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Decision

Matter of: Navarre Corporation

File: B-423602

Date: August 14, 2025

William M. Weisberg, Esq., Law Offices of William Weisberg PLLC, for the protester. Timothy M. Saffles, Esq., Department of Veterans Affairs, for the agency. Suresh S. Boodram, Esq., and Evan D. Wesser, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest alleging that the agency made improper sole-source awards is dismissed as legally and factually insufficient where the protester’s allegations are unsubstantiated by any supporting evidence and are otherwise not credible based on the agency’s findings offered in response to the allegations.

DECISION

Navarre Corporation, of Navarre, Florida, protests the alleged issuance of sole-source contract awards to INCare Trans LLC (ICT), a service-disabled veteran-owned small business (SDVOSB) of Greenwood, Indiana, by the Department of Veterans Affairs (VA) for paratransit transportation services at the Richard L. Roudebush VA Medical Center (RLR VAMC) in Indianapolis, Indiana. The protester contends that the agency ordered multiple patient paratransit transportation trips from ICT without an underlying contract or task order with ICT.

We dismiss the protest because it fails to state a legally or factually sufficient basis for protest where the protester’s unsubstantiated allegations are not credible.

On December 12, 2024, the agency published solicitation 36C25025R0037 for paratransit transportation services at RLR VAMC on Sam.gov.¹ Agency Report (AR),

¹ SAM.gov is the current governmentwide point of entry (GPE) which serves as the single point where government business opportunities greater than \$25,000, including synopses of proposed contract actions, solicitations, and associated information, can be (continued...)

Tab 6, Solicitation at 2. On May 28, 2025, due to the urgent and compelling need to maintain transportation services without interruption at RLR VAMC, the agency completed documentation to issue an interim or “bridge” contract to Navarre, the incumbent transportation services contractor. Contracting Officer’s Statement (COS) at 1; see AR, Tab 5, Sole-Source Justification at 1. The purpose of the bridge contract was to maintain transit service availability to RLR VAMC while the agency finalized the long-term solution *via* an award under solicitation 36C25025R0037.² *Id.* at 5. On May 30, 2025, the agency awarded a short-term indefinite-delivery, indefinite-quantity contract on a sole-source basis to the protester. Memorandum of Law at 1-2; AR, Tab 3, Contract at 1. On the same day, the agency also issued a 6-week task order to the protester under the contract. AR, Tab 4, Task Order at 1. The contract is fixed-price and had a minimum guarantee of \$500 and a maximum value of \$745,000. AR, Tab 3, Contract at 4. The period of performance was from June 1, 2025, to July 15, 2025. *Id.* at 4-5.

The protester alleges that the agency ordered multiple patient paratransit transportation trips from ICT without an underlying contract or task order award. In its entirety, the protester alleges, without any supporting evidence such as documentary support or sworn declarations, that “Navarre has recently learned from local VA personnel that the VA has been procuring identical services from ICT in parallel to procuring services from Navarre.” Protest at 2. For the reasons that follow, we find that this unsubstantiated allegation fails to state a viable basis of protest.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the stated grounds be legally sufficient. 4 C.F.R. § 21.1(c)(4) and (f). This requirement contemplates that protesters will provide, at a minimum, credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester’s claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, 2025 CPD ¶ 169 at 4. Protesters must provide more than a bare allegation; the allegation must be supported by some explanation and evidence that establishes the likelihood the protester will prevail in its claim of improper agency action. See, e.g., *Ahtna Facility Servs., Inc.*, B-404913, B-404913.2, June 30, 2011, 2011 CPD ¶ 134 at 11; *Oracle Corp.*, B-260963, May 4, 1995, 95-1 CPD ¶ 231 at 2 n.1.

accessed electronically by the public. Federal Acquisition Regulation (FAR) 2.101; *Excelsior Ambulance Serv., Inc.*, B-421948, Sept. 27, 2023, 2023 CPD ¶ 220 at 2 n.1.

² On June 13, 2025, the agency made two awards under solicitation 36C25025R0037. COS at 2. The protester is not eligible to compete for the follow-on contract because the solicitation was set aside for SDVOSBs; however, the protester is a proposed subcontractor to a SDVOSB offeror. *Id.* Those awards were the subject of a different GAO protest, but our Office subsequently dismissed that protest based on the agency’s proposed voluntary corrective action. See *GovTranz*, B-423668, B-422668.2, July 29, 2025 (unpublished decision).

We find that the protester has not provided sufficient information to support its contention that the agency ordered multiple patient paratransit transportation trips from ICT. Here, the protester has not provided any evidence to support its contention that the agency ordered transportation services from ICT or otherwise “divert[ed] some ‘Navarre-eligible’” trips to ICT. Comments at 2. As the protester even concedes, it found no public contract information between ICT and the agency. Moreover, we are satisfied with the agency’s investigation into the protester’s claim, which included searches of the VA contract system and the VA payment operating system. COS at 2. Both of these searches not only showed that the agency has no contract with ICT, but that ICT was not even a registered vendor at the time this protest was submitted. *Id.* The protester offers no credible rebuttal to the agency’s findings, other than to offer further unsubstantiated allegations that the agency must be circumventing contractual procedures to award work to ICT. See Comments at 2. The protester’s bare and unsubstantiated allegations are insufficient to meet our pleading standards.

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel