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# Decision

**Matter of:** Solutions71, LLC

**File:** B-423671.2

**Date:** December 30, 2025

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W. Benjamin Phillips, III, Esq., Wiley Rein LLP; and John R. Prairie, Esq., Mayer Brown LLP, for the protester.

Edward Coleman, Esq., Colonel Justin A. Silverman, Hector M. Rivera-Hernandez, Esq., and Erika Whelan Retta, Esq., Department of the Air Force, for the agency. Emily R. O'Hara, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Protest challenging agency's investigation of awardee's alleged unfair competitive advantage is denied where there is no evidence that information gained by former federal employee during the course of federal employment would be competitively useful to awardee in preparing proposal for the current requirement.
  2. Protest challenging agency's investigation of awardee's alleged unequal access to information is denied where the record shows that access to non-public competitively useful acquisition information was not shared with awardee of the current requirement.
  3. Protest challenging agency's investigation of impaired objectivity organizational conflict of interest is sustained where agency did not meaningfully consider conflict created by award of task order to awardee when awardee's corporate affiliate holds a related contract that will require affiliate to provide recommendations and review awardee's work under the protested task order.
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## DECISION

Solutions71, LLC, a small business of Leesburg, Virginia, protests the issuance of a task order to DDC IT Services LLC, a small business of Scottsdale, Arizona, under Fair Opportunity Proposal Request (FOPR) No. FA8771-25-R-0004, issued by the Department of the Air Force, for sustainment support for an enterprise level geographic information system. The protester contends that the agency's investigation of the awardee's alleged organizational conflicts of interest was unreasonable.

We sustain the protest.

## BACKGROUND

On November 5, 2024, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the solicitation as a set-aside to 8(a) firms with indefinite-delivery, indefinite-quantity (IDIQ) contracts under the General Services Administration's (GSA) Streamlined Technology Acquisition Resources for Services (STARS) III governmentwide acquisition contract (GWAC) vehicle.<sup>1</sup> Agency Report (AR), Tab 28, FOPR at 1, 39.<sup>2</sup> The agency sought services to maintain its geospatial engineering operations mapping and analysis portal (GEOMAP).<sup>3</sup> *Id.* at 3. Specifically, the Air Force sought support necessary to maintain and enhance “the fielded baselines (software, technical, and online repositories), Help Desk Tier II, and III services, and Data Stewarding activities necessary to sustain the . . . GEOMAP application and its components.” *Id.* at 7.

The solicitation anticipated the issuance of a fixed-price task order comprising one base year and four 1-year options. *Id.* at 36. The FOPR identified three evaluation factors: experience, technical, and price. *Id.* at 39. With regard to the basis for award, the FOPR advised the following:

The Government's objective is to award to a contractor whose proposal submission rates Reasonably Priced, Exceptional in Experience and Substantial Confidence in Technical. If this objective is not obtained, the minimum standards of acceptability would be ratings of Reasonably Priced, Satisfactory in Experience and Satisfactory Confidence in Technical.<sup>4</sup>

*Id.* at 39.

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<sup>1</sup> 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.

<sup>2</sup> Citations to the record use the documents' Adobe PDF pagination.

<sup>3</sup> GEOMAP was formerly known as the “Air Force Geospatial Information Management System (AFGIMS).” Contracting Officer's Statement (COS) at 2 n.1.

<sup>4</sup> The evaluation factors, ratings, and basis for award are not relevant to Solutions71's protest. Consequently, we do not discuss further the solicitation's unique evaluation scheme and source selection methodology.

The FOPR was issued in two phases. The phase I FOPR was released to all STARS GWAC holders on November 5, 2024. AR, Tab 20, FOPR Phase I Letter at 1. On January 31, 2025, the agency issued the phase II FOPR to contract holders that had submitted a completed statement of interest form during phase I. *Id.* at 2. The agency received 10 proposals from offerors in response to phase II of the FOPR. AR, Tab 4, Fair Opportunity Decision Document (FODD) at 7; COS at 3. The Air Force determined that DDC IT had a reasonable price with ratings of exceptional under the experience factor and substantial confidence under the technical factor. AR, Tab 4, FODD at 12-13. On June 9, the Air Force notified Solutions71 that the task order had been issued to DDC IT in the amount of \$18,233,434. COS at 4; AR, Tab 4, FODD at 12.

Solutions71 filed a timely protest with our Office on June 25, 2025, contending that the Air Force's award to DDC IT was improper due to various conflicts of interest. AR, Tab 10, June 25 Protest at 3. In response to the protest, the contracting officer determined that an official organizational conflict of interest (OCI) investigation was necessary and requested that GAO dismiss the protest based on the agency's proposed corrective action.<sup>5</sup> AR, Tab 11, Notice of Corrective Action at 1. Accordingly, our Office dismissed the protest as academic. *Solutions71, LLC*, B-423671, July 15, 2025 (unpublished decision).

The contracting officer completed her OCI investigation on July 28, 2025, and determined that no OCIs existed. AR, Tab 13.0, OCI Investigation at 9. On August 4, the Air Force notified Solutions71 that the previous "award to DDC IT Services will stand based on the outcome of the OCI investigation," and on August 6, the contracting officer provided a written overview of the OCI investigation to Solutions71. AR, Tab 15; Notification of OCI Investigation Outcome; AR, Tab 16, OCI Investigation High-Level Overview. Solutions71 filed the instant protest with our Office on August 7.<sup>6</sup>

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<sup>5</sup> Specifically, the agency indicated that "the Air Force will investigate the potential OCIs related to this award, and document the findings of the investigation." AR, Tab 11, Notice of Corrective Action at 1. Based on the findings resulting from the investigation, the Air Force advised that it would "take appropriate further corrective action." AR, Tab 11, Notice of Corrective Action at 1.

<sup>6</sup> This protest is within our jurisdiction to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B); *Booz Allen Hamilton Eng'g Servs., LLC*, B-411065, May 1, 2015, 2015 CPD ¶ 138 at 6 n.12. While the task order here will be in support of a Department of Defense organization, the authority under which we exercise our task order jurisdiction is determined by the agency that awarded the underlying IDIQ task order contract, which in this instance is GSA. See *Wyle Labs., Inc.*, B-413989, Dec. 5, 2016, 2016 CPD ¶ 345 at 4.

## DISCUSSION

The protester alleges that the awardee has multiple OCIs, and that the Air Force's investigation of those OCIs was unreasonable. Protest at 10-19. Specifically, the protester argues that DDC IT's parent company's hiring of former agency employees resulted in an unfair competitive advantage when DDC IT submitted its proposal for the current requirement. *Id.* at 10-15. Additionally, Solutions71 argues that the awardee's corporate affiliate's work as a contractor that supports GEOMAP functions created unequal access to information and impaired objectivity OCIs. *Id.* at 15-19. The agency responds that it conducted a reasonable OCI investigation and found no conflicts. Memorandum of Law (MOL) at 7, 16.

For the reasons discussed below, we deny the protester's allegations of unfair competitive advantage and unequal access to information OCIs. We find, however, that the agency failed to reasonably investigate the potential impaired objectivity OCI with regard to the awardee and its corporate affiliate's performance on a contract that supports the GEOMAP functions requested under the solicitation, and we sustain the protest on that basis.

### Corporate Structure

As a preliminary matter, we explain the relationships between the firms in this protest. The awardee, DDC IT, is a wholly owned subsidiary of Diné Development Corporation (DDC). AR, Tab 13.9, DDC IT OCI Investigation Resp. at 3. DDC is owned by the Navajo Nation and manages "a family of subsidiaries . . . operating across distinct market sectors, including but not limited to Information Technology, Professional Services, Environmental, and Construction." *Id.* The company, Diné Source, is also owned by DDC, with both DDC IT and Diné Source organized as independent limited liability companies with their own corporate leadership. *Id.* Although each subsidiary of DDC maintains operational autonomy, "DDC provides governance and enterprise-level shared services" to its subsidiaries "to support efficiency, compliance, and scalability." *Id.* For example, the subsidiaries can leverage enterprise resources through DDC's "Shared Services Center," and they can request intercompany collaboration to support specific proposal efforts. *Id.* at 4.

### Unfair Competitive Advantage

The protester first argues that the agency unreasonably failed to investigate whether DDC's employment of two former government employees gave DDC IT an unfair competitive advantage when DDC IT prepared its proposal for the GEOMAP sustainment procurement. Protest at 10. For example, Solutions71 contends that one former government employee, who we refer to as Ms. X, had access to Solutions71's proprietary information when working for the Air Force, which, the protester alleges, could have been competitively useful to DDC IT when preparing a solution for the current GEOMAP requirement. *Id.* at 12-14.

Contracting agencies are to avoid even the appearance of impropriety in conducting government procurements. FAR 3.101-1; *Science Applications Int'l Corp.*, B-419961.3, B-419961.4, Feb. 10, 2022, 2022 CPD ¶ 59 at 6. Where a firm may have gained an unfair competitive advantage through its hiring of a former government employee, the firm can be disqualified from a competition based on the appearance of impropriety that results. *Id.* This is true even if no actual impropriety can be shown, so long as the determination of an unfair competitive advantage is based on hard facts and not mere innuendo or suspicion. *Skyward IT Sols., LLC*, B-421105.2, Apr. 27, 2023, 2023 CPD ¶ 108 at 6. A person's familiarity with the type of work required, resulting from the person's prior position in the government, however, is not, by itself, evidence of an unfair competitive advantage. *Id.*

In determining whether an offeror obtained an unfair competitive advantage by hiring a former government employee with knowledge of non-public information, our Office has considered a variety of factors, including whether the non-public information was in fact available to the firm, whether the non-public information was proprietary information, and whether the non-public information was competitively useful. *Sigmatech, Inc.*, B-415028.3, B-415028.4, Sept. 11, 2018, 2018 CPD ¶ 336 at 9. Whether the appearance of impropriety based on an alleged unfair competitive advantage exists depends on the circumstances in each case, and, ultimately, the responsibility for determining whether to continue to allow an offeror to compete in the face of such an alleged impropriety is a matter for the contracting agency, which will not be disturbed unless it is shown to be unreasonable. *Unisys Corp.*, B-403054.2, Feb. 8, 2011, 2011 CPD ¶ 61 at 5.

The record reflects, while employed with the Air Force, Ms. X served as the HIBD lead engineer as well as the business enterprise systems (BES) agile transformation lead.<sup>7</sup> In these roles, she oversaw a multitude of BES programs and provided high-level engineering advice across BES program offices upon request. AR, Tab 13.0, OCI Investigation at 4. In her BES lead engineer role, she consulted with the GEOMAP team regarding cloud migration efforts. AR, Tab 13.4, Technical Evaluation Team (TET) Member 2 Declaration at 1. Ms. X officially left the agency on June 24, 2022, to

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<sup>7</sup> The Air Force Life Cycle Management Center (AFLCMC/HIBD) is the program management office responsible for the enterprise installation geospatial information and services system and has the overall responsibility for civil engineering (CE) system(s) acquisition development, and sustainment. The enterprise installation geospatial information and services system acquisition/system, sustainment program manager is located within the Business and Enterprise Systems Directorate (AFPEO BES). MOL at 5 n.1. HIBD is a former Air Force organizational designation that is no longer in use, but it was "the correct Air Force organizational designation during the period referenced in the record." Agency Resp. to HIBD Acronym Definition at 1. HI stands for "Hanscom-Information (former office symbol, now designated as GB for Gunter-Business)," and BD represents the "specific civil engineering division within the larger HI organizational structure." *Id.*

begin a new position at a private corporation as a software architect. AR, Tab 13.9, DDC IT OCI Investigation Resp at 8. In September of 2024, DDC--the parent company of DDC IT--hired Ms. X as the director of business development. *Id.* In her statement for the OCI investigation, Ms. X confirms that she did participate in the preparation of DDC IT's proposal for the current GEOMAP sustainment requirement as a technical writer and reviewer. *Id.* at 9. However, Ms. X declared that she did not recall reviewing, receiving, or having access to any non-public information related to the GEOMAP program when employed by the Air Force. *Id.* at 8.

The protester argues that Ms. X had access to the protester's proprietary information while employed with the agency. Protest at 13. Solutions71 was the awardee of a previous GEOMAP cloud migration contract (FA8771-19-C-0009) from 2019 to 2024. AR, Tab 13.0, OCI Investigation at 2. In June of 2022, the Air Force issued a change request to Solutions71, seeking to modify the FA8771-19-C-0009 contract, with an effective date of September 1, 2022, to August 31, 2024. *Id.* According to the protester, it was during this timeframe that Solutions71 sent its proposal for the change request to Ms. X, which included the protester's technical approach and detailed pricing for the GEOMAP migration requirement.<sup>8</sup> Protest at 13; see Protest, exh. 7, Email to Ms. X at 306.

During the OCI investigation, Ms. X claimed that "[d]ue to the time that has passed, I do not recall participating in, reviewing, or advising on any procurement-specific discussions regarding the Solutions71 cloud migration." AR, Tab 13.9, DDC IT OCI Investigation Resp. at 8. Ms. X also noted that between May 26, 2022, and her last day with the Air Force on June 24, 2022, she only worked approximately eight days. *Id.* While there is some discrepancy regarding whether Ms. X actually read Solutions71's change request proposal, the record does show that Solutions71 sent its change request proposal to Ms. X's official government email address on June 18, 2022, before Ms. X ended her employment with the Air Force. AR, Tab 13.2, Email to Ms. X at 1. Thus, the possibility exists that Ms. X reviewed Solution71's revised proposal before she left the agency on June 24. Further, the record shows that Ms. X aided in the preparation of Solutions71's competitor's--DDC IT's-- proposal for the current solicitation. AR, Tab 13.9, DDC IT OCI Investigation Resp. at 9.

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<sup>8</sup> The Air Force explains that after modifying Solutions71's GEOMAP cloud migration contract, the agency began reviewing its future needs. The Air Force contemplated whether it should issue a 1-year contract to complete its GEOMAP cloud migration effort or seek proposals for a 5-year contract to complete migration and provide sustainment for the GEOMAP system. AR, Tab 13.0, OCI Investigation at 2. The agency approved the 1-year migration plan and made a direct award to Solutions71 for a contract spanning from September 2024 to August 2025 to finish the cloud migration efforts. *Id.* The Air Force then sought to procure GEOMAP sustainment services from September 2025 to August 2030, which is the requirement at issue here. *Id.*

Despite Ms. X's admitted aid in DDC IT's proposal preparation and her potential access to Solutions71's 2022 change request proposal, we find that the Air Force reasonably concluded that there was no unfair competitive advantage in this procurement because any information found in Solutions71's 2022 proposal for the GEOMAP migration effort would not be competitively useful to DDC IT in preparing its proposal for the GEOMAP sustainment services at issue in this current requirement.<sup>9</sup>

### Technical Requirements

As the Air Force noted in its investigation, the requirement here--for GEOMAP sustainment services--is different than the requirement associated with Solution71's proposal in response to the agency's change request for the FA8771-19-C-0009 GEOMAP cloud migration contract. AR, Tab 13.0, OCI Investigation at 5. Thus, Solution71's technical solution responding to the change request, including its proposed roadmap to cloud migration, was not relevant to the technical requirements of the current procurement. *Id.* For example, one TET member noted that the protester's 2022 migration roadmap "was not followed, and our end state system is much different than what is proposed [by Solutions71]." AR, Tab 13.5, TET Member 3 Declaration at 2. Overall, the agency noted in its investigation report that "the current sustainment work to be accomplished in the cloud is much less technical and the current system architecture was provided to all the vendors in the current acquisition." AR, Tab 13.0, OCI Investigation at 5. Based on our review of the record, we find reasonable the agency's conclusion that Solutions71's technical approach to cloud migration activities would not be competitively useful in a procurement that required sustainment activities.<sup>10</sup> See *Science Applications, supra* at 11, 13 (finding reasonable agency's

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<sup>9</sup> While we do not directly address the protester's allegations regarding the other former government employee (who we refer to as Mr. Y) hired by the awardee's parent company, DDC, we have reviewed the record, and we similarly find reasonable the agency's determination that the employment of Mr. Y did not provide DDC IT with an unfair competitive advantage. See AR, Tab 13.0, OCI Investigation at 3-4.

<sup>10</sup> Despite the differences in requirements of the cloud migration contract and the current GEOMAP sustainment contract, the protester argues that the information in Solution71's 2022 technical proposal is still competitively useful. For example, Solutions71 argues that its technical approach to agile software development is an underlying approach that Solutions71 and competitors could use in sustainment activities as well. Comments at 11.

A review of the record shows, however, that Solutions71's integration of its agile methodology--found in its 2022 change request proposal--was directly related to the specific tasks required in that contract, *i.e.*, cloud migration. The protester's 2022 proposal highlighted specific methods and team arrangements that responded directly to the need to perform the FA8771-19-C-0009 contract's original tasks, which included the additional cloud migration tasks. See Protest, exh. 7, Protester 2022 Proposal at 316. Further, the proposal focused on the agile methodology in relation to cloud

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conclusion that information was not competitively useful where the requirement had changed significantly).

### Labor Rates

The protester also argues that access to Solution71's 2022 change request pricing would give the awardee an unfair competitive advantage for the current requirement. Protest at 14 ("Ms. [X]'s access to Solutions71's direct labor rates for multiple relevant positions, indirect pricing strategy, and fee was plainly competitively useful."). As part of its OCI investigation, the agency performed a price analysis review of Solutions71's 2022 proposed prices and the proposed prices for the GEOMAP sustainment requirement to determine whether 2022 pricing would be competitively useful when preparing proposals for the current GEOMAP procurement. The price analyst concluded:

The price proposal for a change order on the AFGIMS contract in 2022 was for a modification to add a cloud migration support CLIN [contract line item number] to the existing sustainment contract in order to facilitate migration of the AFGIMS application to the cloud. As such the labor categories proposed by the incumbent vendor on that contract were for cloud migration efforts. Cloud migration effort is tantamount to software development and software engineering, the labor effort required entails preparation, refactoring, and converting/migrating an application from servers to the cloud. As such the labor categories proposed in this change order include Cloud Architect, Software Developer (Cloud), Cloud Engineer, etc. The fully burdened hourly labor rates for those three categories ranged from \$[DELETED] - \$[DELETED] in 2022 dollars (average rate \$[DELETED]/hour).

Conversely, the GEOMAP acquisition contract was for sustainment of the GEOMAP application that was already migrated to the cloud.

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migration tasks, such as migration planning, migration execution, and decommissioning of old applications. *Id.* at 316-320.

On the other hand, the GEOMAP sustainment requirement here does not require that cloud migration tasks be performed. FOPR at 29 ("The AFGIMS cloud migration to GEOMAP is anticipated to be completed 30 June 2025 before the start of this contract."). Accordingly, we find no basis to object to the agency's conclusion that the 2022 proposal's technical approach provided no competitive advantage to offerors proposing technical solutions for the GEOMAP sustainment requirement. *McKissack-URS Partners, JV*, B-406489.7, Jan. 9, 2013, 2013 CPD ¶ 25 at 6 (finding no competitive advantage where structure of current requirement differed significantly from structure of prior requirement).



Sustainment activities of a software application, regardless of whether it is located in the cloud or on servers not in the cloud, are whole scale simpler in nature and require a lower skilled labor category than the effort it takes to migrate an existing application to the cloud in the first place. Therefore, the labor categories across all nine eligible vendors on this GEOMAP acquisition do not include cloud architect, cloud software developers, or Cloud engineers. Rather, across all vendors, the most common recurring category is Computer Systems Engineer Architect, Database Administrator, Software Quality Assurance Engineer, Computer User Support Specialist, Document Management Specialist, etc. The average labor rate for the Computer Systems Engineer Architect labor category across all vendors was around \$120/hour. This is way less than the average of \$[DELETED]/hour for the cloud migration labor categories, and this would be expected, again since the effort to sustain an app in the cloud is less than migrating.

AR, Tab 13.7, Price Analyst Declaration at 1.

The contracting officer concurred with the price analysis review, and she determined that any offeror's potential access to Solutions71's 2022 pricing would not result in an unfair competitive advantage, since the labor categories and rates required for the two requirements were "vastly different." *Id.* Based on this record, we have no reason to object to the agency's conclusions and agree that the information obtained from the protester's 2022 proposal would not be competitively advantageous for the current sustainment requirement here. *See Unisys Corp., supra* at 5-7 (finding pricing information was not competitively useful where labor categories and rates for the two requirements were substantially different).

In conclusion, we find that any access Ms. X had to Solutions71 proposal for a modification to a previous contract was not competitively useful. GAO affords substantial deference to an agency's findings, and we will not substitute our judgment for the agency's when the agency's conclusions are reasonable. *Skyward IT Sols., supra* at 8. Solutions71's disagreement with the agency's findings about the competitive usefulness of information, without more, cannot displace the agency's reasonable judgment that DDC IT did not have an unfair competitive advantage. *Science Applications, supra* at 13. We therefore find no basis on which to sustain this protest ground.

#### Unequal Access to Information OCI

The protester next argues that the awardee's affiliate, Diné Source, had access to non-public competitively useful information that would have given DDC IT an advantage in the competition. In this regard, the protester alleges that Diné Source performs work supporting GEOMAP sustainment activities. Protest at 15 ("One of DDC's corporate affiliates, Diné Source . . . currently serves as the support services contractor for the AFLCMC BES Directorate, Civil Engineer Product Line PMO [Project Management

Office].”). In this regard, Solutions71 alleges that Diné Source employees had access to non-public, competitively useful acquisition information about the GEOMAP requirement that benefited DDC IT in writing its proposal. *Id.* at 17. We disagree.

The FAR requires a contracting officer to “[a]void, neutralize, or mitigate significant potential conflicts before contract award,” so as to prevent the existence of conflicting roles that might impair a contractor’s objectivity or provide an unfair competitive advantage. FAR 9.504(a)(2); *Lynchval Sys. Worldwide, Inc.*, B-420295.4, Apr. 26, 2022, 2022 CPD ¶ 103 at 6. Contracting officers must exercise “common sense, good judgment, and sound discretion” in assessing whether a potential conflict exists and in developing appropriate ways to resolve it; the primary responsibility for determining whether a conflict is likely to arise, and the resulting appropriate action, rests with the contracting agency. FAR 9.505; *Alliant Techsystems, Inc.*, B-410036, Oct. 14, 2014, 2014 CPD ¶ 324 at 4.

The situations in which OCIs arise, as described in FAR subpart 9.5 and decisions of our Office, can be broadly categorized into three groups: biased ground rules, unequal access to information, and impaired objectivity. *Systems Made Simple, Inc.*, B-412948.2, July 20, 2016, 2016 CPD ¶ 207 at 6. As relevant here, an unequal access to information OCI arises where a firm has access to non-public information as part of its performance of a government contract, and where that information may provide the firm with an unfair competitive advantage in a later competition for a government contract. FAR 9.505(b); *Navitas Clinical Rsch., Inc.*, B-422142.3, B-422142.4, July 10, 2024, 2024 CPD ¶ 163 at 8. The concern regarding this category of OCI is that a firm may gain a competitive advantage based on its possession of proprietary information furnished by the government or source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. See FAR 9.505(b); *Lynchval Sys. Worldwide, Inc.*, *supra* at 10.

We review the reasonableness of a contracting officer’s OCI investigation, and, where an agency has given meaningful consideration to whether a significant conflict of interest exists, we will not substitute our judgment for the agency’s, absent clear evidence that the agency’s conclusion is unreasonable. *Systems Made Simple, Inc.*, *supra* at 7. In this regard, the identification of conflicts of interest is a fact-specific inquiry that requires the exercise of considerable discretion. *Id.* A protester must identify “hard facts” that indicate the existence or potential existence of a conflict; mere inference or suspicion of an actual or potential conflict is not enough. *Lynchval Sys. Worldwide, Inc.*, *supra* at 7.

Diné Source presently holds a contract for AFLCMC Civil Engineering (CE) Systems Capability Delivery Team (CDT) support. AR, Tab 23, Diné Source Contract at 10. The period of performance extends from April 2022 to April 2027. *Id.* According to the agency, the “Dine Source contract brings together personnel with specific skill sets which can supplement the various Civil Engineering government teams,” such as the

GEOMAP team, when required. COS at 10-11; AR, Tab 22, Team Support Overview at 5; AR, Tab 23, Diné Source Contract at 3.

The record here shows that Diné Source contractors did, in fact, support the GEOMAP program and participate in discussions about the current GEOMAP sustainment requirement in the early acquisition stage. For example, when the Air Force interviewed TET members as part of the OCI investigation, one of those members stated that Diné Source contractors attended daily and weekly meetings regarding the GEOMAP program and could be aware of “technical blocks” that the program faced. AR, Tab 13.4, TET Member 2 Declaration at 1. The TET member also stated that a Diné Source contractor did provide input on requirements for the current GEOMAP sustainment procurement at issue here, including “what type of experience/certifications were needed.” *Id.*

Based on this record, there is the possibility that Diné Source contractors had access to non-public information that could be useful to offerors competing for the GEOMAP sustainment contract. While the agency’s OCI investigation did note that Diné Source contractors were not involved in the crafting of the final GEOMAP sustainment solicitation--nor did the contractors have access to any proposal information--neither the agency’s investigation, nor the agency report responding to the protest, shows that the agency considered if, or how, having knowledge of the program’s technical difficulties, or advanced knowledge of the certifications needed for the current GEOMAP requirement, could give offerors a competitive advantage in preparing their proposals for the GEOMAP sustainment requirement. AR, Tab 13.0, OCI Investigation at 6.

Despite Diné Source employees’ potential access to non-public, competitively useful information, we find nothing in the record--and the protester presents no hard facts--to demonstrate that Diné Source employees ever shared this information with those involved in the preparation of DDC IT’s proposal. Generally, in the context of an unequal access to information OCI, our decisions explain that the protester need not demonstrate prejudice by establishing that the awardee’s access to competitively useful nonpublic information provided an actual advantage; prejudice is presumed. *C2C Innovative Sols., Inc.*, B-416289, B-416289.2, July 30, 2018, 2018 CPD ¶ 269 at 10; *Dell Servs. Fed. Gov’t, Inc.*, B-414461.3 *et al.*, June 19, 2018, 2018 CPD ¶ 213 at 7. That presumption of prejudice is rebuttable, however, where hard facts demonstrating the existence or potential existence of an OCI are absent. *Dell Servs. Fed. Gov’t, Inc.*, *supra* at 7 n.8. For example, hard facts showing the possibility of an OCI may not exist where the record shows that individuals having access to non-public, competitively useful information do not work for the firm preparing the proposal. *Id.*

Here, as part of the agency’s OCI investigation, DDC IT submitted a written statement indicating that no Diné Source employees helped prepare DDC IT’s proposal for the current requirement. AR, Tab 13.9, DDC IT OCI Investigation Resp. at 7 (“DDC ITS confirms there were no interactions or involvement between Diné Source employees and the DDC ITS proposal team. Diné Source employees did not communicate, collaborate, or exchange information with the DDC ITS proposal team as related to

GEOMAP proposal development.”). As such, hard facts demonstrating the existence or potential existence of an OCI are absent, as the record shows that Diné Source employees--who may have had access to non-public competitively useful information--did not work for, nor participate with, DDC IT in preparing DDC IT’s proposal. Thus, we have no basis to object to the contracting officer’s determination that there was no unequal access to information OCI because there is no evidence that DDC IT itself had access to information that Diné Source may have gained in fulfilling Dine Source’s support services contract. *Archimedes Glob., Inc.*, B-415886.2, June 1, 2018, 2018 CPD ¶ 179 at 6-7 (finding agency’s OCI determination unreasonable where there was no evidence that individuals having access to non-public, competitively useful information actually participated in preparation of protester’s proposal.). As such, this allegation is denied.

#### Impaired Objectivity OCI

The protester also argues that, in performing its AFLCMC contract, Diné Source may oversee DDC IT’s GEOMAP sustainment activities, which could cause an impaired objectivity OCI. Protest at 18. The protester alleges that Diné Source provides “direct oversight of the work performed under the GEOMAP program, including quality and control and testing of deliverables prepared by the GEOMAP contractor. Accordingly, as a result of the award to DDC [IT], Diné Source will be placed in the position of overseeing and evaluating its own corporate affiliate’s work.” *Id.* Additionally, Solutions71 contends that the Air Force’s OCI investigation failed to sufficiently determine whether Diné Source’s review of DDC IT’s performance could result in Diné Source’s advice to the government being tainted by conflicting interests. *Id.*

An impaired objectivity OCI arises where a firm’s ability to render impartial advice to the government would be undermined by the firm’s competing interests. FAR 9.505(a); *DirectViz Sols., LLC*, B-423366 *et al.*, June 11, 2025, 2025 CPD ¶ 137 at 8. Our Office has sustained protests where the agency did not meaningfully consider potential OCIs arising from the award of a contract that, although they did not require the awardee to directly evaluate itself, would require the overseeing of work being performed by related firms, which could threaten the contractor’s ability to impart impartial assistance or advice to the government. *E.g., Inquiries, Inc.*, B-417415.2, Dec. 30, 2019, 2020 CPD ¶ 54 at 9 (finding impaired objectivity OCI where agency did not consider whether proposed subcontractor’s performance on different support contract could influence awardee’s work on current contract); *C2C Innovative Sols., Inc., supra* at 8-10 (finding impaired objectivity OCI where agency did not consider whether corporate affiliate’s performance of overarching IDIQ contract, which could include overseeing awardee’s performance on current contract, would result in the rendering of impartial advice to agency).

Here, the solicitation requires the awardee to perform “software and technical refresh activities” in support of the GEOMAP “application and its components.” FOPR at 7. That is, DDC IT is responsible for “the maintenance, sustainment, security, configuration, fielding, deployment, and operational support of the existing GEOMAP

solution.” *Id.* To do this, DDC IT, in part, “ensure[s] software code quality via maintenance and reduction of existing change requests.” *Id.* For example, DDC IT is required to provide source code updates, ensure the codebase is devoid of any vulnerable or outdated software elements, and “prepare technical assessments and engineering analyses to identify, recommend, and implement resolutions of system, design, or performance deficiency solutions.” *Id.* at 12; *id.* at 10.

As is noted above, under its AFLCMC contract, Diné Source supports GEOMAP sustainment activities. AR, Tab 23, Diné Source Contract at 3; AR, Tab 22, Team Support Overview at 5; AR, Tab 13, OCI Investigation at 6 (acknowledging that Diné Source personnel review and test DDC IT code). In the performance of that contract, Diné Source is required “to ensure CE Systems continues to provide optimum Information Technology (IT) support to the Air Force civil engineering community.” AR, Tab 23.4, AFLCMC Performance Work Statement (PWS) at 1. This civil engineering community includes the AFGIMS, which is currently known as the GEOMAP program. *Id.* at 2. Therefore, Diné Source is required to support the GEOMAP program “by providing technical consultation regarding the implementation of GIS [Geographic Information System].” *Id.* at 3. Specific support for the program includes, but is not limited to:

**3.5.3** Analyze and track the impact of implemented initiatives and recommend adjustments for further improvements based on those findings.

\* \* \* \* \*

**3.5.6** Install and test enterprise GIS applications within development, test, and pre-production environments.

\* \* \* \* \*

**3.5.10** Develop technical support documents to include, but not limited to: Technical Manuals, Application and/or Tool User Manuals, Training Documents, and Service Guides to be followed by field users to leverage program capabilities.

*Id.* at 4.

During its OCI Investigation, the Air Force focused solely on Diné Source’s review and testing of the code DDC IT writes to maintain the GEOMAP application. AR, Tab 13.0, OCI Investigation at 6. The agency found that in testing DDC IT’s code, Diné Source compares the code to “standard parameters,” and the code is then tested by an independent organization before being released into the production environment. *Id.*; see AR, Tab 13.5, TET Member 3 Declaration at 2 (“When [Diné Source’s] tester states [DDC IT’s] code is acceptable it goes to the LTDO (Lead Development Test Organization) which is government, for final acceptance.”). The Air Force also indicates

that the agency has final approval over the code. AR, Tab 13.4, TET Member 2 Declaration at 2 (“The PM [project manager] and customer are the final acceptor.”). Due to the government’s final approval of DDC IT’s code, the agency concludes that “there are proper safeguards to protect the Government’s interest already in place and would not create an OCI.” AR, Tab 13.0, OCI Investigation at 6.

We find the narrowly-focused inquiry and conclusory statements insufficient to show that the agency gave meaningful consideration to the risks of an impaired objectivity OCI. The fact that the agency retains final approval or decision-making authority does not resolve the risk that a firm’s ability to provide objective advice might be impaired by its self-interest. *DirectViz Sols., LLC, supra* at 13. Rather, the FAR requires the agency to consider whether a contractor’s advice to the government might be tainted by conflicting interests or obligations. *Inquiries, Inc., supra* at 8. Where, for example, an agency relies on the fact that the contractor might be only “participating” in certain activities, as opposed to having final responsibility for those efforts, we found that this did not excuse the agency from considering whether the awardee might have an impaired objectivity OCI. See *Booz Allen Hamilton, Inc.--Costs*, B-414822.4, May 7, 2018, 2018 CPD ¶ 183 at 8.

On this record, we find that the Air Force did not meaningfully consider whether Diné Source’s performance under its AFLCMC contract—including its ability to provide recommendations and review work on the GEOMAP program, which is maintained by its corporate affiliate, DDC IT—would impair Diné Source’s ability to provide objective and unbiased advice and services to the agency. There is no evidence that the Air Force thoroughly reviewed Diné Source’s responsibilities under the AFLCMC contract or considered how those responsibilities related to the GEOMAP sustainment requirement here. Although the agency recognized that Diné Source employees may review DDC IT code, the contracting officer failed to consider the full scope of the AFLCMC PWS provisions that require Diné Source to provide input on the GEOMAP program, which could impact the performance of its corporate affiliate. See *DirectViz Sols., LLC, supra* at 12-13 (finding agency’s failure to analyze specific PWS provisions unreasonable where protester alleged impaired objectivity OCI). Without reviewing the full breadth of Diné Source’s responsibilities to support the GEOMAP program under the AFLCMC contract, it is not discernable whether such support could influence DDC IT’s performance or impair Diné Source’s ability to render objective advice to the agency.

For example, under the AFLCMC contract, Diné Source is required to support the GEOMAP program by providing technical support and “track[ing] the impact of implemented initiatives and recommend[ing] adjustments for further improvements based on those findings.” AR, Tab 23.4, AFLCMC PWS at 4. The agency’s investigation did not address whether or how such recommendations, including recommendations in adjusting GEOMAP sustainment activities, could influence the work being performed by Diné Source’s corporate affiliate, DDC IT. *MANDEx, Inc., B-421664 et al.*, Aug. 16, 2023, 2023 CPD ¶ 201 at 12 (finding impaired objectivity OCI where PWS advising and resource allocation requirements of IDIQ contract could allow

contractor to influence support tasks performed by awardee under task order, and agency's OCI determination did not address those issues).

A review of the AFLCMC contract reveals it is possible that Diné Source could potentially recommend adjustments that may impact DDC IT's performance, and thus, influence the self-interests of both corporate affiliates. *E.g.*, AR, Tab 23.3, AFLCMC Contract at 13 (requiring Diné Source to "[a]nalyze and track the impact of implemented [geospatial] initiatives and recommend adjustments for further improvements"); see *Steel Point Sols., LLC*, B-419709, B-419709.2, July 7, 2021, 2021 CPD ¶ 254 at 6. Ultimately, the agency's investigation was cursory with regards to the potential impaired objectivity OCI. We do not find that the agency gave meaningful consideration to whether a significant conflict exists, because the Air Force's findings and determinations do not address the breadth of Diné Source's responsibilities under its AFLCMC contract, or the breadth of influence Diné Source could exact on GEOMAP sustainment activities that DDC IT performs. We, therefore, have no basis to conclude that the OCI investigation was reasonable or sufficient in this regard. *DirectViz Sols., LLC*, *supra* at 14.

## CONCLUSION AND RECOMMENDATION

For the reasons discussed above, we conclude that the agency's impaired objectivity OCI investigation was unreasonable, and we sustain the protest on that basis. Where, as here, it has been determined that a potential OCI exists, the protester is not required to demonstrate prejudice; rather, harm from the conflict is presumed to occur. *MANDEX, Inc.*, *supra* at 16.

We recommend the Air Force investigate and meaningfully consider whether DDC IT's performance under the GEOMAP sustainment contract--while Diné Source, the awardee's corporate affiliate holds the AFLCMC contract--presents an impaired objectivity OCI, taking into consideration the scope of any tasks for which Diné Source is responsible. Should the agency conclude that there is an impaired objectivity OCI, we recommend the agency either (1) determine what actions would be appropriate to avoid, neutralize, or mitigate any identified OCI, or (2) determine that a waiver of the identified OCI would be appropriate. Alternatively, should the agency conclude that there is no impaired objectivity OCI, as defined by FAR section 9.505(a), the agency should document the basis for that conclusion.

Finally, we recommend that the protester be reimbursed its costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.8(d)(1). The protester should submit its certified claim, detailing the time expended and costs incurred, directly

to the contracting agency within 60 days of receiving this decision. 4 C.F.R.  
§ 21.8(f)(1).

The protest is sustained.

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