



# Decision

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**Matter of:** Centuria Corporation

**File:** B-422245.6

**Date:** August 1, 2025

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## DIGEST

Protest that the agency conducted discussions with the awardee without affording the protester an opportunity to submit a final revised proposal in a procurement using the procedures at Federal Acquisition Regulation (FAR) part 16 is denied where neither FAR part 16 nor the terms of the solicitation required the submission of written proposal revisions.

## DECISION

Centuria Corporation, a service-disabled veteran-owned small business (SDVOSB) of Reston, Virginia, protests the issuance of a task order to DecisionPoint Corporation, known at the time of proposal submission as EmeSec Inc., a SDVOSB of Gaithersburg, Maryland, under fair opportunity proposal request (FOPR) No. FA8773-23-R-0003, issued by the Department of the Air Force for defensive cyber realization, integration, and operational support services. Centuria argues that the Air Force conducted discussions with the awardee without affording it an opportunity to submit a revised proposal as required by Federal Acquisition Regulation (FAR) section 15.307(b).

We deny the protest.

## BACKGROUND

Using the procedures of FAR section 16.505, the Air Force issued the FOPR on

March 23, 2023, under the General Services Administration's (GSA's) Veterans Technology Services 2, governmentwide acquisition contract (VETS II contract). Agency Report (AR), Tab 5, FOPR at 66.<sup>1</sup> The solicitation, which was set aside for SDVOSBs, sought cyber protection team (CPT) support, management, engineering and technical services.<sup>2</sup> COS at 2.

The FOPR contemplated the award of a fixed-price task order with a 1-year base period and four 1-year option periods. AR, Tab 7, FOPR, amend. 0002 at 56. Award was to be made on a best-value tradeoff basis. *Id.* at 53. The following factors would be used to evaluate proposals: technical acceptability, past performance, and price. *Id.* at 53. The technical acceptability factor was to be rated acceptable or unacceptable. *Id.* As relevant here, the FOPR included a requirement that offerors submit proof of a level III Capability Maturity Model Integration (CMMI) certification for the "prime contractor providing the CPT support services."<sup>3</sup> *Id.* at 52.

#### Initial Proposals and Award

On May 1, 2023, the Air Force received proposals from ten offerors, including EmeSec and Centuria. COS at 4. EmeSec's proposal identified EmeSec as the prime contractor that had the required VETS II contract and that would be performing the CPT support services. *Id.* at 4-5. EmeSec's proposal also explained that it was a wholly owned subsidiary of DecisionPoint. *Id.* at 5. Because EmeSec did not have a level III CMMI certification, its proposal provided DecisionPoint's level III CMMI certificate, along with a meaningful relationship commitment letter (MRCL). *Id.* The MRCL between DecisionPoint and EmeSec indicated DecisionPoint's willingness for EmeSec to use DecisionPoint's CMMI level III certificate in the absence of one of its own. *Id.*

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<sup>1</sup> The FOPR was amended four times; unless otherwise noted, citations to the FOPR are to tab 5 of the agency report. In addition, citations to documents in the agency report are to the Adobe PDF page numbers.

<sup>2</sup> CPTs conduct rapid and focused defensive cyberspace operations to "hunt and clear" critical mission systems in support of Combatant Command and Joint Force requirements. AR, Tab 7, FOPR, amend. 0002 at 7; Contracting Officer's Statement (COS) at 2.

<sup>3</sup> The contracting officer explained in response to Centuria's December 11, 2023, protest with our Office that the CMMI is a process improvement approach that provides organizations with the essential elements of effective processes that ultimately improve their performance. CMMI maturity level III, which is one of five "Maturity Levels" in the CMMI, indicates that an organization's processes are well characterized and understood, and are described in standards, procedures, tools, and methods. Centuria Corp., B-422245 *et al.* Supp. COS at 1-2. Certificate recipients take a proactive approach to managing projects and processes and are dedicated to continuous improvement and producing work that makes a difference. *Id.* at 2.

At some point prior to proposal submission, EmeSec merged into DecisionPoint. AR, Tab 12, Novation Agreement. After proposal submission, but prior to award, on June 26, 2023, DecisionPoint entered into a novation agreement with GSA that recognized DecisionPoint as EmeSec's successor in interest. *Id.* The agreement identified the effective date as January 1, 2023. *Id.* at 2. Thereafter, on December 5, 2023, the Air Force awarded the contract to EmeSec. COS at 4. It was not until that date, post-award, that DecisionPoint informed the agency of the novation agreement. *Id.*; AR, Tab 30, Fair Opportunity Decision Document (FODD) at 161. The contracting officer then modified the contract document on December 6, 2023, reflecting award to DecisionPoint. AR, Tab 30, FODD at 161.

### Centuria's Protest

As stated, on December 11, 2023, Centuria protested the award to EmeSec/DecisionPoint.<sup>4</sup> *Id.* Centuria's protest alleged that EmeSec was not eligible for award because it did not hold a level III CMMI certificate and that the use of DecisionPoint's level III CMMI certificate was improper because the solicitation required EmeSec as the prime contractor to have the CMMI certificate. *Id.* In response to the protest, the Air Force argued that the MRCL between DecisionPoint and EmeSec sufficed to attribute the DecisionPoint level III CMMI certificate to EmeSec. *Id.* at 161-162. In support of the agency's position, the contracting officer explained that he found DecisionPoint's CMMI level III certificate sufficient to meet the requirement that EmeSec have one, based on the fact that DecisionPoint and EmeSec were parent and subsidiary, along with the MRCL, which stated that DecisionPoint and EmeSec operated as a "single internal operational unit" and shared "personnel, human resources, purchasing, and accounting procedures and corporate policies and guidelines." *Id.* at 162.

The GAO attorney assigned to the protest conducted outcome prediction alternative dispute resolution (ADR) with the parties, explaining that the MRCL did not clearly describe how the resources of the parent would be available for performance. Thereafter, the Air Force opted to take corrective action to reevaluate offerors' proposals and make a new best-value determination. COS at 6. Accordingly, GAO dismissed the protest as academic. *Centuria Corp.*, B-422245 *et al.*, Mar. 5, 2024 (unpublished decision).

### Air Force's Initial Corrective Action

The Air Force's corrective action involved the agency contacting the entity that issues the CMMI certificates--*i.e.*, the Information Systems Audit and Control Association (ISACA)--for information regarding how ISACA issues its certificates. COS at 6. After receiving this information from ISACA, the Air Force issued two interchange notices

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<sup>4</sup> At the time of its protest, Centuria did not know that the agency had modified the contract to reflect award to DecisionPoint.

(INs) to DecisionPoint regarding its level III CMMI certification.<sup>5</sup> *Id.* At the conclusion of the interchanges, based on the responses the agency received from DecisionPoint, the Air Force concluded that DecisionPoint's proposal was ineligible for award because it failed to submit proof of any level III CMMI certification for the prime contractor providing the CPT support services as required by the solicitation. *Id.* at 7. Accordingly, the contracting officer awarded the task order to Centuria--the next in line offeror after DecisionPoint--in the amount of \$83,184,746. COS at 7-8; AR, Tab 24, DecisionPoint Debrief at 23.

### DecisionPoint's Protest

On August 5, 2024, DecisionPoint filed a protest with our Office challenging the agency's determination that its proposal was ineligible for award because it failed to include proof of any level III CMMI certification for the prime contractor providing the CPT support services, as required by the FOPR. COS at 8. The protester argued that the agency's decision was unreasonable because it failed to consider EmeSec's merger into DecisionPoint<sup>6</sup> and the novation of the VETS II contract from EmeSec to DecisionPoint. We sustained the protest, finding that the Air Force's determination that DecisionPoint's proposal failed to meet this requirement was not reasonable because, as a result of the merger between DecisionPoint and EmeSec, which was effective January 1, 2023, the prime contractor was now DecisionPoint, and the record showed that at the time the agency conducted its post-corrective action evaluation, the prime contractor (DecisionPoint) included proof of its CMMI certification in its proposal as required by the solicitation. *DecisionPoint Corp.- f/k/a Emesec Inc.*, B-422245.5, Nov. 13, 2024, 2024 CPD ¶ 269 at 8. Our decision recommended that the agency reevaluate the protester's proposal consistent with the decision and conduct and properly document an analysis of the effect of the corporate transaction at issue on the protester's proposed approach to performing the contract. *Id.* at 9.

### Air Force's Additional Corrective Action

The Air Force undertook a second corrective action in which it reevaluated DecisionPoint's proposal in light of the corporate transaction between EmeSec and DecisionPoint and subsequent novation agreement between DecisionPoint and GSA, which was entered into on June 26, 2023. COS at 9; AR, Tab 30, FODD at 166-167.

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<sup>5</sup> The contracting officer issued the first IN on April 15, 2024, and DecisionPoint responded on April 18, 2024. AR, Tab 26, Clarification Notice 1 at 1. The agency issued the second IN on April 23, 2024, and DecisionPoint responded on April 26, 2024. AR, Tab 27, Clarification Notice 2 at 1.

<sup>6</sup> Although, as previously discussed, at the time of proposal submission on May 1, 2023, the protester's proposal explained that it was a wholly owned subsidiary of DecisionPoint, due to the June 26, 2023 novation agreement, which had an effective date of January 1, 2023, DecisionPoint's position now is that EmeSec merged into DecisionPoint in January 2023.

The agency concluded that DecisionPoint “did submit proof and has a Level III CMMI Certification for the prime contractor providing the CPT support services and has met the FOPR’s requirements and is considered eligible for award.” *Id.* at 167. Ultimately, after evaluating the proposals, the agency assigned Centuria’s and DecisionPoint’s proposals the following ratings:<sup>7</sup>

	CENTURIA	DECISIONPOINT
Technical	Acceptable	Acceptable
Past Performance Confidence	Substantial	Substantial
Total Evaluated Price	\$83,184,746	\$83,088,428

AR, Tab 30, FODD at 292-293; Tab 33, Centuria Debrief at 22.

The agency concluded that DecisionPoint’s proposal represented the best value to the government and awarded the task order to DecisionPoint in the amount of \$83,088,428.<sup>8</sup> AR, Tab 30, FODD at 292-293. On April 23, 2025, the agency notified Centuria that its proposal had not been selected for award. AR, Tab 32, Centuria Unsuccessful Offeror Notice at 1. After requesting and receiving a debriefing on April 24, Centuria filed this protest with our Office. AR, Tab 33, Centuria Debrief.

## DISCUSSION

Centuria argues that the Air Force conducted discussions with the awardee regarding the required CMMI certification during the initial round of corrective action without affording Centuria an opportunity to submit a revised proposal in violation of FAR section 15.307(b).<sup>9</sup> Comments at 1. The protester maintains that if given the opportunity, it could have proposed a lower price. The agency disagrees that it engaged in discussions, arguing that the interchanges with DecisionPoint did not constitute discussions. The agency further contends that its interchanges with DecisionPoint were properly tailored to the CMMI certification issue and conducted reasonably in accordance with FAR subpart 16.5. For the reasons discussed below, we find no basis to sustain the protest.

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<sup>7</sup> The agency evaluated past performance confidence as: substantial, satisfactory, limited, no, or unknown. AR, Tab 7, FOPR, amend. 0002 at 56.

<sup>8</sup> As the awarded value of the task order at issue here is \$83,088,428, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency indefinite-delivery, indefinite-quantity (IDIQ) contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(2); COS at 10.

<sup>9</sup> Centuria also challenged the agency’s best-value tradeoff decision but withdrew this argument. Comments at 1, n.1 (“Centuria hereby withdraws its second protest ground, that the [a]gency failed to conduct a rational best value tradeoff decision.”).

In reviewing protests challenging an agency's evaluation of proposals in a task order competition, our Office does not reevaluate proposals but examines the record to determine if the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *HumanTouch, LLC*, B-419880 *et al.*, Aug. 16, 2021, 2021 CPD ¶ 283 at 6.

As an initial matter, although the protester and agency disagree regarding whether the Air Force's interchanges were discussions, we do not need to decide this issue because, in either event, we find, as discussed below, that the protester has failed to demonstrate that there was any requirement for the Air Force to provide all offerors with an opportunity to submit final proposal revisions.

Turning to the protester's argument, Centuria does not assert that the agency's interchanges with DecisionPoint were misleading or unequal, or that the Air Force was required to conduct discussions regarding its proposal. Comments at 7 (The agency "mischaracterizes the protest as a complaint about disparate treatment," but "Centuria's protest does not contend that the evaluation results required the [a]gency to identify areas of the proposal for Centuria to address[.]"). Rather, Centuria contends that because the agency opened discussions, as a procedural matter, it was required by FAR section 15.307(b) to obtain final proposal revisions from all offerors at the conclusion of discussions. Comments at 1 (quoting FAR 15.307(b)) ("At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision."). The protester maintains that had it been given an opportunity to submit a final proposal revision, it would have proposed a lower price. Comments at 7. The agency responds that it was not required to provide offerors with an opportunity to submit final proposal revisions. Memorandum of Law at 7-8, 11-12.

Based on our review, the protester has failed to demonstrate that, even if the agency had conducted discussions, there is any requirement for the Air Force to provide all offerors with an opportunity to submit final proposal revisions. In this regard, there is nothing in the solicitation that indicated that the agency would, or was required to, request final proposal revisions. To the contrary, although the FOPR reserved the right of the government to hold interchanges, the solicitation specified that "Final Proposal Revisions (FPRs) will not be requested." AR, Tab 7, FOPR, amend. 0002 at 58.

Furthermore, while the protester relies on FAR section 15.307(b) as requiring the agency to request final proposal revisions from all offerors, as noted previously, the procurement here was conducted using the procedures of FAR part 16. Although the ordering procedures set forth in FAR section 16.505 require agencies to provide contract holders with a "fair opportunity" to be considered for task or delivery orders, these procedures also expressly state that the contracting officer may use streamlined procedures, and that "the policies in subpart 15.3 do not apply to the ordering process." FAR 16.505(b)(1)(ii). Accordingly, the agency was not required to provide offerors the opportunity to submit final proposal revisions as is required in a procurement conducted pursuant to FAR part 15. See FAR 15.307(b); *Skyline Ultd, Inc.*, B-416028, B-416028.2, May 22, 2018, 2018 CPD ¶ 192 at 7 (finding that because the procurement

was conducted under FAR section 16.505, the agency “was not required to provide offerors the opportunity to [submit] final proposal revisions as is required in a procurement conducted pursuant to FAR part 15.”).

Finally, as previously mentioned, the interchanges here were conducted as part of corrective action following a bid protest. Contracting officials have broad discretion to take corrective action where the agency determines that such action is necessary to ensure a fair and impartial competition. *MSC Indus. Direct Co., Inc.*, B-411533.2, B-411533.4, Oct. 9, 2015, 2015 CPD ¶ 316 at 5. Here, we find nothing unreasonable regarding the agency’s actions. Although Centuria argues that if given the opportunity, it could have proposed a lower price, as discussed above, the protester has failed to demonstrate that the agency was required to provide it with such an opportunity. Ultimately, the protester has not shown that the agency violated any applicable procurement laws or regulations, or in any way failed to comply with the terms of the solicitation.

The protest is denied.

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General Counsel