



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. The entire decision has been approved for public release.

Decision

Matter of: Solutions71, LLC--Reconsideration

File: B-423671.3

Date: February 25, 2026

John R. Prairie, Esq., Mayer Brown LLP, for the requester.
Colonel Justin A. Silverman, Hector M. Rivera-Hernandez, Esq., and Edward Coleman, Esq., Department of the Air Force, for the agency.
Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration is denied where the requester has not shown that our prior decision contained an error of fact or law warranting reversal or modification.

DECISION

Solutions71, LLC, a small business of Leesburg, Virginia, requests reconsideration of our decision in *Solutions71, LLC*, B-423671.2, Dec. 30, 2025, in which we sustained its protest of the issuance of a task order to DDC IT Services LLC, a small business of Scottsdale, Arizona, by the Department of the Air Force, under fair opportunity proposal request (FOPR) No. FA8771-25-R-0004, for sustainment support for the agency's enterprise level geographic information system. Although we sustained the protest, we denied Solutions71's allegation that the awardee had an unfair competitive advantage, and the requester argues that this aspect of our decision contains an error of fact and law.

We deny the request for reconsideration.

BACKGROUND

On November 5, 2024, pursuant to the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the agency issued the FOPR under the General Services Administration's 8(a) Streamlined Technology Acquisition Resources for Services

(STARS) III governmentwide acquisition contract.¹ Agency Report (AR), Tab 28, FOPR at 1.² The agency sought “support necessary to maintain/enhance the fielded baselines (software, technical, and online repositories), Help Desk Tier II, and III services, and Data Stewarding activities necessary to sustain the Geospatial Engineering Operations Mapping and Analysis Portal (GEOMAP) application and its components.” *Id.* at 7.

Following the submission and evaluation of proposals, the agency selected DDC IT’s proposal for award, and on June 9, 2025, the Air Force notified Solutions71 of its source selection decision. Contracting Officer’s Statement (COS) at 4; AR, Tab 4, Fair Opportunity Decision Document (FODD) at 12. Solutions71 filed a timely protest with our Office on June 25, contending that the Air Force’s award to DDC IT was improper due to various conflicts of interest. AR, Tab 10, Prior Protest Pleading, B-423671, June 25, 2025, at 3. In response to the protest, the contracting officer determined that an organizational conflict of interest (OCI) investigation was necessary and requested that GAO dismiss the protest based on the agency’s proposed corrective action. 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).

After the contracting officer completed the OCI investigation and determined that no OCIs existed, the Air Force notified Solutions71 that the previous “award to DDC IT Services will stand based on the outcome of the OCI investigation.” AR, Tab 15; Notification of OCI Investigation Outcome.

On August 7, Solutions71 filed the underlying protest with our Office, arguing DDC IT had multiple OCIs, and contending that the Air Force’s investigation of those OCIs was unreasonable. Protest at 10-19. Relevant here, Solutions71 alleged that DDC IT obtained an unfair competitive advantage through its parent company’s employment of a former agency employee, referred to in our decision as Ms. X. Protest at 11-12; Comments at 12. Solutions71’s allegations hinged on the fact that in the final days of Ms. X’s Air Force employment in June 2022, Ms. X had access to a change request proposal with detailed pricing information that Solutions71 submitted in connection with a prior GEOMAP contract. AR, Tab 13.0, OCI Investigation at 4-5; COS at 8; Protest, exh. 7, Change Proposal at 306, 327.

¹ The 8(a) STARS contract is a multiple-award, indefinite-delivery, indefinite-quantity governmentwide acquisition contract set aside for section 8(a) small disadvantaged business concerns. 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 of such contracts by awarding subcontracts to socially and economically disadvantaged small business concerns. FAR 19.800.

² Unless otherwise noted, citations to the record use the Bates numbers that the agency assigned to each document.

The Air Force investigated Solutions71's allegations and concluded that to the extent Ms. X accessed the change request proposal in June 2022 and remembered the contents of it when she participated in DDC IT's preparation of its proposal in early 2025, the information would not have been competitively useful. AR, Tab 13.0, OCI Investigation at 8-9; COS at 8-9; Memorandum of Law (MOL) at 11-12. The Air Force conducted a price analysis review as part of its OCI investigation and determined that the nature of the work sought under the FOPR was "vastly different" from the work contemplated in the change request proposal, including the labor categories and rates required, and would therefore not provide a competitive advantage in the procurement. AR, Tab 13.0, OCI Investigation at 5.

On December 30, we issued our decision, *Solutions71, LLC*, B-423671.2, *supra*, sustaining one of the protester's allegations--specifically, that the agency failed to reasonably investigate a 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. *Solutions71, LLC*, B-423671.2, *supra* at 4. However, we denied the protester's other protest grounds, including the allegation of unfair competitive advantage. *Id.* In denying the protest allegation, we noted that our Office affords substantial deference to an agency's findings and stated: "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." *Id.* at 9.

This request for reconsideration followed.

DISCUSSION

Solutions71 argues that in denying its unfair competitive advantage protest ground, our decision contained an error of fact and law because we deferred to the Air Force's findings that the information in the change request proposal was not competitively useful in the procurement. Specifically, Solutions71 complains that the agency did not consider or make any findings about the utility of that information concerning Solutions71's indirect cost rate and fee. Req. for Recon. at 7. For the reasons discussed below, we see no basis to reconsider our prior decision.

Under our Bid Protest Regulations, to obtain reconsideration, a requesting party must either demonstrate that our prior decision contains errors of fact or law, or present new information not previously considered that would warrant reversal or modification of our earlier decision. 4 C.F.R. § 21.14(a); *CymSTAR, LLC--Recon.*, B-422576.2, Sept. 10, 2024, at 3. The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet this standard. 4 C.F.R. § 21.14(c); *Darton Innovative Techs., Inc.--Recon.*, B-418034.3, Mar. 9, 2020, at 3.

As noted above, Solutions71 contends that the agency failed to consider whether the indirect cost rate and fee information in Solutions71's change request proposal was competitively useful. Req. for Recon. at 8. In making this argument, the requester

repeats assertions previously raised in the underlying protest. Specifically, the requester previously challenged the agency's conclusion that the pricing information was not competitively useful, arguing:

[T]he Agency's conclusion that Solutions71's indirect rates and fee would be "stale and of little use" is unreasonable and not supported by the record. The statement from the Agency's Cost/Price Analyst does not even mention Solutions71's indirect rates and fee, let alone conclude that this information would be "stale and of little use" for the current procurement.

Comments at 12 (quoting MOL at 12). Here, the requester raises the same argument, noting that the agency's price analyst focused on Solutions71's labor categories and fully burdened labor rates and asserting: "the agency never considered whether the indirect rate and fee information in Solutions71's cloud migration proposal would be competitively useful for this procurement." Req. for Recon. at 7. The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet our standard for granting reconsideration. *Darton Innovative Techs., supra*. Thus, Solutions71's request does not provide a valid basis for reconsideration because the request only repeats arguments that our Office previously considered and rejected.

Moreover, as our underlying decision stated, the responsibility for determining whether to allow an offeror to compete when there is an allegation of an unfair competitive advantage is a matter for the contracting agency, and we will not substitute our judgment for the agency's when the agency's conclusions are reasonable. See *Science Applications Int'l Corp.*, B-419961.3, B-419961.4, Feb. 10, 2022, at 13; see also *Skyward IT Sols., LLC*, B-421105.2, Apr. 27, 2023, at 8; *Unisys Corp.*, B-403054.2, Feb. 8, 2011, at 5. Here, the record reflects that the Air Force considered whether the information in the change request proposal--including the indirect rate and fee information--was competitively useful, and the agency reasonably concluded it was not. In this regard, when summarizing the results of the investigation, the agency stated: "The investigation also reasonably found that other pricing information, such as indirect rates and fees, would be stale and of little use given the vastly different scope and scale of the two efforts, which were separated by multiple years."³ MOL at 12 (citing AR Tab 13.7, Price Analyst Statement at 1).

³ To the extent the requester contends the statement in the agency's memorandum of law constitutes a *post hoc* effort to fill in gaps in the investigation and therefore reflects an error of fact in our decision, we disagree. In reviewing an agency's procurement actions, we do not limit our consideration to contemporaneously documented evidence, but instead consider all the information provided, including the parties' arguments and explanations. *AllWorld Language Consultants, Inc.*, B-414244, B-414244.2, Apr. 3, 2017, at 4 n.3. While we afford greater weight to contemporaneous materials as opposed to judgments made in response to protest contentions, post-protest

(continued...)

We found the Air Force's determinations were reasonable, and the requester's arguments, as set forth in its submissions in the underlying protest and repeated in its request for reconsideration, do not persuade us otherwise. Accordingly, Solutions71's arguments do not show an error of fact or law and thus provide no basis on which to reconsider our decision.

In sum, Solutions71's request for reconsideration repeats arguments made during our consideration of the protest, expresses disagreement with our decision denying its earlier protest, and fails to allege a legal or factual error. The request does not satisfy our standard for reconsideration and does not provide a basis for reversing our prior decision.

The request for reconsideration is denied.

Edda Emmanuelli Perez
General Counsel

explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the rationality of selection decisions--so long as those explanations are credible and consistent with the contemporaneous record. *Computer World Servs. Corp.--Recon.*, B-420777.4, May 9, 2023, at 4. Here, the agency's arguments regarding the utility of Solutions71's indirect cost rate and fee information were credible and consistent with the contemporaneous record, and the requester's disagreement about the weight our Office afforded the agency's arguments does not establish a basis to reconsider our decision.