



Decision

Matter of: All-American Express Solutions, LLC

File: B-424167

Date: March 11, 2026

Glen Hannah for the protester.

Natica Chapman Neely, 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

1. Protest that agency provided protester with an inadequate debriefing is dismissed; a brief explanation of award, not a debriefing, is required where agency conducts procurement pursuant to simplified acquisition procedures and our Office does not consider adequacy of debriefings or brief explanations since these are procedural matters that do not concern the validity of an award.
 2. Protest that awardee failed to comply with delivery requirements is dismissed where offerors were not required to demonstrate compliance when they submitted their quotations and the requirements concern contract administration which our Office does not review.
 3. Protest challenging agency's affirmative determination of responsibility is dismissed where there were no definitive responsibility criteria and contracting officer did not ignore serious matters that would affect responsibility.
 4. Protest that agency provided awardee with an unfair competitive advantage is denied where protester does not demonstrate that the agency violated the Federal Acquisition Regulation.
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DECISION

All-American Express Solutions, LLC, a service-disabled veteran-owned small business (SBVOSB), of Indianapolis, Indiana, protests the establishment of a blanket purchase agreement (BPA) with FG Management Group, LLC, an SDVOSB of Springfield, New Jersey, pursuant to request for quotations (RFQ) No. 36C25025Q0675. The Veterans Administration (VA) issued the RFQ for laboratory and pharmacy courier services for

the Veterans Health Indiana Health Care System. All-American asserts that the agency failed to comply with debriefing requirements. All-American also asserts that FG Management failed to comply with material solicitation requirements, and that the agency failed to reasonably assess whether FG Management is a responsible firm. Finally All-American asserts that the agency provided FG Management with an unfair competitive advantage.

We dismiss the protest in part and deny it in part.

BACKGROUND

On August 11, 2025, the VA posted the solicitation on the System for Award Management (SAM.gov)¹ website for laboratory and pharmacy courier services as an SDVOSB set-aside. Contracting Officer's Statement (COS). The procurement was conducted using the procedures of Federal Acquisition Regulation (FAR) parts 12 (acquisition of commercial items) and 13 (simplified acquisitions). Agency Report (AR), Exh. 2, RFQ at 5. The RFQ contemplated the establishment of a BPA with the vendor that submitted the quotation that was determined to be most advantageous to the government considering technical, past performance, and price factors. *Id.* at 75.

Thirteen vendors including All-American and FG Management submitted quotations in response to the solicitation. The quotations of All-American and FG Management were evaluated as equal under the technical and past performance factors. COS. All-American quoted a price of \$1,837,650, while FG Management quoted a price of \$1,720,288.41. *Id.* The agency selected FG Management as the vendor providing the best value to the government and established the BPA with FG Management. *Id.* Following notice of the selection decision and a brief explanation of award, All-American submitted this protest to our Office.

DISCUSSION

All-American contends that the agency's debriefing was inadequate and did not satisfy the debriefing requirements incorporated into the solicitation. The protester also argues that the awardee did not comply with post-award reporting and deliverable requirements identified in the solicitation. All-American further asserts that the agency violated various FAR provisions and gave the awardee an unfairly favored the awardee because, after award, the agency provided the protester's employees with "recruitment-related" letters for employment positions with the awardee. For the reasons discussed below, we dismiss the protest in part and deny it in part.

¹ The SAM.gov website is the current governmentwide point of entry, 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 accessed electronically by the public." FAR 2.101.

Adequacy of the Debriefing

All-American protests that the agency failed to provide it with an adequate debriefing because the agency did not provide the protester with information related to the technical evaluation or rationale for the award decision, other than to note that the agency established the BPA with a vendor that submitted a lower-priced quotation than All-American. We dismiss this basis of protest.

Since this procurement was not conducted using the procedures of FAR part 15, the agency was not required to provide All-American a debriefing. Instead, the agency was required to provide All-American with a brief explanation for the basis of award. See *FD Inc.*, B-422920; B-422920.2, Oct. 4, 2024 at 4; see also FAR 13.106-3(d) (if a vendor 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).

In any case, our Office does not review allegations regarding the adequacy of debriefings or brief explanations of award. The adequacy of a debriefing is a procedural matter that concerns agency actions after award and does not affect the validity of the award itself. See *Symplicity Corp.*, B-297060, Nov. 8, 2005, at 4 n.4 (our Office will not review protester's contention that the debriefing it received was inadequate because the adequacy of a debriefing is a procedural matter concerning an agency's actions after award, which are unrelated to the validity of the award itself). Similarly, the adequacy of a brief explanation of award concerns an agency's post-award conduct when providing information to competitors, which has no bearing on the propriety of the agency's contemporaneous evaluation and source selection decision. See *Energy Eng'g & Consulting Servs., LLC*, B-407352, Dec. 21, 2012, at 2 n.1 (our Office will not consider adequacy of a brief explanation for award provided to the protester). We therefore dismiss this protest ground.²

² All-American asserts that the solicitation provided the following regarding debriefings:

- (l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

RFQ at 68. While this provision noted the information that had to be provided if a debriefing was held, it did not require the agency to provide a debriefing where the

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Awardee's Failure to Comply with Contract Requirements

All-American contends that the agency failed to consider whether FG Management could meet certain reporting and delivery requirements identified in the solicitation. Protest at 2. The protester also maintains that the agency ignored evidence pertaining to the awardee's ability to comply with these requirements. Comments at 2.

The solicitation required the successful vendor to provide, within five business days of award, a list of vendor vehicles and vendor drivers; a vendor contingency plan; delivery routes; an insurance certificate; and training records. RFQ at 14. In addition, within 10 days of award, the successful vendor was required to provide a quality control plan and a final list of proposed subcontractors with the percentage of work each subcontractor would perform. *Id.* at 15.

All-American asserts that FG did not comply with these requirements. All-American further asserts that the agency performed an inadequate responsibility determination of FG because it failed to reasonably consider whether FG could meet these requirements and ignored evidence calling into question its ability to do so. We also dismiss this basis of protest.

The requirements that All-American references are performance requirements. RFQ at 14. Vendors were not required to demonstrate compliance with these requirements in their quotations. Whether FG management complies with these performance requirements is therefore a matter of contract administration. We generally do not review matters of contract administration, which are within the discretion of the contracting agency and for review by a cognizant board of contract appeals or the U.S. Court of Federal Claims. 4 C.F.R. § 21.5(a); see *Wittenberg Weiner Consulting, LLC*, B-413457, *et al.*, Oct. 31, 2016, at 6.

All-American's assertion that the agency did not reasonably assess whether FG Management is capable of complying with the performance requirements concerns FG Management's responsibility. Our Office generally will not consider a protest challenging an agency's affirmative determination of a vendor's responsibility, except where the protester alleges that definitive responsibility criteria in the solicitation were not met or identifies evidence raising serious concerns that, in reaching a particular responsibility determination, the contracting officer unreasonably failed to consider available relevant information or otherwise violated statute or regulation. 4 C.F.R. § 21.5(c); *Newt Marine Service*, B-422968, Nov. 4, 2024, at 2; *W.W. Grainger, Inc.* B-420045, B-420045.2, Nov. 4, 2021, at 8.

procurement was not conducted using FAR part 15 procedures. See *FD Inc.*, *supra*. Moreover, as noted above, our Office does not consider the adequacy of a debriefing or brief explanation and therefore this solicitation language does not provide a basis of protest.

All-American does not assert that the performance requirements are definitive responsibility criteria. Instead, All-American asserts that the contracting officer failed to consider available relevant information concerning FG Management's responsibility. However, with respect to this line of argument, the allegations that our Office will review in the context of an affirmative determination of responsibility pertain to very serious matters such as potential criminal activity. *Marine Terminals Corp.--East, Inc.*, B-410698.9, Aug. 4, 2016, at 12 (fraud, criminal convictions, and improper reporting of earnings as examples of serious matters); *MVM, Inc.*, B-421788.3, B-421788.4, Mar. 5, 2024, at 9 (allegation included a False Claims Act violation); *Los Alamos Tech. Associates, Inc.*, B-421034, Nov. 30, 2022, at 6. All-American has not identified information rising to this level that the contracting officer failed to consider in assessing FG's responsibility. We therefore dismiss this ground of protest as well.

Unfair Competitive Advantage

All-American protests that on December 19, after the agency established the BPA with FG Management, a VA employee distributed flyers to All-American employees regarding potential employment with FG Management. The flyer advised recipients who were interested in working for the awardee to contact the FG Management logistics manager and provided contact information for the manager. All-American states that it did not give anyone permission to distribute material to its employees. According to All-American, by handing out the flyers to its employees the agency violated the following FAR sections: FAR 3.101-1, standards of conduct; FAR 3.104, procurement integrity; and FAR 9.505, unfair competitive advantage. We deny this basis of protest.

Section 3.101-1, standards of conduct, provides that government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. FAR 3.101-1. All-American argues that by directing VA employees to distribute recruitment materials for a particular successor contractor, the agency engaged in impartial conduct and provided preferential treatment. All-American has not explained how handing out recruitment materials for the vendor with which the agency established a BPA, after the competition was over, demonstrates impartial conduct or preferential treatment in the competition.

Section 3.104-3 addresses procurement integrity and prohibits persons knowingly obtaining, or federal officials disclosing, contractor bid or proposal information or source selection information before the award of a contract to which the information relates. FAR 3.104-3(a); FAR 3.104-3(2)(i)(ii)(2). All-American acknowledges that the agency did not disclose pricing or other quotation or source selection information. All-American asserts, however, that assisting a specific contractor in workforce acquisition, can materially affect competition and contract performance. According to All-American the agency's involvement in recruiting for a successor contractor may provide a competitive advantage inconsistent with the intent of FAR section 3.104. The agency did not provide quotation or source selection information to FG Management (or any offeror)

before the BPA was established so there is no basis to find that the agency violated FAR section 3.104-3.

Section 9.505 addresses unfair competitive advantage and restricts contractors from participating in procurements where the contractor has an unfair competitive advantage. FAR 9.505(b). According to All-American, the VA may have created an unfair competitive advantage in favor of FG Management by assisting the awardee in its recruitment efforts. The VA distributed flyers advertising employment with FG Management after the BPA was established. All-American has not explained how this action provided FG Management with a competitive advantage during the procurement.

Because All-American has not explained how the agency's actions in distributing recruitment flyers violated any of these FAR sections, we deny this protest ground.

The protest is dismissed in part and denied in part.

Edda Emmanuelli Perez
General Counsel