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Decision

Matter of: Rice Services, Inc.

File: B-424208; B-424208.2; B-424208.3

Date: April 9, 2026

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DIGEST

Protest that a proposed modification to an existing task order to add dining facility support services is out of scope of the underlying indefinite-delivery, indefinite-quantity contract is denied where the requiring activity is within the scope of the underlying contract, the underlying contract provides for a wide range of services including specifically food services, and the scope of work does not limit to whom services can be rendered.

DECISION

Rice Services, Inc., a small business of Smithville, Tennessee, protests the issuance of an undefinitized contract action (UCA) modifying task order No. W52P1J-19-F-0395 under and indefinite-delivery, indefinite-quantity (IDIQ) Contract No. W52P1J-19-D-0044 to Kellog Brown and Root Services (KBR), LLC, of Houston, Texas, issued by the Department of the Army, Army Materiel Command for cook support and dining facility attendant augmentation services at the United States Military Academy.¹ The protester contends that the task order modification is beyond the scope of the overarching task order IDIQ contract.

¹ An UCA is a contractual action where the terms, specifications, and/or price are not agreed upon before performance. See Department of Defense Federal Acquisition Regulation Supplement 217.7401. A UCA must contain a definitization schedule that sets forth when any open terms of the UCA are to be definitized. *Id.* at 217.7404-3. The definitized date was scheduled for March 20, 2026. AR, Tab 34b, NTP at 3.

We deny the protest.

BACKGROUND

Logistics Readiness Center (LRC)-West Point (LRC-West Point) is one of 70-plus LRCs that provide logistical support to installations throughout the U.S. Army. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 17 n.1 (*citing* U.S. Army Sustainment Command CG Visits Logistics Readiness Center-West Point, https://www.army.mil/article/186814/u_s_army_sustainment_command_cg_visits_logistics_readiness_center_west_point (last visited Mar. 16)). LRC-West Point plans, coordinates, and provides logistical support and services for the United States Military Academy at West Point (USMA) and the West Point Military Reservation. *Id.* This includes transportation, food service, and care and maintenance of weapons, additional equipment, and clothing products for cadet use. *Id.* Recently, the cadet mess at USMA has experienced staffing shortages and LRC-West Point determined that immediate action was necessary to ensure that it could continue providing meals to the cadets at USMA. Agency Report (AR), Tab 48, Affidavit of LRC-West Point Food Service Division Chief at 4. To this end, LRC-West Point is currently engaging in efforts to hire more staff. *Id.* at 4-5. To address the immediate needs of USMA, LRC-West Point decided to pursue a temporary contract solution for dining facility (DFAC) support services until long-term staffing issues can be addressed. *Id.*

On November 18, the Army made its first attempt to fulfill its immediate needs through the award of a sole-source contract for cook support and DFAC support services. AR, Tab 27, Protest at 3-4. On November 21, Rice filed a protest with our Office arguing, in part, that the agency had not demonstrated a valid urgent and compelling need that justified a sole-source award. *Id.* at 11. On December 19, the agency requested that our Office dismiss Rice's protest as academic based on the agency's intention to terminate the sole-source award. AR, Tab 28, Req. Dismissal at 1. Our Office subsequently dismissed the protest as academic on December 22. *Rice Services, Inc.*, B-424105, Dec. 22, 2025 (unpublished decision). On January 5, 2026, the agency again tried to fulfill its needs through the award of another sole-source bridge contract to the same putative awardee. AR, Tab 30, 2nd Protest at 8. On January 6, Rice filed a protest raising nearly identical arguments that the sole-source award was unreasonable. *Id.* at 14-16. As it did in response to Rice's first protest, the agency again represented that it would terminate the sole-source award, reassess its requirements and acquisition strategy, and resolicit the needed services; our Office subsequently dismissed the protest as academic on January 14. *Rice Services, Inc.*, B-424194, Jan. 14, 2026 (unpublished decision). In the interim, while the Army effectuated the corrective action, the agency opted to fulfill its temporary needs through the Logistics Civil Augmentation Program (LOGCAP).² AR, Tab 41a, Statement of Urgency at 1.

² During the pendency of this protest, the agency issued solicitation No. W5168W26RA01800001 to fulfill its long term requirements. The agency issued this
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LOGCAP is a program that fulfills the Army's requirements to provide global logistical support capabilities through the Army Sustainment Command (ASC) to Geographical Combatant Commands (GCCs) and Army Service Component Commands (ASCCs). See AR, Tab 33a, Performance Work Statement (PWS) at 10; AR, Tab 14, LOGCAP Solicitation at 2. LOGCAP assists commanders in accomplishing their missions when the sustainment force structure is not available or not an option for contingency and non-contingency requirements. AR Tab 56, Army Reg. 700-137 at 1.

LOGCAP establishes contracted solutions and capabilities, incorporating an extensive portfolio of services, such as: "setting the theater;" "theater sustainment;" management and planning services; engineering services; base operations service support; supply; maintenance; and other support operations. See PWS at 10. These services are detailed in more than 200 work breakdown structure (WBS) references in the PWS; relevant here, the PWS specifically contemplates the provision of food services. AR, Tab 42, JEFO at 3-5; PWS at 45-46. In particular, contractors are required to "receive, store, prepare, and serve meals, authorized enhancements, and supplements in a sanitary dining facility." PWS at 45. All of the services provided under LOGCAP "are available to support the US Army, Joint Forces, and other Department of Defense (DoD) components, and other select supported agencies as directed by the Department of the Army [Deputy Chief of Staff]." AR, Tab 14, LOGCAP Solicitation at 2; AR, Tab 33, KBR Base Award Contract at 2 (noting that all terms and conditions of the LOGCAP solicitation were incorporated into the contract).

LOGCAP is supported by a multiple award IDIQ contract vehicle. On April 12, 2019, U.S. Army Contracting Command, Rock Island (ACC-RI) awarded four contracts to four prime contractors, including KBR. AR, Tab 33, LOGCAP Base Contract at 1; COS/MOL at 16. Under the LOGCAP IDIQ contract, awardees are "to support the [GCCs and ASCCs] throughout the full range of military operations." AR, Tab 33, LOGCAP Base Contract at 2. In addition to the award of the IDIQ contracts, the IDIQ contract contemplated the simultaneous issuance of several task orders in support of U.S. military operations, including, as relevant here in Northern Command (NORTHCOM). *Id.* at 2-3. In addition to the base IDIQ contract, ACC-RI awarded KBR with task order No. W52P1J-19-F-0395 (Setting The Theater (STT) task order) in support of NORTHCOM. AR, Tab 34, STT Task Order at 1, 3. Under the STT task order, KBR was to work "in support of the Setting the Theater requirement for Geographical Combatant Command/Army Service Component Command (GCC/ASCC) NORTHCOM, as detailed in the Performance Work Statement (PWS) . . ." *Id.* at 3. As stated within the task order, the Army would direct KBR as to which services to proceed

solicitation as a set-aside for small disadvantaged businesses eligible for the Small Business Administration's 8(a) business development program. Rice has filed a separate protest challenging the agency's set-aside determination, which we have docketed as B-424281. The agency still seeks to hire civilian personnel to fulfill its long-term need. MOL at 11.

with and when KBR should begin through the issuance of a notice to proceed (NTP). *Id.* at 4.

To fulfill its immediate need for DFAC support services, LRC-West Point, through its higher headquarters, the 404th Army Field Support Brigade Command, sought a LOGCAP solution. AR, Tab 48, Affidavit of LRC-West Point Food Service Division Chief at 4-5. LRC-West Point's request was directed up the chain of command to ASC, a major subordinate command of Army Materiel Command (AMC). *Id.* On January 8, 2026, ASC, via the LOGCAP Program Management Office, requested ACC-RI to issue a NTP to support the DFAC at USMA due to ASC's urgent and compelling need for LOGCAP support. AR, Tab 42, JEFO at 2; see AR, Tab 34b, NTP at 1. On the same day, in accordance with ASC's request, ACC-RI issued the requested NTP and a justification for exception to fair opportunity (JEFO). AR, Tab 42, JEFO at 2. Because KBR is the only LOGCAP contractor currently providing LOGCAP support in the NORTHCOM area of responsibility, the NTP placed the UCA on KBR's STT task order. *Id.* at 3. Due to the urgent and compelling need for LOGCAP support, the JEFO approval authority authorized the award to KBR on a sole-source basis. *Id.* The NTP, in addition to the IDIQ contract's PWS, the task order, and the technical data package collectively functioned as the Army's UCA. AR, Tab 34b, NTP at 1; COS/MOL at 1 n. 1. The UCA contemplated issuance of a fixed-price contract with a four-month base period and two four-month option periods. AR, Tab 34b, NTP at 1. On January 16, Rice filed its protest with our Office.³

DISCUSSION

Rice's primary contention is that the Army's UCA is beyond the scope of the underlying LOGCAP IDIQ contract.⁴ Specifically, the protester principally argues that the UCA

³ Our Office is authorized to hear protests of task orders, or the proposed issuance of task orders, that are issued under IDIQ contracts awarded pursuant to the authority of Title 10 of the U.S. Code, where the task order is valued in excess of \$ 35 million, or where the protester asserts that the task order increases the scope, period, or maximum value of the contract under which the task order is issued. 10 U.S.C. § 3406(f)(1)(B); 4 C.F.R. § 21.5(l). Here, the protester has alleged that the UCA increases the scope of the underlying IDIQ contract against which the order was issued.

⁴ The protester also argues that the Army's UCA is beyond the scope of KBR's task order. Comments at 3. Relevant here, the protester does not hold a LOGCAP contract. Under the bid protest provisions of the Competition in Contracting Act, only an "interested party" may protest a federal procurement. 31 U.S.C. 3551(2). 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, at 5. If a protester does not hold the relevant IDIQ, it is not in line for issuance of
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exceeds the scopes of the IDIQ contract in three respects: (1) the USMA is not an eligible beneficiary of the support services offered under the LOGCAP IDIQ contract; (2) the provision of DFAC services at the USMA is not a “military operation” as contemplated under the LOGCAP IDIQ contract; and (3) the LOGCAP IDIQ contract’s scope does not include services to be provided to the cadets of the USMA. Comments at 3-26. We have reviewed the protester’s allegations and find no basis upon which to sustain the protest.⁵

a task order under that IDIQ contract. *Nolij Consulting, LLC*, B-421563, July 3, 2023, 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 because only the contract holders have been deprived of their fair opportunity to compete for the work as required by FAR Subpart 16.5. Here, Rice does not hold the LOGCAP contract under which the STT task order was issued and modified. Accordingly, Rice is not an interested party to challenge the agency’s modification of KBR’s task order as falling outside the scope of the STT task order. *Network Designs, Inc.*, B-423525 *et al.*, Aug. 8, 2025, at 4-5 (dismissing protest alleging an improper modification of a task order where the protester was not an IDIQ contract holder). The protester, however, is an interested party to argue that the work is outside the scope of the underlying IDIQ contract because if the protester is correct, the agency would have to obtain full and open competition for the requirement consistent with the requirements of the Competition in Contracting Act, 10 U.S.C. 3201, and Rice would potentially be eligible to compete for the government’s requirements.

⁵ The protester raises other collateral arguments. While this decision does not specifically address all of the protester’s arguments, we have reviewed all of the protester’s arguments and find that none provide a basis on which to sustain the protest. As one example, the protester argues that the UCA is beyond the scope of the LOGCAP IDIQ contract because the contract only contemplates food services at base camps, not military installations like USMA. Amended Supp. Protest at 22. Specifically, the protester contends that the LOGCAP contract only allows for food service operations as part of its “base camp services,” but the UCA is for DFAC support services at a military installation that is not a “base camp.” *Id.* at 22-23.

We find no merit to this argument because we find no difference in the record between the LOGCAP contract’s use of the term “base” from “installation.” First, the LOGCAP contract makes no explicit distinction between “base” and “installation.” See *generally* PWS at 65. Indeed, it uses the two words interchangeably throughout the contract, including within the PWS. See, e.g., *id.* (“The contractor shall provide environmental health technical information to the base camp/installation leadership.”); *id.* (“Implement a monitoring program and present the results to the COR for review and evaluation by [b]ase camp/installation leadership on a quarterly basis.”). Moreover, federal statutes largely use the terms interchangeably as well, as multiple statutes include a base or camp within the definition of a military installation. See, e.g., 10 U.S.C. § 2687(g)(1)

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The protester's first contention is that the UCA is beyond the scope of the LOGCAP V IDIQ contract because the LOGCAP IDIQ contract does not encompass services to be provided at the USMA. *Id.* at 7. Specifically, the protester asserts that the USMA, under the Army command structure, is not organizationally aligned under an army command or an army service component command (ASCC). Instead, the USMA is classified as a direct reporting unit (DRU) and, therefore, reports directly to the chief of staff of the Army, not one of the Army commands, such as AMC. *Id.* at 7-8. More importantly, as a DRU, the USMA would fall outside of the scope of structures the IDIQ contract authorizes contractors to support. *Id.*

The agency responds that the protester's argument incorrectly assumes that the requiring activity for this contract is the USMA DRU. COS/MOL at 17. The Army argues that while the services to be rendered under the UCA are located at the USMA, the requiring activity is actually LRC-West Point, which falls under AMC, which is an Army Command. *Id.* at 17-18. Therefore, because the services to be provided under the UCA are for a unit authorized under the LOGCAP IDIQ contract, LRC-West Point, the UCA is within the scope of the overarching IDIQ contract.

When a protester alleges that issuance of a task or delivery order under an IDIQ contract is beyond the scope of the contract, we analyze the protest in essentially the same manner as those in which the protester argues that a contract modification is outside the scope of the underlying contract. *Oracle America, Inc.*, B-420181, Nov. 30, 2021, at 4; *DynCorp Int'l LLC*, B-402349, Mar. 15, 2010, at 6. In determining whether a task or delivery order is outside the scope of the underlying contract, and thereby triggers applicable competition requirements, our Office and the courts examine whether the order is materially different from that contract, as reasonably interpreted. *People, Tech. and Processes, LLC*, B-417273, May 7, 2019, at 4; see also *AT&T Commc'ns, Inc. v. Wiltel, Inc.*, 1 F.3d 1201, 1204 (Fed. Cir. 1993); *CCL, Inc.*, 39 Fed. Cl. 780, 191-92 (1997).

Evidence of such a material difference is found by reviewing the circumstances attending the original procurement; examining any changes in the type of work, performance period, and costs between the contract as awarded and the order as issued; and considering whether the original contract solicitation effectively advised offerors of the potential for the type of orders issued. *A. Prentice Ray & Associates, LLC*, B-421470 et al., May 24, 2023, at 8. In other words, the overall inquiry is whether the order is of a nature that potential offerors reasonably would have anticipated. *People, Tech. and Processes, LLC, supra.*

On the record before us, we find that the services sought are within the scope of the underlying LOGCAP IDIQ contract. While Rice argues that the requiring activity was

("The term 'military installation' means a base, camp, post, station, yard, center, homeport facility for any ship or other activity under the jurisdiction of the Department of Defense. . . ."); 10 U.S.C. § 2801(c)(4) (same); 10 U.S.C. § 3531(h) (same). On this record, we find no basis to parse these terms as suggested by the protester.

USMA DRU, the record makes clear that LRC-West Point, not USMA DRU, requested the LOGCAP solution. See AR, Tab 48, Affidavit of LRC-West Point Food Service Division Chief at 1, 4-5. As explained above, LRC-West Point is responsible, in part, for food service operations at the USMA. Moreover, LRC-West Point is a subordinate command of ACC-RI. *Id.* at 6. ACC-RI is the entity that awarded the LOGCAP IDIQ contract and the STT task order. AR, Tab 33, KBR Base Award Contract at 2; AR, Tab 34, STT Task Order at 3. Because LRC-West Point is within KBR's STT task order's NORTHCOM area of responsibility, offerors competing for the LOGCAP contract and NORTHCOM task order could have reasonably anticipated performing LOGCAP services for LRC-West Point. Therefore, we find no basis for the protester's argument.

The protester next argues that because the LOGCAP IDIQ contract requires that services be provided within "the full range of military operations," the instant UCA is beyond the LOGCAP IDIQ contract's scope. Comments at 19-21. Specifically, the protester cites the definition of "military operation" under 20 U.S.C. § 1088(d)(2) to assert that a military operation must relate to "core military operations" such as "stabilizing combat theater operations, defense operations, and emergency response." Amended Supp. Protest at 19 (citing 20 U.S.C. § 1088(d)(2)). Accordingly, the protester argues the provision of DFAC support services at USMA cannot reasonably be considered as part of an operation in combat, defense, or emergency response, and that the Army therefore unreasonably expanded the scope of the LOGCAP IDIQ contract.

The agency responds that the provision of DFAC support services at USMA is within the "full range of military operations" considered under the broad underlying LOGCAP contract. COS/MOL at 20. The Army also argues the protester's definition of "military operation" is inapplicable under the circumstances. *Id.* at 20-21. Moreover, the language of the IDIQ makes clear that it defines "military operations" broadly and that the provision of services at USMA is well within the scope of services contemplated under the IDIQ contract. *Id.* at 23-25. We agree with the agency.

Similar to the protester's first argument, we analyze the challenged aspect of the UCA to determine whether the order is of a nature that potential offerors reasonably would have anticipated. *A. Prentice Ray & Associates, LLC, supra.* We first note that the protester's definition of "military operation" originates from a statute unrelated to the current procurement discussing student aid titled "General Provisions Relating to Student Assistance Programs." 20 U.S.C. § 1088(d)(2). Here, the LOGCAP IDIQ contract does not define the term "military operation." However, it does provide that the "full range of military operations" may include "non-contingent peacetime support to the force." PWS at 152. Army Regulation 700-137 supports the assertion that the purpose of the LOGCAP IDIQ program is to support contingent and non-contingent requirements. AR, Tab 56, Army Reg. 700-137 at 1. Contrary to the protester's statutory definition, the language of the LOGCAP IDIQ clearly contemplates a broad umbrella of services beyond merely combat, defense, and emergency response. PWS at 14 ("[Contractors must] [p]rovide . . . sustainment available where and when needed . . . [and] [p]rovide . . . the complete range of contractible services permitted by law and

policy.”). Of the services contemplated under the LOGCAP IDIQ contract, the contract explicitly mentions food service operations, including the preparation and service of food. *Id.* at 45-46. In light of the broad scope of the contract, we find that the provision of DFAC support services at USMA to reasonably be within the LOGCAP IDIQ contract’s consideration of “military operations,” and such a service that offerors could have reasonably anticipated when competing for the base LOGCAP IDIQ contracts.

The protester’s final argument is that the UCA is beyond the scope of the LOGCAP IDIQ contract because the contract was not intended to support the cadets at USMA. Specifically, the protester contends that the LOGCAP IDIQ contract is intended to support “the US Army, Joint Forces, and other [DoD] components and other select supported agencies;” however, the cadets at USMA are not “soldiers” and only become officers in the Army upon graduation. Amended Supp. at 21-22 (citing 10 U.S.C. § 7448(a)). Therefore, because the cadets are not yet soldiers, the protester contends that the provision of DFAC support services at USMA is beyond the scope of the LOGCAP IDIQ contract. *Id.* The agency responds that the LOGCAP IDIQ contract does not limit to whom support services are to be provided under the contract. COS/MOL at 25. Moreover, the provision of DFAC support services to the cadets at USMA are directly in line with the objectives set out under the LOGCAP IDIQ. *Id.* We find no basis to object to the agency’s determination that the UCA is within the scope of the LOGCAP IDIQ contract.

We first note that, contrary to the protester’s assertions, there is no indication in the record that the LOGCAP IDIQ contract has any limits as to who may receive services pursuant to the contract. See e.g., PWS at 45-46 (limiting who may provide the service and the service to be provided but not the recipient of the service). The protester fails to identify within the record where the Army, at any point, limited the receipt of services under LOGCAP to only active duty soldiers in the U.S. Army. Indeed, the LOGCAP contract expressly contemplates a broader set of recipients than the limited pool alleged by the protester. In this regard, the LOGCAP contract explicitly provides that “LOGCAP services are available to support the US Army, Joint Forces, and other Department of Defense (DoD) components, and other selected supported agencies as directed by the Department of the Army [Deputy Chief of Staff].” AR, Tab 14, LOGCAP Solicitation, at 2; AR, Tab 33, KBR Base Award Contract at 2 (noting that all terms and conditions of the LOGCAP solicitation were incorporated into the contract).

Moreover, the LOGCAP IDIQ contract and Army Regulation 700-137 make clear that the purpose of the LOGCAP program is to provide contracted capabilities to assist commanders in contingency and non-contingency requirements. PWS at 152; AR, Tab 56, Army Reg. 700-137 at 1. Here, the UCA is being issued to provide the Army with necessary services for the proper functioning of West Point. Specifically, cook and dining facility attendant augmentation services directly supports LRC-West’s responsibility to maintain food service operations at USMA. The fact that cadets ultimately benefit from the services provided is irrelevant to our analysis. On this record, we find no basis to conclude that the UCA is out of scope merely because the

requested DFAC support services will support cadets at the USMA, and not current soldiers in the Army.

The protest is denied.

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General Counsel