



DOCUMENT FOR PUBLIC RELEASE

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

Decision

Matter of: Strategic Resources, Inc.--Reconsideration

File: B-423597.4

Date: June 25, 2026

Aron C. Beezley, Esq., and Gabrielle A. Sprio, Esq., Bradley Arant Boult Cummings LLP, for the protester.

Kenneth Gilliland, Esq., and Jonathan A. Hardage, Esq., Department of the Army, for the agency.

Kenneth Kilgour, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration is dismissed where the requesting party only repeats arguments previously made and rejected by our Office and has not otherwise shown that our prior decision contains errors of fact or law that warrant reversal or modification of the decision.

DECISION

Strategic Resources, Inc. (SRI), of Vienna, Virginia, requests reconsideration of our decision in *Strategic Resources, Inc.*, B-423597.2, B-423597.3, Jan. 14, 2026, in which we denied SRI's protest of the issuance of a task order (TO) to 360 Patriot Enterprises, LLC, of Alexandria, Virginia, under request for proposals (RFP) No. W15QKN 25-R 0001. That task order was issued by the Department of the Army for military funeral honors and survivor outreach services. SRI argues that our decision contains errors of fact and law that warrant reconsideration.

We dismiss the request for reconsideration.

BACKGROUND

On January 22, 2025, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the Army issued the RFP to eligible holders of the agency's Human Resources Solutions Personnel Lifecycle Services indefinite-delivery, indefinite-quantity

(IDIQ) contract. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 5-6; see *also* Agency Report (AR), Tab 11, RFP Letter.¹ The RFP contemplated the issuance of a task order to provide the Army National Guard with military funeral honors and survivor outreach services. AR, Tab 49, RFP attach. 1, Performance Work Statement at 1.

The solicitation provided that the agency would make award based on a best-value tradeoff of two factors--technical and cost/price. AR, Tab 43, RFP attach. 5, Task Order Evaluation Plan (TOEP) at 1. The technical factor consisted of four areas: technical approach, staffing approach, management process, and transition plan. *Id.* at 5-7. Pertinent to this request for reconsideration, under the staffing approach portion of the technical factor, the RFP advised offerors that labor categories "should correlate back to those identified in the Basic Labor Category Descriptions Attachment under the base IDIQ contract." *Id.* at 6. The RFP further advised that "the Offeror may deviate from the definitions of the junior, mid-level, senior, and [subject matter expert] labor categories, however, **any deviations shall be clearly identified and explained in detail in the TO proposal.**"² *Id.*

Following the submission and evaluation of proposals, and a best-value tradeoff determination, the Army issued the task order to Patriot. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 17-18.

On June 6, SRI filed a protest with our Office challenging the award to Patriot, which we dismissed as academic after the Army took corrective action. *Strategic Resources, Inc.*, B-423597, July 7, 2025 (unpublished decision). After reevaluating the offerors' technical proposals, the agency again concluded that Patriot's proposal offered the best value and again issued the task order to Patriot. AR, Tab 58, Task Order Decision Document at 2; AR, Tab 59, Unsuccessful Offeror Notification at 1. On September 2, SRI filed another protest with our Office challenging the new award to Patriot, in which it challenged various aspects of the agency's evaluation of proposals and source selection decision. Relevant here, SRI's protest challenged the agency's evaluation of Patriot's proposal under the staffing approach portion of the technical factor. Specifically, SRI argued that Patriot's proposal should have been rejected as noncompliant because it proposed three new labor categories that did not correlate back to the IDIQ contract labor categories, and, according to SRI, offerors were not permitted to introduce new labor categories in their proposals for the task order. *Strategic Resources, Inc.*, B-423597.2, B-423597.3, *supra* at 12. Our decision denied this protest allegation, finding unreasonable the protester's interpretation of the solicitation as prohibiting offerors from proposing new labor categories. *Id.* at 13. Overall, we concluded that the agency's evaluation of proposals was reasonable and

¹ Citations are to the agency report provided in response to SRI's underlying protest, B-423597.2, B-423597.3.

² For additional background information, see *Strategic Resources, Inc.*, *supra*.

conducted in accordance with the solicitation's evaluation criteria. Accordingly, we found the agency's best-value tradeoff decision was unobjectionable. This request for reconsideration followed.

DISCUSSION

SRI requests reconsideration of the decision, asserting that it contains material errors of fact and law. Specifically, SRI asserts that "GAO erred as a matter of fact or law in holding that the proposal of entirely new labor categories was permitted under the terms of the RFP[.]" Req. for Reconsideration at 4. For the reasons discussed below, we find that the request for reconsideration rests solely on the repetition of arguments made in the original protest and therefore does not meet our standard for reconsideration.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party either must 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); *High Plains Computing, Inc.--d/b/a HPC Solutions--Recon.*, B-422934.2, Apr. 10, 2025, at 3. The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet this standard. *High Plains Computing, Inc.--d/b/a HPC Solutions--Recon.*, *supra*.

In its request, SRI repeats allegations it raised in the underlying protest, insisting that our decision contains errors of both fact and law that warrant reconsideration. To illustrate, the requester maintains that Patriot's proposal "was deficient and unawardable under the [RFP] because Patriot created new labor categories for purposes of this task order out of whole cloth, in violation of the unequivocal mandate in the RFP that an offeror's proposed labor categories must correlate with the labor categories under the base IDIQ contract underlying the task-order-level RFP." Req. for Reconsideration at 1. The requester asserts that our decision erred as a matter of fact because: (1) the "RFP unequivocally prohibited the proposal of labor categories which did not correlate to those under the base IDIQ contract"; (2) "the language referenced by the GAO [decision] as permitting such an approach in the base IDIQ contract was intentionally and expressly **excluded** from **this** RFP"; and (3) "the base IDIQ contract was explicit that requirements and evaluation criteria set forth in a task-order-level RFP were governing." *Id.* at 1.

The requester's first assertion--that our decision erred as a matter of fact because the RFP unequivocally prohibited the proposal of labor categories which did not correlate to those under the base IDIQ contract--was raised by SRI and considered by our Office during the original protest. See, e.g., Comments & Supp. Protest at 24 ("Patriot's proposal was non-compliant with the requirement that an offeror's proposed labor categories must correlate with the labor categories under the base IDIQ contract."); Supp. Comments at 2 ("The Record also confirms that Patriot's staffing approach was non-compliant with the material RFP requirement to propose labor categories which correlated to the base contract labor categories for the . . . [IDIQ] Suite contract vehicle.

. . . The Agency **does not dispute** that Patriot invented **new** labor categories in its proposal which **do not** correlate back to the base IDIQ contract vehicle. Rather, the Agency's only defense is that the RFP purportedly permitted such an approach[.]” but “[t]he plain language of the RFP clearly says otherwise[.]”); Supp. Comments at 15 (“The Agency’s arguments . . . are contrary to the stated criteria for **this** RFP, which unequivocally require that the labor categories proposed by an offeror be traceable to labor categories existing under the base contract[.]”).

Similarly, the requester’s second assertion--that our decision is based on factual error because the language referenced in the decision as permitting such an approach in the base IDIQ contract was intentionally and expressly **excluded** from **this** RFP--restates the same argument raised in the underlying protest. See, e.g., Supp. Comments at 17 (“The RFP evaluation criteria expressly incorporated **a portion** of the above-quoted language from Attachment 0004 to the base IDIQ contract, related to the permissibility of proposing deviations ‘from the definitions of the junior, mid-level, senior, and SME labor categories’[; h]owever, **conspicuously absent** from **this** RFP’s evaluation criteria was the language from Attachment 0004 to the base contract related to the proposal of new labor categories not included under the base IDIQ.”); *id.* at 17-18 (“[T]he language in Attachment 0004 to the base IDIQ contract permitting the proposal of newly created labor categories was expressly excluded from **this** RFP, and the stated RFP criteria requiring that all labor categories be correlated to labor categories under the basic IDIQ--*i.e.*, effectively prohibiting the proposal of newly created labor categories for this procurement--are controlling.”).

In this same vein, the requester’s third assertion--that our decision erred as a matter of fact because the base IDIQ contract was explicit that requirements and evaluation criteria set forth in a task-order-level RFP were governing--also was raised by SRI in the underlying protest. See, e.g., Supp. Comments at 17-18 (“Pursuant to both basic principles of federal procurement and the terms of the base IDIQ contract itself, the evaluation of proposals submitted in response to this task-order-level procurement was to be governed by **the RFP**, and the evaluation criteria contained therein.”); *id.* (“In other words, the evaluation criteria of this RFP were governing and not superseded by generalized statements in the base IDIQ contract or attachments thereto.”).

Next, the requester contends that our decision erred as a matter of law because it “adopted an unreasonable reading of these requirements which contravened the plain language of the RFP and the base IDIQ contract, introduced ambiguity into the RFP where none existed, and read inapplicable requirements into the RFP in violation of established canons of construction and interpretation--most notably, the doctrine of *expression unius est exclusio alterius*.” Req. for Reconsideration at 1. The record reflects, however, that SRI raised this same argument during the original protest. See, e.g., Supp. Comments at 17-18 (asserting that “the terms of the base IDIQ contract itself, the evaluation of proposals submitted in response to this task-order-level procurement was to be governed by **the RFP**, and the evaluation criteria contained therein[.]” meaning that “the evaluation criteria of this RFP were governing and not superseded by generalized statements in the base IDIQ contract or attachments

thereto.”); *id.* (“[T]he Agency’s express inclusion of **only a portion** of the language necessitates the exclusion of the unincorporated portion of the language, pursuant to the doctrine of *expressio unius est exclusio alterius*. See, e.g., *expressio unius est exclusio alterius*, BLACK’S LAW DICTIONARY (12th ed. 2024) (‘A canon of construction holding that to express or include one thing implies the exclusion of the other, or of the alternative’).”).

As noted above, our decision denied SRI’s arguments, finding unreasonable the protester’s interpretation of the solicitation.³ *Strategic Res., Inc.*, B-423597.2, B-423597.3, *supra* at 13. We explained that the protester’s arguments were based on the protester’s interpretation of the solicitation language as “incorporat[ing] conflicting language [from the IDIQ contract] which required that the labor categories proposed be correlated to the labor categories under the base IDIQ.” *Id.* at 12, *citing* Supp. Comments at 17. Our decision explained that, in response, the Army argued, based on language in the IDIQ contract, that “deviations from the IDIQ contract were allowed as long as the deviations were clearly identified and explained in the offeror’s proposal for the task order[,]” and that “Patriot clearly identified and explained the new labor categories in its proposal. *Id.* at 12, *citing* Supp. COS/MOL at 19-20.

We concluded that the “plain language of the IDIQ contract attachment allows an offeror to propose labor categories that are not included in the IDIQ contract when responding to task orders, and the TOEP referenced that IDIQ contract attachment with respect to labor category deviations. *Id.* at 13, *citing* AR, Tab 88, Basic Labor Category Descriptions Attachment at 2 (“Contractors may propose labor categories that are not included below when responding to task orders. Deviations shall be clearly identified and explained in proposals submitted in response to task order solicitations.”); TOEP at 6 (“Labor categories should correlate back to those identified in the Basic Labor Category Descriptions Attachment under the base IDIQ contract. As stated under the Background/Methodology Section of the Attachment, the Offeror may deviate from the definitions of the junior, mid-level, senior, and [subject matter expert] labor categories, however, **any deviations shall be clearly identified and explained in detail in the [task order]proposal.**”). Ultimately, we found that SRI’s interpretation “disregards the terms of the IDIQ contract and does not provide a basis to find the agency’s evaluation unreasonable.” *Strategic Res., Inc.*, B-423597.2, B-423597.3, *supra* at 13.

³ Note that our decision also dismissed SRI’s argument that “the TOEP conflicted with the terms of the IDIQ contract such that offerors were precluded from adding labor categories in their task order proposals.” *Strategic Res., Inc.*, B-423597.2, B-423597.3, *supra* at 13, n.9. We explained that any “perceived contradiction created a patent ambiguity” that SRI was required to challenge prior to proposal submission. *Id.* Because SRI’s “interpretation of the TOEP conflicted with the terms of the IDIQ contract,” [but] SRI did not challenge the ambiguity prior to proposal submission[,]” we did not consider the protester’s untimely allegation. *Id.*

In sum, as discussed in detail above, the issue of the appropriateness of the awardee's proposal of three new labor categories was thoroughly adjudicated through record development and was addressed in our decision. Thus, the request for reconsideration rests solely on the repetition of arguments made in the original protest and thereby expresses only disagreement with our decision denying that protest. Accordingly, it does not meet the standard for reconsideration.

The request for reconsideration is dismissed.

Edda Emmanuelli Perez
General Counsel