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Decision

Matter of: CVTEK, LLC

File: B-423943; B-423943.2

Date: February 12, 2026

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Richard W. Postma, Jr., Esq., and Jessica A. Easton, Esq., Department of Homeland Security, for the agency.

Jungi Hong, Esq., Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging the awardee engaged in a “bait and switch” of key personnel is denied where the record does not support the allegation.
 2. Protest that agency failed to assess the awardee’s responsibility is denied where there is no requirement that an agency determine responsibility prior to issuing a task order when a responsibility determination was made at the time of the award of the infinite-delivery, indefinite-quantity contract.
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DECISION

CVTEK, LLC, a small business of McLean, Virginia, protests the issuance of a task order to Spatial Front, Inc. (SFI), a small business of Bethesda, Maryland, under request for proposals (RFP) No. 70SBUR25R00000009, issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) for information technology support services. The protester challenges the agency’s evaluation of proposals and resulting source selection decision.

We deny the protest.

BACKGROUND

On May 8, 2025, under the fair opportunity procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation to holders of indefinite-delivery, indefinite-quantity (IDIQ) contracts under the General Services Administration's (GSA) 8(a)¹ Streamlined Technology Acquisition Resource for Services (STARS) III governmentwide acquisition contract (GWAC) vehicle. Agency Report (AR), Exh. 17, RFP at 5;² Contracting Officer's Statement (COS) at 1-2. The agency sought proposals to manage and provide technical operations and support services to maintain and enhance operations and maintenance capabilities at USCIS's Technical Operations Center (TOC) in Stennis, Mississippi. AR, Exh. 18, Performance Work Statement (PWS) at 4-5; COS at 1.

The solicitation contemplated issuance of a hybrid time-and-materials and fixed-price type task order with one 8-month base period, four 12-month option periods, and a final 4-month option period for a total of 60 months. RFP at 2-4, 47; COS at 1. The RFP provided for award to be made on a best-value tradeoff basis, considering four evaluation factors, listed in descending order of importance: (1) corporate experience; (2) staffing matrix; (3) operational approach; and (4) price. RFP at 86-88; COS at 1. When combined, the non-price factors are significantly more important than price. RFP at 87. The RFP provided for proposals to be submitted in two phases, addressing corporate experience in phase I and the three other evaluation factors in phase II. *Id.* at 86-88. For each non-price factor, USCIS would assess its "confidence level" and assign a corresponding adjectival rating of "high confidence," "some confidence," or "low confidence."³ *Id.* at 89.

The agency received eighteen phase I proposals, including those submitted by CVTEK and SFI, by the June 2, deadline for submission. AR, Exh. 42, Award Decision

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration to enter into contracts with government agencies and to arrange for the performance through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. Firms participating in this program are commonly referred to as "8(a)" contractors. The STARS III GWAC is an 8(a) set-aside vehicle. 8(a) STARS III, <https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/gwacs/8a-stars-iii> (last visited Jan. 29, 2026).

² Citations to the record refer to the documents' internal Adobe PDF pagination. The RFP was amended four times; reference to the RFP is to the conformed version at exhibit 17 of the agency report.

³ The solicitation defined the rating of "high confidence" as one where the government has "high confidence that the offeror understands the requirement and proposes a sound approach that significantly increases the likelihood of success in performing the requirements within the PWS with little or no" government intervention. RFP at 89. For
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Document at 3-4. Following the phase I evaluation, USCIS issued an advisory “down-select” notice to four offerors, including CVTEK and SFI, to proceed to phase II. *Id.*; RFP at 82-83; COS at 2. The table below summarizes the agency’s evaluation of CVTEK’s and SFI’s proposals for both phases:

	CVTEK	SFI
Corporate Experience	High Confidence	High Confidence
Staffing Matrix	Some Confidence	Some Confidence
Operational Approach	High Confidence	High Confidence
Price	\$43,340,052	\$39,205,459

AR, Exh. 42, Award Decision Document at 3-4. The contracting officer, serving as the source selection authority decided that SFI’s proposal was the most advantageous to the government and selected its proposal for award. *Id.* at 13. USCIS issued the task order to SFI on September 12. AR, Exh. 43, Award Notification Emails to Spatial Front. This protest followed.⁴

DISCUSSION

The protester raises several objections to the evaluation of proposals. CVTEK contends the awardee engaged in an impermissible “bait and switch” by relying on a proposed program manager (PM) and deputy program manager (DPM) for the firm’s oral presentation that CVTEK never intended to provide. Protest at 2, 9. In the alternative, the protester contends that the agency relaxed a material requirement for the task order place of performance by accepting SFI’s proposed PM and DPM. Supp. Protest at 8-12. The protester also alleges that the agency failed to properly evaluate Spatial Front’s responsibility to perform the contract before selecting Spatial Front for award. Supp. Protest at 3-6. While we do not discuss all of CVTEK’s challenges regarding the evaluation of proposals and the resulting tradeoff, we have considered them all and conclude none provides a basis to sustain the protest.⁵

a rating of “some confidence,” the definition was the same except that the government has “some confidence” that the offeror is “likely” to be successful in performing with “some” government intervention. *Id.* The same definition applied to a rating of “low confidence,” except that the government has “low confidence” that the offeror is “likely” to be successful in performing “even with” government intervention. *Id.*

⁴ The value of the issued task order exceeds \$10 million, therefore, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(B)(2).

⁵ For example, CVTEK alleges, the agency “failed to promulgate clear evaluation criteria, failed to provide guiding procedures to the Evaluation Team, and failed to document those criteria in the record. At a minimum, the Agency either did not follow its
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Program Management

The protester raises two challenges to the awardee's approach to program management personnel--specifically, the awardee's proposed PM and DPM. Protest at 4-5; Supp. Protest at 8-12. Both CVTEK's primary argument and its argument in the alternative hinge on CVTEK's contention that the solicitation requires the PM and DPM to perform their duties on site at the TOC in Stennis, Mississippi. *Id.*

Bait and Switch

The protester primarily alleges the awardee engaged in an impermissible "bait and switch" by relying on a PM and DPM for the firm's proposal that SFI never intended to provide during performance. Protest at 4-5. The agency denies that the protester has established that the awardee misrepresented its approach to performance or that the agency relied on any such misrepresentation. MOL at 4-15.

The issue of whether personnel identified in an offeror's proposal will, in fact, perform under the subsequently-awarded contract is generally a matter of contract administration that our Office does not review. *Patricio Enters. Inc.*, B-412738, B-412738.2, May 26, 2016, 2016 CPD ¶ 145 at 4; see Bid Protest Regulations, 4 C.F.R. § 21.5(a). Nonetheless, our Office will consider allegations that an offeror proposed personnel that it did not have a reasonable basis to expect to provide during contract performance in order to obtain a more favorable evaluation, because such a material misrepresentation has an adverse effect on the integrity of the competitive procurement system. *Patricio Enters. Inc.*, *supra* at 4. Our decisions frequently refer to such circumstances as a "bait and switch." *Id.* To establish an impermissible bait and switch, a protester must show that: (1) the awardee either knowingly or negligently represented that it would rely on specific personnel that it did not have a reasonable basis to expect

stated evaluation framework or failed to preserve and produce it." Supp. Protest at 7. The agency requested that we dismiss CVTEK's allegation as factually and legally insufficient. Supp. Memorandum of Law (MOL) at 9.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will 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. *Warfighter Focused Logistics, Inc.*, B-423546; B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation that establishes the likelihood that the protester will prevail in its claim of improper agency action. *Id.*

Other than this broad and conclusory assertion of improper action, the initial protest provides no information to support the bald assertion that USCIS denied CVTEK a fair opportunity to compete. As such, we dismiss, without further discussion, this unsupported speculation as failing to state a valid basis of protest.

to furnish during contract performance; (2) the misrepresentation was relied on by the agency; and (3) the agency's reliance had a material effect on the evaluation results. *Id.*

Section 6.5 of the PWS identifies the task order's key personnel positions, including the PM and DPM roles. PWS at 31-33. The solicitation did not require offerors to include resumes for personnel at the time of proposal submission, nor did the RFP provide for the evaluation of proposed personnel against the minimum experience and qualifications for the roles. See RFP at 84-85. Under the operational approach evaluation factor, however, offerors were required to participate in oral presentations, and the solicitation specified that "Key Personnel of the offeror's choosing should be participants in the oral presentation event." RFP at 84. To that end, ahead of the oral presentations, offerors were required to submit "the name, current employer/company, intended roles on the task order and e-mails" for the participants. *Id.*

For its oral presentation, SFI relied on five participants, including its proposed PM and DPM, who we identify as S and R, respectively. AR, Exh. 36, Emails re SFI Oral Presentation at 3; Intervenor Comments, exh. 1, Declarations of S and R at 2-3. According to CVTEK, in so doing, SFI materially misrepresented its personnel for the PM and DPM roles. Protest at 7-8. To support this protest argument, CVTEK argues that the solicitation requires the PM and DPM to perform their duties at the TOC in Stennis, Mississippi. Protest at 5,7. Because SFI's proposed PM and DPM are based in Maryland, CVTEK alleges that the awardee knew its proposed PM and DPM would not relocate to Mississippi, and thus S and R would not perform these roles. Instead, the protester asserts that it was always SFI's intent to recruit its key personnel from ValidaTek's incumbent staff.⁶

As an initial matter, USCIS contests the third element of a bait and switch allegation, *i.e.*, whether any reliance on the proposed key personnel had a material effect on the evaluation. The agency contends key personnel were not a material requirement because the solicitation did not provide for the evaluation of key personnel resumes. MOL at 9-10. Therefore, the agency argues that any misrepresentation regarding who would fill the PM and DPM roles was not material to the agency's evaluation. *Id.*

As our Office has stated, proposed key personnel can be considered material even if not explicitly required by the RFP, especially where the overall acceptability of the proposal is based in part on the awardee's approach to providing key personnel who are capable and available at the start of performance. *Patricio Enters. Inc., supra* at 12-14. Here, the solicitation identified the PM and DPM positions as key personnel, and that key personnel were important parts of the oral presentations, which were assessed for confidence under the operational approach factor. RFP at 84. The record also reflects that SFI proposed S and R, as the firm's PM and DPM, respectively. Intervenor Comments, exh. 1, Declarations of S and R at 2-3. Although the RFP did not

⁶ CVTEK is a joint venture between Choisis Technology Inc. and ValidaTek, Inc., the incumbent contractor. Protest at 2; AR, Exh. 7, Q&A at 6 (Question 80).

explicitly provide for evaluating key personnel resumes against the minimum qualifications for the roles, we cannot conclude that SFI's proposed PM and DPM were not material to the evaluation because of the extent to which the solicitation involved key personnel in the oral presentation. See *Patricio Enters. Inc.*, *supra* at 13-14. As noted, the RFP told offerors that key personnel "should" participate in the oral presentation and that offerors "shall" send the names and intended roles of the participants prior to the oral presentation. RFP at 84. The agency evaluated SFI's approach based on its overall approach to the presentation, which included the identification of, and knowledge demonstrated by, the proposed PM and DPM. AR, Exh. 42, Award Decision Document at 9 (noting SFI's strong presentation, knowledge, and prior experience). Under the unique circumstances here, the awardee's use of its proposed key personnel during the oral presentation had a material effect on the evaluation of proposals under the operational approach factor.

In any event, the protester has failed to establish the remaining elements of a bait and switch. Specifically, the protester has not established that the awardee either knowingly or negligently represented that it would rely on specific personnel that the firm did not have a reasonable basis to expect to furnish during contract performance based on place of performance.

The agency argues that the basic premise of the protester's argument--that the proposed key personnel were required to be located in Stennis--is simply wrong. In this regard, the agency explains the RFP required work to be performed at two primary locations, the TOC in Stennis, Mississippi "and/or" USCIS's headquarters in Camp Springs, Maryland. *Id.* at 5-6 (citing to PWS section 6.3). Because the solicitation allowed the key personnel to perform their duties at a location in Maryland, which is the state where the key personnel reside, the agency argues there is no support for CVTEK's speculation that the awardee did not in fact intend to use the proposed individuals during performance. SFI argues in support of the agency's position that the solicitation allows for performance at either location and also provided declarations from the proposed PM and DPM stating that they are still employed by SFI and would work at either Stennis or Camp Springs in accordance with the solicitation. Intervenor Comments at 5; *id.*, exh. 1, Declarations of S and R at 2-3.

When a dispute exists as to a solicitation's requirements, we will first examine the plain language of the solicitation and will resolve the dispute by reading the solicitation as a whole and in a manner that gives effect to all of its provisions. *CMSoft, Inc.*, B-419370, Jan. 26, 2021, 2021 CPD ¶ 36 at 4. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Id.*; *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, 2017 CPD ¶ 53 at 4. If the solicitation is unambiguous our inquiry ceases; an ambiguity exists, however, where two or more reasonable interpretations of the terms of the solicitation are possible. *CMSoft, Inc.*, *supra* at 4; *Perimeter Sec. Partners, LLC*, B-422666.4, Mar. 11, 2025, 2025 CPD ¶ 72 at 5.

Here, the plain language of the solicitation contradicts the protester's contention that the PM and DMP had to be at the Stennis location. The PWS unequivocally informed offerors that, for this task order, USCIS expected work performance at Stennis "and/or" Camp Springs. PWS at 31. More specifically, section 6.3 of the PWS states, in relevant part:

At the discretion of the TOC Federal Manager, work will be performed at the USCIS Technical Operations Center (TOC) which is located within the Enterprise Operations Center (EOC) at 9313 Cypress Loop Road, Stennis Space Center, MS 39529, and/or in the National Capital Region at USCIS HQC 5900 Capital Gateway Drive, Camp Springs, MD 20746. Both are government owned facilities. For Continuity of Operations, the contractor shall be prepared to provide resources at both facilities. The numbers of personnel at each site will be based on operational necessities as determined by the TOC Federal Manager.

PWS at 31.

Again, CVTEK's protest argument depends on its contention that the RFP required offerors to locate their PM and DPM "onsite" at the TOC in Stennis. Protest at 7; Comments at 5-6. As explained, however, the solicitation did not expressly require offerors to provide their PM or DPM in Stennis. Rather, the PWS clearly establishes that the TOC Federal Manager can allow the contractor to perform at the TOC in Stennis or at the USCIS headquarters in Camp Springs. PWS at 31.⁷ This protest argument is denied.

⁷ The protester argues that the RFP's amended staffing matrix provides context for the "onsite" requirement. Comments at 6-7. The record reflects that attachment 4 to the RFP is an amended price worksheet with a staffing matrix. AR, Exh. 21, Attachment 4 Staffing Matrix Price Worksheet. In this regard, the staffing matrix lists the locations of two key personnel positions as "Onsite (Camp Springs)" and four other positions simply as "Onsite." *Id.* at 2. Because the solicitation contains the parenthetical "Onsite (Camp Springs)," CVTEK argues that Stennis must be the default location when the designation "Onsite" is used by itself. Comments at 6.

The agency explains that the "onsite" designations in the matrix simply distinguish between positions eligible for telework and those required to be onsite in Stennis or Camp Springs. Specifically, there were two positions (network support specialists) that were required to be onsite at Camp Springs. Supp. MOL at 14; AR, Exh. 22, Q&A at 2; PWS at 17 (requiring offerors to "assign at least two (2) individuals" at Camp Springs to serve as liaisons during emergencies). Thus, we find no basis to credit the protester's allegation and subsequent arguments about the meaning of "onsite" in the solicitation.

Material Requirement

CVTEK argues in the alternative that, in accepting SFI's proposed key personnel approach, the agency waived a material requirement for the PM and DPM to perform onsite in Stennis, Mississippi. Supp. Protest at 8. Specifically, CVTEK alleges that the solicitation required the PM and DPM be "onsite" at Stennis, and USCIS "later waived or relaxed that requirement when SFI could not meet it." *Id.*

Clearly stated RFP requirements are considered material to the needs of the government, and a proposal that fails to conform to material terms is unacceptable and may not form the basis for award. *National Shower Express, Inc.; Rickaby Fire Support*, B-293970, B-293970.2, July 15, 2004, 2004 CPD ¶ 140 at 4-5. It is a fundamental principle in a negotiated procurement that a proposal that fails to conform to a material solicitation requirement is unacceptable. *The Boeing Co., B-311344 et al.*, June 18, 2008, 2008 CPD ¶ 114 at 54.

As set forth above, there is no reasonable basis for the protester's interpretation of the solicitation as requiring "onsite" roles to perform only as Stennis. Thus, we find no merit to CVTEK's argument that the agency impermissibly relaxed any requirement--let alone a material one--that mandated the PM and DPM roles be performed exclusively onsite at the Stennis facility.

Responsibility Determination

The protester next contends the agency "failed to make a full responsibility inquiry and determination" under FAR part 9 before issuing the task order to SFI. Supp. Protest at 3. Specifically, CVTEK alleges the USCIS did not consider evidence that bears strongly on the awardee's responsibility arising out of SFI's performance of a contract for the Federal Aviation Administration. *Id.* at 3-4.

The agency responds that the determination of the awardee's responsibility was made at the time that GSA awarded SFI a contract under the 8(a) STARS III IDIQ GWAC. Supp. MOL at 3-4. According to USCIS, because the agency did not specify that it would conduct an independent responsibility determination in the solicitation, USCIS was not required to make a new responsibility determination under FAR part 9, prior to issuing the task order here. We agree with the agency.

Responsibility, in the context of federal acquisitions, refers to the ability of a prospective contractor to perform the contract for which it has submitted an offer; by law, a contracting officer must determine that an offeror is responsible before awarding it a contract. See 41 U.S.C. § 3303(a); see also 41 U.S.C. § 637; FAR 9.103(a), (b). A contracting officer is also required to obtain sufficient information, including from the offeror itself, before making a responsibility determination. FAR 9.105-1. Our Office has explained, however, that there is no requirement that an agency conduct an additional responsibility determination when issuing a task order under an IDIQ contract, since a responsibility determination was already made at the time of award of the

underlying IDIQ contract.⁸ *Booz Allen Hamilton, Inc.*, B-409272 *et al.*, Feb. 25, 2014, 2014 CPD ¶ 84 at 5.

Here, the competition was conducted among offerors that held the 8(a) GSA STARS III IDIQ contracts, and the RFP did not provide for a separate responsibility determination. RFP at 1. Once an offeror has been determined to be responsible and is awarded the underlying IDIQ contract--as here--there is no requirement that an agency conduct an additional responsibility determination when issuing a task order. Consequently, we find no merit to CVTEK's argument, and this allegation is denied. *GovCIO, LLC*, B-421290.6 *et al.*, Sep. 11, 2024, 2024 CPD ¶ 254 at 19-20.

Inaccurate Legal Citations

In reviewing the protester's submissions to our Office, we identified a number of irregularities in the citations provided by CVTEK in its supplemental protest. In some instances, we were unable to locate decisions that matched the citation provided by the protester, and some decisions matching either the B-number or Comptroller General's Procurement Decisions (CPD) citation did not appear to state the proposition for which the protester cited the decision.

As a result, we asked the protester to address the basis for the citations and to either provide copies of the cited decisions or explain why the protester was unable to provide copies of the cited decisions. Notice of Required Protester Resp. at 1. In response, one of the protester's attorneys confirmed that he used Westlaw's AI (artificial intelligence) tool, CoCounsel, in preparing the supplemental protest. Resp. to GAO at 1. The protester's attorneys expressly acknowledged that "some of the citations provided by Westlaw CoCounsel were erroneous." *Id.* Although, the attorney who used the AI tool indicates that he identified some irregularities and attempted to correct them, the attorney admittedly failed to correct all the erroneous citations in the final supplemental protest filed with our Office. *Id.* at 1-2. CVTEK's counsel apologized and took full responsibility for the errors, explaining that new protocols have been implemented to ensure that "all case citations will be manually verified." *Id.* at 2-3; Supp. Resp. to GAO at 1-2.

As the courts and our forum have explained, "there is nothing inherently wrong with . . . properly and competently utilizing AI or any of its subsets to practice law or litigate cases," but that "the evolving technology has many glitches (including hallucinations) and does not always work properly or as expected," and "[t]his is why close and careful attorney supervision, fact-checking, and citation-checking are absolute necessities

⁸ Moreover, our Office generally does not review an affirmative determination of responsibility absent a showing of failure to properly apply definitive responsibility criteria, or where the protester identifies evidence raising serious concerns that, in reaching the responsibility determination, the agency unreasonably failed to consider available relevant information or otherwise violated statute or regulation. 4 C.F.R. § 21.5(c); *Bannum, Inc.*, B-408838, Dec. 11, 2013, 2013 CPD ¶ 288 at 4.

when utilizing AI or any of its subsets.” *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 6; *Oready, LLC*, B-423524.2, Aug. 13, 2025, 2025 CPD ¶ 194 at 7 (both citing *Versant Funding LLC v. Teras Breakbulk Ocean Navigation Enters., LLC*, No. 17-cv-81140, 2025 U.S. Dist. LEXIS 98418 at *11 (S.D. Fl. May 20, 2025)).

In order to satisfy our statutory mandate to resolve protests expeditiously and to maintain our role as a meaningful, efficient protest forum, we expect all parties to prepare and present their cases carefully and diligently. *Wolverton Prop. Mgmt., LLC--Recon.*, B-415295.4, June 6, 2018, 2018 CPD ¶ 205 at 3. The use of AI tools to draft or assist in drafting legal filings can result in the citation of non-existent decisions, such that reliance on those programs without review for accuracy wastes the time of all parties and GAO. *Raven Investigations & Sec. Consulting, LLC*, B-423447, May 7, 2025, 2025 CPD ¶ 81 at 4.

As we have explained, our Office necessarily reserves an inherent right to dismiss any protest and to impose sanctions against a protester, where a protester’s actions undermine the integrity and effectiveness of our process. *Id.* Here, because we deny this protest, we do not exercise our right to impose sanctions for submission of non-existent citations. The protester, however, is advised that any future submission of filings to our Office with citations to non-existent authority may, after a review of the totality of the circumstances, result in the imposition of sanctions.

The protest is denied.

Edda Emmanuelli Perez
General Counsel