



Decision

Matter of: Symons Emergency Specialties, Inc. d/b/a Symbiosis

File: B-424759

Date: October 27, 2026

Shelley Burnach for the protester.
Natica Chapman Neely, Esq., Department of Veterans Affairs, for the agency.
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GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's termination for convenience of an exercised option to extend services under the protester's purchase order and alleging that the awardee of a follow-on contract is failing to comply with material performance requirements is dismissed because these arguments present questions of contract administration not for our consideration as part of our bid protest function.

DECISION

Symons Emergency Specialties, Inc. d/b/a Symbiosis (Symbiosis), a small business located in Redlands, California, protests the termination of its purchase order No. 36C26226P0525, issued by the Department of Veterans Affairs (VA) for non-emergent ambulance services in support of the VA Long Beach Healthcare System. The purchase order was issued as a short-term bridge order to prevent a break in available services due to litigation related to the competitive procurement for the long-term provision of the same services. Contracting Officer Statement (COS) at 1. Thereafter, an indefinite-delivery, indefinite-quantity (IDIQ) contract No. 36C26226D0030 was awarded under request for quotations (RFQ) No. 36C26225Q1093 to EDG Entities LLC (EDG), a service-disabled veteran-owned small business (SDVOSB) located in Long Beach, California, for the agency's long-term requirement for these services. Memorandum of Law at 2.

In its protest, Symbiosis asserts that the agency impermissibly terminated an option the agency previously exercised under its purchase order. The action was taken as part of corrective action in response to a prior protest filed by EDG arguing that the agency could not exercise the option under Symbiosis' purchase order because the option price under the order had not been evaluated when the order was initially awarded. The

protester also raises various concerns regarding the performance and administration of the IDIQ contract awarded to EDG, such as issues pertaining to EDG's compliance with the applicable limitation on subcontracting requirements, the identity of the entity allegedly actually performing the ambulance services, and compliance with applicable licensing requirements. Protest at 1-3.

We dismiss the protest because it presents issues of contract administration not for our consideration as part of our bid protest function.

Turning first to the protester's objections to the agency's termination of a previously exercised option under Symbiosis' purchase order, our Office has explained that our bid protest jurisdiction generally only applies to challenges to the award or proposed award of federal procurement contracts. 31 U.S.C. § 3552. Therefore, we generally do not review matters of contract administration, which are within the discretion of the contracting agency and for review by a cognizant board of contract appeals or court. 4 C.F.R. § 21.5(a); *Colt Def., LLC*, B-406696.2, Nov. 16, 2012, at 5. Relevant here, we have routinely explained that a protest challenging the termination of a contract generally presents a matter of contract administration that is outside of our bid protest jurisdiction. See, e.g., *Lyon Shipyard, Inc.*, B-417734.2, Oct. 22, 2019, at 3. Moreover, we have expressly concluded that an agency's decision not to exercise an option is a matter of contract administration that we will not consider. See *Innotion Enters., Inc.*, B-419907, Sept. 14, 2021, at 3 (explaining that GAO has "repeatedly determined that protests challenging an agency's decision not to exercise an option concern matters of contract administration outside the scope of our bid protest function").

We will consider a challenge to a termination or cancellation of an award if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract. 31 U.S.C. § 3551(1)(D); see also 4 C.F.R. § 21.1(a) (an interested party may protest termination of a contract, if the protest alleges that the termination was based on improprieties in the award of the contract). The limited number of cases where we have considered such protests challenging a termination or cancellation of an award have principally involved the distinguishable circumstances where a former awardee challenges the termination or cancellation of an award as part of corrective action taken in response to another disappointed offeror's protest. See, e.g., *Rigid Sec. Grp., Inc.*, B-421409.2, Aug. 14, 2023; *EA Eng'g, Science & Tech. Inc.*, B-411967.2 *et al.*, Apr. 5, 2016. Here, the protester does not challenge the agency's termination or cancellation of the award of its purchase order; rather, it challenges the agency's decision to terminate the option it previously exercised. The agency made the decision to terminate the option because the agency concluded that the option should never have been exercised because the option pricing was not evaluated as part of its initial award. The agency's termination decision is therefore tantamount to a decision not to exercise the option, which, as explained above, is matter of contract administration that we will not consider. Accordingly, the challenged agency action does not fall within section 3551(1)(D) and

section 21.1(a) of our Bid Protest Regulations, and we conclude that we do not have jurisdiction to resolve the issue.¹

We next address Symbiosis' additional protest grounds regarding the ongoing administration and performance of EDG's IDIQ contract. Importantly, the protester expressly disavows that it is challenging the agency's evaluation of offers and resulting award of the IDIQ contract to EDG. See, e.g., Protest at 1 ("Symbiosis is not asking the Agency to reopen, reconsider, or relitigate [the contract awarded to EDG], the prior competition for that requirement, or [Symbiosis' prior protest of the agency's evaluation]."). Rather, the protester's objections relate to EDG's on-going performance of its contract. See, e.g., *id.* at 2 (explaining that "Symbiosis respectfully requests that the Agency address whether the underlying requirement *is currently being performed* in accordance with contractual and regulatory requirements applicable to the SDVOSB set-aside") (emphasis added); *id.* (requesting the agency to confirm, among other things, that: (1) it is "monitoring compliance with the limitations on subcontracting applicable to [EDG's contract];" and (2) "whether the Agency has verified, prior to or at the commencement of performance, that the entity or entities actually operating ambulances and performing . . . ambulance services under the applicable VA requirement possess the licensing and regulatory authority required to provide those services within Los Angeles County"). These arguments, which clearly implicate

¹ Even if we were to consider the merits of the agency's decision to terminate the exercise of the option, the protester's challenge is without merit. The agency concluded that termination of the option was required because the option pricing was not evaluated as part of its initial award. In this regard, the contracting officer stated that he "did not evaluate the pricing for the option to extend services" at the time of the award to Symbiosis, and the VA subsequently determined that this rendered the exercise of the option to extend services improper. See COS at ¶¶ 4, 8. We have explained that where an agency fails to evaluate proposed pricing for an option to extend services as part of the initial award, the exercise of such option amounts to a contract extension beyond the scope of the contract, and therefore effectively constitutes a new procurement. In such circumstances, to exercise an unevaluated option to extend, the agency must justify the use of noncompetitive procurement procedures in accordance with applicable procurement law and regulation for the award of a non-competitive contract. See, e.g., *Department of the Army--Recon.*, B-401472.2, Dec. 7, 2009, at 6; *Major Contracting Servs., Inc.*, B-401472, Sept. 14, 2009, at 6.

Symbiosis does not allege--or otherwise credibly rebut the agency's contrary assertions--that the agency evaluated the option as part of the initial contract award or, to the extent that the agency did not evaluate the option, complied with the applicable requirements for making a non-competitive award when exercising the option. Thus, on this record, even if we were to conclude that we had jurisdiction over the protester's allegation, we would have no basis to conclude that the agency violated applicable procurement law or regulation when it terminated the improperly exercised option to extend the performance period.

questions regarding the awardee's post-award performance and the agency's administration thereof, present quintessential questions of contract administration not for our consideration as part of our bid protest function. See, e.g., *Indigo Ridge Farms, LLC*, B-424156.2, B-424156.3, June 15, 2026, at 9 (explaining that a contractor's ability to obtain or maintain necessary licenses generally present questions of contract administration); *D&G Support Servs., LLC*, B-419245, B-419245.3, Jan. 6, 2021, at 11 (same, with respect to compliance with small business subcontracting limitations).

The protest is dismissed.

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