

## ENFORCEMENT OF A COURT ORDER ON A GOVERNMENT CONTRACT AWARD

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It is rare to see an agency ignore a specific injunctive order of the Court of Federal Claims (“CFC”), and even rarer to see an enforcement action requested and enforcement granted in a government contracting matter. However, *Gemini Tech Services v. United States et al*, No. 24-1494 (Fed. Cl. Feb. 5, 2026) is such a case.

Indeed, *Gemini* is only one of the total of six reported enforcement actions filed at the CFC in the years 1961-Feb. 2026. Those cases are as follows: *Gemini Tech Services LLC v. U.S.*, February 05, 2026 --- *Fed.Cl.* ---- 2026 WL 332553; *Johnson Lasky Kindelin Architects, Inc. for Benefit of IMEG Corp. v. U.S.*, 152 Fed.Cl. 340 (2021); *Aluminum Shapes, LLC v. U.S.*, U.S. Court of Federal Claims, 139 Fed.Cl. (2018); *Pacific Gas and Electric Company v. U.S.*, 122 Fed.Cl. 315 (2015); *Lion Raisins, Inc. v. U.S.*, 64 Fed.Cl. 536 (2005); and *Dubinsky v. U.S.*, 43 Fed.Cl. 243 (1999).

In 2023, the Army issued a solicitation for logistics support services at Redstone Arsenal in Alabama. After the solicitation closed, Gemini filed a protest with the Government Accountability Office (“GAO”) alleging that the Army entered discussions with technically unacceptable offerors; unfairly conducted discussions; and improperly conducted a price/cost realism evaluation. GAO denied Gemini’s protest on Sept. 4, 2024.

Gemini then filed a bid protest at the CFC on September 25, 2024, alleging that Gemini’s proposal was the only acceptable one and discussions with a technically unacceptable bidder (the awardee, JP Logistics) were improper after the Army concluded that JP could not be made technically acceptable. Gemini asked for declaratory and injunctive relief directing the Army to award to Gemini or not award to JP Logistics. The CFC held that the Army had violated FAR 15.306(c)(1) by failing to consider which proposals were most highly rated when it established the first competitive range and opened discussions, and this action prejudiced Gemini, and warranted injunctive relief.

The court issued a permanent injunction order on May 8, 2025 that had three prongs, directing the Army, in the second prong, to “conduct a new evaluation of the offerors’ initial proposal submissions in accordance with the solicitation.”

In October 2025, Gemini filed a motion alleging that the Army had failed to comply with the Court’s May, 2025 order because the Army amended the original solicitation in September 2025 and requested revised proposals. Gemini asserted that the Army violated the second prong of the order by amending the original solicitation, requesting revised proposals and not making award based on reevaluation of initial proposals.

The Government responded that it had complied with the *technical terms* of the injunction’s order because it had conducted a re-evaluation of the initial proposals, even though it subsequently amended the solicitation, requested revised proposals, and made award based on the revised proposals. The government further argued that its decision to amend the solicitation and request revised proposals was attributable to a policy change made in August 2024—more than a month before the bid protest had been filed at the CFC, and nearly one year before the CFC had awarded injunctive relief.

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The CFC then considered whether the Army had complied with both the literal terms of the injunction and its remedial purpose because a party could violate an injunction through “direct disobedience or by taking actions that, while not expressly prohibited, would frustrate the injunction’s intended relief.” The CFC held that the Army’s decision to amend the solicitation and request revised proposals failed to comply with the terms and remedial spirit in the injunction order. Even though the Army had conducted a re-evaluation of the remaining offerors’ initial proposals, Army failed to use that re-evaluation in making the award—making that reevaluation meaningless.

Takeaway. The CFC noted that “A party may not do indirectly what [it] is barred from doing directly, and [it] may not evade actions in a way that would frustrate the injunction’s remedial purpose” citing *McComb. V. Jacksonville Paper Co*, 336 U.S. 187, 192 (1949). Army should have asked the court to “clarify the scope of the [second prong of the injunction] or sought an appeal” if it thought that a “cursory re-evaluation of initial proposal” for no real purpose was sought. In sum, the Army’s actions achieved the exact same result that the injunction forbade—evaluating altered proposals beyond those included in the initial proposals. The CFC deferred consideration on whether sanctions on the Government were warranted pending the Army’s future conduct on this procurement.

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