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# Decision

**Matter of:** F.H. Cann & Associates, Inc.

**File:** B-422308.5; B-422308.6

**Date:** December 3, 2025

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## DIGEST

1. Protest challenging the agency's decision to increase the number of awards due to a reevaluation of its needs is denied where the agency's determination was reasonable and consistent with the solicitation.
  2. Protest challenging the evaluation of the protester's quotation under various evaluation factors is denied where the agency's evaluation was reasonable and consistent with the terms of the solicitation.
  3. Protest challenging the agency's establishment of a fee commission schedule under the price factor that vendors could only accept or reject during fee negotiations is dismissed as untimely where the protest was filed after award.
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## DECISION

F.H. Cann & Associates, Inc., of Exeter, New Hampshire, protests the establishment of five blanket purchase agreements (BPA) with CBE Group, Inc., of Cedar Falls, Iowa; Coast Professional, Inc., of Geneseo, New York; Continental Service Group, LLC, of

Fairport, New York; Pioneer Credit Recovery, Inc., of Arcade, New York; and Transworld Systems, Inc., of Fort Washington, Pennsylvania, by the Department of the Treasury, Bureau of the Fiscal Service, under request for quotations (RFQ) No. 1653552 for private debt collection services.

We deny the protest in part and dismiss it in part.

## BACKGROUND

On September 1, 2023, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the RFQ to vendors holding General Services Administration multiple award schedule contracts with Special Identification Number 561440, for private debt collection services. The Fiscal Service has responsibility, as codified in the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3711, to collect delinquent, non-tax debts owed to the United States. Agency Report (AR), Tab A, RFQ at 2;<sup>1</sup> Contracting Officer's Statement (COS) at 1. The solicitation advised that these debts "may be consumer or (consumer and commercial)" and could include administrative debts, such as grant repayments, fines, and medical debt, as well as consumer and commercial loans. RFQ at 8. The RFQ contemplated the establishment of "multiple single-award BPAs," each with a base period of one year and four option years. *Id.* at 2.

The RFQ established a two-phase evaluation. In phase one, the agency would consider minimum requirements and evaluate quotations on a pass/fail basis.<sup>2</sup> *Id.* at 27-28. In phase two, quotations that received an overall passing rating in phase one would be evaluated on a best-value tradeoff basis, considering six factors: utilization of small business concerns, technical approach, management approach and organizational structure, quality control approach, prior experience, and price. *Id.* at 27. The solicitation specified that all "non-price evaluation criteria, when combined are significantly more important than price." *Id.*

Under the technical approach factor, the RFQ advised that vendors' quotations should clearly demonstrate their ability to successfully perform the solicitation tasks and "must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination of the [vendor's] capabilities." *Id.* at 24. More specifically, the solicitation provided for quotations to be evaluated according to six different criteria, including the "feasibility/creativity of solutions to

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<sup>1</sup> The page numbers referenced in this decision are the Adobe PDF page numbers in the documents submitted.

<sup>2</sup> The minimum requirements consisted of non-price criteria, including the capability to provide debt collection services on a national level; system capability to receive and decrypt files; experience "collecting consumer and commercial debts, to include loans and administrative debt types"; and the ability to ensure government data is stored and encrypted securely. *Id.* at 28.

problems,” the degree to which the quotation demonstrated a “well thought out plan likely to yield the required results,” and the “proposed approach to address future integration of new processes and applications.” *Id.* at 29.

Under the quality control approach factor, the solicitation instructed vendors to “address their approach and methodology to quality control, identifying processes, procedures, and metrics, and demonstrating how [the vendor] will monitor performance and mitigate the risk of unsuccessful performance, including compliance and internal assessments.” *Id.* at 25. As relevant here, quotations would be evaluated for the “degree to which the [vendor’s] approach and methodology to quality control identifies processes, procedures, and metrics likely to result in a successful outcome and adequate performance management.” *Id.* at 30.

Under the prior experience factor, quotations would be evaluated based on demonstrated “prior experience working on projects/contracts that [are] relevant (of similar size, scope, and complexity) to the services being sought under this solicitation; particularly experience with non-tax [f]ederal debt collection on a large scale and national level and maintaining associated regulatory compliance.” *Id.*

Finally, under the price factor, the RFQ instructed vendors to propose four commission fees<sup>3</sup> and advised that after reviewing vendors’ proposed fees, the agency would “establish a fee objective prior to engaging in fee negotiations” that would apply to all BPAs. *Id.* The solicitation cautioned that “[i]nability to reach agreement on the negotiated fees may result in [a vendor] being dismissed from further consideration [for award].” *Id.*

For the five non-price factors, apart from the utilization of small business concerns factor, the solicitation provided that the agency would assign adjectival ratings of excellent, very good, satisfactory, poor, and unacceptable.<sup>4</sup> *Id.* at 30. As relevant here, a satisfactory quotation “contains no deficiencies and some weaknesses” and “demonstrates an understanding of the services required to meet requirements.” *Id.* A very good quotation “contains no deficiencies and only a few minor weaknesses that do

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<sup>3</sup> The solicitation defines a commission fee as the percentage of the net collections paid to the contractor. RFQ at 25; AR, Tab AA, Performance Work Statement (PWS) at 3. The solicitation explains that commission fees are based on the debt placement level--whether the private collection agency is the first, second, third, or fourth agency to service the debt. RFQ at 25. A PCA1 debt placement level indicates that the private collection agency is the first to service the debt, while a PCA3 debt placement level indicates the contractor is the third agency to service the debt. See *id.*

<sup>4</sup> The RFQ also provided for quotations to be assigned adjectival ratings under the utilization of small business concerns factor. As the protester withdrew the only ground challenging the agency’s evaluation under this factor, we will not discuss it further. See Comments and Supp. Protest at 5 n.3.

not require discussions” and “demonstrates a high quality of understanding of the services required to meet or exceed some requirements.” *Id.*

Eight vendors submitted quotations by the October 10, 2023, due date for receipt of quotations, and the agency assigned passing ratings to seven quotations in phase one. COS at 2-3. The agency proceeded with phase two by evaluating the quotations with passing ratings, and on September 13, 2024, the agency awarded four BPAs: one to CBE Group, one to Coast Professional, one to Continental Service Group, and one to Pioneer. *Id.* at 3. F.H. Cann and Transworld subsequently filed protests with our Office challenging various aspects of the agency’s evaluation, which our Office dismissed due to a related protest pending in the U.S. Court of Federal Claims (COFC). See *Transworld Sys., Inc.; F H Cann & Assocs., Inc., B-422308.2 et al.*, Nov. 1, 2024 (unpublished decision). On February 18, 2025, the Fiscal Service informed the court that it would take corrective action by reevaluating quotations under phase two, establishing a new fee objective, and making a new best-value determination and award decision. COS at 3. The agency commenced the phase two reevaluation on February 27. *Id.* Given the length of time that had passed, the agency “conducted an analysis of its current debt collecting needs” and determined that it “could now support five [ ] awards.” *Id.*

On April 30, the agency notified vendors, including the protester, of the established commission fee structure. See AR, Tab H, Fee Email. The agency reiterated that, consistent with the RFQ, “[i]nability to reach agreement on [c]ommission [f]ees may result in [a vendor] being dismissed from further consideration for award,” and the agency requested vendors confirm their acceptance or refusal of the agency’s fee schedule by May 2. *Id.* at 5. F.H. Cann responded by confirming its acceptance of the fee schedule. *Id.* at 2.

The agency evaluated quotations under the non-price factors as follows:

|                                  | <b>Utilization of Small Business Concerns</b> | <b>Technical Approach</b> | <b>Management Approach and Organizational Structure</b> | <b>Quality Control Approach</b> | <b>Prior Experience</b> |
|----------------------------------|---|---------------------------|---|---------------------------------|-------------------------|
| <b>CBE Group</b>                 | Very Good                                     | Excellent                 | Excellent   | Excellent                       | Excellent               |
| <b>Coast Professional</b>        | Very Good                                     | Very Good                 | Excellent   | Excellent                       | Excellent               |
| <b>Continental Service Group</b> | Excellent                                     | Very Good                 | Excellent   | Excellent                       | Excellent               |
| <b>Pioneer</b>                   | Very Good                                     | Satisfactory              | Excellent   | Excellent                       | Excellent               |
| <b>Transworld Systems</b>        | Excellent                                     | Satisfactory              | Satisfactory  | Very Good                       | Excellent               |
| <b>F.H. Cann</b>                 | Excellent                                     | Satisfactory              | Very Good   | Satisfactory                    | Satisfactory            |

AR, Tab M, Award Recommendation at 15.

As relevant here, the agency assessed five strengths and three weaknesses in F.H. Cann's quotation under the technical approach factor. AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 3-4. For the first weakness, evaluators found that the protester's "AWG<sup>5</sup> Workflow is not entirely accurate" as "Fiscal Service does not approve or deny AWG requests." *Id.* at 3. Evaluators identified a second weakness because F.H. Cann's "solutions to problems, while feasible, are not particularly creative, but are adequate." *Id.* For the third weakness, the agency reasoned that the protester "did not provide [a] detailed approach on future integration of new processes and applications" and only mentioned such integration "when describing their approach for on-time deliverables." *Id.*

Also relevant here, the agency assessed two strengths and a weakness in F.H. Cann's quotation under the quality control approach factor. *Id.* at 5. In identifying the weakness, evaluators reasoned that the protester's quality control plan had "limited details on call monitoring and internal compliance assessments" and noted that the "[v]olume of calls reviewed appears extremely low [REDACTED]." *Id.* Under the prior experience factor, the agency identified a weakness based on F.H. Cann's "lack[] [of] experience in commercial debt," as well as a strength. *Id.* at 6.

On July 3, the agency awarded BPAs to five firms: CBE Group, Coast Professional, Continental Service Group, Pioneer, and Transworld Systems. COS at 8. On July 7, F.H. Cann requested and received a brief explanation concerning the agency's award decision. *Id.* On July 14, this protest followed.

## DISCUSSION

F.H. Cann challenges virtually every aspect of the agency's evaluation of its quotation and the selection decision, including the following representative examples. First, the protester argues that the agency arbitrarily and irrationally increased the awardee pool from four to five awardees without explanation or justification. Second, F.H. Cann argues that the agency's evaluation of its quotation under the technical approach factor was unreasonable. Third, the protester asserts that the Fiscal Service unreasonably evaluated its quotation under the quality control approach factor and used unstated evaluation criteria in assigning a weakness to its quotation under that factor. Fourth, the protester contends that the agency unreasonably evaluated its quotation under the prior experience factor by using unstated evaluation criteria to identify a weakness in F.H. Cann's quotation. Finally, the protester argues that the Fiscal Service failed to follow the solicitation's requirements with respect to the price evaluation because the agency

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<sup>5</sup> The solicitation defines administrative wage garnishment (AWG) as "a process whereby an employer withholds up to 15 percent of an employee's disposable wages and pays those amounts to the employee's creditor in satisfaction of an order issued by a federal Creditor Agency." PWS at 3.

did not negotiate fee objectives with vendors. After reviewing the record, we find no basis to sustain F.H. Cann's protest.<sup>6</sup>

#### Awarded BPAs

F.H. Cann argues that the Fiscal Service arbitrarily and irrationally increased the awardee pool from four to five awardees during its reevaluation, pursuant to the corrective action it took in response to the COFC protest. Comments and Supp. Protest at 35-36. The protester specifically points to a 2023 acquisition review in which the agency documented its intention to award four BPAs. AR, Tab HH, Major Acquisition Review at 6. The protester claims that there "appears to be nothing else in the Agency Report to explain this increase in awards," apart from the award memorandum explaining that the agency had analyzed its current debt collecting needs and determined that it could support five awards. Comments and Supp. Protest at 35 (citing AR, Tab M, Award Recommendation at 15). F.H. Cann complains that it is now the only eligible vendor that did not receive an award and contends that the agency increased the number of awards "in an apparent attempt to stave off additional protests." *Id.* at 36.

The agency responds that its decision to increase the awardee pool is neither arbitrary nor irrational, and that it has the discretion to determine the number of awardees it requires to meet its needs. Supp. Memorandum of Law (MOL) at 6. Given the amount of time that had passed since the agency initially issued the solicitation in 2023, the Fiscal Service asserts that in 2025 it analyzed its current portfolio of debts and determined that it could support five contracts. *Id.* The agency also argues that nothing in the solicitation prevented it from awarding more than four BPAs. Supp. COS at 4.

Where, as here, an agency issues an RFQ to vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *IPT Assocs., LLC*, B-415277; B-415277.2, Dec. 20, 2017, 2018 CPD ¶ 6 at 5. Further, where multiple awards are contemplated by a solicitation, the agency is entitled to exercise sound business judgment consistent with the terms of the solicitation in

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<sup>6</sup> In its various protest submissions, F.H. Cann has raised arguments that are in addition to, or variations of, those specifically discussed below. For example, the protester assumes that the agency "must have given undue and improper weight" to incumbent experience because all the awardees are incumbent contract holders--a speculative assertion regarding the content of the awardees' quotations and the agency's evaluation. Protest at 14; see 4 C.F.R. § 21.1(c)(4) and (f); *Warfighter Focused Logistics, Inc.*, B-423546; B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4 n.3 ("Protesters must provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action."). We have considered all the protester's various assertions and find that they afford no basis on which to sustain the protest.

determining how many awards should be made. See *Sys. Research & Applications Corp.*, B-298107, B-298107.2, June 26, 2006, 2006 CPD ¶ 103 at 10 (protest denied where the agency did not make an additional award due to a breakpoint between higher-ranked offerors and the protester, even though the agency made fewer awards than the maximum listed in solicitation); *Cybermedia Techs., Inc.*, B-405511.3, Sept. 22, 2011, 2011 CPD ¶ 180 at 3 (protest dismissed where the solicitation specified that multiple awards would be made, but did not specify how many; and the agency made eight awards because it determined more would create an administrative cost not justified by any significant benefit).

On this record, we find that the agency's decision to increase the number of BPAs was consistent with the terms of the solicitation and reasonably supported. The RFQ provided that the agency would establish "multiple single-award BPAs" without specifying a particular number. RFQ at 2. F.H. Cann has not pointed to any law, regulation, or solicitation language binding the Fiscal Service to establishing a set number of BPAs. The protester references the acquisition review documenting the agency's "inten[t] to award 4 [BPAs]," but F.H. Cann fails to note that the following page states that "at least 4 single award BPAs will be awarded." AR, Tab HH, Major Acquisition Review at 6-7. In other words, the acquisition review briefing does not show a clear and consistent intention to establish only four BPAs. More importantly, the agency's decision is not inconsistent with the solicitation. See RFQ at 2. Further, we find reasonable the agency's assertion that, as years had passed since the solicitation was originally issued, the Fiscal Service reassessed its costs and debt portfolio and determined that it could support five BPAs. Supp. MOL at 6. We conclude that the agency reasonably exercised its business judgment, consistent with the terms of the solicitation, in determining how many awards should be made.<sup>7</sup> See *Sys. Research & Applications Corp.*, *supra*. This ground is denied.

#### Technical Approach

Next, F.H. Cann argues that the agency unreasonably evaluated its quotation under the technical approach factor. Protest at 9-10. Specifically, it challenges all three of the weaknesses the evaluators documented. Comments and Supp. Protest at 8-10. First, the protester argues that the AWG workflow weakness is based on a misunderstanding of the solicitation, which F.H. Cann alleges "requires *all* AWG correspondence to be pre-approved" by the agency and specifically "prohibits the contractor from sending out

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<sup>7</sup> Moreover, F.H. Cann has not established that it would suffer any competitive prejudice based on the argument it advances. If, as F.H. Cann argues, the agency unreasonably increased the number of BPAs from four to five, F.H. Cann's prospect for receiving a BPA would have been even more remote had the agency only awarded four BPAs, as the same number of vendors would have been competing for fewer BPAs. Competitive prejudice is an essential element of every protest and requires that the protester prove that, but for the agency's actions, it would be in line to receive the award. *Logistics Mgmt. Inst.*, B-418160, B-418160.2, Jan. 16, 2020, 2020 CPD ¶ 31 at 10 n.11.

the actual AWG [o]rder without [a]gency approval.” *Id.* at 8. Second, the protester challenges the weakness the agency identified based on F.H. Cann’s failure to demonstrate creative problem-solving by pointing to its quotation, which it argues shows real examples of prior contracts that required problem-solving, including work on a contract involving “substantially the same work as under this procurement.” *Id.* at 8-9. With respect to the third weakness, F.H. Cann again points to its quotation, arguing that it addresses future integration of new processes and applications.<sup>8</sup> *Id.* at 10. Finally, the protester argues that “the number of assessed strengths [in its quotation] far exceeds the number of weaknesses,” and its quotation consequently should have received, “at a minimum,” a rating of “very good.” *Id.* at 11.

The agency responds that F.H. Cann has failed to show that the Fiscal Service’s evaluation of the protester’s quotation under the technical approach factor was unreasonable. The agency generally argues that the protester’s assertions amount to mere disagreement with the contemporaneous evaluation and that the evaluators provided “reasonable explanations” for their findings that were consistent with the solicitation’s evaluation criteria. Supp. MOL at 10. The agency specifically addresses the AWG workflow weakness, contending that both the protester’s response and its quotation display F.H. Cann’s misunderstanding of the Fiscal Service’s AWG processes. *Id.* at 9. The agency references a chart in the protester’s quotation showing the AWG workflow. The chart states that early in the process, after verifying the debtor’s place of employment and confirming the ability to garnish the debtor’s paycheck, the AWG request would be sent to the Fiscal Service for approval. *Id.* According to the agency, this chart incorrectly describes the AWG workflow because the agency “does not intervene at this stage in the AWG process” given the contractor’s responsibility “to determine if AWG is the best course of action.” *Id.* at 9-10.

Finally, the agency challenges the protester’s assertion that a larger number of strengths should result in higher ratings despite the identification of any weaknesses, as this amounts to F.H. Cann unreasonably asking the agency to ignore its own adjectival rating definitions in favor of the protester’s preferred method of considering the ratio of strengths to weaknesses. *Id.* at 10.

In reviewing a protest challenging an agency’s technical evaluation, our Office will not reevaluate quotations; rather, we will examine the record to determine whether the agency’s evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Sky Sols., LLC*, B-421139.2, B-421139.3, June 30, 2023, 2023 CPD ¶ 184 at 5. A protester’s disagreement with the agency’s judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. Moreover, it is a vendor’s responsibility to submit an adequately written quotation that demonstrates the merits of its approach; a vendor runs the risk of

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<sup>8</sup> The protester directly quotes its quotation, which states that [REDACTED]. Comments and Supp. Protest at 10.

having its quotation downgraded or rejected if the quotation is inadequately written. See *IPT Assocs., LLC, supra*.

F.H. Cann has not shown that the agency's evaluation of its quotation under the technical approach factor was unreasonable. The solicitation advised that quotations would be evaluated under the technical approach factor based on multiple criteria, including: (1) the degree to which the quotation "demonstrates an understanding and well thought out plan likely to yield the required results," (2) the ability "to address anticipated potential problem areas" and demonstrate "feasibility/creativity of solutions to problems," and (3) the vendor's approach to addressing "future integration of new processes and applications." RFQ at 29. The record shows that the evaluators connected the weaknesses identified under this factor to these solicitation criteria.

With regard to the second weakness, which the evaluators based on the protester's lack of creativity, we find that the protester's reference to its quotation is insufficient to show the agency's judgment was unreasonable. The protester points to its quotation for examples of problems it had to solve in the past on prior contracts; however, the evaluators identified a weakness based on a failure to demonstrate creative solutions to problems, not a general failure to problem-solve. See Comments and Supp. Protest at 8-9; AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 3. We do not find the protester's argument convincing: F.H. Cann lists features of its quotation that it views as strengths and makes the conclusory assertion that these features demonstrate creativity without explaining how these aspects of its quotation show a creative, forward-thinking approach to problem-solving. See Comments and Supp. Protest at 8-9. The protester's arguments in this regard reflect nothing more than its disagreement with the agency's evaluation and are therefore without merit.

Similarly, with regard to the third weakness assessed under the technical approach factor, the protester's references to its quotation do not support its argument that it sufficiently addressed integration of new processes and applications. As noted above, the evaluators found that F.H. Cann's quotation did not detail its approach to future integration of new processes and applications and only mentioned such integration when describing its approach for on-time deliverables. In challenging this weakness, F.H. Cann cites to one sentence in its quotation that addresses future changes to collection letters as part of the AWG process. See Comments and Supp. Protest at 10. It does not address the integration of new processes and applications altogether. See AR, Tab MM, Technical Approach Quotation at 9. The protester does not provide further examples in its protest filings and does not challenge the agency's contemporaneous finding that F.H. Cann's quotation only mentioned integration of new processes and applications "when describing their approach for on-time deliverables." AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 3.

Finally, as to the first weakness, the protester fails to address or rebut the agency's assertion that the AWG workflow chart in F.H. Cann's quotation, which the protester uses as the basis for its claim that the agency's evaluation was unreasonable, reflects a misunderstanding of the AWG workflow. See Supp. Comments. In sum, the protester's arguments consist of disagreement with the agency's judgment and do not establish

that the agency's evaluation was unreasonable. See *DEI Consulting, supra*. Accordingly, the protester's challenges of its weaknesses under the technical approach factor are without merit and denied.

Finally, nothing in the solicitation supports the protester's assertion that it should have received a rating of very good under the technical approach factor based on the number of strengths the evaluators identified. See Comments and Supp. Protest at 11. The solicitation defines a very good quotation as one that "contains no deficiencies and only a few minor weaknesses that do not require discussions" and "demonstrates a high quality of understanding of the services required to meet or exceed some requirements." RFQ at 30. The agency identified three weaknesses, two of which it described as minor, and one that it did not. See AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 3. The protester seeks to apply a ratio of strengths to weaknesses basis for evaluation, which is not supported by the solicitation.<sup>9</sup> Accordingly, we find this aspect of the protest to be without merit.

In sum, F.H. Cann has not shown that the agency unreasonably evaluated its quotation under the technical approach factor. This protest ground is denied.

#### Quality Control Approach

Next, the protester challenges its rating of satisfactory under the quality control approach factor. F.H. Cann argues that its "sole weakness [should not] overshadow[] the larger number of strengths," referencing the weakness the agency identified in the protester's quality control plan based on the "limited details on call monitoring and internal compliance assessments" and "extremely low" volume of calls. Comments and Supp. Protest at 15 (quoting AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 5). More specifically, the protester contends that the agency inappropriately downgraded its quotation's rating because, based on the agency report, which included the notes of individual evaluators, "at least one of the individual technical evaluators would have given [F.H. Cann] a 'Very Good' rating" under the quality control approach factor. *Id.* at 16. The protester also asserts that the agency used unstated evaluation criteria in assessing this weakness because the solicitation does not have a specific requirement pertaining to the appropriate volume of calls. *Id.* at 34-35.

The agency responds that its evaluation of F.H. Cann's quotation under the quality control approach factor was reasonable and consistent with the terms of the solicitation. The Fiscal Service argues that it is not unusual for individual evaluator ratings to differ and asserts that there is no requirement that "every individual evaluator's scoring sheet track the final evaluation report, or that the evaluation record document the various

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<sup>9</sup> Relatedly, we do not agree with the protester's characterization that the number of strengths "far exceeds" the number of weaknesses; the agency identified five strengths and three weaknesses in F.H. Cann's quotation under the technical approach factor. Comments and Supp. Protest at 11.

changes in evaluators' viewpoints." Supp. MOL at 5. The agency also argues that although the solicitation did not specify a number of calls to be reviewed each month, call volume was related to the solicitation evaluation criteria. *Id.* at 6. The agency points to the RFQ language advising vendors that their quotations would be evaluated based on, in part, the "degree to which the [vendor's] approach and methodology to quality control identifies processes, procedures, and metrics likely to result in a successful outcome and adequate performance management." RFQ at 30.

As explained above, our Office will not reevaluate quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Sky Sols., LLC, supra*. Further, as a general matter, while a solicitation must disclose evaluation factors, it need not specifically identify every element an agency may consider during an evaluation where such elements are intrinsic to, or reasonably subsumed within, the stated factors. *Cloud All., Inc.*, B-422884, Dec. 3, 2024, 2024 CPD ¶ 294 at 8.

As an initial matter, the protester is misplaced in its reliance on the differing ratings between individual evaluators to support its argument that the agency unreasonably assigned F.H. Cann's quotation a rating of satisfactory under the quality control approach factor. The record shows that, while one evaluator assigned a rating of very good to the protester's quotation, another evaluator assigned a rating of satisfactory, noting the limited detail and low call volume outlined in the protester's quotation. AR, Tab XX, Individual Evaluation at 5-6; AR, Tab YY, Individual Evaluation at 4-5. In other words, the final evaluation conclusions and the weakness identified in the protester's quotation are not unsupported by the record.

We agree with the agency that there is no requirement for each individual evaluator's scoring sheet to track the final consensus evaluation report. Supp. MOL at 5. To the extent F.H. Cann complains that the consensus evaluation report does not demonstrate how various individual evaluator comments were reconciled, a consensus rating need not be the same as the rating initially assigned by the individual evaluators. See *URS Fed. Tech. Servs., Inc.*, B-405922.2, B-405922.3, May 9, 2012, 2012 CPD ¶ 155 at 9. Although we recognize that the individual evaluators' notes here may reflect initial, differing views of the quotations, a final evaluation rating may reasonably be determined after conversation among the evaluators. See *id.* We further note that F.H. Cann failed to challenge the agency's ultimate conclusion that the protester's quality control plan provided "limited details on call monitoring and internal compliance assessments." AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 5.

Next, we conclude that the agency's finding concerning F.H. Cann's low call volume was an element reasonably subsumed with the quality control approach evaluation factor. The RFQ advised that quality control plans would be evaluated based on the "degree to which the [vendor's] approach and methodology to quality control identifies processes, procedures, and metrics likely to result in a successful outcome and adequate performance management." RFQ at 30. The record shows that the metric the protester provided in its quotation--[REDACTED]--was considered "extremely low"

by the agency. AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 5. The protester has not established a basis to question the agency's conclusion that this could impact the likelihood of "a successful outcome," per the evaluation criteria noted above. RFQ at 30. As such, this protest ground is denied.

#### Prior Experience

Next, the protester argues that the agency utilized unstated evaluation criteria when it assessed a weakness in F.H. Cann's quotation under the prior experience factor based on the protester's lack of commercial debt experience. Comments and Supp. Protest at 36-37. The protester argues that nothing in the solicitation requires vendors to have commercial debt experience in the prior experience portion of their quotations. *Id.* at 37. The protester asserts that the only solicitation requirement under this factor is for vendors to "highlight particular 'experience with non-tax Federal debt collection on a large scale and national level and maintaining associated regulatory compliance.'" *Id.* (quoting RFQ at 30). F.H. Cann contends that its quotation demonstrates non-tax federal debt collection experience, and that its quotation consequently "met the sole requirement[]" for this factor.<sup>10</sup> *Id.*

The agency responds that its evaluation of the protester's quotation under the prior experience factor was reasonable and consistent with the terms of the solicitation. The Fiscal Service argues that it "is ridiculous for F.H. Cann to claim that commercial debt was not encompassed in the requirement to show 'projects/contracts that [are] relevant

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<sup>10</sup> The protester also argues that the agency treated Pioneer and F.H. Cann unequally under the prior experience factor because they had "identical information" regarding their performance history, but only Pioneer received a strength for its history of regulatory compliance. Comments and Supp. Protest at 32. When a protester alleges unequal treatment in a technical evaluation, it must show that the differences in the evaluation did not stem from differences between the quotations. *Camber Corp.*, B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 8. Accordingly, to prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded its quotation for features that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. *Pioneer Credit Recovery, Inc.*, B-419599, B-419599.2, June 1, 2021, 2021 CPD ¶ 223 at 5.

Here, F.H. Cann has not met this burden. Notwithstanding the protester's characterization of the performance of the two vendors as "identical," the agency's evaluation under the prior experience factor necessarily involved consideration of multiple distinct aspects of their performance. Moreover, we agree with the agency's argument that the protester's allegation fails to show that it was treated unequally, as the agency did identify a strength based on the protester's history of regulatory compliance--namely, F.H. Cann's "experience with non-tax Federal debt collection on a large scale and national level and *maintaining associated regulatory compliance.*" Supp. MOL at 5 (quoting AR, Tab Q, Phase 2 F.H. Cann Reevaluation at 6).

(of similar size, scope, and complexity) to the services being sought under this solicitation.” Supp. MOL at 8 (quoting RFQ at 30). The agency points to the solicitation, asserting that commercial debt is included in the scope of the contract and that it makes numerous references to commercial debt. *Id.* at 7-8. Finally, the agency contends that the RFQ requires more under the prior experience factor than just non-tax federal debt collection, as the solicitation language advised that quotations would be evaluated for relevant prior experience similar to the services being sought under the solicitation. *Id.* at 8.

We conclude that commercial debt experience is intrinsic to, or reasonably subsumed within, the prior experience factor. See *Cloud All., Inc., supra*. As an initial matter, the solicitation clearly states that evaluators would consider “prior experience working on projects/contracts that [are] relevant (of similar size, scope, and complexity) to the services being sought under this solicitation; particularly experience with non-tax [f]ederal debt collection on a large scale and national level and maintaining associated regulatory compliance.” RFQ at 30. In other words, this language refutes the protester’s assertion that the only prior experience requirement was for non-tax federal debt collection experience. The solicitation directed vendors to highlight that particular type of prior experience but did not make that the only type of relevant experience.

Further, the record shows that the solicitation contemplated commercial debt as a type of debt that contractors would service. The RFQ specified that debts referred to the contractor “may be consumer or commercial.” RFQ at 8. The PWS contains numerous references to commercial debt and contains a chart showing fourteen categories of debt based on dollar range, age of debt, and type of debt. PWS at 8. Of those fourteen categories of debt, six are classified as commercial. *Id.* Further, in order to advance past phase one, the solicitation required vendors, at a minimum, to demonstrate experience “collecting consumer and commercial debts, to include loans and administrative debt types.” RFQ at 28. We find it illogical that the solicitation would require vendors to demonstrate experience collecting commercial debt as a minimum, pass/fail requirement in phase one, only for the agency to not consider, or deem irrelevant, prior commercial debt experience in phase two of the evaluation. In sum, the agency’s decision to assess a weakness in the protester’s quotation under the prior experience factor is reasonable and consistent with the terms of the solicitation. *Sky Sols., LLC, supra*. This protest ground is denied.

## Price

Finally, F.H. Cann argues that the agency failed to follow the solicitation requirements in its price evaluation. Protest at 16. The protester points to the RFQ, which advised that, under the price factor, the agency would “establish a fee objective prior to engaging in fee negotiations.” RFQ at 30. The protester contends that the agency failed to actually negotiate the commission fees and instead notified vendors of the agency’s set fee schedule, which vendors could only accept or reject. Comments and Supp. Protest at 21. In this regard, F.H. Cann does not challenge the actual values of the fees that resulted, but rather the agency’s approach to establishing a commission fee schedule for the price evaluation.

The agency responds that this argument is untimely. MOL at 18-19. The agency asserts that F.H. Cann was aware of the agency's fee structure--and the negotiation approach to "take it or leave it"--when the agency sent emails to the vendors, including F.H. Cann, on April 30, 2025 asking them to confirm their acceptance of the agency's established commission fee schedule and F.H. Cann confirmed its acceptance of the fee schedule. AR, Tab H, Fee Email at 2, 4-5. As a result, the agency argues that if the protester thought the agency's "take it or leave it" application of the fee schedule was contrary to the process for determining price as contemplated by the terms of the solicitation, it should have raised its objection at that time, rather than accepting the price terms and then waiting months later, after award, to raise this ground in its protest. MOL at 18.

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Our timeliness rules require that a protest based on other than alleged improprieties in a solicitation be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier). 4 C.F.R. § 21.2(a)(2). Our decisions assessing the question of whether an offeror should protest an agency's interpretation of the solicitation during discussions--or as here, a vendor during fee negotiations--have come to fact specific conclusions. See *Northrop Grumman Sys. Corp.--Mission Sys.*, B-419557.2 *et al.*, Aug. 18, 2021, 2021 CPD ¶ 329 at 12 (and internal citations).

We find this protest ground untimely. At the latest, the protester was aware on April 30, 2025, that it could only accept or reject the agency's established commission fee schedule. See AR, Tab H, Fee Email. The email the agency sent to the vendors in the competition directed them to either accept or refuse that fee schedule by May 2. *Id.* To the extent the protester viewed this approach as inconsistent with the solicitation language concerning fee negotiations--because, in the protester's view, requiring that a vendor either accept or refuse the agency's fee schedule does not constitute a negotiation--it should have raised this protest ground by May 2, the deadline for responding to the agency. The protester could not accept the fee schedule set by the agency and then wait to see whether it was awarded a contract before challenging the agency's failure to negotiate with the protester on the fee schedule. See *Northrop Grumman Sys. Corp.--Mission Sys.*, *supra* (failure to challenge agency's interpretation of solicitation requirement during discussions that was contrary to protester's understanding was untimely when raised after award). Instead, F.H. Cann waited to challenge the agency's price evaluation approach until it filed its protest on July 14. Accordingly, this protest ground is dismissed.

The protest is denied in part and dismissed in part.

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