



Decision

Matter of: Metro East Joint Venture, LLC

File: B-424392

Date: April 21, 2026

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

William J. Shim, Esq., and Jon J. Gottschalk, Esq., Department of Health and Human Services, for the agency.

Michael P. Grogan, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's issuance of a contract modification that exercises an option period under the incumbent sole-source contract is dismissed as untimely where the protest was filed more than 10 days after the agency posted the original notice indicating that the agency could exercise the option period under challenge and the protester failed to timely challenge the inclusion of the option.

DECISION

Metro East Joint Venture, LLC, a small business of Chattanooga, Tennessee, protests the issuance of a sole-source contract modification to Chenega Global Protection, LLC, of Chantilly, Virginia, by the Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), for guard services at the CDC's Atlanta and Fort Collins campuses. The protester contends the agency's sole-source modification extending Chenega's performance is contrary to law and regulation, and that the CDC failed to consider various conflicts of interest. Additionally, Metro argues the agency has unduly delayed the implementation of its correction action, taken in response to a prior protest.

We dismiss the protest.

BACKGROUND

Relevant here, the agency explains that Chenega's originally awarded contract was set to expire on November 30, 2024, but the CDC issued a modification--executed pursuant

to FAR 52.217-8 (Option to Extend Services)--that extended services until May 31, 2025. Req. for Dismissal, exh. 3 (Redacted Sole Source Justification) at 2-3. The agency then awarded a separate bridge contract to Chenega, which extended performance through December 31, 2025. *Id.*

Metro filed an initial protest with our Office on December 10, 2025, challenging the CDC's intention to issue a sole-source modification of the agency's bridge contract to Chenega. The contract modification would extend the performance period of the contract pursuant to Federal Acquisition Regulation (FAR) 6.302-1 (Only one responsible source and no other supplies or services will satisfy agency requirements). The agency's notice explained that a competitive solicitation would not be issued, but responsible sources that believed they could meet the agency's requirements could submit a capabilities and qualifications statement to the CDC by December 11.

Metro's protest raised two principal arguments, that (1) personal and organizational conflicts of interest rendered the agency's intended award to Chenega contrary to law and regulation, and (2) the intended sole-source modification exceeded the agency's minimum needs, with respect to the period of performance, option periods, and terms and conditions. On December 19, the agency advised that it would take actions that would render the protest academic. The CDC explained that it would rescind the sole-source notification, consult with the Small Business Administration (SBA) on how to proceed with the procurement, and take new action. The protester provided it had "[n]o objection to [the] agency[']s notice[.]" and that it understood the CDC's proposed course of action to mean that "the agency will provide a copy of the GAO protest to SBA as part of its action and will notify us when corrective action is complete." Electronic Protest Docketing System (B-424147) No. 8. Our Office dismissed the protest as academic. *Metro East Joint Venture, LLC*, B-424147, Dec. 22, 2025 (unpublished decision).

The agency, on December 17, 2025, prepared a separate sole-source justification to extend Chenega's contract for three months (through March 30, 2026), with an additional three-month option period (from April through June 30), and an additional possibility of further performance with the inclusion of FAR 52.217-8. Req. for Dismissal, exh. 3, at 2-3. On December 31, consistent with its sole-source justification, the CDC issued a modification to Chenega's contract that (a) extended the period of performance to March 31, 2026; (b) allowed for extension of performance, through the exercise of an option period, though June 30; and (c) added the possibility of an additional option pursuant to FAR 52.217-8. *Id.*, exh. 1, Modification 002 at 2. On January 27, 2026, the CDC posted a notice on SAM.gov stating that the agency intended to issue a sole-source modification to Chenega's contract, and included a redacted version of the agency's justification for limiting competition. *Id.*, exh. 5, SAM.gov Notice at 1; exh. 3. On March 25, the agency issued another contract modification, extending the term of the contract to June 30 (through the exercise of the contract's initial option period). *Id.*, exh. 2, Modification 003.

On April 6, 2026, Metro filed the instant protest, challenging the agency's March 25 contract modification exercising the initial option period.

DISCUSSION

Prior to the production of the agency's report, the CDC asked that our Office dismiss the protest as untimely filed. In this regard, the CDC contends that the bases of Metro's protest were known, or should have been known, on January 28--the day after the CDC posted a notice on SAM.gov, which explained that the agency intended to issue a sole-source modification to Chenega inclusive of a base period, an option period, and an additional potential option period pursuant to FAR 52.217-8. Req. for Dismissal at 2, exh. 3, at 2. The agency argues that the instant protest, filed on April 6--more than 10 days after January 28--is untimely because the protester knew or should have known on January 28th that the agency had reserved the possibility of further extending the period of the sole source through the exercise of the option. 4 C.F.R. § 21.2(a)(2). In response, Metro avers that the agency's January 27 notice did not provide any basis of protest, because "[a]s long as the CDC was making significant progress toward a competitive procurement, any protest challenging the sole source extension would be premature and not ripe." Resp. to Req. for Dismissal at 3. As support for its argument that the agency has unduly delayed taking corrective action in response to its prior protest, Metro principally points to the exercise of the option period. *See id.*

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, at 4. Under these rules, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 calendar days after the protester knew, or should have known, the basis for protest. 4 C.F.R. § 21.2(a)(2).

Here, we agree with the agency that Metro's allegations are untimely. First, concerning Metro's allegation of alleged conflicts of interest, the information that serves as the basis for this allegation was known, at least, on January 27--the date on which the CDC posted its notice of intent to sole-source and provided a redacted version of its justification. *See* Req. for Dismissal, exhs. 3, 5. At this time, Metro had actual notice that the agency would be issuing (or more accurately, had already issued) a sole-source contract modification to Chenega. *Id.* Moreover, Metro provides no argument to suggest the bases for its arguments derive from information unavailable on January 27; indeed, the protester's current allegations are substantively indistinguishable from those raised in its prior protest of the agency's earlier proposed, but subsequently rescinded, contract actions involving Chenega. Consistent with our Office's regulations, Metro was required to raise its allegation of potential conflicts of interest no later than 10 days after January 27. Because Metro did not file its protest until April 6, such arguments are untimely. 4 C.F.R. § 21.2(a)(2); *AGMA Security Service, Inc.*, B-418647, June 24, 2020, at 3 (protest was untimely when filed 12 days after agency's notice of its intent issue a sole-source modification).

Second, and for like reasons, Metro's allegation that the agency's sole source modification fails to comply with applicable law and regulation is also untimely. As explained above, the agency's notice to SAM.gov, which included a redacted version of the agency's justification for limiting competition, was made available on January 27. See Req. for Dismissal, exhs. 3, 5. To the extent Metro objected to the agency's stated rationale for limiting competition, the firm was required to file a protest with our Office within 10 days. 4 C.F.R. § 21.2(a)(2). Metro's April 6 protest is untimely filed. *AGMA Security Service, Inc., supra* at 3.

Third, we also conclude that Metro's argument that the CDC has unreasonably delayed implementing its corrective action (by allowing Chenega to perform at least through June 30) is untimely. The gravamen of this allegation is that by exercising the first option period to extend the period of performance under Chenega's contract, CDC is failing to reasonably and promptly implement its corrective action taken in response to Metro's prior protest (B-424147). Protest at 11. However, once again, the information that forms the basis for this allegation was known on January 27. Indeed, the redacted version of the justification for limiting competition included in the agency's SAM.gov notice clearly manifests a possibility that Chenega could, through the exercise of options, perform this work through at least June 30. Req. for Dismissal, exh. 3, at 2 ("The work to be performed under the contract will not change, this modification will merely extend the Period of Performance by 3 months from January 1, 2026, through March 30, 2026, with an additional 3-month option period from April 1, 2026 through June 30, 2026, as well as the inclusion of FAR 52.217-8 Option to Extend Services to allow for additional time if needed."). If the protester objected to the possibility that the CDC's implementation of its corrective action could result in the agency needing Chenega to perform this work through at least June 30, rather than issue a competitive solicitation, Metro was required to file a protest with our Office no later than 10 days after it learned, on January 27, of this potential. Because Metro waited until April 6, the protest is untimely.

The protester posits that it understood the agency might need continued performance for a limited duration while it implemented its corrective action, and thus Metro had no basis to protest the agency's January 27 notice and the resulting award of the base period of performance contemplated by the modification. See Resp. to Req. for Dismissal at 2-3. However, Metro now claims because three months have passed since our Office dismissed the firm's initial protest, and it now "appears the CDC plans to issue serial sole source awards to Chenega rather than conducting a competitive procurement[.]" Metro "reasonably and timely protested within ten days of the CDC issuance of a new modification extending the Chenega sole source for another three months." *Id.* at 3. We find this argument unpersuasive. The agency's January 27 notice expressly provided that performance could extend to June 30, at least. See Req. for Dismissal, exh. 3. If, as the protester now asserts, the agency's allowance for the extension of performance beyond three months was an unreasonable delay of its

offered corrective action, Metro was required to protest 10 days from when it learned of this possibility on January 27. Accordingly, the instant protest is untimely.¹

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel

¹ This decision does not address future agency actions, outside of those contemplated by the justification discussed above. We expect the agency to act with reasonable efficiency in carrying out its stated corrective action. An agency's mere promise of corrective action, without reasonably prompt implementation, circumvents the goal of the bid protest system established by CICA--that is, the economic and expeditious resolution of bid protests. *EOD Tech., Inc.*, B-406978.2, B-406978.3, Aug. 20, 2012, at 2 n.2; *Commercial Energies, Inc.--Recon. and Costs*, B-243718.2, Dec. 3, 1991, at 6. In this regard, a protest is not resolved where the agency does not timely implement the promised corrective action that caused us to dismiss the protest. *Pemco Aeroplex, Inc.--Recon. and Costs*, B-275587.5, B-275587.6, Oct. 14, 1997, at 7.