



Decision

Matter of: ASG Solutions Corporation d/b/a American Systems Group

File: B-424053

Date: January 16, 2026

Ritobrata Banerjee for the protester.

Lori K. Stibb, Esq., and Sara L. Thompson, Esq., Department of the Navy, for the agency.

Sarah T. Zaffina, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest of an award made under a procurement using the simplified acquisition procedures of Federal Acquisition Regulation part 13 filed more than 10 days after a post-award brief explanation is untimely where the procurement does not involve a required debriefing, and therefore, the debriefing exception to our timeliness rules does not apply.

DECISION

ASG Solutions Corporation d/b/a American Systems Group (ASG), a small business of San Diego, California, protests the award of a contract to WWC Global (WWC), a small business of Mashantucket, Connecticut, under request for quotations (RFQ) No. N4033925RS010, issued by the Department of the Navy, Naval Supply Systems Command, for individuals to perform administrative support services for the Navy overseas. The protester argues the agency failed to evaluate quotations consistent with the solicitation's best-value methodology and contends that the Navy failed to provide a required debriefing.

We dismiss the protest.

BACKGROUND

On February 19, 2025, the agency issued the solicitation seeking quotations for two full-time individuals to provide administrative support services for the Naval Supply

Systems Command Fleet Logistics Center Bahrain (NAVSUP FLC Bahrain) to be performed at bases in the Kingdom of Bahrain. Protest, app. B, RFQ at 33, 69.¹ The agency issued the solicitation using the procedures of Federal Acquisition Regulation (FAR) part 13, Simplified Acquisition Procedures. *Id.* at 53. The RFQ was marked urgent, and quotations were due February 23, 2025, at 10:00 a.m. Bahrain local time. *Id.* at 33-34, 53, 69. The RFQ required price quotations to be valid for 30 days after the deadline for receipt of quotations and performance was to begin March 30. *Id.* at 33-34, 53, 55, 69; *see also id.* at 66 (quoting answers to questions 27 and 28, "Boots on ground are required by 31 March 2025.").

ASG timely submitted its quotation to the Navy on February 23 with a price of \$1,820,460. Protest, app. A, Email Exchange at 10, 13. On September 3, ASG emailed the Navy seeking information about when it would make an award decision. *Id.* at 10. On September 18, the Navy responded that its evaluation was complete and provided the following details of the award decision:

1. Number of proposals received: Ten (10)
2. Name of awardee: WWC Global
3. Value of the Purchase Order: \$1,460,947.20
4. Award was based on Trade off - Best Value

Id. ASG requested a debriefing pursuant to FAR provision 15.506 on September 19, and the Navy responded that a "[d]ebrief is forthcoming" on September 21. *Id.* The Navy sent a second email on September 21 stating that FAR section 15.503(b)(2) applies to this procurement and all information that could be released under that provision had been previously provided in the September 18 email. *Id.* at 14. On September 22, ASG emailed the Navy asserting that it was entitled to a debriefing and that the procurement was not a simplified acquisition because the award exceeded the simplified acquisition threshold of \$250,000. *Id.* at 13. After several emails between the Navy and the protester with each party reiterating their positions, on September 22, the Navy advised ASG to "[p]lease standby for response" and provided that the debriefing request had been elevated to the Office of General Counsel. *Id.* at 12.

The parties continued to assert their positions in several more emails exchanged between September 30 and October 15. *Id.* at 11-12. On October 14, the Navy's counsel advised that the solicitation was conducted under FAR part 13 and that a brief explanation of its award decision in accordance with FAR sections 13.106-3(c) and (d) had been provided previously in its September 18 email. *Id.* at 11. On October 15, the protester sent its final email to the agency indicating that it would file a protest with our

¹ Citations to the record use the Adobe PDF pagination of the documents produced. Additionally, while the solicitation is identified as an RFQ, various documents in the record use the terms quotation and proposal interchangeably. The distinction between the terms has no bearing on our analysis of the issues presented.

Office once the government shutdown had ended. *Id.* at 11. On November 13, ASG filed this protest with our Office.²

DISCUSSION

The protester challenges the agency's evaluation and award decision. ASG argues that the Navy did not evaluate ASG's quotation and did not make award using a best-value tradeoff as required by the solicitation. Protest at 3-4. ASG contends that the Navy appears to have awarded the contract on a lowest-priced, technically acceptable basis. *Id.* at 4. ASG also argues that the government failed to make an award within 30-days of the deadline for quotations and failed to seek price confirmation or extension from all vendors. *Id.* ASG further asserts that the Navy improperly denied ASG a debriefing under FAR section 15.506. *Id.* at 4-6. The Navy requests that we dismiss ASG's protest because it is untimely. Req. for Dismissal at 1-2. For the reasons set forth below, we dismiss the protest as untimely.

Our regulations contain strict rules for the timely submission of protests. These timeliness rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without disrupting or delaying the procurement process. *Integration Techs. Grp., Inc.*, B-419116.3, Dec. 22, 2020, 2021 CPD ¶ 10 at 4. As relevant here, our regulations require that protests not based upon alleged improprieties in a solicitation shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. 4 C.F.R. § 21.2(a)(2). Thus, a required debriefing has the effect of tolling the filing period in limited circumstances. *Exceptional Software Strategies*, B-416232, July 12, 2018, 2018 CPD ¶ 237 at 4.

The Navy argues that ASG's protest is untimely because the solicitation was conducted under FAR part 13 and "unsuccessful suppliers are not entitled to a debrief" pursuant to FAR section 15.506. Req. for Dismissal at 1-2. The agency asserts that it provided a brief explanation of its award decision consistent with FAR sections 15.503(b)(2) and 13.106-3(d) in its September 18 email. *Id.* at 2. Additionally, on September 22, the Navy reiterated to ASG that it had previously provided the releasable information on September 18. *Id.* The agency contends that ASG knew the basis for its protest on September 18 and that ASG's deadline to file a protest was September 29, which was "unimpacted by the government's temporary lapse in appropriations."³ *Id.* The Navy

² GAO was closed from October 1 through November 12, due to a lapse in appropriations. On November 13, following enactment of legislation that included funding for GAO, our Office resumed normal operations.

³ The tenth day after September 18, was Sunday, September 28, and under our regulations, when GAO is closed on the last day of the 10-day period, the deadline for (continued...)

maintains that “[a]ny subsequent communications with the Agency, including with [a]gency [c]ounsel, do not toll the strict timelines of filing a bid protest.” *Id.*

The protester responds that it is entitled to a “required debriefing” under FAR section 15.506, which would extend its deadline to file a protest until after receiving the debriefing. Opposition to Req. for Dismissal, Dec. 22, 2025 at 2-3. ASG also argues that the agency informed it that a debriefing was forthcoming on multiple occasions and when the Navy finally denied the debriefing on October 15, the government was shutdown making it impossible for ASG to file a protest before November 13. *Id.*

The record reflects that the solicitation explicitly stated that “[t]his acquisition is being conducted under **FAR Part 13 Simplified Acquisition Procedures**.⁴ RFQ at 53. The controlling language for determining the type of procurement conducted is the language of the solicitation and not post-award communications from the agency. See *Beckman Coulter, Inc.*, B-421748, July 28, 2023, 2023 CPD ¶ 180 at 3 n.3 (“Notwithstanding the references to FAR part 15 debriefings in the unsuccessful offeror notification, this procurement for commercial products and services was conducted under FAR part 13, and a debriefing was not required.”). As our Office has stated, when an agency awards an order under FAR part 13, an agency is not obliged to provide a required debriefing in accordance with FAR section 15.506; rather, an agency provides a brief explanation of the basis for the award in response to a request for information. See *FD Inc.*, B-422920; B-422920.2, Oct. 4, 2024, 2024 CPD ¶ 238 at 4; see also FAR 13.106-2 (providing that evaluation procedures under FAR parts 14 and 15 are not mandatory for procurements using simplified acquisition procedures). ASG is simply mistaken in its belief that it was entitled to a required debriefing pursuant to FAR section 15.506 when requested, and the Navy’s erroneous references to a forthcoming debriefing do not create a new requirement for such a debriefing. *Beckman Coulter, Inc.*, *supra*.

Under the simplified acquisition procedures, “[i]f a supplier requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the contract award decision shall be provided (see [FAR] 15.503(b)(2)).” FAR 13.106-3(d). The information required to be provided in the brief explanation includes, for example, the number of offerors solicited, the number of proposals received; the name and address of each offeror receiving an award; the items, quantities, and any stated unit prices of each award; and the reason(s) the offeror’s proposal was not accepted. FAR 15.503(b)(1). The record reflects that after receiving ASG’s request for information about the award decision, the Navy provided a brief

(...continued)

filings a protest is extended to the next day GAO is open. See 4 C.F.R. § 21.0(d) (defining days for computing time). Here, that was Monday, September 29.

⁴ The simplified acquisition threshold for services performed in support of contingency operations outside the United States, like the procurement here, is \$1.5 million. FAR 2.1 (defining “simplified acquisition threshold” at paragraph (1)(ii) of the term).

explanation to ASG on September 18 that included the information required under FAR section 15.503(b). Protest, app. A, Email Exchange at 10.

Accordingly, we find that despite the Navy's statements about a forthcoming debriefing, the September 18 email to ASG was a brief explanation of the basis for award, and that ASG was not entitled to a required debriefing under FAR section 15.506. Because the brief explanation of award is not a required debriefing, ASG's time for filing was not tolled, and ASG was required to file its protest no later than 10 days after the basis of its protest was known on September 18 when the Navy notified ASG of the award to WWC. ASG's protest, filed on November 13, is untimely because it was filed more than 10 days after the basis of protest was known.⁵ See *Desert Springs Trout Farm*, B-420338, B-420338.2, Dec. 9, 2021, 2021 CPD ¶ 7 at 3-4 (dismissing protest as

⁵ The Navy also requests that we dismiss the protest because it is untimely where ASG waited almost six months after the call order period of performance was to begin before inquiring about the status of the award. Req. for Dismissal at 1-2. In this connection, the Navy contends that ASG failed to diligently pursue information that formed the basis of its challenge to the agency's award decision. *Id.* ASG responds that it could not have filed a protest earlier because it had no way of knowing whether an award had been made when the Navy did not post the award decision on SAM.gov or any other government point of entry and failed to provide any other award notification. Opposition to Req. for Dismissal, Dec. 22, 2025 at 2. ASG complains that it could not "possibly E-Mail every day to the [contracting officer] to seek information right after [b]id submission." *Id.*

We disagree. A protester may not passively await information providing a basis for protest. Rather, a protester has an affirmative obligation to diligently pursue such information and a protester's failure to utilize the most expeditious information-gathering approach under the circumstances may constitute a failure to meet its obligation in this regard. *Integration Techs. Grp., Inc., supra* at 4-5. Here, the solicitation was marked as urgent, notified vendors that price quotations must be valid for 30 days after the deadline for quotations, and stated performance must begin on March 30, 2025. RFQ at 33, 55. Moreover, the Navy was not required to notify vendors of the award decision under the simplified acquisition procedures. FAR 13.106-3(c) ("For acquisitions that do not exceed the simplified acquisition threshold and for which automatic notification is not provided through an electronic commerce method that employs widespread electronic public notice, notification to unsuccessful suppliers shall be given only if requested or required by 5.301."). While ASG is not required to contact the agency every day after submission of its quotation, the record demonstrates that ASG made no effort before September 3 to find out whether the Navy had made an award decision. Under the circumstances here, waiting 157 days after March 30 to send an email asking about the status of the award does not demonstrate a protester's diligent pursuit of the information that forms the basis for its protest such that its protest can be construed as timely. Accordingly, we find that ASG failed to diligently pursue information about the award decision.

untimely where procurement was conducted under FAR part 13 and protest was filed more than 10 days after notice of award).

The protest is dismissed.

Edda Emmanuelli Perez
General Counsel