



DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: Centurion Analytics, LLC

File: B-423755; B-423755.2; B-423779; B-423779.2

Date: December 12, 2025

Jonathan D. Shaffer, Esq., and John M. Tanner, Esq., Haynes and Boone, LLP, for the protester.

Michelle F. Kantor, Esq., and Bryan T. Kostura, Esq., McDonald Hopkins LLC, for Veterans Choice Solutions, LLC, the intervenor.

Elizabeth Hall, Esq., and Krishon Gill-Edmond, Esq., Department of Veterans Affairs, for the agency.

Mary G. Curcio, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that awardee should have been eliminated from the competition based on a conflict of interest is denied where the agency investigated the allegation and reasonably concluded that the awardee did not have access to non-public competitively useful information.

DECISION

Centurion Analytics, LLC, of Fredericksburg, Virginia, protests the award of a contract to Veterans Choice Solutions, LLC, of Anthem, Arizona, under invitation for bids (IFB) No. 36C78625B0012, issued by the Department of Veterans Affairs (VA) for headstone maintenance at the Ohio Western Reserve National Cemetery and Woodland Cemetery Soldier's Lot (Ohio Western). Centurion also protests the award of a contract to Veterans Choice under request for quotations (RFQ) No. 36C78625Q50154, issued by the VA for grounds maintenance at the Ohio Western Reserve National Cemetery.¹

¹ Our Office initially developed the two protests separately; however, given the common issues presented, we are issuing this single consolidated decision resolving both protests. To avoid unnecessary redundancy, where documents submitted are identical, we have cited to the document submitted in response to the IFB protest. Where documents submitted are different, we have identified them by the B-number.

Centurion protests that Veterans Choice has a conflict of interest that should have resulted in the rejection of its bid and quotation.

We deny the protests.

BACKGROUND

The VA National Cemetery Administration (NCA) is responsible for headstone and grounds maintenance at the agency's national cemeteries. The NCA's field structure is organized into five districts: Pacific, Continental, Midwest, North Atlantic, and Southeastern, with a separate chain of command for each district and each cemetery within the district. Agency Report (AR), Tab 20, Decl. of Mr. S at 1. The Ohio Western cemetery is in the Midwest district. AR, Tab 26, Declaration of Ohio Western Cemetery Director at 1.

On May 20, 2025, the agency issued the RFQ for grounds maintenance services at the Ohio Western as a service-disabled veteran-owned (SDVOSB) small business set-aside. AR, Tab 1.1, RFQ (B-423779) at 1. The RFQ provided that the agency would evaluate the lowest-priced quotation for technical acceptability.² *Id.* at 25. If the lowest-priced quotation was technically acceptable and the offeror was responsible, the contract would be awarded to that vendor. *Id.*

The agency received three quotations in response to the RFQ. Contracting Officer's Statement (COS) at 3. Veterans Choice submitted the lowest-priced, technically acceptable quotation. The contracting officer found that Veterans Choice was responsible and awarded it the contract.

On May 21, the agency issued the IFB for headstone maintenance at Ohio Western as an SDVOSB set-aside. AR, Tab 4, IFB (B-423755) at 1. The IFB provided for award to the responsible bidder that submitted the lowest-priced responsive bid. *Id.* at 31.

The public bid opening took place on June 23, *via* phone conference. The agency received a bid from Centurion for a total price of \$6,369,954.00, and a bid from Veterans Choice for a total price of \$3,992,625.00.³ COS at 1. The agency awarded the contract to Veterans Choice after determining that it was a responsible bidder.

After learning of each of the awards to Veterans Choice, Centurion timely filed both protests with our Office.

² The agency would first evaluate the reasonableness of the quoted price; if it was evaluated as reasonable then the agency would move on to the technical evaluation. AR, Tab 1.1, RFQ (B-423779) at 27.

³ A third firm submitted a bid that could not be opened and was rejected. Memorandum of Law at 2.

DISCUSSION

Centurion argues that Veterans Choice had a conflict of interest, which should have resulted in the rejection of its bid and quotation in each of the respective procurements. Specifically, the protester contends that Veterans Choice is owned by a former VA official (Mr. S) who had access to competitively useful non-public information while he was working at the VA. As discussed below, the agency reasonably concluded that Veterans Choice did not have a conflict of interest.

Centurion asserts that Veterans Choice was formed by Mr. S in August 2023 and that before he left the VA, Mr. S served as an assistant director for the VA NCA at the Willamette National Cemetery in Portland, Oregon. According to Centurion, as assistant director Mr. S assisted the director in overseeing cemetery operations and would have had access to, among other things, internal documents and other information related to cemetery procurements, statements of work, internal acquisition material, internal planning and performance information, internal government procurement estimates, pricing data, task order funding data, and information regarding competitors. Centurion maintains that this is competitively useful, non-public information that provided Veterans Choice with an unfair competitive advantage on the protested procurements. Centurion also argues that while Mr. S may have been assigned to a specific cemetery, he would have had access to material information that is relevant to the administration, operations, and procurements of all the cemeteries within the jurisdiction of the NCA.⁴

Centurion's protest concerns an alleged conflict of interest under Federal Acquisition Regulation (FAR) subpart 3.1. See *Northrop Grumman Sys. Corp.*, B-412278.7, B-412278.8, Oct. 4, 2017, 2017 CPD ¶ 312 at 6-8. Subpart 3.1 of the FAR requires contracting agencies to "avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships." FAR 3.101-1; see *VSE Corp.*, B-404833.4, Nov. 21, 2011, 2011 CPD ¶ 268 at 7.

Where a firm may have gained an unfair advantage through its employment of a former government official, the firm can be disqualified from a competition based upon an appearance of impropriety created by this situation--even if no actual impropriety can be shown--so long as the determination of an unfair competitive advantage is based on hard facts and not on mere innuendo or suspicion. *Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 at 28. In determining whether a firm obtained an unfair competitive advantage from its employment of a former government employee with knowledge of non-public information, our Office has

⁴ Centurion raises numerous tangential arguments. We have reviewed each argument and while do not separately address each, we find that none of them provide a basis to conclude there was a conflict of interest that should have prevented Veterans Choice from being awarded the contracts.

considered a variety of factors, including whether the non-public information was in fact available to the firm, whether the non-public information was proprietary information, and whether the non-public information was competitively useful. *International Resources Grp.*, B-409346.2 *et al.*, Dec. 11, 2014, 2014 CPD ¶ 369 at 9. We review the reasonableness of the contracting officer's investigation and, where an agency has meaningfully considered whether an unfair competitive advantage exists, we will not substitute our judgment for the agency's, absent clear evidence that the agency's conclusion is unreasonable. *VSE Corp.*, *supra*.

The contracting officers for the IFB and RFQ procurements investigated the protester's conflict of interest allegations. The contracting officers obtained statements from Mr. S; the designated agency ethics official who counseled Mr. S when he left the VA; and the human resources specialist who was knowledgeable of Mr. S's employment history. The contracting officers also interviewed Mr. S's last supervisor, the director of the National Memorial Cemetery of Arizona, located in the Pacific district; the cemetery administrator at Ohio Western; and the NCA contracting senior management analyst and acquisitions lead.⁵

According to the agency, Mr. S's last position at the VA was as the assistant director of administration/field operations at the National Memorial Cemetery of Arizona, in the Pacific district. There, he ensured all field operations were completed according to agency standards, managed burial schedules, trained cemetery representatives on service delivery, engaged in team building, and addressed employee union issues. AR, Tab 20, Decl. of Mr. S at 2. Before that, Mr. S was the administrative officer and assistant director of field operations at the Willamette National Cemetery, also in the Pacific district. *Id.* His responsibilities there included, among other things, burial schedule, headstone ordering reports, public relations, time and attendance, employee team building, field operations, verification of burial site accuracy, supervising staff, and dealing with union issues. At both locations he supervised VA employees including gardeners, cemetery caretakers, engineering equipment operators, maintenance workers and mechanics, and motor vehicle operators on cemetery property. *Id.*

Mr. S explained that in each of these positions his role concerned internal operations and employee administration and never included procurement responsibilities. *Id.* He stated that he had no access to internal data regarding acquisition planning, or procurements, and never had the ability to enter the federal procurement data system or the contractor assessment reports and did not have access to internal VA documents or information related to cemetery procurements. *Id.* at 3.

⁵ In addition, the contracting officer for the maintenance services RFQ interviewed team members who were responsible for developing the RFQ. All the team members stated that they did not know Mr. S and that Mr. S was not involved in the procurement. Supp. COS (B-423779). at 2, 3.

The agency human resources specialist confirmed that Mr. S left employment at the VA more than a year before the solicitations for these procurements were issued. See AR, Tab 15, Decl. of VA Human Resources Specialist (B-423755). The contracting officer for the headstone maintenance procurement confirmed that the procurement was not planned while Mr. S was employed at the VA. Supp. COS (B-423755) at 2. The human resources specialist also confirmed that Mr. S. was never employed at the Ohio Western or in the Midwest region. AR, Tab 15, Decl. of Human Resources Specialist (B-423755); AR, Tab 1.12b (B-423779) at 1.

The director of the Ohio Western district informed the contracting officer that as far as he was aware Mr. S did not have access to any procurement materials for Ohio Western or participate in the evaluation process for any procurements in the Midwest district. AR, Tab 25, Question & Answer (Q&A) with Ohio Western Director (B-423755) at 1, 2; AR Tab 26, Decl. of Ohio Western Director; AR, (B-423779); Tab 3.1b, Q&A with Ohio Western Director (B-423779) at 2. The director also told the contracting officer he did not discuss the procurements with Mr. S.

The contracting senior management analyst stated that no one outside of contracting staff, which did not include Mr. S, had access to the electronic contract management system (eCMS). AR, Tab 23, Q&A with Senior Management Analyst (B-423755); Tab 24, Decl. of Senior Management Analyst; Tab 3.3a, Q&A with Senior Management Analyst (B-423779) at 2. He stated that staff could have limited access to the integrated financial and acquisition management system (iFAMS)⁶, depending on the person's roles and permissions. He also reported that the contracting officer could provide an employee with access to the central contract file within iFAMS, but that the file would not have procurement sensitive information. AR, Tab 23, Q&A with Senior Management Analyst (B-423755); AR, Tab 3.3a, Q&A with Senior Management Analyst (B-423779). He further stated that depending on his or her role, a person could see limited information across iFAMS that was relevant to other districts.

The contracting officer for the IFB procurement stated that he did not provide access to the iFAMS centralized contracting file to Mr. S. Supp. COS (B-423775) at 2. The contracting officer on the RFQ stated that he did not give Mr. S access to iFAMS. Supp.

⁶ iFAMS is a comprehensive system used by the VA to streamline veterans' benefits and manage financial reporting and acquisition operations. Agency Resp. to GAO Question at 1. It integrates various functions such as budgeting, accounting, procurement, and asset management into a single platform. *Id.* While data is shared with internal and external organizations such as the General Service Administration's SAM.gov system, data is controlled through firewalls and differing transmittal methods to ensure information security. Data access is controlled by personnel with system security roles and responsibilities created in system configuration. Access to information is granted only to personnel with a "need to know." Additionally, programmatic offices/administrations/ facilities will only have access to their assigned locations and other locations are segregated by firewall configuration. *Id.*

COS (B-423779) at 3. The director at the cemeteries where Mr. S worked in the Pacific district stated that Mr. S had access to iFAMS to see the operational budget of the cemetery and to approve credit card purchases in the director's absence. He stated that Mr. S did not have access to contract shared files. AR, Tab 21, Q&A with Pacific District Director (B-423775); AR Tab 22, Decl. of Pacific District Director; AR, Tab 3.2, Q&A with Pacific District Director (B-423779).

The contracting officers considered the information they received and concluded that it did not demonstrate that Mr. S had access to non-public competitively useful information. Specifically, they considered that Mr. S never worked in the Ohio Western district and was not involved in the headstone and grounds maintenance procurements, and that there was no information demonstrating that he had access to information regarding either procurement. Mr. S did not have access to eCMS. While he did have access to iFAMS, that access was not to shared contracting files. Moreover, Mr. S left the VA more than one year before either of these procurements were planned.

The protester continues to assert that given Mr. S's job responsibilities over cemetery operations and management of VA cemetery employees, he had access to competitively useful non-public information such as staffing ratios/personnel required to complete various tasks, internal productivity rates, government work load estimates and data, government estimation tools, typical estimated material costs, cemetery operational procedures, financial and pricing records, maintenance and equipment schedules, and accident reports. The protester also argues that the agency's investigation into the conflict of interest was "unreasonably cabined." Comments (B-423779) at 2; Supp. Comments (B-423755) at 6-9.

Even if Mr. S did have access to such information, Centurion does not explain how this information gave Mr. S a competitive advantage in the subject procurements. As explained above, Mr. S did not supervise contractor staff, and he did not have responsibilities related to contracts. The fact that Mr. S might know, for example, the number of VA staff required to complete various tasks under his responsibility does not mean that Mr. S would know the amount of contractor staff needed to complete the tasks assigned under the procurements.

Moreover, Mr. S worked at a different location than the subject procurements and left more than a year before the solicitations were developed and issued. Accordingly, any information he did have would not be relevant to the Ohio Western cemetery and would likely be stale. See *McKissack-URS Partners, JV*, B-406489.7, Jan. 9, 2013, 2013 CPD ¶ 25 at 7 (finding reasonable a contracting officer's determination that information more than three years old had grown stale and was no longer competitively useful).

Centurion also points to the fact that Mr. S had access to iFAMS, and according to the cemetery director at Ohio Western, he could have accessed limited information from other districts and cemeteries. As stated above, Mr. S's supervisor reported that Mr. S had limited access to iFAMS to track the cemetery budget, but his access did not extend to the contracting module. AR, Tab 21, Q&A with Pacific District Director

(B-423775); AR Tab 22, Decl. of Pacific District Director; AR Tab 3.2, Q&A with Pacific District Director (B-423779); Agency Resp. to GAO Questions. The contracting officers for both procurements also stated that they did not grant Mr. S access to iFAMS for Ohio Western. Supp. COS (B-423755) at 2; Supp. COS (B-423779) at 2. We find no basis to question the conclusion of the contracting officers that any access to iFAMS granted to Mr. S did not provide him with non-public competitively useful information.

On this record, we find that the contracting officers in each procurement conducted reasonable investigations and reasonably concluded that Mr. S did not have a conflict of interest that rendered Veterans Choice ineligible for contract award. As noted above, through interviews with Mr. S and his colleagues and supervisor, they determined that Mr. S did not have access to procurement information at all, let alone any information associated with these procurements. Accordingly, we find no basis to question the contracting officers' conclusions that Mr. S was not privy to non-public, competitively useful information.⁷ In this regard, we note that a person's familiarity with the type of work required, resulting from the person's prior position in the government, is not, by itself evidence of an unfair competitive advantage. *Dewberry Crawford Grp.; Partner 4 Recovery*, B-415940.11 *et al.*, July 2, 2018, 2018 CPD ¶ 298 at 24-25.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

⁷ Centurion also argues that the agency should have found that Veterans Choice was a non-responsible firm based on Mr. S's alleged violations of "revolving door" and conflict of interest requirements under multiple contracts previously awarded to Veterans Choice. As described above, Centurion has not demonstrated that Mr. S had access to non-public competitively useful information and therefore has not shown there was a conflict for these two protested procurements. Centurion's arguments with respect to other procurements, not currently before us, are based purely on speculation that Veterans Choice had a conflict of interest for those procurements. We dismiss this basis of protest as legally insufficient. See 4 C.F.R. §§ 21.1(c)(4) and (f).