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Decision

Matter of: KriaaNet, Inc.

File: B-422717.4; B-422717.5

Date: April 23, 2026

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DIGEST

Protest challenging the agency's issuance of a reprourement task order is denied where the record reflects that the agency's approach was consistent with applicable requirements.

DECISION

KriaaNet, Inc., a small business of Leesburg, Virginia, protests the issuance of a task order to LBO Technology, LLC, an 8(a) small business of Leesburg, Virginia, under request for quotations (RFQ) No. 2031ZB24Q00010, issued by the Department of Treasury, Bureau of Engraving and Printing (BEP), to reprocure operations and maintenance services for integrated security systems after default by the original contractor, KriaaNet. The protester argues that the BEP's reprocurement was contrary to applicable statutes and regulations.

We deny the protest.

BACKGROUND

On May 16, 2024, the agency issued the RFQ as a set-aside for 8(a) small businesses¹ under the General Services Administration's Federal Supply Schedule (FSS), using Federal Acquisition Regulation (FAR) subpart 8.4 procedures.² Contracting Officer's Statement (COS) at 1. The RFQ sought a contractor to provide operations and maintenance services for integrated security services in support of the BEP. Agency Report (AR), Tab F.3, RFQ at 5.³ The RFQ contemplated the issuance of a combination fixed-price and labor hour task order with a 3-month transition-in period, a 6-month base period, and four 12-month options. *Id.* at 22, 42.

The RFQ provided that the task order would be issued to the responsible vendor whose quotation resulted in the best value, considering the following factors, listed in descending order of importance: technical, management approach, past performance, and price. RFQ at 71. When combined, the non-price factors were significantly more important than price. *Id.*

For the management approach factor, the RFQ required vendors to submit resumes and letters of commitment for nine key personnel.⁴ RFQ at 67. The RFQ provided: "All key personnel shall be available to begin work immediately at task order establishment." *Id.* The RFQ continued: "If any proposed key personnel become unavailable before award is made the vendor shall immediately inform the Contracting Officer of the unavailability of the proposed key personnel." *Id.* In addition, the RFQ established that if proposed key personnel became unavailable, the quotation may be rejected unless

¹ Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a), authorizes the Small Business Administration (SBA) to enter into contracts with government agencies and to arrange for performance of those contracts through subcontracts with socially and economically disadvantaged small business concerns. FAR 19.800. This program is commonly referred to as the 8(a) program.

² Although the solicitation was issued as an RFQ, the parties use the terms vendors and offerors, as well as quotations and proposals, interchangeably. For consistency, we refer to the submission of quotations by vendors.

³ Citations to the record refer to the documents' internal PDF pagination. Prior to issuing the original task order to KriaaNet, the agency issued three amendments to the RFQ. COS at 2-3. Citations to the RFQ in this decision refer to the version of the RFQ issued on April 21, 2025, and submitted as tab F.3 to the agency report.

⁴ The RFQ identified the following roles as key personnel: project manager, senior drafter, supervisory senior electrical technician III, system engineer (four positions), and senior electronic technician III (two positions). RFQ at 67; see *also* AR, Tab K.2a, RFQ amend. 4, attach. B, Price Sheet.

the BEP agreed to allow the vendor to amend the quotation to replace the key personnel. *Id.* at 67-68.

The agency received quotations from three vendors, including KriaaNet and LBO prior to the June 18 closing date. COS at 2. On July 3, LBO filed a protest with our Office, challenging the agency's decision to eliminate its quotation from the procurement. Prior Protest Pleading, B-422717, July 3, 2024, at 1. Subsequently, on July 15, the agency advised our Office that it was electing to take corrective action by issuing a "modification" to the solicitation, requesting updated pricing information, and permitting LBO to resubmit required documentation, and we dismissed the protest as academic. *LBO Tech., LLC*, B-422717, July 18, 2024 (unpublished decision).

After requesting and evaluating the vendors' revised quotations, the BEP issued the task order to KriaaNet on February 25, 2025. COS at 3. On March 3, LBO filed a protest with our Office challenging the source selection decision, and we dismissed the protest as academic after the agency elected to take corrective action by canceling the task order, amending the RFQ, soliciting revised quotations, evaluating the revised quotations, and making a new source selection decision. *LBO Tech., LLC*, B-422717.2, B-422717.3, Mar. 14, 2025 (unpublished decision). Thereafter, the agency issued two amendments to the RFQ, and on April 28, KriaaNet and LBO submitted revised quotations. COS at 3. On August 28, after evaluating the revised quotations, the agency selected KriaaNet's quotation as offering the best value. AR, Tab G.2, KriaaNet Decision Document at 11.

On September 5, the agency asked KriaaNet to confirm that all key personnel identified in the firm's quotation were available. AR, Tab H.1, Email from BEP to KriaaNet, Sept. 5, 2025, at 2. The same day, KriaaNet replied: "we were able to confirm that all our proposed key personnel [in our quotation] are still available and ready to start the work."⁵ Protest, exh. 5, Email from KriaaNet to BEP, Sept. 5, 2025, at 2. On September 9, the agency issued the original task order to KriaaNet. COS at 3; AR, Tab G.4, KriaaNet Task Order. Later that day, KriaaNet separately emailed the agency and stated the company had some personnel changes, and it would send resumes for review and approval once they were collected. AR, Tab H.1.1, Email from KriaaNet to BEP, Sept. 9, 2025, at 3.

As of October 14, KriaaNet had not submitted contractor access request forms for five of the firm's key personnel. AR, Tab H.2, BEP Email, Oct. 14, 2025. Over the next two weeks, KriaaNet and the agency continued to discuss the BEP's concerns regarding the delays in onboarding key personnel. See COS at 3. During this time, KriaaNet informed the BEP that five of the firm's proposed key personnel were no longer available. See AR, Tab H.3, Letter from BEP to KriaaNet, Oct. 22, 2025, at 2. On

⁵ In a separate email sent earlier on the same day, KriaaNet wrote: "Our team is confirming all key personnel--we just confirmed last week, so should be fine but we will double confirm today with everybody and get back to you either later today or over the weekend." AR, Tab H.1, Email from BEP to KriaaNet, Sept. 5, 2025, at 1; see *also* AR, Tab I.1, Cure Notice at 1.

October 31, the agency sent KriaaNet a cure notice in which the BEP wrote that the firm's "failure to provide the proposed key personnel in a timely manner as required by the solicitation and subsequent task order [is] a condition that is endangering performance." AR, Tab I.1, Cure Notice at 1. The agency wrote that if the condition was not cured within 10 days, the agency may terminate the task order for default.⁶ *Id.* KriaaNet submitted a response to the cure notice on November 10, and, on December 3, the agency terminated the task order for default pursuant to FAR clause 52.212-4(m). COS at 4; AR, Tab I.3, Task Order Mod. 2.

Then, on December 8, the agency emailed LBO, informing the firm that KriaaNet's task order had been terminated, and because LBO was the next eligible vendor, the BEP "would like to proceed" with issuing the task order to LBO. AR, Tab K.1, Email from BEP to LBO, Dec. 8, 2025. In the following weeks, the BEP issued an amended RFQ to LBO,⁷ LBO submitted a revised quotation,⁸ and the agency issued the task order to

⁶ In the cure notice, the agency noted that the resumes of KriaaNet's proposed key personnel played a role in the source selection decision. AR, Tab I.1, Cure Notice at 2. For example, the agency had assessed a strength for KriaaNet's proposed program manager; the proposed program manager then became unavailable because she was supporting another contract, and the agency noted that KriaaNet submitted an alternate after award and "advanced notice or justification was not provided per the Key Personnel clause in the task order." *Id.* at 3-4.

⁷ When the BEP amended the RFQ, it removed one technical writer position and added one additional electronic security technician level II position. AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025. Neither position was designated as key personnel. AR, Tab K.2a, RFQ amend. 4, attach. B, Price Sheet. Additionally, BEP removed a requirement to procure certain licenses. AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025. The agency also added a requirement to provide a mandatory staff plan and monthly contractor workforce reporting deliverables, which the BEP states is "strictly administrative" and required under the agency's updated acquisition procedures. Agency Supp. Brief at 3.

⁸ The BEP asked LBO to submit revised management approach and price quotations. COS at 9. The agency did not request revised technical or past performance quotations because "[b]oth factors were previously evaluated and the ratings for those factors would not change." *Id.*

LBO on January 22, 2026, in the amount of \$23,881,162. COS at 4; AR, Tab G.3, LBO Decision Document; Protest, exh. 1, Award to LBO at 1.

On January 26, the agency issued a modification, converting the termination for default of KriaaNet's task order to a no-cost termination for convenience.⁹ COS at 4; AR, Tab I.5, Task Order Mod. 3 at 2.

On February 2, KriaaNet filed this protest.¹⁰

DISCUSSION

KriaaNet alleges that the BEP violated applicable law primarily because prior to issuing the reprocurement task order to LBO, the BEP issued an amended RFQ and solicited a revised quotation. Comments at 2-3. In KriaaNet's view, the agency's actions amounted to making an improper "**de facto** sole-source" award. *Id.* at 3; *see also* Protest at 2. The agency responds that because a procuring agency may exclude a defaulted contractor from a reprocurement, KriaaNet is not an interested party to challenge the BEP's actions, and the protest should be dismissed. Memorandum of Law (MOL) at 3; Req. for Dismissal at 2-4. In addition, the agency argues that because LBO was the next-in-line vendor in the original procurement, issuing the task order to LBO was consistent with applicable law and our prior decisions. MOL at 10-12; Agency Supp. Brief at 1.

We first address whether the protester is an interested party to challenge the BEP's actions, and then we turn to the merits of KriaaNet's allegations. While our decision does not specifically discuss every argument raised, we have considered all of KriaaNet's assertions and find that none provides a basis for sustaining the protest.¹¹

⁹ On December 31, prior to issuing the modification to convert the termination, the contracting officer informed KriaaNet that the agency would convert the termination to a termination for convenience after internal reviews were complete. AR, Tab J.4, Email from KriaaNet to BEP, Jan. 24, 2026, at 4. The contracting officer states that the agency agreed to convert the termination to a termination for convenience "because the Agency understands the difficulty a termination for cause or default creates, especially for a small business." COS at 7.

¹⁰ On February 9, the agency notified our Office that the head of contracting activity at the Department of Treasury had issued a determination to override the automatic stay of contract performance authorized pursuant to Department of Treasury Acquisition Procedures Subpart 1033.104. Electronic Protest Docketing System No. 9.

¹¹ For example, KriaaNet contends that the agency impermissibly made a determination of nonresponsibility and excluded KriaaNet from the reprocurement without referring KriaaNet to SBA under the SBA's certificate of competency procedures. Supp. Protest at 3; Comments at 3-5 (citing 15 U.S.C. § 637(b)(7); 13 C.F.R. § 125.5(a), (c), (m); FAR 19.601; FAR 19.602-4). As discussed below, generally, the statutes and regulations governing federal procurements are not strictly applicable to reprocurements

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Interested Party

As noted above, the BEP contends that KriaaNet is not an interested party to challenge the agency's actions because our Office has stated we will not review an agency's decision not to solicit a defaulted contractor in the reprourement of remaining work, and the protester is a defaulted contractor. Req. for Dismissal at 2 (citing *Montage, Inc.*, B-277923.2, Dec. 29, 1997); see also MOL at 8 n.8. KriaaNet responds that the agency's arguments pertain to the merits of the protester's allegations. Resp. to Req. for Dismissal at 5-6.

Under the bid protest provisions of the Competition in Contracting Act of 1984, only an interested party may protest a federal procurement. 31 U.S.C. §§ 3551, 3553. That is, a protester must be an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). Determining whether a party is interested involves consideration of a variety of factors, including the nature of issues raised, the benefit or relief sought by the protester, and the party's status in relation to the procurement. *RELM Wireless Corp.*, B-405358, Oct. 7, 2011, at 2. Whether a protester is an interested party is determined by the nature of the issues raised and the direct or indirect benefit or relief sought. *Courtney Contracting Corp.*, B-242945, June 24, 1991, at 4.

In this protest, KriaaNet challenges the agency's actions with respect to a reprourement. Generally, the statutes and regulations governing federal procurements are not strictly applicable to reprourements of defaulted requirements. *Colonial Press Int'l, supra*; *Essan Metallix Corp.*, B-310357, Dec. 7, 2007, at 2. Our Office will review a reprourement to determine whether the contracting agency acted reasonably under the circumstances. *Maersk Line, Ltd.*, B-410445, B-410445.2, Dec. 29, 2014, at 4; *Derm-Buro, Inc.*, B-400558, Dec. 11, 2008, at 2.

Most reprourements are conducted pursuant to FAR section 49.402-6 because that is the standard default provision applicable to fixed-price contracts. Pursuant to that provision, an agency has considerable discretion to repurchase goods and services for a substitute contract. Where the agency seeks to repurchase goods or services in a quantity not exceeding the undelivered quantity remaining on the original contract, it may use any acquisition method, provided that it observes competition to the maximum extent practicable. FAR 49.402-6(b). Our Office has stated we will not review an agency's decision to exclude a defaulted contractor from a reprourement for the remaining work under the defaulted contract. *Essan Metallix, supra* at 3.

of defaulted requirements. *Colonial Press Int'l, Inc.*, B-403632, Oct. 18, 2010, at 2. The statutes and regulations the protester cites in support of this allegation are federal procurement statutes and regulations. As such, the protester has not established that the BEP was required to refer KriaaNet to SBA under these circumstances.

This procurement does not involve the standard default provision because the acquisition was conducted pursuant to FAR subpart 8.4 procedures. RFQ at 64; FAR 8.403(a)(1). As a result, the original task order was terminated pursuant to FAR sections 8.406-4(a)(1)¹² and 12.403¹³ rather than the authorities under FAR part 49. Thus, FAR section 49.402-6(b) is only applicable as guidance, and only to the extent that it does not conflict with specific procedures applicable to commercial item acquisitions. FAR 12.403(a); *see also Steel Point Sols., LLC*, B-418224, B-418224.2, Jan. 31, 2020, at 4; *Essan Metallix, supra*. Furthermore, although the FAR provisions regarding the termination of contracts for commercial items use different concepts than those used in FAR section 49.402-6, they invest equal or greater latitude in the contracting officer to determine how to conduct a reprocurement after the termination of a contractor for default. *Essan Metallix, supra*.

With these principles in mind, the agency contends that because KriaaNet is a defaulted contractor, the BEP could exclude KriaaNet from the procurement, and the protester is therefore not an interested party to challenge the agency's actions. Req. for Dismissal; *see also* MOL at 8 n.8. While we will not review the BEP's decision to exclude KriaaNet from the reprocurement, we disagree with the agency with respect to KriaaNet's status as an interested party to raise this protest. Here, KriaaNet contends that the BEP's actions went beyond what is permitted in a reprocurement. Specifically, the protester argues that the BEP impermissibly amended the RFQ, solicited a revised quotation from LBO, and issued the task order to LBO as a "**de facto** sole-source." Comments at 3, 11-13. If we find that the BEP deviated from what is permitted in a reprocurement, we could recommend that the agency resolicit the requirement on a competitive basis. While the agency asserts that it "would not go back to the defaulted contractor to procure services for the work it was literally just terminated for," the agency has not demonstrated that KriaaNet would be *per se* ineligible for award in a competitive procurement.¹⁴ MOL at 13.

¹² FAR section 8.406-4(a)(1) provides: "An ordering activity contracting officer may terminate individual orders for cause. Termination for cause shall comply with FAR 12.403, and may include charging the contractor with excess costs resulting from repurchase."

¹³ For commercial item acquisitions, FAR section 12.403(c)(2) provides that the government's rights after a termination for default include all the remedies available to any buyer in the marketplace, and that the government's preferred remedy will be to acquire similar items from another contractor and to charge the defaulted contractor with any excess reprocurement costs.

¹⁴ In this regard, we note that the circumstances presented here are distinguishable from those in the decisions relied on by the agency in terms of the nature of the issues raised and the direct or indirect benefit or relief sought. In those decisions, our Office found the protesters were not interested parties to raise certain allegations that did not implicate their ability to compete. *Essan Metallix, supra* at 4 (defaulted contractor was not an interested party to challenge the reasonableness of the awardee's price where
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Here, if we were to conclude that the agency misused the reprourement procedures to procure different requirements from the original procurement, as the protester contends, and we recommended that the BEP conduct a new procurement, KriaaNet could be eligible to participate in that procurement. See *Noble Supply & Logistics*, B-417269, Apr. 30, 2019, at 6-7 (protester was an interested party where it was unclear what acquisition approach the agency would pursue if our Office were to sustain the protest, and the protester would likely be eligible to compete under some of the alternative approaches). Accordingly, we decline to dismiss the protest.

Issuance of the Task Order to LBO

Turning to the merits, KriaaNet asserts that the BEP's issuance of the task order to LBO violated applicable statutes and regulations. Protest at 14-15; Comments at 11-13. The protester contends: "LBO was not a next-in-line offeror, but rather a **de facto** sole-source awardee under a **materially different** RFQ which superseded the one issued on a competitive basis." Comments at 3. The agency responds that it reasonably issued the task order to the next-in-line vendor, LBO. MOL at 12.

As stated above, generally, the statutes and regulations governing federal procurements are not strictly applicable to reproUREMENTS of defaulted requirements. *Colonial Press Int'l*, *supra* at 2. Our Office will review a reproUREMENT to determine whether the contracting agency acted reasonably under the circumstances. *Maersk Line*, *supra*. As also stated above, an agency has considerable discretion to repurchase goods and services for a substitute contract, and the FAR provisions applicable to this procurement invest equal or greater latitude in the contracting officer to determine how to conduct a reproUREMENT after the termination of a contractor for default. FAR 8.406-4(a)(1), 12.403(a); see also FAR 49.402-6; *Essan Metallix*, *supra*.

In this context, our Office has considered the extent of an agency's authority to reproUREMENT the undelivered quantity or term on a defaulted contract. See, e.g., *Steel Point Sols.*, *supra*. As pertinent here, FAR section 12.403(c)(2) provides as follows: "The Government's rights after a termination for cause shall include all the remedies available to any buyer in the marketplace. The Government's preferred remedy will be to acquire similar items from another contractor . . ." FAR 12.403(c)(2); see also FAR 49.402-6(a) ("When the supplies or services are still required after termination, the contracting officer shall repurchase the same or similar supplies or services against the contractor's account as soon as possible.").

As relevant here, our Office has concluded, as one example, that when a contract is terminated for default, an agency may award a reproUREMENT contract to the next-

the protester's other challenges to the reproUREMENT were denied); *Montage*, *supra* at 4 (defaulted contractor was not an interested party to argue the agency should have solicited offers from more firms where the agency had reasonably excluded the protester from the procurement).

lowest-priced, qualified offeror under the original solicitation at its original price, provided the time span between the original competition and the default is relatively short, and there is a continuing need for the services. See, e.g., *Steel Point Sols., supra* at 7-8; *Maersk, supra*; *Adaptive Concepts, Inc.*, B-243304, June 25, 1991, at 3. Our Office has stated that under such circumstances, an agency reasonably can view the offers received under the original solicitation as an acceptable measure of what competition would bring, sufficient to satisfy the requirement of FAR section 49.402-6(b) for competition to the maximum extent practicable. *Maersk, supra*.

As noted above, after the BEP terminated KriaaNet's task order for default, the agency sent LBO an amended RFQ. AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025. With the amendment, the BEP removed one position and added one position--neither of which was a key personnel position--and the BEP eliminated the requirement to procure certain licenses that had already been obtained from KriaaNet prior to its termination.¹⁵ *Id.* LBO then submitted revised management approach and pricing quotations. COS at 9; Agency Supp. Brief at 2-3. With these facts, the BEP maintains that the changes in the amended RFQ were not significant, and the agency's fundamental needs were unchanged.¹⁶ Agency Supp. Brief at 2-3. Because it views the changes as insignificant, the agency contends that it properly issued the reprocurement task order to LBO as the next-in-line vendor in the original procurement. MOL at 10-12.

The protester contends that the agency cannot rely on our decisions denying protests of reprocurement awards to a next-in-line firm because the BEP did not issue the task order under the original RFQ at LBO's original price.¹⁷ Protester Supp. Brief at 2; see

¹⁵ The agency states it changed the two positions because the "BEP determined a slight tweak to the labor mix would better support the Washington DC facility." Agency Supp. Brief at 3. As for the software licenses, the BEP did not require LBO to purchase them because KriaaNet purchased the required licenses prior to the task order being terminated, the agency already installed them, and duplicating this requirement on LBO "would result in the Agency paying twice for a major component already provided by KriaaNet." *Id.*; see also MOL at 6-7 n.4.

¹⁶ With respect to pricing, while the reprocurement task order was issued at a lower price than LBO originally quoted, the BEP explains that it sought additional discounts from LBO and argues that doing so was consistent with FAR section 8.405-4, which provides, in relevant part: "Ordering activities may request a price reduction at any time before placing an order[.]" Agency Supp. Brief at 3-4.

¹⁷ The protester also argues that the BEP's actions in issuing the task order to LBO were improper because KriaaNet was not a defaulted contractor when the task order was issued. Comments at 10-11. The protester's arguments are not persuasive. As noted above, the BEP terminated KriaaNet's task order for default on December 3, 2025. COS at 4; AR, Tab I.3, Task Order Mod. 2. Subsequently, on January 22, 2026, the agency issued the reprocurement task order to LBO, and it issued a modification converting the termination of KriaaNet's task order to a termination for convenience on

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also Comments at 11-13. KriaaNet argues: “Because the Agency proceeded under a materially different RFQ than the one that had been the subject of the competitive procurement process culminating in an award to KriaaNet, the Agency did not--and, indeed, could not--proceed with a next-in-line offeror because no such offeror existed.” Comments at 12.

We have considered KriaaNet’s arguments and are not persuaded. While our Office has found an agency may reasonably award a reprocurement contract to the next-lowest-priced, qualified offeror under the original solicitation at its original price, see, e.g., *Maersk, supra*; see also *AeroSage, LLC*, B-416200, July 6, 2018, at 3 (finding it permissible to award a reprocurement contract under the original solicitation at the original price with a change to the delivery date); *International Tech. Corp.*, B-250377.5, Aug. 18, 1993, at 3, we have not stated that such an approach is the only reasonable means of conducting a reprocurement.

Furthermore, KriaaNet’s position is inconsistent with the applicable FAR provisions. As noted above, because the RFQ was issued pursuant to FAR subpart 8.4, FAR section 12.403(c)(2) applies. With respect to a reprocurement after default, section 12.403(c)(2) provides that the preferred remedy is for the agency “to acquire similar items” from another contractor.¹⁸ See Agency Supp. Brief at 4. KriaaNet’s insistence that an agency cannot conduct a reprocurement under any solicitation other than the original solicitation is inconsistent with the FAR’s preference to acquire similar--that is, not necessarily identical--items. As such, the propriety of the BEP’s actions turns on whether what the BEP acquired under the amended RFQ for the reprocurement was similar to what was contemplated under the task order previously issued to KriaaNet.

We have reviewed the record and find the services sought under the amended RFQ were similar to those sought under the original RFQ. As noted above, when the BEP amended the RFQ, it eliminated one position and added a position (neither of which were key personnel), and it removed a requirement to obtain certain licenses that it had already received under the original task order. AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025. Other aspects of the RFQ--including the performance work statement, places of performance, level of effort, and labor categories--remained the same. We

January 26. COS at 4; AR, Tab G.3, LBO Decision Document; AR, Tab I.5, Task Order Mod. 3 at 2. The agency did not convert the termination for default to a termination to convenience until it issued the modification on January 26--after the BEP had issued the reprocurement task order to LBO. Here, because the agency did not convert the termination for default to a termination to convenience until after the reprocurement task order was issued, KriaaNet was a defaulted contractor at the time the task order was issued.

¹⁸ As noted above, and to the extent the authorities under FAR part 49 are applicable as guidance, FAR section 49.402-6(a) also provides that the contracting officer “shall repurchase the same or similar supplies or services[.]”

note that prior to issuing the reprourement task order to LBO, the BEP considered and contemporaneously documented the conclusion that “[t]he replacement contract is of the same size and scope as the original (terminated) contract.” AR, Tab G.3, LBO Decision Document at 5. As the agency states, “LBO was still tasked to provide installation and maintenance services for all security systems at the BEP facilities and these [performance work statement] requirements were the same in both the original competition, and the amended RFQ issued to LBO.” Agency Supp. Brief at 2. Stated differently, although the agency made some minor changes to the RFQ, in part to account for completed performance under the original task order, those changes did not result in a task order that was meaningfully different from what the agency was procuring from KriaaNet under the original task order.

The protester does not offer any explanation as to why the changes in the amended RFQ resulted in a dissimilar procurement, other than offering KriaaNet’s unsupported opinion without any analysis or supporting evidence. See, e.g., Comments at 3, 11-12; Protester Supp. Brief at 8, 10, and 12. For example, KriaaNet contends that the changes to the RFQ must have been significant because the “personnel requirements changed to such an extent that LBO needed to submit both a revised Management Approach proposal and a revised Price proposal to reflect the changes to the level of effort that the Agency now claims were not made.” Protester Supp. Brief at 9 n.2. KriaaNet’s arguments are unavailing, as requesting revised quotations does not establish that the agency is acquiring dissimilar goods or services. For instance, there is no evidence in the record that the level of effort changed; rather, the BEP removed one position and added one position. On this record, we agree with the agency, and we find the work the BEP is acquiring from LBO is similar to the services contemplated under the original task order.

In sum, we find that after terminating KriaaNet’s task order for default, it was not unreasonable for the BEP to conduct a reprourement that included amending the RFQ and soliciting a revised quotation from LBO, a competitor in the original procurement. The BEP’s actions were consistent with the agency’s obligation to obtain competition to the maximum extent practicable, as well as the FAR’s preferred remedy of acquiring similar items from another contractor. Under these circumstances, we find no basis to object to the agency’s reprourement task order.

The protest is denied.

Edda Emmanuelli Perez
General Counsel