



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: Network Designs, Inc.

File: B-423525; B-423525.2

Date: August 8, 2025

John M. Manfredonia, Esq., Manfredonia Law Offices, LLC, for the protester.
James J. McCullough, Esq., Michael J. Anstett, Esq., and Robert C. Starling, Esq.,
Fried, Frank, Harris, Shriver & Jacobson LLP, for the intervenor.
Laura D. Mayberry, Esq., Gordon R. Jimison, Esq., and Nathan E. Mires, Esq.,
Department of Justice, for the agency.
Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protester is not an interested party to challenge the modification of a task order issued under a multiple-award indefinite-delivery, indefinite-quantity contract as outside the scope of the task order where the protester does not hold the relevant contract.

DECISION

Network Designs, Inc. (NDi), of McLean, Virginia, protests the actions of the Department of Justice (DOJ) in procuring information technology (IT) modernization, operations, and maintenance services in support of the DOJ Antitrust Division. NDi, a contractor that was providing the services at the time the firm filed this protest, contends that DOJ improperly transferred performance of these services to Leidos, Inc., of Reston, Virginia.

We dismiss the protest.

BACKGROUND

In May 2018, DOJ awarded several Information Technology Support Services (ITSS-5) indefinite-delivery, indefinite quantity (IDIQ) contracts, including one to NDi. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 2.¹ At the time, NDi was a service-disabled veteran-owned small business (SDVOSB) qualified to compete for

¹ Citations to the record refer to the documents' internal Adobe PDF pagination.

work set aside for SDVOSBs under a specific “track” of the ITSS-5 contract.² COS/MOL at 2. In May 2022, DOJ issued NDi a task order under the ITSS-5 contract to provide IT modernization support to DOJ’s Antitrust Division. *Id.* The task order provided for a 1-year base period and up to four additional 1-year option periods. *Id.*

In May 2025, DOJ notified NDi that the agency did not intend to exercise the task order’s third option period. Protest at 3. As a result, NDi’s task order performance ended as of June 30, 2025. *Id.* At the same time, DOJ also “notified NDi verbally that the IT Infrastructure, Modernization, Operation, and Maintenance work NDi [was] providing under the Task Order [would] be transferred to Leidos.” *Id.* In this conversation, the agency “did not specify exactly how” this work would be moved to Leidos. *Id.* at 3 n.2.

On May 9, NDi filed this protest with our Office. In the initial protest, NDi did not challenge the agency’s decision not to exercise the third option period of NDi’s task order; rather, NDi argued that the award or “transfer” of the work to Leidos was an improper sole-source award. Protest at 3-5.

In response to the protest, the agency explained that it had modified an existing task order with Leidos to add the IT modernization work that NDi had been performing for DOJ’s Antitrust Division. Req. for Dismissal at 2. According to the agency, Leidos holds a contract under the Alliant 2 governmentwide acquisition contract (GWAC).³ COS/MOL at 3. In 2020, DOJ issued a task order to Leidos under the Alliant 2 GWAC--commonly referred to as “the Enterprise Standard Architecture (ESA) V order”--for IT support services. *Id.* In April 2025, the agency modified the ESA V task order, resulting in an increase of \$8,284,453.76 to the overall value of the task order. Agency Report (AR), Tab 9c, Leidos Modification at 39. This modification included not only the IT modernization work previously performed by NDi, but it also increased staffing for other work that Leidos was already performing under the task order. COS/MOL at 4-5. Inclusive of the modification, the total value of the ESA V task order is presently more than \$833 million. *Id.* at 6.

Upon learning that the work had been awarded to Leidos *via* a task order modification, NDi filed a supplemental protest asserting that “the transfer of work from NDi to Leidos

² The agency asserts--and the protester does not deny--that, as of the date of this protest, NDi no longer qualifies as an SDVOSB because it is not a small business. See Req. for Dismissal at 6; Resp. to Req. for Dismissal at 6.

³ GWACs are pre-competed, multiple-award, IDIQ contracts that agencies can use to buy total IT solutions, including both products and services. *C3-aj, Inc.--Recon.*, B-421337.3, May 30, 2023, 2023 CPD ¶ 132 at 2 n.2. The Alliant 2 GWAC provides “complete and flexible IT solutions worldwide.” Alliant 2 Governmentwide Acquisition Contract (GWAC), <https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/gwacs/alliant-2> (last visited July 31, 2025).

is improper as it exceeds and increases the scope of the Leidos Task Order.” Supp. Protest at 7.

DISCUSSION

NDi argues that the agency improperly modified Leidos’s task order to add a requirement for DOJ’s Antitrust Division IT support services, previously performed by NDi. According to the protester, the modification “exceeds and increases the scope of” Leidos’s task order under the firm’s Alliant 2 GWAC and is therefore “tantamount to an improper sole source procurement.” Supp. Protest at 7. The agency argues that the protester is not an interested party to challenge the modification of Leidos task order because the protester does not hold an Alliant 2 contract.⁴ COS/MOL at 12-13. For the reasons discussed below, we conclude that NDi is not an interested party to contest the modification as outside the scope of the task order.

Our Office will generally not review protests of allegedly improper contract modifications because such matters are related to contract administration and therefore not subject to review pursuant to our bid protest function. 4 C.F.R. § 21.5(a); *DOR Biodefense, Inc.; Emergent BioSolutions*, B-296358.3, B-296358.4, Jan. 31, 2006, 2006 CPD ¶ 35 at 6. Even if a contract modification arguably is significant, absent a showing that the modification is beyond the scope of the original contract, we view the modification as a matter of contract administration. *Alliant Sols., LLC*, B-415994, B-415994.2, May 14, 2018, 2018 CPD ¶ 173 at 7. An exception to this rule applies when there is an allegation that a modification improperly exceeds the scope of the contract and therefore should have been the subject of a new procurement. *Leupold Stevens Inc.*, B-417796, Oct. 30, 2019, 2019 CPD ¶ 397 at 5-6.

In the context of a multiple-award IDIQ contract--such as the one here--allegations that a task order is outside the scope of the underlying IDIQ contract are similarly subject to

⁴ As an initial matter, the agency requested dismissal of the protest based on task order jurisdiction. Req. for Dismissal at 2-4. Relevant here, our Office is authorized to hear protests of task orders valued in excess of \$10 million placed under civilian agency IDIQ contracts. 41 U.S.C. § 4106(f)(1)(B). The agency argues that we do not have jurisdiction to consider NDi’s protest because the “incremental cost added to the ESA V order by this modification” associated with the work that NDi previously performed under the ITSS-5 contract is less than \$10 million. Req. for Dismissal at 3; COS/MOL at 13-14. The agency, however, represented that the calculation of the incremental cost “was done in response to this protest” and declined to produce any documents that specifically supported the calculation. Resp. to Document Objections at 3. The protester, on the other hand, asserts that the relevant value is the value of the task order overall. Resp. to Req. for Dismissal at 3. Including the modification at issue here, the ESA V task order value is more than \$833 million. COS/MOL at 6. Because, as discussed below, we find that the protester is not an interested party to maintain this protest, we need not resolve here the question of the correct measure of value in the context of a task order modification.

our review. *DynCorp Int'l LLC*, B-402349, Mar. 15, 2010, 2010 CPD ¶ 59 at 6. We do so because the protester is alleging that the agency has subverted competition by awarding--without competition--work that would otherwise be subject to the statutory requirement for full and open competition under the Competition in Contracting Act of 1984 (CICA), absent a valid determination that the work is appropriate for procurement on a sole-source basis or with limited competition. 41 U.S.C. § 4106(c); 41 U.S.C. § 3301; *Leupold Stevens Inc.*, *supra* at 6. In this regard, we will also review allegations that a task order modification improperly exceeds the scope of the task order, itself. *Alliant Solutions, LLC*, B-415994, B-415994.2, May 14, 2018, 2018 CPD ¶ 173 at 7. There, the concern is that the agency has improperly evaded obligations to provide IDIQ contract holders a fair opportunity to compete for requirements. *See id.*

Here, the protester alleges DOJ's modification of Leidos's task order to add the IT modernization work--previously performed by NDi--"amounts to a sole-source contract award to Leidos." Comments at 1. In this connection, NDi does not argue that the task order modification is beyond the scope of the Alliant 2 GWAC. *See generally* Supp. Protest; Comments. Rather, the gravamen of NDi's protest is that the firm was "denied a fair opportunity to compete for work it had performed as the incumbent over the past three years" and that the "core issue of this protest is whether the modified Leidos Task Order falls within the scope of the ESA V performance work statement." Comments at 1-2. Thus, by NDi's own admission, the protester's challenge is whether the modification to the task order falls within the scope of the ESA V task order, itself. Relevant here, the protester does not hold an Alliant 2 contract. Comments at 1, 3. NDi had been performing the IT modernization work under a task order issued under the ITSS-5 contract, a separate multiple-award IDIQ contract.

Under the bid protest provisions of CICA, only an "interested party" may protest a federal procurement. An interested party is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award a contract--or in this case, task order. 4 C.F.R. § 21.0(a)(1). Where a firm would not be in line for the issuance of a task order even if its protest were sustained, the firm is not an interested party within the meaning of our Bid Protest Regulations. *CueBid Techs., Inc.*, B-423161.7, June 4, 2025, 2025 CPD ¶ 134 at 5. If a protester does not hold the relevant IDIQ, it is not in line for issuance of a task order under that IDIQ contract. *Nolij Consulting, LLC*, B-421563, July 3, 2023, 2023 CPD ¶ 166 at 6-7.

In this respect, only IDIQ contract holders are interested parties to assert that a modification is outside the scope of a task order such that the work should have been competed under the IDIQ contract. *Id.* For example, in *Alliant Solutions*, we found that the protester was an interested party to challenge a modification that was allegedly outside of the scope of a task order, because that modification was "tantamount to the sole-source award of a task order," and as a holder of the IDIQ contract, the protester's "direct economic interest is affected by [the agency's] decision to not conduct a competition for the work encompassed by [the modification] among GWAC holders." *Alliant Solutions, LLC*, *supra* at 6 n.10. We noted that the protester "was prejudiced

because it could have been in line for award of a task order had the [modification] requirements been competed among” GWAC holders. *Id.* at 10.

Here, NDi does not hold the Alliant 2 GWAC under which the ESA V task order was issued and modified. Comments at 1. Accordingly, we conclude that NDi is not an interested party to challenge the agency’s modification of Leidos’s task order as falling outside the scope of the ESA V task order.⁵ *Nolij Consulting, LLC, supra* (dismissing protest alleging violation of fair opportunity to compete where the protester was not an IDIQ contract holder).

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

⁵ In its initial protest, before NDi knew that the work had been awarded to Leidos *via* a task order modification, the protester argued that an award to Leidos would be improper because the work should be set aside for competition among small businesses. Protest at 4-5. It is unclear whether NDi would be an interested party to raise these arguments given that it does not currently qualify as a small business. *See Nolij Consulting, LLC, supra* at 6 (dismissing protest regarding compliance with small business requirements where protester was not an eligible small business). In any event, after the agency asserted that the arguments were inapplicable in the context of a task order modification, the protester asserted its arguments were valid provided our Office found that the task order modification was outside scope and therefore equivalent to “a new procurement.” Comments at 10. Because the protester has not raised an argument that the task order modification was outside the scope of the GWAC and therefore should be construed as a new procurement, we do not reach the small business arguments. *See AB Int’l Servs., LLC, B-419727.3, Mar. 21, 2023, 2023 CPD ¶ 79* at 15 n.14 (declining to reach argument not relevant to resolution of the protest).