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# Decision

**Matter of:** FYI- For Your Information, Inc.

**File:** B-423774; B-423774.2

**Date:** December 19, 2025

Craig A. Holman, Esq., and Roe Talmor, Esq., Arnold & Porter Kaye Scholer LLP, for the protester.

Ryan C. Bradel, Esq., and Nicholas L. Perry, Esq., Ward & Berry, PLLC, for C. Evans Consulting LLC, the intervenor.

James E. Hicks, Esq., and Jeffrey Saylor, Esq., Department of Justice, for the agency.

Glenn G. Wolcott, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

1. Protest challenging various aspects of the agency's evaluation is denied where, in evaluating quotations, the agency reasonably concluded that the awardee's quotation was superior to the protester's under the non-cost/price evaluation factors and that the awardee's slightly higher-priced quotation offered the best value to the agency.

2. Assertion that awardee misrepresented the availability of its proposed program manager is denied where the program manager had signed a contingent agreement prior to submission of awardee's quotation, engaged in ongoing communications with the awardee to confirm his availability and, following notification of award, executed a non-contingent agreement.

## DECISION

FYI--For Your Information, Inc. (FYI), of Silver Spring, Maryland, protests the Department of Justice, Drug Enforcement Administration's (DEA) establishment of a blanket purchase agreement (BPA) with C. Evans Consulting LLC (CEC), of Reston, Virginia, pursuant to request for quotations (RFQ) No. 15DDHQ25Q00000051, to provide human capital support services for the agency. In its initial protest, FYI, the incumbent contractor, complains that the agency performed an unreasonable evaluation of quotations under the non-cost/price factors and "ignored FYI's incumbent advantage."

Protest at 13-37.<sup>1</sup> In a supplemental protest, FYI asserts that CEC misrepresented the availability of its proposed program manager. Comments and Supp. Protest at 6-13.

We deny the protest.

## BACKGROUND

On May 2, 2025, pursuant to subpart 8.4 of the Federal Acquisition Regulation (FAR), the DEA released the RFQ at issue, seeking quotations to provide support for the agency in “recruiting, hiring, developing, retaining, and transitioning a highly skilled and high-performing workforce.”<sup>2</sup> RFQ at 16. The solicitation provided that the agency would establish a single BPA<sup>3</sup> on a best-value tradeoff basis and provided for the following non-cost/price evaluation factors, listed in descending order of importance: technical capability;<sup>4</sup> transition phase-in/transition phase-out;<sup>5</sup> and past performance.<sup>6</sup> The solicitation provided that the combined non-cost/price factors were significantly more important than cost/price.<sup>7</sup> *Id.* at 53. The solicitation also established various

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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 solicitation states: “DEA serves as the Federal Government experts in drug law enforcement: Special Agents, Intelligence Analysts, Diversion Investigators, Forensic Scientists, and highly trained support staff working together to keep Americans safe from dangerous drugs and those that traffic in them.” Agency Report (AR), Tab 4, RFQ at 16.

<sup>3</sup> Call orders will subsequently be issued against the BPA. *Id.* at 5.

<sup>4</sup> With regard to technical capability, the solicitation provided that the agency would “evaluate each Quoter’s technical capability to accomplish or satisfy each of the tasks in the SOW [statement of work],” considering the quotation’s “specificity, detail, and completeness to clearly and fully demonstrate an understanding of the requirement.” *Id.* at 51.

<sup>5</sup> With regard to transition, the solicitation provided that the agency would “evaluate the Quoter’s ability to implement a transition plan without impacting the operations of the program during the phase-in and phase-out periods.” *Id.* at 52.

<sup>6</sup> With regard to past performance, the solicitation provided that the agency would “evaluate the Quoter’s capability to provide services with similar scope, magnitude and complexity to that stated in the SOW [Statement of Work].” *Id.* at 53.

<sup>7</sup> With regard to cost/price, the solicitation listed various labor categories and associated levels of effort for which vendors were required to submit fixed labor rates, and stated that each vendor’s total cost/price would be evaluated for reasonableness, balance, and price realism. *Id.* at 50. The agency’s evaluation of cost/price is not at issue in this protest.

performance requirements. Among other things, section 6.0(h) of the SOW provided that vendors must be able to respond to at least 200 applicant inquiries per month, and the solicitation further stated that quotations would be evaluated to assess each vendor's understanding of the requirement to "provide high-volume recruitment and onboarding support under tight deadlines." *Id.* at 31, 52.

On or before the June 2 close of the solicitation period, quotations were submitted by several vendors, including FYI and CEC.<sup>8</sup> Thereafter, FYI's and CEC's quotations were both assigned the highest possible ratings under each of the non-cost/price evaluation factors.<sup>9</sup> Overall, the quotations were rated as follows:

	<b>Technical Capability</b>	<b>Transition- In/ Transition-Out</b>	<b>Past Performance</b>	<b>Cost/Price</b>
<b>FYI</b>	High Confidence	High Confidence	Acceptable	\$9,240,633
<b>CEC</b>	High Confidence	High Confidence	Acceptable	\$9,313,152

AR, Tab 10, Award Decision Memo at 6; Protest, exh. D, Basis for Award at 3.

In performing its evaluation, under the most important evaluation factor, technical capability, the agency identified and documented various aspects of the vendors' quotations that "raise[d] expectations of success." AR, Tab 5, Tech. Evaluation CEC at 2-3; AR, Tab 6, Tech. Evaluation FYI at 2-3. For example, with regard to FYI's quotation, these included references to FYI's experience as the incumbent; its "sound corporate approach"; its "compliance-driven approach"; its management of [redacted]; and its plan "to [redacted]." AR, Tab 6, Tech. Evaluation FYI at 2. With regard to CEC's quotation, the agency's assessments of "raise[d] expectations" included references to CEC's "detailed descriptions of approach, metrics"; its "detailed description of organizational capabilities"; its "detailed description of applicable laws and policies"; its "proven surge capability . . . [where it] carried out . . . 322K applicant reviews [over a 42 week period] exceeding [a 7 thousand per week] req[ui]rement"; and its "Custom dashboards." AR, Tab 5, Tech. Evaluation CEC at 2-3.

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<sup>8</sup> The quotations submitted by the other vendors are not relevant to this decision and are not further discussed.

<sup>9</sup> The solicitation provided that, in evaluating quotations under the technical capability and transition factors, the agency would assign ratings of high confidence, some confidence, or low confidence. The confidence ratings reflected the agency's level of confidence that the vendor "understands the requirement, proposes a sound approach, and will be successful in performing the contract with [varying degrees of] Government intervention." RFQ at 51. With regard to past performance, the solicitation provided for ratings of acceptable, unacceptable, or neutral. *Id.*

Thereafter, in making a best-value determination, the contracting officer<sup>10</sup> independently analyzed and summarized the evaluation findings as follows:

[CEC's] technical approach comprehensively addressed all the aspects of the Statement of Work (SOW), detailing each task and deliverable. [CEC] has significant experience in providing human resource staffing of similar size, scope, and complexity, including other large contracts. The evaluators rated the overall [quotation] as High [Confidence], noting that it was generally impressive. Additionally, [CEC] exceeded SOW section 6.0(h) applicant inquiries of 200 per month by proven surge capability of 28,000 applicant inquiries per month<sup>[11]</sup> and offered capability for customized dashboards to track project progress during the transition phases exceeding the minimum requirements of the RFQ. DEA has high confidence that [CEC] will not only meet but exceed the DEA's needs.

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FYI demonstrated proficiency performing core human capital support services. Their technical approach addressed all the aspects of the SOW, addressing each task and deliverable. FYI demonstrated experience in providing human resource staffing of similar size, scope, and complexity, including other large contracts. The evaluators rated the overall proposal as High [Confidence], meeting the minimum requirement of the RFQ, noting that as the incumbent, there is no requirement for a transition period.

AR, Tab 10, Award Decision Memo at 7, 9.

In comparing the quotations, the contracting officer also stated that CEC's quotation received the highest possible ratings across the non-cost/price factors, "along with their exceeding requirements," which "offsets the higher price of their quote when compared to lower[-]priced [quotations] which received equal or lower confidence level ratings across the non-price factors."<sup>12</sup> *Id.* at 18. The contracting officer concluded: "After consideration of the information provided to me by the TEP [technical evaluation panel] and after accomplishing an integrated assessment to include both the technical

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<sup>10</sup> The contracting officer was also the source selection authority for this procurement.

<sup>11</sup> The monthly calculation of 28,000 appears drawn from CEC's statement that, under a prior contract with the Office of Personnel Management, its team had performed 322,726 applicant reviews during a 42-week period, exceeding a seven thousand per week requirement. See Supp. Agency Report Exhibit, CEC Tech. Quotation at 25.

<sup>12</sup> As noted above, CEC's price was \$9,313,152 and FYI's price was \$9,240,633. That is, CEC's price was approximately \$73,000 higher--less than one percent ( $73,000 \div 9,240,633 = 0.0078$ )--than FYI's price.

evaluation and price analysis, it is my determination that [CEC] offers the best value quote in accordance with the terms of the RFQ, for fulfilling DEA requirements.” *Id.* at 19.

On July 18, FYI was notified that CEC had been selected for award. This protest followed.

## DISCUSSION

In its initial protest, FYI challenges the agency’s evaluation under the non-cost/price evaluation factors. Protest at 13-37. In a supplemental protest, FYI asserts that CEC misrepresented the availability of its proposed program manager. Comments and Supp. Protest at 6-13. As discussed below, we find no merit in any of FYI’s protest allegations.<sup>13</sup>

### Evaluation of Quotations Under the Non-Cost/Price Factors

First, FYI challenges the agency’s evaluation under each of the three non-cost/price factors. For example, with regard to the most important factor, technical capability, FYI complains that the agency “unequally” evaluated the two quotations by assigning high confidence ratings to both; references its incumbency; and asserts that CEC “could not match” FYI’s “highly proficient approach.” Protest at 3, 26-31. Next, FYI challenges the agency’s evaluation under the transition-in/transition-out factor, complaining that the agency “ignored FYI’s incumbent advantage” and asserting that CEC has inadequate experience transitioning in or out of contracts similar to the BPA at issue here.<sup>14</sup> *Id.* at 17. Finally, FYI challenges the agency’s past performance evaluation, asserting that

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<sup>13</sup> In its protest submissions, FYI makes arguments that are in addition to, or variations of, those specifically discussed below. We have considered all of FYI’s arguments and find no basis to sustain its protest.

<sup>14</sup> Throughout its initial protest, FYI made multiple references, based on “public information,” to CEC’s alleged lack of experience performing contracts similar in size, scope, and complexity to the BPA at issue here. Protest at 2, 13, 17, 20. For example, as noted below, in challenging the agency’s past performance evaluation, FYI asserted that CEC should have received a rating of neutral, rather than acceptable, because it “has only performed on contracts with a small fraction of the scope and magnitude of the solicited effort.” *Id.* at 2. However, the agency report identified multiple prior contracts that CEC has performed with values in excess of \$10,000,000. See Supp. Agency Report Exhibit, CEC Tech. Quotation at 41, 45, 49. Following its receipt and review of the agency report, FYI’s comments do not discuss in any way the size, scope, or complexity of CEC’s prior contracts. Accordingly, FYI’s various allegations related to the size, scope, or complexity of CEC’s prior contracts are considered to have been abandoned and will not be further considered. See, e.g., *New Generation Sol., LLC*, B-422559.2, B-422559.3, Oct. 23, 2024, 2025 CPD ¶ 4 at 4 n.4.

it was unreasonable for the agency to assign the same rating, acceptable, to both quotations because “FYI is the successfully performing incumbent.”<sup>15</sup> *Id.* at 13.

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. Further, we have repeatedly found that there is no requirement that an incumbent be given extra credit due to its incumbency, or that an agency assign or reserve the highest rating for an incumbent. See, e.g., *Assessment & Training Sols. Consulting Corp.*, B-421575.3, B-421575.4, July 16, 2024, 2024 CPD ¶ 177 at 12; *CACI, Inc.--Fed.*, B-420729.2, Mar. 1, 2023, 2023 CPD ¶ 51 at 9 n.8; *National Gov’t Servs., Inc.*, B-412142, Dec. 30, 2015, 2016 CPD ¶ 8 at 15; *DM Petroleum Operations Co.*, B-409004, B-409004.5, Jan. 15, 2014, 2014 CPD ¶ 52 at 11; *United Concordia Companies, Inc.*, B-404740, Apr. 27, 2011, 2011 CPD ¶ 97 at 6-8; *Oceaneering Int’l, Inc.*, B-287325, June 5, 2001, 2001 CPD ¶ 95 at 10.

Here, the solicitation provided that quotations would be evaluated for specificity, detail, and completeness, and that the agency would make judgments regarding the extent a vendor “clearly and fully demonstrate[d] an understanding of the requirement.” RFQ at 51. As discussed above, the record includes the agency’s documented assessment of both vendors’ quotations, including multiple aspects of each quotation that raised the agency’s expectations for successful performance. Finally, the evaluation record reflects the fact that, while both quotations received the highest possible ratings under the non-cost/price factors, the agency viewed CEC’s proposed approach under the technical factor to be superior to FYI’s, specifically noting that CEC’s quotation exceeded the solicitation requirements regarding surge capability and customized dashboards under the most important evaluation factor, technical capability. AR, Tab 5, Tech. Evaluation CEC at 2-3; AR, Tab 10, Award Decision Memo, at 7, 18.

Although FYI makes multiple arguments expressing its opinion that CEC’s quotation should not have been evaluated as superior to FYI’s, we view these complaints as reflections of FYI’s ongoing disagreement with the agency’s judgments. For example, with regard to the agency’s assessment that CEC’s quotation demonstrated surge capabilities exceeding the solicitation requirement that the quotation demonstrate an ability to respond to 200 applicant inquiries per month, see RFQ at 31 (SOW section 6.0(h)), FYI complains that the agency improperly credited CEC’s quotation with exceeding this requirement because CEC’s quotation referred to “applicant reviews”

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<sup>15</sup> In its initial protest, FYI also asserted that “none of CEC’s past performance even approaches the size and scope of the instant procurement.” Protest at 15. As noted above, FYI abandoned that assertion after reviewing the agency report.

rather than “respon[ses] to . . . applicant inquiries.” Protester’s Supp. Comments at 23-27. Even accepting the protester’s distinction between the solicitation’s requirement for responding to applicant inquiries and performing applicant reviews, given the magnitude of applicant reviews that CEC’s team demonstrated it was capable of performing (28,000 per month), we do not question the agency’s judgment that this portion of CEC’s quotation demonstrated a capability to exceed the solicitation requirements for responding to 200 applicant inquiries per month.

Similarly, with regard to the agency’s assessment that CEC’s quotation of customized dashboards exceeded the solicitation’s technical requirements, FYI complains of “unequal treatment,” asserting that its quotation also reflected the use of “dashboards.” Comments and Supp. Protest at 27. However, FYI’s assertion of unequal treatment does not demonstrate that its proposed use of dashboards reflected the same approach and provided the same potential benefits as CEC’s “customized dashboards.”<sup>16</sup> Accordingly, FYI fails to establish that the difference in the agency’s assessments did not reflect differences between the quotations. See *CAE USA, Inc.*, B-421550 *et al.*, June 22, 2023, 2023 CPD ¶ 149 at 9 (“[T]o prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably downgraded or failed to credit its proposal for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other proposals.”). As noted above, a protester’s difference of opinion regarding an agency’s judgments is insufficient to render the judgments unreasonable.

Further, with regard to FYI’s multiple references to, and reliance on, its incumbency as a basis for challenging the agency’s various evaluation judgments, we have repeatedly stated that there is no requirement that an incumbent be given extra credit, or be evaluated as the most capable offeror, due to its incumbency. While FYI expresses disagreement with the agency’s judgments, asserting that the agency “overlooked” various beneficial aspects of its quotation, including those flowing from its incumbency,<sup>17</sup> see Protest at 22, 36-38, our review of the entire record leads us to conclude that the agency had a reasonable basis for evaluating CEC’s quotation as

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<sup>16</sup> In response to the protest, the agency elaborates that CEC’s customized dashboards will track progress “against Key Performance Indicators (KPI) and Veteran Outreach Programs (VOP)” which were not part of but, rather, exceeded the solicitation’s requirements, while FYI “offered [redacted] which was a requirement under section 3.1.6(j) of the SOW.” Supp. Contracting Officer’s Statement at 10.

<sup>17</sup> For example, FYI complains that the agency’s evaluation under the transition factor failed to reflect the fact that, as the incumbent, FYI would “[redacted].” Protest at 23. However, as noted above, in considering the benefits offered by FYI’s quotation in performing her tradeoff analysis, the contracting officer expressly noted that, “as the incumbent, there is no requirement for a transition period.” AR, Tab 10, Award Decision Memo at 9. Accordingly, FYI’s complaint merely reflects its disagreement regarding the weight the agency afforded this aspect of its quotation.

technically superior to FYI's, specifically including the agency's assessment that CEC's quotation exceeded the solicitation requirements under the most important evaluation factor, technical capability.

Finally, in performing her best-value tradeoff determination, it is clear that the contracting officer considered all of the assessments of the evaluators; performed an independent analysis of those assessments that included consideration of both cost/price and non-cost/price factors; specifically noted aspects of CEC's quotation that exceeded the solicitation requirements; and concluded that the value provided by CEC's superior technical quotation warranted its marginally higher price. In short, notwithstanding FYI's various bases for dissatisfaction with the agency's evaluation--which, as discussed above, we reject--the record here establishes that the source selection authority complied with the requirement that, in conducting a procurement pursuant to FAR subpart 8.4, she perform a price/technical tradeoff; that is, made a determination as to whether one quotation's technical superiority is worth its higher price. See *InnovaTech, Inc.*, B-402415, Apr. 8, 2010, 2010 CPD ¶ 94 at 6; *The MIL Corp.*, B-297508, B-297508.2, Jan. 26, 2006, 2006 CPD ¶ 34 at 13. Based on our review of the record, we find no basis to question the reasonableness of that determination.

Accordingly, all of FYI's complaints regarding the agency's evaluation of quotations under the non-cost/price factors are denied.

#### Availability of CEC's Program Manager

Following production of the agency report responding to FYI's initial protest, FYI filed a supplemental protest asserting that CEC had misrepresented the availability of its proposed program manager, Mr. X.<sup>18</sup> More specifically, FYI asserts that CEC "lost access" to Mr. X after quotations were submitted but did not notify the agency. Comments and Supp. Protest at 6-13. With regard to this allegation, the record establishes the following facts.

On May 30, CEC entered into a written agreement with Mr. X pursuant to which he agreed to serve as CEC's program manager if CEC were awarded the BPA. Intervenor's Supp. Comments, exh. A, attach. 1, Contingent Offer of Employment. On June 2, CEC submitted its quotation, identifying Mr. X as its proposed program manager. See Supp. Agency Report Exhibit, CEC Tech. Quotation at 5-6, 9, 26-27, 29, 34-37, 53.

On June 18, Mr. X sent an email to CEC's president, stating that he had taken another job "[in order] to ensure stability for myself and my family." Intervenor's Supp. Comments, exh. A, attach. 2, Emails at 14. Nonetheless, the email also stated:

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<sup>18</sup> GAO does not generally disclose the names of specific individuals. Accordingly, we refer to the proposed program manager as "Mr. X."



“Please don’t interpret this as me closing the door on the opportunity you extended to me. . . . [I]f things change . . . I would absolutely welcome the opportunity to lend my expertise to your team.” *Id.* CEC’s president responded by promising to “let you know what happens with DEA,” and later reaching out again to confirm his availability before beginning to “look[] for a replacement.” *Id.* at 13-14. In response, Mr. X confirmed that he was “open.” *Id.* at 13.

On July 18, the agency selected CEC for award, with an effective start date of August 11. Intervenor’s Supp. Comments at 7. On July 19, CEC’s president sent Mr. X a non-contingent offer for him to serve as CEC’s program manager under the BPA. Intervenor’s Supp. Comments, exh. A, attach. 2, Emails at 3. On July 20, Mr. X accepted the offer, signing the agreement and returning it with an email stating “I’m very excited to join the team!” *Id.* at 2. On July 28, FYI filed this protest--leading to the suspension of CEC’s performance.

The issue of whether personnel identified in an offeror’s proposal (or as here, quotations), in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. See 4 C.F.R. § 21.5(a); *Peraton Inc.*, B-416916.12, B-416916.13, May 28, 2021, 2021 CPD ¶ 221 at 3-4; *Future-Tec Mgmt. Sys., Inc.; Computer & Hi-Tech Mgmt., Inc.*, B-283793.5, B-283793.6, Mar. 20, 2000, 2000 CPD ¶ 59 at 20. Nonetheless, our Office will consider allegations that a vendor quoted personnel it had no reasonable basis to expect to provide during contract performance, as such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Peraton Inc.*, *supra*. In this context, we will consider whether a vendor either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect to furnish during contract performance.<sup>19</sup> *Id.* Further, our Office has explained that vendors are obligated to advise agencies of material changes in proposed key staffing, even after submission of quotations. See *General Revenue Corp., et al.*, B-414220.2 *et al.*, Mar. 27, 2017, 2017 CPD ¶ 106 at 22.

Here, based on the facts discussed above, we reject FYI’s assertion that CEC did not have a reasonable basis for proposing Mr. X as its program manager or had an obligation to provide the agency with an update of his status before award. First, there

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<sup>19</sup> Here, as noted above, the solicitation contemplates the subsequent issuance of call orders following the award of the BPA. Additionally, the solicitation did not require submission of resumes for key personnel and placed limitations only on the replacement of personnel that are “named to work on [call] [o]rders.” RFQ at 164. Accordingly, the agency maintains that, under the terms of this solicitation, the requirements regarding representations of personnel availability should only apply to call orders placed against the BPA after award, not to the BPA itself. Supp. Memorandum of Law at 3-4. Since, based on the facts here, we conclude that CEC did not knowingly or negligently misrepresent the availability of Mr. X, we need not address the agency’s argument.

is no dispute that, before CEC submitted its quotation on June 2, Mr. X executed an agreement to serve as the program manager if CEC received the BPA award. Next, during the period between submission of quotations and the source selection decision, Mr. X needed income “to ensure stability for [himself] and [his] family”; accordingly, he accepted employment with another firm. However, he expressly stated that was not “closing the door” on CEC’s offer of employment and “if things change[d]” he would “welcome the opportunity” to join CEC’s team. Finally, following award to CEC, Mr. X confirmed his availability to serve as program manager by executing an agreement to that effect and stating that he was “very excited to join the team!”

In summary, the facts reflect that: the proposed program manager was available at the time of quotation submission; he and CEC engaged in an ongoing dialogue to ensure his availability; and his interim acceptance of employment elsewhere was not considered to be a foreclosure of his potentially performing as CEC’s program manager. His availability was confirmed by his execution of a non-contingent agreement following notification of award to CEC. In our view, these facts do not mandate the conclusion, as FYI asserts, that CEC “lost access” to Mr. X prior to award or was obligated to update the agency regarding his status. Comments and Supp. Protest at 6. On this record, we reject FYI’s assertion that CEC either knowingly or negligently misrepresented the availability of its proposed program manager, and this protest ground is denied.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel