



Decision

Matter of: AAA General Contractors, LLC--Reconsideration

File: B-423842.7

Date: March 6, 2026

Edgar Skertchly for the requester.

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Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration is dismissed where the requester repeats prior arguments and has not shown that our prior decision contained either errors of fact or law or information not previously considered that warrants reversal or modification of the decision.

DECISION

AAA General Contractors, LLC, a service-disabled veteran-owned small business of El Paso, Texas, requests that we reconsider our decision in *AAA General Contractors LLC*, B-423842, Nov. 18, 2025. In that decision, we denied the protester's challenge to the Department of Veterans Affairs' (VA) rejection of AAA's proposal because AAA failed to submit the certification required by the clause at VA Acquisition Regulation Supplement (VAAR) 852.219-75, which was included in request for proposals (RFP) No. 36C25723R0013.

In its protest, AAA argued that the solicitation's instructions did not specify the certification required by VAAR clause 852.219-75 and asserted that its proposal's omission of the certification was a minor or clerical error that should have been resolved through clarifications. We denied the protest because AAA failed to submit the required certification, which rendered its proposal ineligible for award under the terms of the RFP. The requester acknowledges that our decision found that the RFP included VAAR clause 852.219-75 and that the agency rejected AAA's proposal for failing to satisfy this material solicitation requirement. The requester nevertheless contends that our decision overlooked or declined to address multiple critical issues of fact and law raised in the protest.

We dismiss the request for reconsideration.

BACKGROUND

The VA issued the RFP on April 24, 2024, seeking proposals for a multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract to provide maintenance, repair and new construction services at VA medical facilities under orders placed over a 5-year ordering period. Agency Report (AR), Exh. 2, RFP at 95.¹

As relevant here, the RFP included VAAR clause 852.219-75, which directs offerors to include, with their proposals, a certification that the offeror's performance will comply with the applicable limitation on subcontracting.² RFP at 156-157. The VAAR clause provides, in relevant part, that "formal certification must be completed, signed and returned with the offeror's . . . proposal." *Id.* at 157 (VAAR clause 852.219-75(d)). The clause further provides that "[t]he Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award." *Id.* The RFP also advised offerors more generally that all proposal submission requirements would be strictly enforced, that failure to comply would result in the proposal being rejected, and that the agency did not intend to conduct discussions with offerors. *Id.* at 96.

AAA submitted its proposal prior to the September 2 closing date for receipt of proposals. Memorandum of Law (MOL) at 3. On February 26, 2025, the VA issued amendment 10 to the RFP, which allowed the submission of revised proposals by March 7. RFP at 52 (RFP amend. 10 cover page). AAA did not submit a revised proposal or otherwise acknowledge amendment 10. Contracting Officer's Statement (COS) at 1.

Upon review of AAA's proposal, the contracting officer determined that AAA's proposal was unacceptable because AAA failed to include the certification required by VAAR clause 852.219-75. *Id.*; AR, Exh. 4, Abstract of Offerors at 1. After the agency informed AAA that its proposal had been rejected for failing to include the required certification, AAA filed an agency-level protest, which the agency then denied on August 20. MOL at 4-5. That same day, AAA filed a protest with our Office, arguing that the agency improperly rejected AAA's proposal because the RFP's instructions did not reasonably inform offerors that the VAAR clause 852.219-75 certification had to be submitted with proposals. AAA also argued that the agency should have either waived the omission of

¹ Citations to documents in the record are to the Adobe PDF pagination.

² VAAR clause 852.219-75 implements the statutory requirement in 38 U.S.C. § 8127(l)(2), which directs offerors to include, with their proposals, a certification that is provided in the text of the clause. In this certification, the offeror certifies that its performance will comply with the applicable limitation on subcontracting. 48 C.F.R. § 852.219-75(a)(ii).

the certification as a minor informality or allowed AAA the opportunity to submit the certification after the closing date for the receipt of proposals. Protest at 1-3.

On November 18, our Office denied AAA's protest, finding that the agency reasonably rejected AAA's proposal for failing to submit the certification required by VAAR clause 852.219-75. Our Office also found that because including the certification was a material solicitation requirement, omission of the certificate could not have been corrected by allowing AAA the opportunity to submit a post-closing clarification. *AAA General Contractors, LLC, supra*, at 3-4.

This request for reconsideration followed.

DISCUSSION

In its request for reconsideration, AAA argues that our Office "overlooked or declined to address multiple critical issues of fact and law that were raised in the protest record." Req. for Recon. at 1. In this regard, the requester contends that our decision "rests solely on the finding that VAAR [clause] 852.219-75 was included in the solicitation and constituted a material requirement," but otherwise "did not address the actual grounds of AAA's protest." *Id.* at 3. In short, AAA reasserts various allegations that AAA raised in its protest and contends that our Office erred by failing to address each of these arguments in our decision.

Under our Bid Protest Regulations, to obtain reconsideration, a requesting party must demonstrate that our prior decision contains errors of fact or law or must present new information not previously considered that would warrant reversal or modification of our earlier decision. 4 C.F.R. § 21.14(a); *Department of Justice; Hope Village, Inc.--Recon.*, B-414342.5, B-414342.6, May 21, 2019, at 3. A request for reconsideration that reiterates arguments made previously and merely expresses disagreement with the prior decision does not meet the standard for granting reconsideration. *Bluehorse Corp.--Recon.*, B-413929.2, B-413929.4, May 16, 2017, at 4. Our Office will summarily dismiss any request for reconsideration that fails to state a valid basis for reconsideration or is untimely. 4 C.F.R. § 21.14(c); see, e.g., *High Plains Computing Inc.--d/b/a HPC Sols.--Recon.*, B-422934.2, Apr. 10, 2025, at 3. Finally, our Office has explained repeatedly that while we review, consider and resolve all issues raised by protesters, our decisions may not necessarily address, with specificity, every issue raised throughout the course of a protest. *Gunnison Consulting Grp., Inc.--Recon.*, B-418876.5, Feb. 4, 2021, at 5; *I. M. Sys. Grp., Inc.--Recon.*, B-422727, May 28, 2025, at 7 (noting that "the absence of a specific discussion of a protest ground or argument is not indicative of an error of fact or law, and does not, by itself, serve as a foundational basis for requests for reconsideration").

Here, we conclude that AAA's request for reconsideration fails to state a valid basis for reconsideration, and we therefore dismiss the request.

First, AAA's request does not present any new information or identify any legal or factual error in our finding that AAA failed to satisfy a material solicitation requirement that rendered its proposal ineligible for award under the terms of the RFP. The requester instead repeats many ancillary arguments it advanced throughout the course of its protest and contends that our decision erred by not specifically addressing each one. Such an approach fails to state a valid basis for reconsideration.³ See, e.g., *HPC Sols.--Recon.*, *supra*, at 4-6 (dismissing request for failing to state a valid basis for reconsideration because the requester repeated protest arguments and expressed dissatisfaction that our decision did not address each of its protest issues).

For example, the requester argues that our decision did not address AAA's argument that the solicitation was latently ambiguous because the certification requirement specified by VAAR clause 852.219-75 was not listed in the RFP's instructions section. Req. for Recon. at 2. The requester raised this same argument in comments filed in response to the agency report. See Comments at 1. AAA's reiteration of this argument does not form a proper basis for a reconsideration request.⁴ See, e.g., *HPC Sols.--Recon.*, *supra*, at 3.

Moreover, we see no support for AAA's broader argument that a material solicitation requirement, as stated in a solicitation clause, must be reiterated in the solicitation's instructions. Instead, our Office routinely finds that when solicitation clauses or provisions state material requirements, proposals or quotations that fail to satisfy these material solicitation requirements are unawardable. See, e.g., *Excelsior Def., Inc.*, B-423106, Jan. 16, 2025, at 5 (agency reasonably rejected a quotation for failing to submit the certification required by VAAR clause 852.219-75); *Automated Precision, Inc.*, B-422063.2, June 18, 2025, at 5 (agency reasonably rejected a proposal where a solicitation contract clause required offerors to submit a Buy American certification and the protester's proposal omitted the required Buy American certification). Our Office has also stated, repeatedly, that solicitations must be read as a whole and in a manner that gives effect to all of their provisions. See, e.g., *Crew Training Int'l, Inc.*, B-414126, Feb. 7, 2017, at 4 (a reading of a solicitation that renders some parts of the document extraneous or meaningless cannot be a reasonable reading).

³ Even if we were to consider the merits of AAA's various arguments that our decision did not address, we would find no error or basis to grant AAA's request. For example, AAA repeats an argument, raised in its comments on the agency report, that the agency "fail[ed] to serve" AAA with the agency report, as required, and "AAA only learned of [the agency report] through GAO's docket notification." Req. for Recon. at 2. As our regulations make clear, however, service is accomplished through the parties' use of our Electronic Protest Docketing System. 4 C.F.R. § 21.0(a).

⁴ We note, at any rate, that our decision found that the solicitation "clearly advised offerors" of the certification requirement, thereby plainly rejecting any argument that the RFP requirement was latently ambiguous. *AAA General Contractors LLC*, *supra*, at 3.

Here, AAA's request does not challenge our determination that VAAR clause 852.219-75 specified a material solicitation requirement. Instead, AAA takes exception to the *location* of this material requirement, arguing that the agency should have more prominently stated this requirement in the RFP's instructions to offerors. We see no support for this broader argument, however, and the requester has identified none. In short, even if we were to consider AAA's argument, we would find that the specific location of a material solicitation requirement is immaterial to our analysis--and does not, by itself, render the solicitation ambiguous.⁵

We also see no reason to consider the requester's renewed argument that the agency failed to notify AAA of amendment 10. Req. for Recon. at 1-2. As relevant background, when responding to AAA's protest, the agency explained that AAA did not acknowledge amendment 10, as required, and argued that this omission provided the agency with an alternative justification to reject AAA's proposal. MOL at 4 n.4. In its comments on the agency report, AAA raised the same argument it now advances in its request: namely, that the agency issued amendment 10 after AAA submitted its proposal and then "failed to notify AAA" of this amendment. Comments at 1. In our decision, we declined to address this issue because we found that the agency properly rejected AAA's proposal as unacceptable--separate from any question of whether AAA was required to acknowledge RFP amendment 10. *AAA General Contractors, LLC, supra* at 2 n.2.

We see no reason to revisit this issue. In the first place, AAA repeats the argument that our Office previously considered and determined did not need to be addressed to

⁵ In its request, AAA also asserts that the solicitation was ambiguous about whether the solicitation required certification with the proposal submitted in response to the RFP, or alternatively, in response to requests for task order proposals that would be issued later under the IDIQ. See Req. for Recon at 1. AAA submits no new information to support this argument, however. To the extent that AAA is raising a new argument to support its broader contention that the solicitation was latently ambiguous, we find that the requester's argument fails to meet our standard for granting reconsideration because AAA could have raised this argument in its initial protest but did not. See, e.g., *Minburn Tech. Grp., LLC--Recon.*, B-422027.2, Feb 22, 2024, at 4-5 (requester's newly presented arguments were available during the initial protest and thus provide no basis to grant reconsideration).

Additionally, given the clear solicitation language in VAAR clause 852.219-75, as quoted above, any alleged ambiguity concerning the certification requirement would be a patent ambiguity, apparent on the face of the solicitation. Our regulations require protests challenging patent ambiguities to be filed prior to the time for receipt of proposals. 4 C.F.R. § 21.2(a)(1); *Ecology Mir Group--Recon.*, B-418543.2, July 16, 2020, at 2. Here, since AAA failed to raise a timely challenge to any alleged solicitation ambiguity, we will not consider such a challenge now in a request for reconsideration.

resolve AAA's protest.⁶ See *id.* Furthermore, the requester cannot demonstrate that the publication of amendment 10 has any relevance to the outcome here. In this regard, the agency did not find AAA's proposal unacceptable based on AAA's failure to acknowledge amendment 10. Instead, the VA rejected AAA's proposal because the proposal failed to include the certification required by VAAR clause 852.219-75. *AAA General Contractors, LLC, supra*, at 4. Our Office found the agency's actions to be reasonable. *Id.* Accordingly, we see no basis to conclude that a successful challenge of any issue related to the publication of amendment 10 would change the outcome here. See *NCI Infor. Sys., Inc.--Recon.*, B-419322.3, May 3, 2021, at 5 (requester did not demonstrate that it was competitively prejudiced by the agency's failure to amend an RFP, because the error would have no impact on the agency's evaluation of the requester's proposal).

In summary, the requester repeats its prior allegations, which we considered and rejected, and argues that our Office should have addressed each of its protest arguments in our decision. Such a request fails to meet our standard for reconsideration and is therefore dismissed. 4 C.F.R. § 21.14(c); *HPC Sols.--Recon.*, *supra*, at 4-6.

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General Counsel

⁶ Even if we were to consider this request, we would find no support for AAA's assertions that the agency failed to notify AAA of amendment 10. Instead, the record shows that the agency posted amendment 10 to SAM.gov on February 26. COS at 1. Our Office has stated that publication of a contract action on SAM.gov constitutes constructive notice of the contract action, which cannot be rebutted. See, e.g., *Goins Constr., LLC*, B-422695, Sep. 20, 2024, at 4. In this regard, the doctrine of constructive notice imputes knowledge to a party regardless of any assertion or evidence concerning a party's actual knowledge. *Id.* Consequently, because the amendment was published on SAM.gov, we would have no basis to find that the agency failed to notify AAA of amendment 10. Nor does such an allegation state a legally sufficient basis of protest. *Bramstedt Surgical, Inc.*, B-424064, Jan. 28, 2026, at 6-7 (dismissing allegation as legally insufficient that the agency failed to provide the protester with "direct notice" of a solicitation when the solicitation was published on SAM.gov).