



Decision

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Matter of: FedWriters, Inc.

File: B-424376

Date: June 23, 2026

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DIGEST

Protest that an agency, when issuing a solicitation for the establishment of a blanket purchase agreement (BPA), failed to meet the consolidation analysis requirements of Revolutionary Federal Acquisition Regulation Overhaul section 7.107-2 is dismissed because the plain language of the provision does not apply to BPAs.

DECISION

FedWriters, Inc., a small business of Fairfax, Virginia, protests the terms of request for proposals (RFP) No. 49100426R0002, issued by the National Science Foundation (NSF), for the establishment of a multiple-award blanket purchase agreement (BPA) for comprehensive communications support. The protester argues that the agency's justification for consolidating requirements does not demonstrate that the benefits of consolidation outweigh the advantages of alternative contracting approaches, as required by Revolutionary Federal Acquisition Regulation Overhaul (RFO) section 7.107-2.

We dismiss the protest.

BACKGROUND

The NSF shares information about its activities, research results, programs, and policies with internal and external audiences. Contracting Officer's Statement (COS) at 1. Previously, the agency acquired communication support services under seven contract vehicles. Agency Report (AR), Tab 15, Consolidation Justification at 1. The services acquired under the existing contract vehicles include graphic design support;

administration and program support; audio and video project support; and writing and editorial support. *Id.* The protester is the incumbent contractor performing under an order to provide writing and editorial support. *Id.*

Prior to issuing the RFP, the NSF conducted market research to determine whether consolidation of its requirements for communication services under a single contract vehicle was necessary and justified, and to determine whether to set aside the procurement for small businesses. COS at 2. After posting a request for information (RFI) and reviewing the responses, the contracting officer consulted with the agency's Office of Small and Disadvantaged Business Utilization and determined that the NSF would solicit its requirements as a woman-owned small business (WOSB) set-aside. *Id.* at 3.

Thereafter, on December 22, 2025, using the General Services Administration's (GSA) eBuy website, the agency issued solicitation No. 49100425R0014 as a WOSB set-aside, seeking proposals for the establishment of a multiple-award BPA for comprehensive communication support services. COS at 3. On January 23, 2026, FedWriters filed a protest with our Office, B-424222, challenging the NSF's decision to set aside the solicitation for WOSBs and its decision to consolidate the requirements. Subsequently, on January 29, the agency notified our Office that it was electing to take corrective action by canceling the solicitation and issuing a new solicitation, and based on the agency's proposed corrective action, we dismissed the protest as academic. *FedWriters, Inc.*, B-424222, Jan. 30, 2026 (unpublished decision).

As part of its voluntary corrective action, the NSF conducted new market research and determined there were "potentially [65] capable WOSBs that would be a probable fit for this procurement." COS at 4. In addition, on January 30, the agency issued an RFI with a draft statement of work (SOW). *Id.*; see also AR, Tab 6a, Second RFI at 1. The agency reviewed the RFI responses and determined that at least 31 WOSBs demonstrated the capability and capacity to perform the requirements as prime contractors. COS at 5.

During the voluntary corrective action, the NSF also prepared a written memorandum documenting the agency's rationale for consolidating the requirements, and its determination and findings that the consolidation was necessary and justified.¹ See AR, Tab 15, Consolidation Justification. The agency described the action being approved as "a multiple-award BPA that may have orders that consolidate requirements performed previously under separate contracts." *Id.* at 1. In the memorandum, the contracting officer organized the benefits of consolidating requirements with a multiple-

¹ In the memorandum, the agency wrote: "NSF believes that the agency may not have to justify its consolidation at the BPA award stage and instead should justify its potential consolidation if and when and if it issues consolidated BPA orders. In an abundance of caution and transparency however, NSF is issuing this justification." AR, Tab 15, Consolidation Justification at 2 n.1.

award BPA into four categories--independent government cost estimate, cost savings, quality improvements supporting NSF's mission, and improved terms and conditions--and the contracting officer discussed the benefits within each category. *Id.* at 3. For example, with respect to cost savings, the contracting officer wrote that establishing a multiple-award BPA would result in cost savings through staffing efficiencies, reduced administrative costs, having a single point of accountability, reducing risk, stronger purchasing leverage, operational efficiency, and consistent quality. *Id.* at 5-8. The memorandum also included a discussion of alternative contracting approaches and the impact of consolidation on small businesses. *Id.* at 10-12.

The agency concluded that the benefits of consolidation "substantially exceed[ed] the benefits that would be derived from any alternative contracting approaches." AR, Tab 15, Consolidation Justification at 13. The agency continued: "[c]hoosing a multiple-award BPA allows NSF to continue to contract with multiple[]small businesses while furthering its mission and allowing greater oversight and consistency over its critical communications. The proposed consolidation also allows NSF to operate more efficiently, reduce duplicative effort, and substantially reduce costs." *Id.*

On February 27, pursuant to RFO section 8.401 and GSA Manual subpart 538.71,² the NSF issued the RFP via the GSA eBuy system under special item numbers (SINs) 541611 and 541810³ as a WOSB set-aside.⁴ COS at 2, 6; AR, Tab 4a, RFP. The RFP contemplates the establishment of a multiple-award BPA to provide the agency with communications support services within the following six functional areas: (1) digital; (2) administrative and program support; (3) metrics communications support; (4) event support; (5) writing; and (6) video and audio production. AR, Tab 4b, BPA SOW at 1-5; COS at 6. The RFP anticipates that the BPAs will have a four-year ordering period, and the BPAs will allow for call orders with labor hour, time-and-materials, order-level-materials, and travel contract line item numbers. RFP at 4-5. The total estimated value for the procurement is \$62.6 million. *Id.* at 4; AR, Tab 15, Consolidation Justification at 1.

² The agency explains that the NSF has issued a class deviation and is following the RFO. Memorandum of Law (MOL) at 2; AR, Tab 23a, Federal Acquisition Regulation (FAR) Part 7 Deviation Memo at 1; AR, Tab 23b, FAR Part 8 Deviation Memo at 1.

³ A SIN is a group of generically similar (but not identical) supplies or services that are intended to serve the same general purpose or function. *SynergisT JV, LLC*, B-422384.2, B-422384.4, Mar. 11, 2025, at 2 n.1. Buyers may use the GSA eBuy system to notify all sellers listed under a particular SIN category or a lesser number of sellers. *Id.*

⁴ The agency amended the RFP four times. COS at 7. All citations to the solicitation in this decision refer to the conformed version of the RFP, submitted as tab 4a to the agency report.

The solicitation provides that the BPAs would be established on a best-value tradeoff basis, considering the following factors: technical ability, past performance, and price. RFP at 41. The technical ability factor is comprised of two subfactors: technical approach; and staffing, management, and key personnel capabilities. *Id.* at 42. The non-price factors, when combined, are significantly more important than price. *Id.* at 41. The agency intends to issue the first six call orders when it establishes the BPAs, with one call order issued for each functional area. *Id.* at 41, 46; AR, Tab 4c, RFP Pricing Spreadsheet; see *also* Protest at 4.

Prior to the solicitation's April 2 closing date, FedWriters filed this protest.

DISCUSSION

FedWriters argues that the NSF failed to justify its decision to consolidate the agency's communication support services requirements.⁵ Protest at 9-13; Comments at 4-8. In this regard, the protester argues that although RFO section 7.107-2 permits an agency to consolidate requirements if the benefits of consolidation would substantially exceed the benefits associated with alternative contracting approaches, the NSF has not made such a showing here.⁶ Comments at 4-8. In response, the agency first defends the reasonableness of its justification. MOL at 10-15. In addition, the NSF argues that no justification was required because the plain language of RFO section 7.107-2 does not apply to BPAs.⁷ Agency Supp. Brief at 1-2.

⁵ In its initial protest, FedWriters raised two additional protest grounds: the agency did not conduct adequate market research, and the NSF did not consider the negative impact of consolidation on small businesses. Protest at 7-9. After the agency filed its report, the protester withdrew these allegations. Comments at 3; Protester's Resp. to GAO at 1.

⁶ As noted above, the NSF is following the RFO, and the RFQ was issued under the authority of RFO deviations. The parties have not identified any differences between the prior version of section 7.107-2 and the RFO version that affect our analysis of the protest allegations. Comments at 2-3; MOL at 10.

⁷ The agency also requests dismissal, arguing that because FedWriters is not a WOSB, it is ineligible for award under the solicitation, and, therefore, the protester is not an interested party to maintain this protest. MOL at 5. Only an "interested party" may file a protest. 4 C.F.R. § 21.0(a)(1). That is, a protester must be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or the failure to award a contract. *Id.* A protester does not qualify as an interested party if the protester is not eligible to receive a contract award were its protest to be sustained. *Meridian Knowledge Sols., LLC*, B-420906, Nov. 2, 2022, at 10. FedWriters contends that it is an interested party because if its protest alleging improper consolidation were sustained, FedWriters would likely have the opportunity to compete for one or more of the agency's requirements. Comments at 2. We need not resolve this matter because we are dismissing the protest on other grounds.

Relevant Statutory and Regulatory Authorities

Section 7.107-2 of the RFO implements the requirements of the Small Business Jobs Act of 2010, 15 U.S.C. § 657q, which requires agencies to consider the effect of the consolidation of certain agency contract requirements over \$2 million on small businesses. RFO 7.107-2(a); 15 U.S.C. § 657q(c). Specifically, prior to issuing a solicitation that involves the consolidation of contract requirements, section 7.107-2 requires agencies to: conduct market research; identify alternative contracting approaches that would involve a lesser degree of consolidation; assess and identify the impact of contract consolidation on small businesses; and make a written determination that the consolidation is “necessary and justified” in accordance with 15 U.S.C. § 657q. RFO 7.107-2(a).

In this context, the RFO provides the following definition for “Consolidation or consolidated requirement”:

(1) Means a solicitation for a single contract, a multiple-award contract, a task order, or a delivery order to satisfy-

(i) Two or more requirements of the Federal agency for supplies or services that have been provided to or performed for the Federal agency under two or more separate contracts, each of which was lower in cost than the total cost of the contract for which offers are solicited; or

(ii) Requirements of the Federal agency for construction projects to be performed at two or more discrete sites.

(2) “Separate contract” as used in this definition, means a contract that has been performed by any business, including small and other than small business concerns.

RFO 2.101; *see also* 15 U.S.C. § 657q(a)(2). In addition, and as pertinent here, section 2.101 of the RFO states that the definition of a contract includes “job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance.” RFO 2.101.

The Small Business Administration (SBA) also promulgated regulations implementing the Small Business Jobs Act of 2010. *See* 13 C.F.R. § 125.2(d). When those regulations were promulgated, the SBA’s regulations provided that “contract” had the same definition as provided in FAR section 2.101. 78 Fed. Reg. 61114 (Oct. 2, 2013); *see also* 13 C.F.R. § 125.1(c) (2014).

In *Coast to Coast Computer Products, Inc.*, B-417500, B-417500.2, July 29, 2019, our Office considered whether an agency was required to comply with the consolidation analysis requirements of the Small Business Jobs Act of 2010 when establishing a BPA. In *Coast to Coast*, our Office examined the SBA's implementing regulations, 13 C.F.R. § 125.1(c), and we concluded that because the consolidation requirements in the SBA's regulations applied to "contracts," and provided that "contract" had the same definition as set forth in the FAR, the consolidation analysis requirements in the Small Business Jobs Act of 2010 did not apply to BPAs. *Coast to Coast, supra* at 6.

In a similar vein, in *TeamGOV, Inc.*, B-419865.2, B-419865.3, Nov. 10, 2021, our Office considered whether an agency violated various requirements pertaining to consolidation and bundling, including FAR section 7.107-2, when it issued a solicitation for the establishment of a BPA. We reviewed the FAR's definition of "contract," and found that the consolidation analysis requirements in FAR section 7.107-2 did not apply to BPAs because a BPA is not a contract as defined by the FAR. *TeamGOV, supra* at 9. Subsequently, in 2023, the SBA amended its regulations implementing the Small Business Jobs Act of 2010 such that the consolidation requirements apply to BPAs.⁸ 13 C.F.R. § 125.1. When the SBA issued the final rule amending its regulations, the SBA wrote: "SBA interprets the term 'contract requirements' to include BPAs for the purposes of this statutory provision on avoiding bundling." 88 Fed. Reg. 26164, 26188 (Apr. 27, 2023). The SBA continued: "SBA thus intended the consolidation and bundling provisions to apply to BPAs. The Government Accountability Office (GAO), however, ruled in two recent bid protests that, because SBA's regulations do not specifically address BPAs, the consolidation and bundling procedures do not apply when the resulting requirement is a BPA."⁹ *Id.*

Requirement to Justify the Consolidation Under RFO Section 7.107-2

As noted above, FedWriters argues that the NSF failed to comply with the RFO's consolidation analysis requirements prior to issuing the solicitation for the establishment of a multiple-award BPA. Protest at 9-13; Comments at 4-8. Specifically, the protester contends that the NSF's justification does not demonstrate that the benefits of

⁸ As amended, SBA's regulations define "[c]onsolidation of contract requirements, consolidated contract, or consolidated requirement" as "a solicitation for a single contract, a Multiple Award Contract, or *Blanket Purchase Agreement* . . ." 13 C.F.R. § 125.1 (emphasis added).

⁹ Subsequently, the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council considered adding BPAs to the list of contract vehicles covered by the definition of consolidation and bundling, but the provision has not been amended. See 89 Fed. Reg. 9652, 9658 (Feb. 9, 2024); FAR Agenda Notice, FAR Case 2023-017 - Consolidation and Bundling, <http://www.federalregister.gov/documents/2024/02/09/2024-00461/semiannual-regulatory-agenda> (last visited May 28, 2026); see *also* Agency Supp. Brief at 2-3.

consolidation would substantially exceed the benefits associated with alternative contracting approaches, as required by RFO section 7.107-2. Comments at 4-8. At no point in its protest or its comments to the agency report does FedWriters refer to the Small Business Jobs Act of 2010 or the SBA's implementing regulations.

In light of our Office's decisions in *Coast to Coast, supra*, and *TeamGOV, supra*, we asked the parties to address whether the NSF was required to justify the consolidation of the requirements in this procurement. See Notice of Supp. Briefing. The agency responds that we should deny or dismiss the protest because "the [RFO] and statutory consolidation requirements do not apply to BPAs." Agency Supp. Brief at 1. In response, FedWriters asserts that the NSF was required "to comply with the consolidation requirements set forth" in the RFO. Protester Supp. Brief at 1.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4.

Here, FedWriters challenges the agency's consolidation analysis for the BPA, asserting that the NSF did not comply with the requirements of RFO section 7.107-2. Protest at 9-12; Comments at 4-8. As discussed above, our Office previously found that because the FAR's definition of contract does not include BPAs, the FAR's consolidation analysis requirements do not apply to BPAs. *TeamGOV, supra* at 9. Indeed, FedWriters acknowledges that, in defining the term "consolidation of requirements," "the FAR refers to contracts and orders" and "does not use the term 'consolidation' in the context of Blanket Purchase Agreements." Protester Supp. Brief at 2. Moreover, FedWriters has not identified any differences between the relevant provisions in the RFO and the prior version of the FAR that would affect this analysis. See Comments at 2-4.

As such, the consolidation analysis requirements in RFO section 7.107-2 do not apply to BPAs, and, therefore, the protester's allegations do not demonstrate improper agency action. Accordingly, we dismiss the argument as factually and legally insufficient.¹⁰ See *INNOVIM, LLC*, B-419912, B-419912.2, Sept. 21, 2021, at 5 (explaining an

¹⁰ As a corollary argument, the protester contends that because the NSF elected to prepare a consolidation memorandum, the agency cannot now take the position that it was not required to comply with RFO section 7.107-2. Protester Supp. Brief at 2. We find this argument unavailing. FedWriters has not identified any legal authority to support its allegation that an agency is subject to regulatory requirements that would otherwise not apply if the agency elects to make an effort to comply with such requirements in these circumstances.

allegation that facially does not demonstrate improper agency action is factually and legally insufficient).

Yet, the protester advances various alternative arguments regarding why it believes the agency was required to perform a consolidation analysis, two of which we discuss and reject below. First, we address FedWriters's argument that the NSF was required to justify the consolidation of requirements here because "the SBA amended its regulations to include BPAs in the definition of the term 'consolidation of requirements.'" Protester Supp. Brief at 2. While FedWriters acknowledges "[t]he fact that the FAR has not yet adopted or incorporated this change," the protester asserts that the RFO's definition of consolidation is not dispositive because "GAO has historically respected the discretion SBA has in promulgating regulations in furtherance of the Small Business Act."¹¹ *Id.* at 3. We need not further consider the protester's arguments because FedWriters did not invoke the SBA's regulations, or reference any small business statute, until responding to our request for supplemental briefing on May 22--more than 50 days after FedWriters filed this protest.

Our regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, at 4. Our timeliness rules require that a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals be filed before that time. 4 C.F.R. § 21.2(a)(1); see *American Sys. Grp.*, B-418535, June 9, 2020, at 3.

Furthermore, our regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues through later submissions citing examples or providing alternate or more specific legal arguments missing from earlier general allegations of impropriety. *KE Sys. Servs., Inc.*, B-423881 *et al.*, Dec. 22, 2025, at 4. A protester is required to set forth all of the known legal or factual grounds supporting its allegations because piecemeal presentation of evidence unnecessarily delays the procurement process and our ability to resolve protests within the requisite 100-day period. *Battelle Mem'l Inst.*, B-418047.5, B-418047.6, Nov. 18, 2020, at 9. Our Office will dismiss a protester's piecemeal presentation of arguments that could have been raised earlier in the protest process. 4 C.F.R. § 21.2(a)(1); see, e.g., *American Roll-On Roll-Off Carrier Grp., Inc.*, B-418266.9 *et al.*, Mar. 3, 2022, at 11 n.12 (dismissing as untimely protester's challenges to the agency's responsibility

¹¹ In advancing this argument, FedWriters cites our Office's decision in *Coast to Coast, supra*. However, *Coast to Coast* is distinguishable from the circumstances presented here in terms of the legal arguments raised by the protesters. There, the protester alleged that the agency failed to comply with the requirements in the Small Business Jobs Act. *Coast to Coast, supra* at 4. Here, FedWriters relies on the requirements in RFO part 7. Protest at 9-13.

determination raised for the first time in protester's comments on the supplemental agency report because they constituted "new alternate legal arguments" involving facts that were available to the protester in the agency's initial report).

Here, because the protester knew or reasonably should have known that the SBA's regulations require an agency to justify a consolidation decision involving a BPA when FedWriters filed its initial protest, but only advanced arguments regarding the applicability of the SBA's regulations more than a month later, we dismiss this argument as an untimely piecemeal presentation of protest arguments.

Next, the protester contends that the "RFO consolidation rules do apply to this acquisition" because "the Solicitation also contemplated awarding up to six 'Call Orders' *at the same time.*" Protester Supp. Brief at 2. As noted above, the RFP provides that the agency intends to issue the first six call orders when it establishes the BPAs, with one call order issued for each of the six functional areas. RFP at 41, 46; AR, Tab 4c, RFP Pricing Spreadsheet; see *also* Protest at 4. The protester asserts that because RFO section 7.107-2 applies to solicitations for orders issued under a BPA, it applies to this procurement. *Id.*

The problem with the protester's argument is that FedWriters does not challenge the agency's consolidation analysis for any of the six call orders. Aside from mentioning the existence of call orders, the protester does not meaningfully address the call orders or the consolidation of requirements into a call order in its protest or comments to the agency report. See, e.g., Protest at 10 ("Thus, if the Agency awards six Call orders together with the BPAs, it is likely that the BPA awardees will assign a Project/Program Manager for each individual Call order."); Comments at 5 ("[B]y awarding multiple BPAs and multiple Call orders to a variety of contractors, NSF cannot demonstrate it will achieve the consistency and efficiencies typically associated with the award of a single contract or task order or even a single BPA."). Here, although FedWriters was aware that the RFP contemplated the issuance of six call orders when it filed its protest, all of FedWriters's protest arguments are targeted at the reasonableness of the NSF's consolidation analysis as it pertains to the establishment of the multiple-award BPA. Protest at 9-12; Comments at 4-8.

In this regard, the protester's attempt to challenge the agency's justification analysis at the call order level in response to our Office's request for supplemental briefing constitutes the improper piecemeal presentation of issues. See *KE Sys. Servs.*, *supra*. Accordingly, we need not address the protester's untimely allegations regarding the NSF's determination to consolidate requirements at the call order level.

In sum, the instant solicitation contemplates the establishment of a multiple-award BPA to provide various communications support services that the NSF had previously acquired under several contract vehicles. FedWriters contends that the NSF's consolidation analysis did not comply with RFO section 7.107-2, and we dismiss this allegation as legally insufficient because those requirements do not apply to BPAs. In addition, we find the protester's belated attempts to reframe its allegations (*i.e.*, invoking

the SBA's regulations or protesting the consolidation analysis at the call order level) to constitute an untimely piecemeal presentation of protest arguments, and we dismiss them accordingly.

The protest is dismissed.

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General Counsel