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Decision

Matter of: KriaaNet, Inc.--Reconsideration

File: B-422717.6

Date: August 18, 2026

Aron C. Beezley, Esq., Nathaniel J. Greeson, Esq., and Gabrielle A. Sprio, Esq., Bradley Arant Boult Cummings LLP, for the requester.
Justin M. Wakefield, Esq., Nicholas A. Richardi, Esq., and Richard L. Hatfield, Esq., Department of the Treasury, for the agency.
Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Request for reconsideration is dismissed where the requesting party only repeats arguments previously made and rejected by our Office and has not otherwise shown that our prior decision contains errors of fact or law that warrant reversal or modification of the decision.

DECISION

KriaaNet, Inc., a small business of Leesburg, Virginia, requests reconsideration of our decision in *KriaaNet, Inc.*, B-422717.4, B-422717.5, Apr. 23, 2026, in which we denied KriaaNet's protest of 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 the Treasury, Bureau of Engraving and Printing (BEP), to reprocore operations and maintenance services for integrated security systems after default by the original contractor, KriaaNet. The requester argues that our decision contains errors of law and fact that warrant reconsideration.

We dismiss the request for reconsideration.

BACKGROUND

On May 16, 2024, the agency issued the RFQ as a set-aside for 8(a) small businesses under the General Services Administration's Federal Supply Schedule, using Federal Acquisition Regulation (FAR) subpart 8.4 procedures. Contracting Officer's Statement (COS) at 1. The agency received three timely quotations, and on August 28, the BEP

selected KriaaNet's quotation as offering the best value.¹ *Id.* at 3; Agency Report (AR), Tab G.2, KriaaNet Decision Document at 11.

After the BEP awarded the task order to KriaaNet, the agency asked KriaaNet to confirm the availability of all key personnel identified in the firm's quotation. AR, Tab H.1, Email from BEP to KriaaNet, Sept. 5, 2025, at 2. After several weeks of back-and-forth about the availability of KriaaNet's key personnel, KriaaNet informed the agency that five of the firm's proposed key personnel were no longer available. COS at 4; AR, Tab H.3, Letter from BEP to KriaaNet, Oct. 22, 2025, at 2. The agency then submitted a cure notice to KriaaNet, and on December 3, subsequently terminated KriaaNet's task order for default. COS at 4; AR, Tab I.3, Task Order Mod. 2.

On December 8, the BEP notified LBO that KriaaNet's task order had been terminated and that the agency intended to issue the reprourement task order to LBO--the next-in-line vendor from the original competition. AR, Tab K.1, Email from BEP to LBO, Dec. 8, 2025. The agency thereafter issued an amended RFQ to LBO and requested a revised quotation. COS at 4; AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025.

On December 31, while the agency was coordinating with LBO on the scope of the reprourement, the contracting officer informed KriaaNet that the agency intended to convert KriaaNet's termination for default to a termination for convenience. AR, Tab J.4, Email from KriaaNet to BEP, Jan. 24, 2026, at 4. On January 22, 2026, the agency issued the reprourement task order to LBO in the amount of \$23,881,162. COS at 4. Four days later, on January 26, the agency issued a modification converting KriaaNet's termination for default to a no-cost termination for convenience. *Id.*; AR, Tab I.5, Task Order Modification No. 3 at 2.

KriaaNet filed its protest with our Office on February 2. KriaaNet's protest principally argued that the agency's actions in awarding the task order to LBO exceeded the permissible scope of a reprourement by materially changing the requirement and soliciting a revised quotation only from LBO--which KriaaNet contended amounted to an improper "***de facto***" sole-source" award. Protest at 2; Comments at 2-3. As relevant to this request, KriaaNet also alleged that the BEP improperly excluded KriaaNet from the reprourement without referring the matter to the Small Business Administration (SBA) under the SBA's certificate of competency (COC) procedures. Supp. Protest at 3; Comments at 3-5.

Our decision denied KriaaNet's protest. We concluded that the BEP reasonably conducted the reprourement of the services remaining under KriaaNet's terminated task order and reasonably sought a revised quotation from LBO, the next eligible vendor under the original competition. *KriaaNet, Inc.*, *supra* at 6-11. We therefore found no

¹ Our underlying decision in *KriaaNet, Inc.*, B-422717.4, B-422717.5, Apr. 23, 2026, sets forth the procurement history in detail. Here we repeat only the facts relevant to the request for reconsideration.

basis to object to the agency's decision to amend the RFQ, request a revised quotation from LBO, and issue the reprourement task order to LBO. *Id.* With respect to KriaaNet's allegation that the agency was required to refer KriaaNet's exclusion to the SBA, we concluded that KriaaNet had not established that the BEP was required to refer the firm to the SBA under the circumstances of the reprourement. *Id.* at 5 n.11.

This request for reconsideration followed.

DISCUSSION

KriaaNet requests reconsideration of our decision, asserting that it contains material errors of law and fact. KriaaNet raises two principal arguments. First, the requester contends that our Office "erred as a matter of law" by rejecting KriaaNet's argument that the BEP was required to "refer an explicit determination of nonresponsibility concerning KriaaNet to the SBA under the COC procedures." Req. for Recon. at 4. Second, KriaaNet asserts that our decision "erred as a matter of fact in holding that KriaaNet was a defaulted contractor rather than a contractor terminated for convenience." *Id.* at 4, 7. For the reasons discussed below, we find that the request for reconsideration rests solely on the repetition of arguments made in the original protest and is therefore dismissed for failing to meet our standard for reconsideration.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must set out the factual and legal grounds upon which reversal or modification of a decision is deemed warranted, specifying any errors of law made or information not previously considered. 4 C.F.R. § 21.14(a); *Octo Consult. Grp., Inc.--Recon.*, B-416097.5, Feb. 28, 2019, at 3. 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); *Strategic Res., Inc.--Recon.*, B-423597.4, June 25, 2026, at 3.

KriaaNet first contends that our decision contains a material error of law.² According to the requester, when conducting the reprourement, the contracting officer expressly determined that KriaaNet was nonresponsible; the agency therefore was required to refer that determination to the SBA before excluding KriaaNet from the reprourement. Req. for Recon at 4-7. In support of this position, KriaaNet principally relies on the terms of the Small Business Act, 15 U.S.C. § 637(b)(7); SBA regulations at 13 C.F.R. § 125.5; and FAR subpart 19.6. *Id.* The requester argues that these provisions apply to all federal procurement actions involving a small business contractor and contain no exception for reprourements following a termination for default. *Id.* KriaaNet asserts that our decision improperly "waive[d]" these applicable statutory and regulatory requirements and "ma[de] judgments which are explicitly reserved for the SBA by statute and regulation." *Id.* at 2, 6.

² Although we do not address every assertion raised by KriaaNet, we have considered them all and conclude that none provides a basis to reverse or modify our prior decision.

KriaaNet raised precisely this argument during the underlying protest, which our Office rejected. In this regard, the protester alleged that the contracting officer determined KriaaNet to be nonresponsible and then impermissibly excluded the firm from the repurchase without referring the matter to the SBA. Supp. Protest at 3-5; Comments at 3-5. Our decision expressly identified KriaaNet's allegation and considered the authorities upon which KriaaNet relied. *KriaaNet, Inc.*, *supra* at 5 n.11. We nevertheless concluded that KriaaNet had not shown that the COC referral requirements applied to the agency's decision to exclude KriaaNet from the repurchase:

KriaaNet contends that the agency impermissibly made a determination of nonresponsibility and excluded KriaaNet from the repurchase 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 repurchases 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.

KriaaNet, B-22717.4, *supra* at 5 n. 11

The requester's renewed reliance on the same argument, and same statutory and regulatory provisions, does not demonstrate that our decision was legally erroneous. Our Office has stated repeatedly that a request for reconsideration does not provide a second opportunity for a party to reargue its protest or obtain a different result based on disagreement with our interpretation of the applicable authorities. See, e.g., *Mission Analytics, LLC--Recon.*, B-422841.2, Apr. 18, 2025, at 3-4 (rejecting renewed argument concerning proper interpretation of applicable FAR provisions as repetition and disagreement with prior decision). Accordingly, we dismiss KriaaNet's request because it repeats the same arguments it raised in the underlying protest and fails to demonstrate that our decision contains a material error of law concerning the applicability of the SBA's COC procedures to the agency's actions here.³ *Strategic*

³ KriaaNet's request acknowledges that its argument relies on the same statutes and SBA regulations as raised in its underlying protest, noting that these authorities "were cited in KriaaNet's filings and are again recited herein[.]" Req. for Recon at 6. Indeed, KriaaNet's argument is nearly a word-for-word recitation of the argument KriaaNet raised in its supplemental protest. Compare Req. for Recon at 4-7 with Supp. Protest at 3-6. Such an approach fails to meet our standard for reconsideration. *Strategic Resources, Inc.--Recon.*, *supra*.

Res., Inc.--Recon., *supra* at 4-6 (dismissing request alleging error of law when requester repeats the same legal argument as raised in the underlying protest).

In any event, even if we were to again consider the merits of KriaaNet's renewed allegation, we would find no basis to grant KriaaNet's request. KriaaNet's protest allegation, and now its request for reconsideration, rests on the mistaken premise that the BEP's decision not to include KriaaNet in the repurchase--necessitated by the termination of KriaaNet's own task order--necessarily constituted a responsibility determination governed by the SBA's COC procedures. Our decisions do not support this premise. In this regard, our Office has long recognized that an agency conducting a repurchase following a default termination generally is not required to solicit the contractor whose contract or order was terminated--and that excluding the defaulted contractor from the repurchase is not a determination of nonresponsibility. *Montage, Inc.*, B-277923.2, Dec. 29, 1997, at 3-4; *Essan Metallix Corp.*, B-310357, Dec. 7, 2007, at 3 (noting that an agency may properly exclude a terminated contractor from a repurchase and affirming our decision in *Montage, Inc.* that such an exclusion does not constitute a determination of nonresponsibility). Indeed, our Office has previously rejected the argument that excluding a small business contractor from the repurchase necessarily constitutes a nonresponsibility determination requiring referral to the SBA. See *Derm-Buro, Inc.*, B-400558, Dec. 11, 2008, at 3 n. 3 (rejecting argument that an agency's refusal to solicit a veteran-owned small business in a repurchase requires referral to the SBA, noting that following *Montage, Inc.*, "our Office no longer considers an agency's determination to exclude a firm from a repurchase to involve a determination of nonresponsibility").

Here, KriaaNet has not established that the particular agency action KriaaNet challenged--the agency's decision to exclude KriaaNet from the repurchase necessitated by the termination of KriaaNet's own task order--constituted a nonresponsibility determination that required the BEP to refer KriaaNet to the SBA.⁴ Accordingly, even if we were to entertain the repetition of KriaaNet's protest argument, the requester provides us with no basis to conclude that our decision overlooked controlling authority or otherwise contained a material error of law.

⁴ The requester's argument places considerable emphasis on the contracting officer's characterization of KriaaNet as "nonresponsible" in a declaration the agency submitted to support a request for summary dismissal submitted in response to the underlying protest. Req. for Recon. at 5-6; Supp. Protest at 2-3. The agency's adoption of this terminology, in a protest filing, does not alter our analysis, however. In this regard, whether the agency's action constitutes a responsibility determination turns on the nature of the agency's action--not merely the terminology used to describe it. Here, the challenged action was the BEP's decision not to solicit KriaaNet in the repurchase necessitated by KriaaNet's default--an action our decisions do not consider a determination of nonresponsibility. See *Montage, Inc.*, *supra*; *Derm-Buro, Inc.*, *supra*.

KriaaNet next contends that our decision contains a material error of fact by finding that KriaaNet was a defaulted contractor at the time the agency issued the task order to LBO. Req. for Recon. at 7. In this regard, the requester asserts that the agency converted KriaaNet's termination for default to a termination for convenience on December 31, 2025--before the agency issued the reprocurement task order to LBO on January 22, 2026. *Id.* KriaaNet contends that our decision denying KriaaNet's protest (and finding the agency's reprocurement actions reasonable) was thus "premised upon a factually erroneous determination that KriaaNet was a defaulted contractor, rather than a contractor terminated for convenience," and that our Office would have sustained KriaaNet's protest "but for this simple error of fact." *Id.*

As an initial matter, the requester made this same assertion in the underlying protest, Comments at 10-11, and its request cites our Office's rejection of this same argument. Req. for Recon. at 7 (citing KriaaNet, *supra*, at 9-10 n.17). Indeed, our underlying decision explicitly rejected KriaaNet's argument because it was premised on a factually inaccurate characterization of the record:

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 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 [for] 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.

KriaaNet, supra, at 9-10 n. 17. KriaaNet's repetition of the same argument it raised in the underlying protest does not provide a basis for our Office to reconsider our decision. *Strategic Res., Inc.--Recon, supra*.

Even if we were to consider this repeated argument, however, we would find no basis to question our prior decision because we would find that KriaaNet's argument is again premised on a misinterpretation of the factual record.

As noted above, the agency terminated KriaaNet's task order for default on December 3. COS at 4; AR, Tab I.3, Task Order Modification No. 2. On December 8, while that termination remained in effect, the agency contacted LBO to commence the reprocurement. AR, Tab K.1, Email from BEP to LBO, Dec. 8, 2025. The agency

thereafter amended the RFQ and requested a revised quotation from LBO. AR, Tab K.2, Email from BEP to LBO, Dec. 10, 2025; COS at 9. On December 31, the contracting officer informed KriaaNet, via email, that the agency would convert the default termination to a termination for convenience and BEP would issue the task order modification after the agency completed its internal reviews. AR, Tab J.4, Email from KriaaNet to BEP, Jan. 24, 2026, at 4. The agency issued the reprourement task order to LBO on January 22. COS at 4; AR, Tab G.3, LBO Decision Document. On January 26, the contracting officer executed the task order modification converting KriaaNet's termination for default to a no-cost termination for convenience. COS at 4; AR, Tab I.5, Task Order Modification No. 3 at 2.

Contrary to the requester's assertion, the record does not establish that the termination for default was converted to a termination for convenience on December 31. Instead, the email communication dated December 31 reflects the BEP's intent to take future action (following "internal agency review") to modify KriaaNet's task order and convert the termination for default to a termination for convenience.⁵ KriaaNet cites no facts or legal authority to support the inference urged in its underlying protest--and now in its request--that the agency's email *itself* modified KriaaNet's task order and converted KriaaNet's termination at the moment the email was sent on December 31.⁶ We

⁵ As our decision noted, the contracting officer explained 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." *KriaaNet*, *supra* at 4-5 (citing COS at 7).

⁶ Neither KriaaNet's underlying protest nor its request for reconsideration makes this argument explicit, *i.e.*, that the agency's December 31 email should be understood as a self-executing modification to KriaaNet's task order that, once sent by the contracting officer, automatically converted KriaaNet's termination from one of default to one of convenience. Instead, KriaaNet simply asserts (in the underlying protest and now in its request), without citation, that December 31 was the date the agency converted KriaaNet's default termination to a termination for convenience. Req. For Recon at 7; Comments at 10-11. The record fails to support this assertion, however. Moreover, KriaaNet fails to identify any legal authority or contract provision to support the inference underlying its assertion that the December 31 email modified KriaaNet's task order to convert the termination for default to a termination for convenience. To the extent that the requester intended to raise a new legal theory that the December 31 email communication, by itself, legally modified the termination for default before the agency formally executed the task order modification on January 26, such an argument also provides no basis for us to grant reconsideration. In this regard, the relevant chronology and facts (including all task order provisions that address when modifications become effective) were known to KriaaNet when it prepared its protest. Reconsideration does not provide a party with an opportunity to present arguments that could have been, but were not, developed during the initial protest. *A P Ventures, LLC--Recon.*, B-420133.5, March 11, 2022, at 4.

therefore find no factual error in our statement that KriaaNet was a defaulted contractor at the time the reprourement task order was issued to LBO.⁷

In sum, KriaaNet's request fails to meet our Office's standards for reconsideration because it repeats arguments made in its underlying protest, mischaracterizes the record, expresses disagreement with our conclusions, and otherwise fails to identify a material error of fact or law warranting reversal or modification of our decision.

The request for reconsideration is dismissed.

Edda Emmanuelli Perez
General Counsel

⁷ We note, at any rate, that the requester identifies no authority--and we are aware of none--finding that a later administrative conversion of a termination for default to one for convenience, by itself, requires an agency to cancel a reprourement already underway, resolicit the requirement, or invite the terminated contractor to compete for the replacement work necessitated by the contractor's own termination for default. More to the point, not only has KriaaNet failed to establish the asserted factual error, but its request also fails to demonstrate that any alleged error would have been material to the outcome of our decision. *See Mission Analytics, LLC--Recon.*, *supra* at 3.