U.S. GOVERNMENT ACCOUNTABILITY OFFICE
441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Integral Federal, Inc.-- Reconsideration

File: B-423672.2

Date: December 8, 2025

Anuj Vohra, Esq., Cherie J. Owen, Esq., and Roxanne N. Cassidy, Esq., Crowell & Moring LLP, for the protester.
Jonathan A. Hardage, Esq., Department of the Army, for the agency.
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DIGEST

Request for reconsideration is dismissed where it only repeats arguments previously presented in the underlying protest.

DECISION

Integral Federal, Inc., a small business of McLean, Virginia, requests reconsideration of our decision in *Integral Federal, Inc.*, B-423672, Aug. 1, 2025, 2025 CPD ¶ 185, in which we dismissed the protest for lack of jurisdiction because the value of the challenged task order fell below the relevant jurisdictional dollar threshold of $35 million. The requester contends that our Office erred in determining the value of the task order without first addressing the merits of the requester's allegation that the agency improperly failed to amend the solicitation in response to changed requirements.

We dismiss the request for reconsideration.

BACKGROUND

The requester filed a protest with our Office challenging the issuance of a task order to The SURVICE Engineering Company, LLC (Survice), a small business of Belcamp, Maryland, pursuant to request for proposals (RFP) No. W911QX-25-R-A001, issued by the Department of the Army, Army Contracting Command--Aberdeen Proving Ground, for research and development services. *Integral Fed.*, *supra* at 1. The requester challenged various aspects of the agency's evaluation of its proposal and asserted that the agency violated Federal Acquisition Regulation (FAR) section 15.206(a) by failing to amend the RFP when the agency's requirements allegedly changed. *Id.*

Relevant to the issues here, the agency received proposals from two offerors--the requester and Survice--by the RFP's May 15, 2025, due date for receipt of proposals. *Id.* at 2. On June 4, the agency notified the requester that its offer was unsuccessful and the agency had issued the task order to Survice. *Id.* While the notice included a chart stating that Survice's proposed cost was $39,166,805,[1] it further stated that the task order had been issued for $28,551,706 because "it was determined certain labor categories were determined to no longer be required, therefore they were not included as part of the award." *Id.* (internal quotation marks omitted).

The agency requested dismissal of the protest, arguing that our Office lacked jurisdiction because the value of the issued task order fell below the $35 million jurisdictional threshold for protests of task orders issued under Department of Defense indefinite-delivery, indefinite-quantity (IDIQ) contracts established by 10 U.S.C. § 3406(f). *Id.* at 3. We agreed that the value of the issued task order--$28,551,706--controlled for the purpose of determining jurisdiction and consequently concluded that our Office did not have jurisdiction to consider the protest. *Id.* at 3-4. We therefore dismissed it. *Id.* at 4.

This request for reconsideration followed.

DISCUSSION

To obtain reconsideration, our Bid Protest Regulations require that the requesting party set out the factual and legal grounds upon which reversal or modification of the decision is deemed warranted, specifying any material errors of law made or information not previously considered. 4 C.F.R. § 21.14(a). The repetition of arguments made during our consideration of the original protest and disagreement with our decision do not meet this standard. 4 C.F.R. § 21.14(c); *Epsilon Sys. Sols., Inc.--Recon.*, B-414410.3, Sept. 20, 2017, 2017 CPD ¶ 292 at 3.

The requester asserts that our decision dismissing its protest contains multiple errors of law with respect to the conclusion that the value of the issued task order fell below the relevant $35 million threshold and that our Office therefore lacked jurisdiction to consider the protest. Each of the requester's arguments, however, only repeats arguments that it made in response to the agency's request for dismissal of the underlying protest.

To illustrate, the requester first contends that our decision failed to follow Supreme Court precedent regarding consideration of merits questions when they are intertwined with jurisdictional questions, but that contention restates the same argument raised in

[1] The requester's proposed cost, without adjustment for the descoped labor categories, was $32,291,583. *Integral Fed.*, *supra* at 2 n.2.

the underlying protest. *Compare* Req. for Recon. at 5-7 *with* Resp. to Req. for Dismissal at 3-5.

Next, the requester argues that our decisions examining task order value for jurisdictional purposes are distinguishable from the facts here, as "each of those decisions considered a discretionary ***evaluation*** of the awardee's proposed price[,]" and did not "involve[] a regulation such as FAR [section] 15.206(a) containing a ***mandatory*** requirement an agency failed to follow."[2] Req. for Recon. at 7. The requester made the identical argument in the underlying protest. *Compare* Req. for Recon. at 7-9 *with* Resp. to Req. for Dismissal at 5-7.

The requester further raises a prudential concern that "agencies may circumvent GAO scrutiny over task orders entirely by, after evaluation, but before award, determining that certain aspects of an identified scope of work are 'no longer required,' and then reducing the award of the task order to an amount below the jurisdictional threshold without complying with the mandate at FAR [section] 15.206(a)." Req. for Recon. at 9-10. Again, however, the requester made the identical argument in the underlying protest. *Compare* Req. for Recon. at 9-10 *with* Resp. to Req. for Dismissal at 7-8. Indeed, in raising that argument in its request for reconsideration, the requester quotes directly from its response to the request for dismissal. *See* Req. for Recon. at 9-10 (quoting Resp. to Req. for Dismissal at 7-8).

Finally, the requester contends that $28,551,706 cannot represent the value of the issued task order "because no valid contract for that value existed[,]" arguing that because Survice's proposed cost was $39,166,805, the agency only could have accepted an offer in that amount. Req. for Recon. at 10-11. The requester made that same argument in response to the agency's request for dismissal. *Compare id. with* Resp. to Req. for Dismissal at 8-10. As with the previous argument, the requester

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[2] Section 15.206 of the FAR requires that, "[w]hen, either before or after receipt of proposals, the Government changes its requirements or terms and conditions, the contracting officer shall amend the solicitation." FAR 15.206(a). The regulations governing task and delivery order competitions under FAR part 16 do not specify whether the requirements of FAR section 15.206 apply. *See* FAR 16.505. However, for task order competitions exceeding $6 million (recently amended to $7.5 million, effective as of October 1, 2025, *see* Inflation Adjustment of Acquisition-Related Thresholds, 90 Fed. Reg. 41,872, 41,878 (Aug. 27, 2025))--such as the one here--the FAR requires the agency to provide all IDIQ contract holders the fair opportunity to be considered for each order, which includes a "notice of the task or delivery order that includes a clear statement of the agency's requirements." FAR 16.505(b)(1)(iv)(A). Accordingly, our Office has considered challenges to whether an agency should have amended a solicitation after a change in the agency's requirements in task and delivery order competitions. *The Mission Essential Grp., LLC*, B-421504.4, B-421504.5, Nov. 29, 2023, 2025 CPD ¶ 231 at 9 n.10.

expressly acknowledges the repetition. *See* Req. for Recon. at 10 (citing Resp. to Req. for Dismissal at 9-11).

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 dismissing that protest. Accordingly, it does not meet the standard for reconsideration, and we dismiss the request.

Moreover, as we have noted, Congress has authorized our Office to consider protests of task or delivery orders issued under Department of Defense IDIQ contracts only under certain circumstances. *See ManTech Advanced Sys. Int'l, Inc.*, B-422733.4, Oct. 9, 2024, 2024 CPD ¶ 255 at 3 (discussing jurisdictional grant under the Federal Acquisition Streamlining Act of 1994 (FASA), Pub. L. No. 103-355, § 1004, 108 Stat. 3243, 3252-53 (1994), as amended); *ESCO Marine, Inc.*, B-401438, Sept. 4, 2009, 2009 CPD ¶ 234 at 4 (same). Relevant here, that limited grant of jurisdiction includes consideration of "a protest of an order valued in excess of $35,000,000." 10 U.S.C. § 3406(f)(1)(B). Thus, the question of jurisdiction under that statutory provision turns on a single question: the value of the order. Neither the language nor the legislative history of the statute defines the term "valued," *see ESCO Marine*, *supra* at 5, and our decisions have discussed how an order's value should be determined for jurisdictional purposes in various circumstances.

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. Thus, we have concluded that "where 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." *Goldbelt Glacier Health Servs., LLC*, B-410378, B-410378.2, Sept. 25, 2014, 2014 CPD ¶ 281 at 2, *req. for recon. denied*, *Goldbelt Glacier Health Servs., LLC--Recon.*, B-410378.3, Feb. 6, 2015, 2015 CPD ¶ 75.

In limited circumstances involving either unconventional methods for compensating the contractor or an unusual price evaluation technique, however, we have concluded that although the term "value" is often used synonymously with price or cost, that term as used in our statutory grant of authority may also refer to the funds earned or recovered by a contractor during performance of the order. *See, e.g.*, *Karthik Consulting, LLC*, B-411496, May 26, 2015, 2015 CPD ¶ 164; *Qwest Gov't Servs., Inc.*, B-404845, Mar. 25, 2011, 2011 CPD ¶ 77 at 2-3; *U.S. Bank*, B-404169.3, Feb. 15, 2011, 2011 CPD ¶ 43 at 3-6; *ESCO Marine*, *supra* at 4-6. In such cases, the operative inquiry concerns the value of the goods or services being provided, and for which the contractor is, in fact, being compensated under the order. *Karthik Consulting*, *supra* at 2; *Qwest*, *supra* at 3; *see also Owens & Minor Distrib., Inc. et al.*, B-422689 *et al.*, Sept. 16, 2024, 2024 CPD ¶ 223 at 7-8 (discussing decisions).

Thus, in all instances, our inquiry regarding the value of an order for jurisdictional purposes turns on the compensation the contractor will receive under that order. In general, that amount will be apparent from the price or cost stated in the order; in other, limited circumstances, we will look beyond the price or cost stated in the order to determine the contractor's compensation and, therefore, the value of the order.

Here, the agency has issued a task order in the amount of $28,551,706. The requester has not alleged--and we do not independently discern--that the order contains any unconventional methods for compensating Survice, or that the agency employed an unusual price evaluation technique, such that Survice will receive compensation exceeding $35 million under the task order.[3] Consequently, we look to the terms of the task order itself, and specifically its stated value of $28,551,706, to determine the value for jurisdictional purposes. The requester's arguments, as set forth in its response to the agency's request for dismissal of the underlying protest and repeated in its request for reconsideration, do not persuade us otherwise.

The limited nature of the authority of our Office to consider protests of task order procurements necessarily means that certain agency actions will not be subject to our review. We are bound, however, to follow Congress's express limitations on our authority, notwithstanding that an agency's alleged procurement impropriety may escape scrutiny.[4]

The request for reconsideration is dismissed.

Edda Emmanuelli Perez
General Counsel

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[3] In that regard, we note that the requester's argument is, in essence, that but for the agency's violation of FAR section 15.206(a), the underlying protest would have been subject to review by our Office. As discussed above, Survice's proposed cost for the task order based upon the RFP as issued was $39,166,805, which was reduced to $28,551,706 in the issued task order. Given the requester's proposed cost of $32,291,583--lower than Survice's proposed cost--it appears that if the agency had amended the RFP to reflect its reduced requirements, as the requester argues was required by FAR section 15.206(a), the value of the issued task order nevertheless also would have fallen below the applicable $35 million jurisdictional threshold.

[4] Indeed, the U.S. Court of Appeals for the Federal Circuit has noted this consequence in discussing FASA's jurisdictional limitation with respect to judicial review of task order procurements. *See SRA Int'l, Inc. v. United States*, 766 F.3d 1409, 1413 (Fed. Cir. 2014) ("We acknowledge that this statute is somewhat unusual in that it effectively eliminates all judicial review for protests made in connection with a procurement designated as a task order--perhaps even in the event of an agency's egregious, or even criminal, conduct. Yet Congress's intent to ban protests on the issuance of task orders is clear from FASA's unambiguous language.").