified in the solicitation, but the contracting officer determined that it did not “impact the critical path to award” and included the quotation in his consideration. See AR, Tab 5, Source Selection Decision (SSD) at 2.

After receiving an update from the contracting officer on the status of the agency's investigation, Casey filed an agency-level protest challenging the agency's decision not to consider Casey's quotation for award. Protest, exh. B, Agency-Level Protest at 1-3. On August 27, the agency denied Casey's protest. Protest, exh. A, Agency-Level Protest Decision at 1. This protest followed.

DISCUSSION

The protester asserts that the agency improperly failed to consider Casey's quotation despite the quotation being timely submitted to the email address specified in the solicitation. Protest at 1-7. In this regard, the protester contends that its quotation was timely received by the agency's email server and therefore was timely received by the agency. *Id.* The protester also argues that the agency knew from prior incidents that its email system has, in the recent past, erroneously quarantined legitimate quotation submissions as spam, and that the agency unreasonably failed to rectify this known system failure before Casey's quotation submission was quarantined. *Id.* The protester further contends that, since the agency timely received Casey's quotation and failed to consider it due to a known system failure, the agency must now consider Casey's quotation and make a new award decision. *Id.*

The agency maintains that Casey's quotation did not timely reach the contracting officer's email box and therefore was not timely received. Memorandum of Law (MOL) at 3-5. Specifically, while acknowledging that Casey's email was received by the agency's email system, NPS argues that the quotation was not received by the agency in a manner consistent with the terms of the solicitation because it did not reach the designated email address of the contracting officer specified in the solicitation. *Id.* For the reasons discussed below, we deny the protest.

As a general matter, it is a vendor's responsibility to deliver its quotation to the proper place at the proper time, and a protester has the burden to show that it timely delivered its quotation to the agency at the specified address. See RFO 52.212-1(c)(1); *Guidehouse Inc.*, B-422115.2, Jan. 19, 2024, at 5; *Advanced Decisions Vectors, Inc.*, B-412307, Jan. 11, 2016, at 5. Under the RFO provision governing late submissions, a quotation received after the submission deadline is late and cannot be considered unless the quotation is received before award is made and the contracting officer determines that accepting the late quotation would not unduly delay the acquisition.⁵ RFO 52.212-1(c)(2).

⁵ We note that certain exceptions allowing for the consideration of a late proposal or quotation under FAR provision 52.212-1(f), as currently codified in title 48 of the Code of Federal Regulations, are not applicable here because, as noted above, the agency issued a class deviation adopting RFO part 12 and the solicitation incorporated by reference RFO provision 52.212-1. See RFQ at 9.

Moreover, our Office has found that it is a vendor's responsibility to ensure that an electronically submitted quotation is received by--not just submitted to--the appropriate agency email address prior to the time set for closing. *CVJV LLC*, B-424437, B-424437.2, July 21, 2026, at 5; *Ace Elecs. Def. Sys., LLC*, B-420863, Sept. 2, 2022, at 3-4. Where, as here, an emailed quotation never makes it to the email address designated for receipt of quotations, the agency is not required to consider the quotation. *Guidehouse Inc., supra*; see *Ace Elecs. Def. Sys., LLC, supra* at 3.

Based on the record here, we conclude that the protester has not established that the agency received Casey's quotation at the email address specified in the solicitation. As noted above, the agency's investigation showed that Casey's email was identified as a "High Confidence Phish" by the anti-spam filter of the agency's email system. COS at 3; AR, Tab 10C, Agency Quarantine Record at 3-4. Consequently, the email was quarantined by the system and was not delivered to the email inbox of the designated recipient. *Id.*

Contrary to the protester's position, this system record does not provide evidence of receipt by the designated recipient where it shows that the email was "Received" by the email server but "Not yet released to" the recipient email address. AR, Tab 10C, Agency Quarantine Record at 3-4. Rather, the system record actually shows that Casey's email was never received by the intended recipient because it was not *released to* the recipient email inbox and, consequently, never reached the intended recipient. *Id.* Because the record demonstrates that the agency did not timely receive Casey's quotation at the designated email address, the agency reasonably declined to consider it when NPS received the quotation on August 11, after award, as part of Casey's debriefing request. See *Guidehouse Inc., supra* (finding that delivery to the agency's email security gateway does not constitute delivery to the email address designated in the solicitation).

The protester also argues that its protest should be sustained because its quotation was quarantined as a result of a systemic failure of the agency's email system rather than an isolated loss. Protest at 3-5; Comments at 4, 6. In making this argument, the protester relies on "repeated false-positive filtering of the same contractor's legitimate communications immediately before the disputed quotation" and a contracting officer statement to the protester that the "[s]ame thing happened" in another procurement. Protest at 2, 5.

The agency maintains that the quarantine of Casey's quotation was an isolated loss. MOL at 3-5. The agency acknowledges that the investigation into the loss of Casey's quotation revealed that, in the weeks preceding the quotation due date, the agency's anti-spam program had quarantined 16 other emails from Casey. The agency points out, however, that these emails were identical, "automated third-party notifications generated through the Jobber platform," originating from the email address `notification@txn.getjobber.com`, unlike the quotation email that originated from Casey's "caseyandcompany.net" email address. *Id.* at 4; see AR, Tab 12, Spam-Filtered Jobber Messages. The agency argues that, in any event, the contracting officer was not aware

of these filtered messages, or any other system issues affecting the submission of quotations, before making his award decision in this procurement. MOL at 4 n.2. In addition, the agency contends that the contracting officer's later reference to another isolated incident of quotation loss in a separate procurement did not evidence a systemic failure. *Id.* at 4.

Our Office has sustained protests where a protester demonstrated that the agency's systems suffered a "systemic failure" that violated an agency's obligation to have procedures in place to reasonably safeguard proposals or quotations actually received and to give them fair consideration. See, e.g., *S.D.M. Supply, Inc.*, B-271492, June 26, 1996, *aff'd*, *Department of the Army--Recon.*, B-271492.2, Nov. 27, 1996; *East West Research, Inc.*, B-239565, B-239566, Aug. 21, 1990, *aff'd*, *Defense Logistics Agency--Recon.*, B-239565.2, B-239566.2, Mar. 19, 1991. We have also stated, however, that a finding that a proposal or quotation was not received due to a "systemic failure" requires more than "the occasional negligent loss" of a proposal or quotation. *CVJV LLC, supra* at 4 n.8; see also, *Fed. Acquisition Servs. Team, LLC*, B-410466, Dec. 31, 2014, at 4. For example, in *S.D.M. Supply, supra*, a systemic failure was found when the electronic contracting system in use at that time malfunctioned, resulting in the non-receipt of all quotations submitted through the system. *Id.* at 4-5. Similarly, in *East West Research, supra*, we found that the agency breached its duty under the Competition in Contracting Act when it lost two quotations received via facsimile transmission from the same offeror within less than a week with "no explanation" for the losses. *Id.* at 4-5.

In contrast, we declined to find a systemic failure in *Federal Acquisition Services Team, supra*, where a protester's proposal was rejected by the agency's system for exceeding the file size limit, but the agency successfully received 32 total emails containing proposal information from other offerors, including two that were successfully resubmitted after being initially rejected for exceeding the file size limit. *Id.* at 4. More recently, in *AttainX, Inc.*, B-420313, Jan. 31, 2022, we concluded that an email that was received but quarantined by the agency's email system had not been "lost due to a systemic problem or failure with the agency's systems" despite the contracting officer's subsequent statement that the agency had been having "issues with emails sometimes being quarantined." *Id.* at 6-7. We noted in that decision that, as is the case here, the record did not indicate that other vendors for the same procurement had experienced similar problems. *Id.* at 7. Our decisions have also recognized that, while unfortunate, even with appropriate procedures in place, an offer or quotation can be lost or misplaced. *Id.*; see e.g., *Plaza Home Maintenance*, B-243859, July 30, 1991 (dismissing protest where the contracting officer misplaced the protester's quotation, which was discovered after award despite being placed in a properly addressed envelope and submitted before the quotation deadline). In such cases, we have concluded that a protester is not entitled to relief absent evidence showing either (1) that there was a conscious or deliberate effort by contracting personnel to prevent the selection of that firm, or (2) the loss was not an isolated incident, but rather, was part of a systemic failure on behalf of the agency such that the procedures in place to receive and safeguard quotations cannot be considered reasonable. *Id.*

Here, we find that the evidence does not support the protester's assertion of a systemic problem or a failure with the agency's systems. First, the record does not indicate that other vendors experienced similar problems in submitting quotations for this procurement, as the contracting officer received, in his email inbox, quotations from all of the 15 other vendors that submitted quotations. COS at 3; AR, Tab 5, SSD at 2. Second, although the agency's system also quarantined 16 automated notifications generated for Casey by a third-party service management platform, the contracting officer was not aware of these quarantined notifications, and the agency ultimately did not find that the filtering of these notifications were related to the quarantine of Casey's quotation email.⁶ MOL at 4 n.2; see Resp. to Req. for Additional Documents at 2. Finally, the contracting officer's knowledge of a prior incident in a separate procurement where a quotation was similarly quarantined by the agency's anti-spam filter does not rise to the level of a systemic failure where the contracting officer in that procurement successfully received 27 other quotations without a problem. Resp. to 5-Day Letter Objection at 1.

In sum, the protester here has failed to establish that its quotation was actually received by the agency's designated email address prior to the submission deadline or that its email was not received by the agency due to a systemic failure. Because we also find no evidence (or allegation) of a conscious or deliberate effort by contracting personnel to prevent an award to Casey, we find no basis to object to the agency's decision not to consider Casey's quotation.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁶ The protester also asserts that the quarantine of these automated notifications was unrelated to the reason the email containing its quotation was quarantined. Comments at 3-4.