



# Decision

**Matter of:** Chase Supply, Inc., d/b/a Chase Defense Partners

**File:** B-424032

**Date:** January 20, 2026

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David Weeda for the protester.

Deirdra M. Canady, Esq., Defense Logistics Agency, for the agency.

Michelle Litteken, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging the agency's actions under two solicitations is dismissed as academic where the agency is taking corrective action to cancel the second solicitation; and denied where the agency demonstrates that it had a reasonable basis for the cancellation of the first solicitation.

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## DECISION

Chase Supply, Inc., a small business of Hampton, Virginia, doing business as Chase Defense Partners, protests the agency's actions concerning request for quotations Nos. SPE7M4-25-Q-0755 (referred to here as "the first RFQ") and SPE7M1-25-Q-1335 (referred to here as "the second RFQ"), issued by the Defense Logistics Agency (DLA) for coupling halves. The protester challenges the cancellation of the first RFQ.<sup>1</sup> Chase also protests various aspects of the second RFQ, including the terms of the second RFQ and the agency's issuance of an order to Integrated Procurement Technologies (IPT), of Vandalia, Ohio. The protester also complains that DLA did not provide Chase with a prompt and reasonable opportunity to qualify its product.

We dismiss the protest in part and deny it in part.

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<sup>1</sup> Although the parties use the terms "withdrawn," "canceled," or "deleted" when referring to DLA's removal of the first RFQ from DLA's Internet Bid Board System, our decision uses canceled for consistency.

## BACKGROUND

On May 27, 2025, the agency issued the first RFQ as a small business set-aside, seeking 423 coupling halves under National Stock No. 4730-01-418-3040, with a closing date of June 10. Req. for Dismissal, exh. 1, First RFQ at 1, 5; Contacting Officer's Statement (COS) ¶ 3. DLA issued the first RFQ pursuant to Federal Acquisition Regulation (FAR) part 13 and the special emergency procurement authority (SEPA) of 41 U.S.C. § 1903, which authorizes agencies to raise the simplified acquisition threshold above the current levels for certain acquisitions. First RFQ at 2. The first RFQ informed interested firms that the qualified product list (QPL) standards identified as MIL-DTL-15531F applied. *Id.* at 4. The first RFQ established that award would be made to the vendor whose quotation conformed to the solicitation requirements and represented the best value to the agency. *Id.* at 2.

Chase filed an agency-level protest on June 9, raising various challenges to the terms of the first RFQ--specifically, Chase objected to the quantity of coupling halves being procured, DLA's decision to set aside the first RFQ for small businesses, and the requirement for the quoted product to be on the QPL. Req. for Dismissal, exh. 2, First Agency-Level Protest at 1. The protester also raised preemptive concerns regarding IPT's eligibility for award, acknowledging that IPT could quote a product that was on the QPL, but alleging that the product did not satisfy the specifications. *Id.* Chase asked DLA to reissue the solicitation with a provision for first article testing.<sup>2</sup> *Id.* On July 12, DLA canceled the first RFQ by removing it from the agency's automated procurement system.<sup>3</sup> Req. for Dismissal at 1.

Subsequently, on July 23, DLA issued the second RFQ, again using SEPA procedures, and seeking 176 coupling halves. Req. for Dismissal, exh. 3, Second RFQ at 6; COS ¶¶ 4, 7. The second RFQ had a July 24 closing date. Req. for Dismissal, exh. 3, Second RFQ at 1. Like the first RFQ, the second RFQ provided that the QPL standards applied. *Id.* at 5.

Chase submitted a timely quotation in response to the second RFQ. COS ¶ 8. On August 25, DLA issued the order to IPT. Req. for Dismissal, exh. 5, Award. On September 3, Chase filed a second agency-level protest. Req. for Dismissal, exh. 6, Second Agency-Level Protest. In the second agency-level protest, Chase reasserted its prior objections to the first RFQ, argued it was improper for DLA to proceed with a

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<sup>2</sup> In this regard, while the first RFQ included a provision for first article testing, it was limited to circumstances when there was no qualified source listed in the QPL, or no qualified source was quoted. First RFQ at 4.

<sup>3</sup> The agency states that it canceled the first RFQ after determining that the quotations received would likely exceed \$800,000 and as a result, the simplified acquisition threshold. Req. for Dismissal at 1; COS ¶¶ 5-6; see 41 U.S.C. § 1903(b)(2)(A) (simplified acquisition threshold of \$750,000 when using SEPA procedures).

procurement for the same item while the first agency-level protest was pending, and alleged that DLA improperly used SEPA procedures to issue the second RFQ. *Id.* at 1. Additionally, Chase reasserted that IPT's product "does not meet the salient features of the QPL." *Id.*

On October 24, DLA advised Chase that it was dismissing Chase's first agency-level protest as moot due to the cancellation of the first RFQ. Chase contends that the agency had not previously notified Chase of the cancellation. See Protest at 3. DLA also advised that it was dismissing the second agency-level protest challenging the second RFQ as untimely because it was filed after the quotation submission deadline. Req. for Dismissal, exh. 7, DLA Protest Decisions. The agency did not respond to Chase's allegations regarding the award to IPT. *Id.*

On November 13,<sup>4</sup> Chase filed this protest with our Office, challenging the agency's actions concerning both RFQs. Specifically, Chase argues that DLA improperly canceled the first RFQ without notifying Chase or deciding the first agency-level protest. Chase also objects to various aspects of the second RFQ, challenges the issuance of the order to IPT, and asserts that DLA failed to provide Chase with the opportunity to qualify its product. Protest at 3-4.

On December 8, the agency filed a notice of voluntary corrective action and request for dismissal. Notice of Corrective Action. In the notice, DLA stated that it had discovered errors in the issuance of the second RFQ that it believed undermined the integrity of the procurement process. *Id.* The agency wrote that it would cancel the second RFQ, as well as the order issued to IPT. *Id.* Additionally, the agency stated it would review its requirements, revise the requirements as necessary, and resolicit quotations under a new RFQ. *Id.* DLA asked our Office to dismiss the protest as academic. *Id.*

After reviewing the notice of corrective action, we asked the agency to explain how the announced corrective action rendered academic Chase's protest of the cancellation of the first RFQ. Electronic Protest Docketing System (Dkt.) No. 10. In response, the agency states that because the anticipated order would have exceeded the simplified acquisition threshold, DLA would have been required to cancel the first RFQ and resolicit the requirement as a negotiated procurement under FAR part 15. Agency Clarification at 1. The agency asserts: "Chase's challenge to the cancellation of [the first RFQ] is academic because [the first RFQ] could not be reinstated and solicited under simplified procedures." *Id.* The protester responds objecting to dismissal of its protest.<sup>5</sup> See Resp. to Req. for Dismissal.

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<sup>4</sup> GAO was closed from October 1 through November 12, due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations.

<sup>5</sup> Subsequently, our Office advised the parties that we intended to issue a decision resolving the protest based on the existing record, but we afforded the agency the  
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## DISCUSSION

To summarize the issues with our Office, Chase contends that the agency improperly canceled the first RFQ without notifying Chase or deciding the first agency-level protest. Protest at 3. With regard to the second RFQ, Chase objects to the issuance of the order to IPT, as well as DLA's alleged failure to provide Chase with the opportunity to qualify its product. *Id.* at 3-4. For the reasons discussed below, we dismiss the protester's allegations with respect to the second RFQ because they are academic given DLA's corrective action. While we decline to dismiss Chase's protest of the cancellation of the first RFQ, we deny the protest because DLA has demonstrated that it had a reasonable basis to cancel the first RFQ.

### Protest Grounds Dismissed As Academic

As noted above, during the pendency of Chase's protest of the agency's actions related to the first and second RFQs, the agency informed our Office that it intended to take corrective action, which would include canceling the second RFQ and resultant order to IPT, reviewing its requirements, and resoliciting quotations under a new solicitation. Notice of Corrective Action at 1. The announced corrective action did not include any actions with respect to the first RFQ. See *id.*; Agency Clarification.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3557. Our role in resolving bid protests is to ensure that the statutory requirements for full and open competition are met. *Honeywell Tech. Sols., Inc.*, B-407159.4, May 2, 2013, 2013 CPD ¶ 110 at 3. Where, as here, an agency undertakes corrective action that will supersede and potentially alter prior procurement actions, our Office will generally decline to rule on a protest challenging the agency's prior actions on the basis that the protest is rendered academic. See, e.g., *Odyssey Sys. Consulting Grp., Ltd.*, B-418440.8, B-418440.9, Nov. 24, 2020, 2020 CPD ¶ 385 at 8; *Quotient, Inc.*, B-416473.4, B-416473.5, Mar. 12, 2019, 2019 CPD ¶ 106 at 3 ("An agency's corrective action need not address every protest issue, but must render the protest academic.").

Here, DLA's corrective action involves canceling the second RFQ, canceling the resultant order, and resoliciting the requirement. Since a new solicitation could result in an opportunity for the protester to compete in the procurement, and could result in a new source selection decision, our resolution of the protester's arguments could be superseded by the agency's corrective action; in essence, rendering a decision by our Office academic. It is not our practice to consider academic protests. Consequently, we dismiss these protest grounds as academic, including the challenges to DLA's

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opportunity to file an additional submission, and the protester to respond to any such submission. Dkt. No. 14. The agency filed a statement from the contracting officer.

acceptance of IPT's product and the agency's alleged failure to provide Chase with an opportunity to qualify its product.

However, as noted above, we decline to dismiss Chase's protest of the agency's cancellation of the first RFQ because the proposed corrective action does not render that protest allegation academic. Chase's argument concerns the reasonableness of the cancellation of the first RFQ, and the protest allegation would not be resolved by the agency's announced corrective action. See *Payne Construction*, B-291629, Feb. 4, 2003, 2003 CPD ¶ 46 at 3-4 (declining to dismiss protest where it was not apparent that "the proposed corrective action was the appropriate remedy for the alleged impropriety"). Nevertheless, we find the protest to be without merit as discussed below.

#### Cancellation of the First RFQ

Chase protests the agency's cancellation of the first RFQ, asserting that "DLA violated FAR [section] 33.103(f) and fundamental fairness" in canceling the RFQ without providing notice and prior to resolving Chase's first agency-level protest. Protest at 3. DLA states that cancellation was appropriate because the anticipated order under the first RFQ exceeded the simplified acquisition threshold. Agency Clarification at 1. The agency also notes that FAR section 33.103(f) precludes an agency from making an award while a protest is pending, but it does not limit an agency's ability to cancel a solicitation during the pendency of a protest. Req. for Dismissal at 2 n.1.

A contracting agency has broad discretion in deciding whether to cancel an RFQ and need only have a reasonable basis for doing so. *Chase Def. Partners*, B-418803, Aug. 10, 2020, 2020 CPD ¶ 268 at 2; see also *TaxSlayer LLC*, B-411101, May 8, 2015, 2015 CPD ¶ 156 at 6. This is true regardless of when the information first surfaces or should have been known, and even if the solicitation is not canceled until after quotations have been submitted and evaluated or discovered during the course of a protest. *Lasmer Indus., Inc.*, B-400866.2 *et al.*, Mar. 30, 2009, 2009 CPD ¶ 77 at 4; *A-Tek, Inc.*, B-286967, Mar. 22, 2001, 2001 CPD ¶ 57 at 2-3. A reasonable basis for cancellation exists and cancellation is appropriate when a solicitation does not accurately reflect the agency's requirements. *Chase Def., supra*.

Here, we have considered the record and the parties' arguments and find no basis to sustain Chase's protest. As noted above, DLA canceled the first RFQ after determining that the anticipated order would exceed the simplified acquisition threshold, which would violate FAR section 13.003(c)(1). Req. for Dismissal at 1; COS ¶¶ 5-6. Under these circumstances, the agency had a reasonable basis to cancel the RFQ. See *Draeger, Inc.*, B-418089.2, B-418089.3, Dec. 10, 2020, 2021 CPD ¶ 4 at 4 (concluding that agency had a reasonable basis to cancel solicitation because it did not comply with the FAR and contained ambiguities).

Moreover, Chase's various concerns about the agency's conduct surrounding the cancellation of the first RFQ do not provide our Office with a basis to find the cancellation unreasonable. For example, Chase complains that the agency canceled

the first RFQ while Chase's agency-level protest of the first RFQ was pending.<sup>6</sup> Protest at 3. However, Chase has not identified any authority that prohibits an agency from canceling a solicitation while an agency-level protest is pending. As the agency states, and we agree, FAR section 33.103(f) provides generally that upon receipt of an agency-level protest prior to award, an agency may not award a contract pending resolution of the agency-level protest--this does not preclude cancellation. Indeed, as noted above, our Office has stated that an agency may cancel a solicitation during the course of a protest. *Lasmer Indus., supra*; see also *RCG of North Carolina, LLC*, B-418824, B-418824.3, Sept. 17, 2020, 2020 CPD ¶ 298 at 1 n.1. Here, as noted above, after Chase filed the first agency-level protest, the agency realized that the quotations received would likely exceed the simplified acquisition threshold and decided that cancellation of the first RFQ was appropriate. Req. for Dismissal at 1; COS ¶¶ 5-6. Chase's qualms with the timing of the cancellation do not provide a basis to sustain this protest. Accordingly, we deny this protest allegation.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez  
General Counsel

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<sup>6</sup> As a corollary argument, Chase asserts that DLA's cancellation of the first RFQ is evidence of the agency's attempt "to sidestep protest review." Protest at 3. We decline to infer improper motive with respect to the agency's actions. Government contracting officials are presumed to act in good faith, without unfair or biased motivations. *Career Innovations, LLC*, B-404377.4, May 24, 2011, 2011 CPD ¶ 111 at 7-8. Absent anything in the record to substantiate the protester's claims, and given the presumption of good faith, we find the allegation lacks merit. See, e.g., *Henry's Aerial Serv., Inc.; Evergreen Flying Servs., Inc.*, B-414238.7, B-414238.9, Aug. 10, 2017, 2017 CPD ¶ 257 at 8 (denying protest that cancellation of a solicitation was a pretext to avoid resolving protests where nothing in the record supported the protester's allegation).