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# Decision

**Matter of:** Integral Federal, Inc.

**File:** B-423672

**Date:** August 1, 2025

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

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## DIGEST

Protest that the agency unreasonably evaluated the protester's proposal and violated federal regulation by not amending the solicitation is dismissed for lack of jurisdiction where the awarded value of the task order is below the threshold for GAO jurisdiction, notwithstanding that the awardee's proposed price exceeded that threshold.

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## DECISION

Integral Federal, Inc., a small business of McLean, Virginia, protests the issuance of a task order to The SURVICE Engineering Company, LLC (Survive), a small business of Belcamp, Maryland, by the Department of the Army, Army Contracting Command--Aberdeen Proving Ground, under request for proposals (RFP) No. W911QX-25-R-A001, issued for research and development services. The protester challenges various aspects of the agency's evaluation of its proposal and asserts that the agency violated Federal Acquisition Regulation (FAR) section 15.206(a) by failing to amend the RFP when the Army's requirements allegedly changed.

We dismiss the protest.

## BACKGROUND

The agency issued the RFP on April 16, 2025, to firms holding the Army's Responsive Strategic Sourcing for Services (RS3) multiple-award, indefinite-delivery, indefinite-quantity (IDIQ) contract, using the procedures of FAR part 16. Protest, exh. 6,

RFP at 52.<sup>1</sup> The RFP sought research and development services to support the Army Combat Capabilities Development Command Analysis Center. Protest, exh. 7, Performance Work Statement at 55. The RFP anticipated the award of a hybrid task order with both firm-fixed-price contract line item numbers (CLINs) and cost-no-fee CLINs, with a period of performance of a base year, four 1-year option periods, and a 6-month extension period. RFP at 35. The solicitation contemplated award on a best-value tradeoff basis, considering four factors: transition-in plan, technical, cost/price, and small business participation plan. *Id.* at 38-48, 50.

By the May 15 due date for receipt of proposals, two firms submitted proposals: Integral and Survice. On June 4, the agency informed the protester that it was not the successful offeror and that the agency had awarded the task order to Survice for \$28,551,706.<sup>2</sup> Protest, exh. 2, Notice to Unsuccessful Offeror at 16. On June 12, the Army provided Integral with a debriefing. As relevant here, that debriefing included the following note: “This action was awarded for \$28,551,705.63. Prior to award it was determined certain labor categories were determined to no longer be required, therefore they were not included as part of the award.” Protest, exh. 1, Debriefing at 11. On June 13, Integral submitted questions regarding the debriefing, and on June 20, the agency responded.<sup>3</sup> On June 25, this protest followed.

## DISCUSSION

Our Office has jurisdiction to hear a protest of the issuance or proposed issuance of a task order by a defense agency if one of two conditions are met: first, if the protester alleges that the order increases the scope, period, or maximum value of the IDIQ contract under which the order was issued, or second, if the protester challenges an order “valued in excess” of \$35,000,000. 10 U.S.C. § 3406(f)(1). Our analysis below considers the second condition; there is no assertion that the protest meets the first.

In addition to challenging various aspects of the agency’s evaluation of its proposal, the protester argues that the Army’s decision to eliminate certain labor categories from the awarded task order constitutes a material change to the agency’s requirements that should have prompted the agency to amend the solicitation. Protest at 12. Integral

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<sup>1</sup> The protest exhibits are contained within one Adobe pdf, and page citations are to the pdf page numbers.

<sup>2</sup> While the notice stated that the award value was \$28,551,706, a chart included in the notice with Integral’s and Survice’s ratings under the various evaluation factors displayed Survice’s proposed cost as \$39,166,805. Protest, exh. 2, Notice to Unsuccessful Offeror at 16-17. Integral’s proposed cost was \$32,291,583. *Id.* at 17.

<sup>3</sup> One of Integral’s follow-up questions asked if any of the removed labor categories included key personnel positions, to which the agency responded that the removal of certain unnecessary labor categories was “done after the evaluations were completed” and did not include the removal of key personnel positions. Protest, exh. 5, Resp. to Debriefing Questions at 33.

points to the FAR requirement that, where an agency's requirements materially change after a solicitation has been issued, the agency issue an amendment to notify offerors of the changed requirements and afford them an opportunity to respond. See FAR 15.206(a). The protester argues that, "[b]ut for the [a]gency's failure to amend the RFP to reflect its changed requirements in violation of FAR 15.206(a) described herein, this challenged award would meet the \$35 million dollar value threshold applicable to [Department of Defense] task order protests." Protest at 4.

In response, the agency requests dismissal of the protest, contending that the value of the awarded order falls below the applicable jurisdiction threshold for our Office to consider the protest. Specifically, the Army argues that the awarded value of the task order is below the \$35 million jurisdictional threshold for protests of task orders issued against Department of Defense IDIQ contracts and contends that this awarded value controls for purposes of determining jurisdiction. Req. for Dismissal at 6-7. The agency asserts that the question of jurisdiction should not turn on the outcome of the merits of Integral's protest grounds, but rather on the actual value of the awarded task order, in accordance with decisions issued by our Office. *Id.*

We agree with the agency that the awarded value of the task order controls for the purpose of determining jurisdiction. We previously have stated that the default rule is that contract value, for the purpose of determining jurisdiction, will be determined by the amount of the contract award. *ELS, Inc.*, B-421989, B-421989.2, Dec. 21, 2023, 2024 CPD ¶ 11 at 4; see also *Goldbelt Glacier Health Servs., LLC*, B-410378, B-410378.2, Sept. 25, 2014, 2014 CPD ¶ 281 at 2 ("[W]here an order has in fact been issued by the government, we view the jurisdictional limit to turn on the value of the disputed order, which is reflected in the terms of the order itself since the order defines the scope and terms of the contractual commitment between the selected contractor and the government."); *Basic Eng'g Concepts & Techs., Inc.--Recon.*, B-409231.4, Feb. 6, 2015, 2015 CPD ¶ 74 at 5 ("[D]eferring evaluating whether the [ ] jurisdictional [ ] threshold is satisfied until after consideration of the merits of the protest would improperly make jurisdiction dependent on the outcome of the substantive merits of the protest.").

In response, the protester attempts to differentiate between the decisions that the agency has cited and the facts at issue here. Integral argues that none of our decisions involve FAR section 15.206(a) "or a clear agency regulatory violation"; rather, they involve "the agency's *discretionary evaluation* of the awardee's proposed price." Resp. to Req. for Dismissal at 5-6. The protester insists that Survice's proposed price, \$39,166,805, "exceeds GAO's jurisdictional bar, and given the Army's violation of FAR 15.206(a), is the amount GAO should use to assess its jurisdiction." *Id.* at 6. Integral argues that this proposed price is "necessarily" the award amount, because it was the value of the offer evaluated and accepted by the agency. *Id.* at 9.

The protester's attempt to differentiate between the prior decisions and the facts here rely on distinctions without meaning. For example, Integral argues that the protest at issue deals with a "clear agency regulatory violation," which we view as using circular logic by assuming the outcome of the merits of its protest will determine the value of the

task order. See Resp. to Req. for Dismissal at 5. In other words, just like the decisions cited above, the protester focuses on what it believes to be the “true” value of the task order as reflected in the merits of its protest arguments rather than the actual awarded value. Indeed, despite the protester’s assertion that Survice’s \$39,166,805 proposed price “was the value of the offer evaluated and accepted by the agency,” the record clearly shows that the value of the task order the agency awarded to Survice was \$28,551,706. Resp. to Req. for Dismissal at 9; Req. for Dismissal, exh. 2, Contract Action Report at 1.

We do not find convincing Integral’s argument that the facts here support deviating from an established general rule because the protester alleges a regulatory violation rather than challenging the agency’s evaluation of the awardee’s price. In sum, the protester cannot “bootstrap” the task order jurisdiction threshold to the merits of its protest based on an alleged regulatory violation. The awarded value of the task order here is below the \$35 million threshold; accordingly, our Office does not have jurisdiction to consider the protest.

The protest is dismissed.

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General Counsel