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Decision

Matter of: AFCO Global Solutions

File: B-424517; B-424517.2

Date: July 21, 2026

Katherine B. Burrows, Esq., Tracey L. Prueitt, Esq., Timothy F. Valley, Esq., Josephine R. Farinelli, Esq., and Kelly A. Kirchgasser, Esq., PilieroMazza PLLC, for the protester. John R. Tolle, Esq., Baker, Cronogue, Tolle & Werfel, LLP, for cFocus Software Incorporated, the intervenor.

Joon K. Hong, Esq., and David A. Lank, Esq., Department of Health and Human Services, for the agency.

Nathaniel S. Canfield, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging material misrepresentation of availability of key personnel is denied where the awardee's quotation included signed letters of commitment from those individuals and the protester offers no contrary credible evidence that the individuals will not perform on the order.

2. Protest alleging unreasonable and unequal evaluation of quotations is denied where the record shows that the agency's evaluation was generally reasonable, and to the extent the agency unequally evaluated quotations, the protester cannot demonstrate a reasonable possibility of competitive prejudice.

DECISION

AFCO LLC, doing business as AFCO Global Solutions, of Washington, D.C., protests the issuance of an order to cFocus Software Incorporated, of Miami, Florida, under request for quotations (RFQ) No. NIH-CIT-2026-1, issued by the Department of Health and Human Services, National Institutes of Health (NIH), for emergency customer service call center support services. The protester alleges that the agency unreasonably evaluated quotations under the RFQ and made an unreasonable best-value determination.

We deny the protest.

BACKGROUND

The agency issued the RFQ using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4 on March 10, 2026, and amended it once. Contracting Officer's Statement (COS) at 2. The RFQ sought quotations for the provision of customer service call center support to NIH's Center for Information Technology, including operator services in support of: (1) handling general informational telephone calls, emergency telephone calls, paging requests, and teleconferencing; (2) placing national and international telephone calls; and (3) assisting the hearing impaired/deaf community with teletypewriter or text telephone calls. Agency Report (AR), Tab 2, Amended RFQ at 45.¹

The RFQ contemplated issuance of a single, fixed-price order with cost reimbursement line items for other direct costs, with a 6-month base period of performance and four 12-month option periods, as well as a 6-month option to extend services. *Id.* at 4, 7-8. The agency would issue the order to the vendor whose quotation presented the best value to the agency on the basis of four technical factors, listed in descending order of importance: (1) technical capability and management approach; (2) staffing plan; (3) key personnel qualifications; and (4) organizational experience and certifications.² *Id.* at 39-41. The technical factors, when combined, were significantly more important than cost/price. *Id.* at 39.

With respect to the technical capability and management approach factor, the RFQ stated that the agency would evaluate vendors' technical quotations to determine the extent to which they demonstrated several aspects, including a thorough understanding of the objectives and requirements of the statement of work (SOW); a clear, effective, and realistic process to ensure the quality of the work completed that satisfied the objectives and requirements of the SOW; and a sufficiently inclusive, comprehensive, and effective communication system to support the work described in the SOW and to keep the agency and other stakeholders informed of progress, issues, and risks. *Id.* at 40. The agency also would evaluate technical quotations under this factor to determine the extent to which they demonstrated a transition plan meeting the requirements and objectives of the SOW. *Id.*

Under the staffing plan factor, the agency would evaluate technical quotations to determine the extent to which they demonstrated a feasible staffing approach, including: an appropriate mix and balance of education, certifications, experience, and training of staff; ability to add qualified staff in a timely manner; and ability to integrate new staff with no disruption and minimal to no ramp-up time. *Id.*

¹ Citations to the agency report are to the electronic page numbers.

² The RFQ further contemplated an evaluation of past performance, which was not a technical factor for this requirement. Amended RFQ at 42. The agency's past performance evaluation is not at issue in this protest.

For the key personnel qualifications factor, the RFQ instructed vendors to submit résumés and letters of commitment for four key positions: project manager; call center supervisor; call center operator; and call center team lead. *Id.* at 36, 41. The agency would evaluate the qualifications of those individuals, including the currency, quality, and depth of their experience working on similar projects. *Id.* at 40. The RFQ also listed preferred education and experience qualifications for the key personnel positions. *Id.* at 40-41.

Lastly, with respect to the organizational experience and certifications factor, the RFQ stated that the agency would evaluate the extent to which quotations demonstrated matters such as: relevant and current capabilities to meet the requirements and objectives of the SOW; relevant certifications; and performance of prior work similar in size, scope, and complexity to the solicited effort. *Id.* at 41.

The RFQ provided that the agency would assign confidence ratings to quotations under each technical factor in accordance with the following definitions:

Rating	Description
High Confidence	The [g]overnment has high confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the [order] with little or no [g]overnment intervention.
Some Confidence	The [g]overnment has confidence that the [vendor] understands the requirement, proposes a sound approach, and will be successful in performing the [order] with some [g]overnment intervention.
Low Confidence	The [g]overnment has low confidence that the [vendor] understands the requirement, proposes a sound approach, or will be successful in performing the [order] even with [g]overnment intervention.

Id. at 39. Additionally, the RFQ stated that the agency would assign to each quotation an overall rating of either capable or not capable of performing the work as stated in the SOW. *Id.*

The agency received and evaluated 23 quotations in response to the RFQ, including those submitted by the protester and cFocus. COS at 6; AR, Tab 5, Technical Evaluation Group (TEG) Consensus Report at 2. The agency evaluated the quotations submitted by the protester and cFocus as follows:

	AFCO	cFocus
TECHNICAL CAPABILITY AND MANAGEMENT APPROACH	Some Confidence	High Confidence
STAFFING PLAN	High Confidence	High Confidence
KEY PERSONNEL QUALIFICATIONS	High Confidence	High Confidence
ORGANIZATIONAL EXPERIENCE AND CERTIFICATIONS	High Confidence	High Confidence
COST/PRICE³	\$9,352,539	\$8,497,063

AR, Tab 5, TEG Consensus Report at 2; Tab 6, Best Value Determination Memorandum at 1. The agency further assigned overall ratings of capable to both of those quotations. *Id.*

Based on the technical evaluation, analysis of cost/price, and consideration of past performance, the contracting officer, who served as the source selection authority, determined that cFocus's quotation presented the best value to the agency. AR, Tab 6, Best Value Determination Memorandum at 4.

On May 12, 2026, the agency notified the protester that it had not been selected for receipt of the order. AR, Tab 8, Unsuccessful Vendor Notice. On May 19, the agency provided the protester with a brief explanation of its decision in accordance with FAR subsection 8.405-2(d). AR, Tab 8A, Brief Explanation. The protester filed the instant protest with our Office on May 18 and filed a supplemental protest on May 29, following its receipt of the agency's brief explanation.

DISCUSSION

The protester, which is the incumbent performing the predecessor effort, challenges several aspects of the agency's evaluation of quotations, as well as the best-value determination. Under the key personnel qualifications factor, the protester alleges that the agency unreasonably failed to address information indicating that cFocus materially misrepresented the availability of key individuals. The protester also challenges weaknesses assigned to its quotation under the technical capability and management approach factor, contending that they were unreasonably assigned or resulted from disparate treatment by the agency. The protester further alleges that the agency unreasonably assigned strengths to cFocus's quotation under the staffing plan factor. Finally, because of these alleged errors in the evaluation of quotations, the protester argues that the agency's best-value determination was unreasonable.⁴

³ Figures are rounded to the nearest dollar.

⁴ The protester initially also alleged that the agency unreasonably evaluated cFocus's quotation under the organizational experience and certifications factor; failed to perform a proper price reasonableness evaluation of cFocus's quotation; and unreasonably
(continued...)

As discussed below, we conclude that there is no basis on which to sustain the protest.⁵

Key Personnel Qualifications

The protester alleges that the agency unreasonably failed to consider information indicating that cFocus materially misrepresented the availability of three of its key personnel. Protest at 21-23; Comments at 14-17. In that regard, the protester points to the letters of commitment it submitted for three key individuals, each of which contained a statement that the individual was “**NOT** available for proposal by any other firm.” Comments at 15 (citing AR, Tab 3, Protester Technical Quotation at 44-49). Because cFocus’s quotation included those same three individuals, the protester contends that the agency unreasonably failed to resolve the conflicting information regarding the availability of those individuals, namely, the exclusivity language in the protester’s quotation. *Id.* at 16-17. The agency responds that it reasonably evaluated cFocus’s quotation under the key personnel qualifications factor. Memorandum of Law (MOL) at 13.

As relevant to this allegation, the record reflects that the quotations submitted by the protester and cFocus included three of the same personnel. *Compare* AR, Tab 3, Protester Technical Quotation at 22 (identifying project manager,⁶ call center supervisor, and call center team lead) *with* Tab 4, cFocus Technical Quotation at 18 (identifying the same individuals for project manager, call center supervisor, and call center lead operator). The record further reflects that the protester’s quotation included letters of commitment for those individuals stating that they were “**NOT** available for proposal by any other firm.” AR, Tab 3, Protester Technical Quotation at 44, 46, 48.

evaluated cFocus’s past performance. Protest at 23-30. We dismissed those allegations as factually and legally insufficient. See Electronic Protest Docketing System No. 25.

⁵ The protester raises other collateral arguments. While we do not address each of the protester’s allegations and variations thereof, we have reviewed them all and conclude that none provides a basis to sustain the protest. For example, the protester alleges that its quotation merited additional strengths under the key personnel qualifications factor for exceeding the agency’s preferred experience benchmarks for the project manager and call center operator positions. Protest at 16-17. The record reflects, however, that the agency credited the protester’s quotation for those aspects. See AR, Tab 5, TEG Consensus Report at 9 (assigning strengths for exceeding experience benchmarks). To the extent the protester believes that its proposal merited more heavily or significantly-weighted strengths, the protester’s disagreement with the agency’s judgment, without more, does not provide a basis to sustain the protest. *Protection Strategies, Inc.*, B-416635, Nov. 1, 2018, at 8.

⁶ The protester’s quotation identifies this position as “program manager,” but we refer to it as “project manager” for consistency with the RFQ’s terminology. See Amended RFQ at 41.

cFocus's quotation, however, also included signed letters of commitment from those same individuals. See AR, Tab 4, cFocus Technical Quotation at 28, 31, 47. Thus, cFocus's quotation contained information in the form of signed letters of commitment indicating that the identified individuals would be available to perform if cFocus received the order.

We previously have rejected the argument that a protester's letters of commitment containing exclusivity language should have alerted an agency to the unavailability of personnel where there was information indicating that the awardee had a reasonable basis to represent that the personnel would be available. See, e.g., *ASRC Fed. Data Sols., LLC*, B-421008 *et al.*, Dec. 2, 2022, at 7 (individual accepted an initial and updated contingent offer, and provided awardee with a résumé). Here, cFocus had signed letters of commitment indicating the availability of the challenged individuals. Moreover, with respect to the exclusivity language in the protester's letters of commitment, we have stated that our Office will not review a protester's allegation that the awardee may violate a non-compete agreement, as it concerns a private dispute that does not involve government action.⁷ *Id.* at 7 n.3 (citing *AVER, LLC*, B-419244, Nov. 2, 2020, at 4). Accordingly, the protester's contention that the agency unreasonably ignored the exclusivity language in the protester's letters of commitment provides no basis to sustain this ground of protest.

Technical Capability and Management Approach

Next, the protester challenges the evaluation of its quotation under the technical capability and management approach factor, arguing that the agency improperly assigned three weaknesses to it. Supp. Protest at 5-12; Comments at 4-11. The protester contends that the agency's assignment of weaknesses was unreasonable and deviated from the RFQ, and that the assignment of one weakness was the result of disparate treatment. The agency responds that it reasonably assigned weaknesses in accordance with the RFQ's evaluation criteria, and that the protester has not demonstrated that the agency's evaluation evinces unequal treatment. MOL at 6-9.

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition, we will review the record to ensure that the agency's evaluation is reasonable and consistent with the terms of the solicitation. *Digital Sols., Inc.*, B-402067, Jan. 12, 2010, at 3-4; *DEI Consulting*, B-401258, July 13, 2009, at 2. In reviewing a protest challenging an agency's technical evaluation, our Office will not reevaluate the 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. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, at 4. A protester's disagreement with the agency's judgment,

⁷ We additionally note that the protester provided no evidence that the individuals in question had not made, revoked or otherwise negated their commitments to cFocus. See, e.g., *ASRC Fed. Data Sols.*, *supra* at 7-9 (sustaining protest where key individual provided a clear statement of intention not to be involved in the awardee's efforts).

without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra* at 2.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. *Cellco P'ship dba Verizon Wireless*, B-418155.4, B-418155.5, Nov. 5, 2020, at 10. It is a fundamental principle of federal procurement law that a contracting agency must treat all vendors equally and evaluate their quotations evenhandedly against the solicitation's requirements and evaluation criteria. *22nd Century Techs., Inc.*, B-417336, B-417336.2, May 24, 2019, at 6. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, at 9; *Camber Corp.*, B-413505, Nov. 10, 2016, at 8; see also *Mobomo LLC*, B-423027.2, B-423027.3, Jun. 17, 2025, at 6 ("[T]o prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably evaluated its quotation in a different manner than another quotation that was substantively indistinguishable or nearly identical.").

The record reflects that the agency assigned three strengths and three weaknesses to the protester's quotation under the technical capability and management approach factor, resulting in an adjectival rating of some confidence under that factor. AR, Tab 5, TEG Consensus Report at 9. The first two assigned weaknesses identify a lack of detail and clarity in the protester's quotation, stating that it "lacked in discussion on how management oversight will translate and apply to the SOW[.]" and that it had "no clear discussion on [the protester's] technical and management approach as to how it will translate to the requirement in the RFQ." *Id.* While the agency observed that the quotation had "bullets and charts" demonstrating performance of the incumbent effort, it "did not speak in terms of what [the protester's] technical and management approach is for the new contract." *Id.*

The protester disputes the agency's conclusion that the protester's quotation was lacking in detail, pointing to aspects of the quotation that the protester contends detailed the protester's approach to meeting the SOW's requirements. Comments at 4-8. On our review of the record, however, the protester merely disagrees with the agency's reasonable evaluative judgment. For example, the record supports the agency's observation that large portions of the protester's quotation addressing technical capability and management approach consist of tables containing short, high-level descriptions of various matters such as the purposes of certain systems, protocols to meet service-level agreements, and risk mitigation measures. See AR, Tab 3, Protester Technical Quotation at 5-16. The protester also described its call processing methodology, for example, in a series of short bullet points, and a table discussing no-fail tasks is devoted, in part, to demonstrating the protester's record of performance of those tasks on the predecessor effort. See *id.* at 7-8. On this record, we cannot conclude that it was unreasonable for the agency to find that the protester's quotation was lacking in clarity and detail as to how the protester would approach satisfying the SOW's requirements. As we have stated, it is a vendor's responsibility to submit a

well-written quotation for the agency to evaluate, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably. *Alliance Networks, WLL*, B-422995, Dec. 31, 2024, at 4; see also *Council for Logistics Research, Inc.*, B-417974, Dec. 4, 2019, at 4-5 (“We have recognized that successful past performance as the incumbent contractor is not a substitute for an adequately written proposal addressing all of the solicitation’s requirements.”).

The agency assigned a third weakness for “a lack of discussion of a transition plan/approach to ensure transition of activities per the evaluation criteria[,]” finding that the protester’s quotation “spoke more in terms of offering no transition to a potential successor but instead continuing with work as the incumbent[,] which is a concern.” AR, Tab 5, TEG Consensus Report at 9. As the agency further has clarified, it assigned this weakness because the protester’s quotation “did not adequately address demonstrating its approach or plan related to transition in the event of a successor [c]ontractor.” COS at 11.

Thus, the record reflects that the agency assigned this weakness because the protester’s quotation did not address transition at the end of performance of the solicited effort. The parties dispute whether the RFQ’s evaluation criteria contemplated evaluation of a transition plan at the completion of performance, not just a plan for transition at the start of the solicited effort. See MOL at 8; Comments at 9-10. We need not reach that question, however. As the protester points out, see Comments at 10-11, cFocus’s quotation also did not address transition at the conclusion of performance, see *generally* AR, Tab 4, cFocus Technical Quotation. The agency did not assign a similar weakness to cFocus’s quotation under the technical capability and management approach factor. See AR, Tab 5, TEG Consensus Report at 16. The assignment of this weakness to the protester’s quotation therefore reflects unequal treatment of the quotations. As discussed further below, however, whether the appropriate corrective action for the erroneous assignment of this weakness is its removal from the evaluation of the protester’s quotation or the addition of a similar weakness to the evaluation of cFocus’s quotation, we conclude that the protester cannot demonstrate a reasonable probability of prejudice arising from the agency’s error in this regard.

Staffing Plan

The protester alleges that the agency’s evaluation of cFocus’s quotation under the staffing plan factor was unreasonable, challenging the strengths the agency assigned under that factor. Protest at 19-21; Comments at 11-13. The agency argues that it reasonably assigned strengths to cFocus’s quotation. MOL at 12.

The agency assigned five strengths and no weaknesses to cFocus’s quotation under the staffing plan factor, resulting in an adjectival rating of high confidence. AR, Tab 5, TEG Consensus Report at 16. By comparison, the agency assigned three strengths and no weaknesses to the protester’s quotation under this factor, also resulting in an adjectival rating of high confidence. *Id.* at 9. The protester argues that the agency unreasonably assigned all five of the strengths to cFocus’s quotation. Comments

at 11-13. We have reviewed all of the protester's challenges and conclude that none provides a basis to sustain the protest. We address two representative examples here.

The agency assigned a strength to cFocus's quotation for "offer[ing] a bench of operators and supervisors fluent in Spanish." AR, Tab 5, TEG Consensus Report at 16. The protester contends that this strength was unwarranted, arguing that cFocus's quotation states only that cFocus's staff includes two native Spanish speakers, and therefore the assignment of the strength was "unreasonable and a misinterpretation as cFocus did not offer a bench of Spanish speakers." Comments at 13. While the protester is correct that cFocus's quotation does state that cFocus's "staff includes [two] native Spanish speakers[.]" it further states that the staff "includes multiple native and fluent Spanish-speaking operators and supervisors[.]" AR, Tab 4, cFocus Technical Quotation at 7. Thus, the strength was not based solely, as the protester alleges, on the provision of two native Spanish-speaking individuals, but on the provision of multiple native and fluent Spanish-speaking staff members. The agency's assignment of this strength therefore is reasonably supported by the record.

The agency also assigned a strength to cFocus's quotation for identifying by name the individuals who will staff the effort, "including 19 current NIH Call Center personnel and 4 former NIH Call Center personnel, ensuring deep institutional knowledge and continuity of operations." AR, Tab 5, TEG Consensus Report at 16. The protester argues that this "is no [s]taffing [p]lan at all[.]" as "cFocus's plan was simply to steal [the protester's] employees[.]" Comments at 13. Contrary to the protester's characterization, cFocus's quotation did not state only a general intention to staff the requirement with incumbent personnel. Rather, cFocus named each individual employee, including both key and non-key personnel, who will perform the order and also provided signed letters of commitment from each of those individuals. See AR, Tab 4, cFocus Technical Quotation at 18-19 (naming individuals), 25-84 (résumés and signed letters of commitment). As the RFQ's evaluation criteria for this factor stated that the agency would evaluate, *inter alia*, "an appropriate mix and balance of education, certifications, experience[, and] training of staff," Amended RFQ at 40, it was not unreasonable for the agency to conclude that cFocus's express identification of current and former call center personnel that had performed the same or similar requirements for the agency merited a strength.⁸

As demonstrated by the foregoing examples, we conclude that the agency reasonably evaluated cFocus's quotation under the staffing plan factor. We therefore deny the protester's allegation that the agency improperly evaluated cFocus's quotation under that factor.

⁸ Moreover, as we have noted in the context of protests alleging material misrepresentations regarding the availability of personnel, it is neither unusual nor inherently improper for an awardee to recruit and hire personnel previously employed by an incumbent contractor. See, e.g., *Advanced Mgmt. Strategies Grp., Inc.*, B-423290, B-423290.2, Apr. 16, 2025, at 5 n.5.

Best-Value Determination

The protester contends that the agency's best-value determination was unreasonable because it was based upon a flawed evaluation of quotations. Protest at 30-32; Supp. Protest at 12-13; Comments at 17-18. To the extent that there are errors in the agency's evaluation, we conclude that the protester has not demonstrated that it was competitively prejudiced by them.

Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding competitive prejudice, and our Office will not sustain a protest, even if deficiencies in the procurement are found. *Credence Mgmt. Sols., LLC*, B-420408, B-420408.2, Mar. 18, 2022, at 11.

In making the best-value determination, the contracting officer noted that cFocus's quotation was technically superior to all other quotations. AR, Tab 6, Best Value Determination Memorandum at 1, 4. While the protester's quotation was ranked second in technical merit, its cost/price was higher than that submitted by cFocus. *Id.* at 1. Consequently, the contracting officer concluded that cFocus's quotation presented the best value to the agency. *Id.* at 4.

As noted above, the RFQ provided that the technical factors, when combined, were significantly more important than cost/price, indicating that the agency was willing to pay a premium for a technically superior solution. Thus, given the protester's higher cost/price as compared to cFocus's, to demonstrate prejudice arising from evaluation errors, the protester must show a reasonable possibility that correction of those errors would have resulted in the conclusion that its quotation was technically superior to that submitted by cFocus. The protester has not made such a showing here.

While, as discussed above, the agency unequally assigned a weakness to the protester's quotation under the technical capability and management approach factor with respect to the protester's transition plan, we conclude that correction of that error would not reasonably alter the agency's conclusion that cFocus's quotation was superior under that factor, which was the most important under the RFQ's weighting. The agency assigned four strengths and no weaknesses to cFocus's quotation, and three strengths and three weaknesses to the protester's quotation, under that factor. AR, Tab 5, TEG Consensus Report at 9, 16. Thus, whether a weakness is removed from the evaluation of the protester's quotation or added to cFocus's quotation, there is no reasonable possibility that the agency would have found the protester's quotation to be superior to cFocus's under that factor. As we conclude that the agency's evaluation otherwise was reasonable, the protester has not shown a reasonable possibility that correction of the agency's evaluation errors would have resulted in a determination that the protester's quotation was technically superior overall. Accordingly, the protester has not demonstrated that it was competitively prejudiced by the agency's errors.

The protest is denied.

Edda Emmanuelli Perez
General Counsel