

**United States Small Business Administration
Office of Hearings and Appeals**

VSBC Protest of:

General Services Administration,

Protestor,

Re: DecisionPoint-Agile Defense Joint
Venture, LLC

Solicitation No. 47QTCB22R0007

SBA No. VSBC-451-P

Decided: December 17, 2025

ORDER DENYING PROTEST

I. Solicitation and Protest

On September 8, 2025, the General Services Administration (Protestor) protested the Service-Disabled Veteran-Owned Small Business (SDVOSB) status of DecisionPoint-Agile Defense Joint Venture, LLC (DecisionPoint), in connection with Solicitation No. 47QTCB22R0007, to the Small Business Administration (SBA) Office of Hearings and Appeals (OHA) for review. OHA adjudicates SDVOSB status protests under 15 U.S.C. 657f and 13 C.F.R. part 134 subpart J.

The North American Industry Classification System (NAICS) code for the instant procurement is 541512 — Computer Systems Design Services — with a corresponding \$30 million annual receipts size standard. The Solicitation is set-aside for SDVOSB small business concerns, and is for a multiple-award indefinite-delivery, indefinite-quantity contract with no contract ceiling. The Solicitation is a Polaris Governmentwide Acquisition Contract (GWAC).

Protestor claimed that DecisionPoint's Joint Venture agreement appears to lack provisions required by the applicable regulations. Protestor contended these missing elements are:

- “Itemizing all major equipment, facilities, and other resources to be furnished by each party to the joint venture, with a detailed schedule of cost or value of each, where practical. . . .” (Protest at 2).
- “[T]hat the final original records be retained by the SDVOSB managing venturer upon completion of the SDVOSB Program contract performed by the joint venture.” *Ibid.*

- “[T]hat a project-end profit and loss statement, including a statement of final profit distribution, must be submitted to SBA no later than 90 days after completion of the contract.” *Ibid.*

On this basis, Protestor contends that DecisionPoint is not an eligible SDVOSB for the purposes of the subject procurement.

II. Motion to Dismiss, Response, and Supplemental Exhibit

On September 19, 2025, Counsel for DecisionPoint filed a Motion to Dismiss the instant Protest, asserting that the predecessor contracting officer in this same procurement filed a materially identical protest against DecisionPoint in 2024, and OHA decided the precise matters at issue here in favor of DecisionPoint. *See Size Appeal of DecisionPoint-Agile Defense Joint Venture LLC*, SBA No. SIZ-6336 (2025). (“*DecisionPoint I*”). Therefore, OHA's decision in SIZ-6336 is *res judicata* and bars the current protest. (Motion to Dismiss at 1-2).

DecisionPoint also notes that Protestor's citations to FAR 52.207-6, 13 C.F.R. § 125.18 and/or 13 C.F.R. § 125.9 are incorrect. FAR 52.207-6 and 13 C.F.R. § 125.9 bear no relationship to the alleged JV Agreement issues, and 13 C.F.R. § 125.18 does not currently exist as a regulation. (Motion to Dismiss at 2).

DecisionPoint also provided Exhibits showing that the joint venture's protégé firm (DecisionPoint Corp.) is an SDVOSB certified by SBA (*See* Exh. 2), and that DecisionPoint-Agile Defense Joint Venture LLC is “designated as a VOSB or SDVOSB joint venture in SAM with the VOSB or SDVOSB-certified joint venture partner identified” per 13 C.F.R. § 128.402. (*See* Exhibit 3).

On November 19 — after OHA granted an extension to all parties following the government shutdown due to the lapse in federal appropriations — Protestor filed a response to DecisionPoint's Motion to Dismiss. In its response, Protestor contended that this protest does not meet the legal threshold for *res judicata*, and that *DecisionPoint I* did not decide the precise matter at issue in the instant protest.

Protestor notes that the instant protest concerns the offeror's SDVOSB status in connection with a SDVOSB set-aside solicitation — 47QTCB22R0007. By contrast, *DecisionPoint I* only addressed the offeror's size status under a separate small business set-aside solicitation — 47QTCB22R0001. Protestor argues that these are legally distinct determinations, governed by different statutes and regulations, and which require different factual findings and elements of proof. Simply put, a size determination does not resolve, nor does it preclude, an SDVOSB eligibility determination. (Response at 1).

Also on November 19, DecisionPoint filed a Motion to Supplement the Record, attaching an SBA Department of Government Contracting (D/GC) decision dated October 6, 2025, in HUBZone Protest for Solicitation No. 47QTCB22R0006. (“HUBZone Decision”). The HUBZone Decision involved the HUBZone portion of the same Polaris GWAC as is at issue in the instant matter, which is also the same GWAC at issue in *DecisionPoint I*. DecisionPoint

contends that the HUBZone Decision provides still further reason to grant their Motion to Dismiss on *res judicata* grounds.

III. Discussion

Under the doctrine of *res judicata*, a final judgment on the merits bars further claims by the parties or their privies based on the same cause of action. *See generally Montana v. United States*, 440 U.S. 147, 153 (1979); *Ammex, Inc. v. United States*, 334 F.3d 1052, 1055 (Fed. Cir. 2003); Restatement (Second) Judgments § 17 (1982). The related doctrine of issue preclusion, also known as collateral estoppel, prevents re-litigation of the same issues that were decided in a prior case involving the same parties. *Montana*, 440 U.S. at 153; Restatement (Second) Judgments § 27 (1982).

Issue preclusion is appropriate when four conditions are met: “(1) the issue is identical to one decided in the first action; (2) the issue was actually litigated in the first action; (3) resolution of the issue was essential to a final judgment in the first action; and (4) plaintiff had a full and fair opportunity to litigate the issue in the first action.” *In re Freeman*, 30 F.3d 1459, 1465 (Fed. Cir. 1994).

All four elements are present here, both with respect both to OHA's decision in *DecisionPoint I* and the HUBZone Decision from D/GC. In both matters, Protestor was the party opposing *DecisionPoint*. In both matters, Protestor cited a supposed lack of JVA provisions requiring the joint-venture entity to:

- itemize all major equipment, facilities, and other resources
- have the final original records be retained by the SDVOSB managing venturer; and
- ensuring that a project-end profit and loss statement, including a statement of final profit distribution, be submitted to SBA.

The central holding of *DecisionPoint I* was that the SBA Area Office erred in failing to consider Appellant's Operating Agreement, and in failing to find that Appellant's JVA and Operating Agreement, taken together, complied with SBA regulations. *DecisionPoint I* cited, among other provisions, Sections 5.17, 10, 11.7, and 11.8 of *DecisionPoint*'s Operating Agreement. D/GC's HUBZone Decision cited these exact same sections of the Operating Agreement in its own determination finding *DecisionPoint* to be compliant with SBA regulations.

Protestor is not wrong in asserting that there are certain regulations that make the SDVOSB eligibility determinations distinct from size determinations, just as both programs have elements that make them distinct from HUBZone determinations. However, Protestor did not choose to bring any new, SDVOSB-specific cause of action to this proceeding, instead choosing to re-litigate the same issues, relating to the same underlying Polaris GWAC procurement, that have already been adjudicated — not only by SBA more broadly, but by OHA specifically.

Accordingly, I find that, under the doctrine of issue preclusion, Appellant is barred from re-litigating issues already decided in *DecisionPoint I*. These same issues are dispositive of the instant protest; the instant protest must therefore be denied.

IV. Conclusion

For the above listed reasons, I DENY the instant protest. This is the final decision of the U.S. Small Business Administration. 13 C.F.R. § 134.1112(d).

CHRISTOPHER HOLLEMAN
Administrative Judge