U.S. GOVERNMENT ACCOUNTABILITY OFFICE
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Washington, DC 20548

Comptroller General
of the United States

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Decision

Matter of: Veros Real Estate Solutions, LLC

File: B-423965.2; B-423965.3; B-423965.4

Date: July 22, 2026

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Allison K. Riddle, Esq., Bean Kinney & Korman, PC, for Lynch Consultants, LLC, the intervenor.
Alexander Jonathan Brittin Jr. Esq., and Lauren E. Prater, Esq., Department of Veterans Affairs, for the agency.
Raymond Richards, Esq., and John Sorrenti, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the evaluation of the awardee's past performance for relevancy is sustained where the evaluation was unreasonable and insufficiently documented.

2. Protest alleging disparate treatment under the technical evaluation is denied where the different evaluation results were reasonably based on differences in the proposals.

3. Protest alleging that the awardee's proposal materially misrepresented the involvement of a proposed subcontractor is denied where the protester fails to demonstrate a material misrepresentation made to the procuring agency *via* the awardee's proposal.

DECISION

Veros Real Estate Solutions, LLC (Veros), a small business of Santa Ana, California, protests the award of a contract to Lynch Consultants, LLC (Lynch), a service-disabled, veteran-owned small business (SDVOSB) of Arlington, Virginia, under request for proposals (RFP) No. 36C10D25R0008, issued by the Department of Veterans Affairs (VA) for loan appraisal services. The protester challenges the VA's evaluation of proposals and alleges that Lynch's proposal materially misrepresented the involvement of a proposed subcontractor warranting disqualification.

We sustain the protest.

BACKGROUND

The Construction and Valuation Section (C&V) of the VA's Loan Guarantee Service is responsible for issuing assignments to approved appraisers, ensuring the quality of appraisal reports on properties offered as security for VA guaranteed loans, managing the VA appraisal panel, and performing other duties as required. Agency Report (AR), Tab 6, Performance Work Statement (PWS) at 1.[1] The RFP sought proposals for automated appraisal management services (AMS) to enhance the appraisal review process, relevant to the work of C&V. AR, Tab 6, PWS at 3.

The VA issued the RFP on May 13, 2025, as a small business set-aside under the procedures of Federal Acquisition Regulation (FAR) parts 12 and 15, seeking a commercially available off-the-shelf (COTS) based approach to AMS.[2] AR, Tab 4, RFP at 1, 90; AR, Tab 6, PWS at 6. The RFP contemplated the award of a fixed-price contract with a 1-year base period and four 1-year option periods, to the offeror whose proposal represented the best value to the government considering the following evaluation factors: technical, past performance, and price. RFP at 7-53 (period of performance), 88-89 (instructions), 102 (evaluation). The technical factor was considered more important than the past performance factor, and when combined, the non-price factors were considered significantly more important than price. *Id.* at 102.

The VA received multiple proposals by the submission deadline, including proposals from Veros and Lynch. Contracting Officer's Statement (COS) at 7. The VA evaluated initial proposals and, on September 18, 2025, awarded the contract to Lynch. *Id.*

On September 26, Veros filed a protest with our Office challenging the award to Lynch. *Id.* On December 3, the agency filed a notice of corrective action. *Id.* We dismissed

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[1] Unless otherwise noted, our citations are to the Adobe PDF pages of the associated documents.

[2] The VA states that it evaluated proposals in accordance with the Revolutionary FAR Overhaul (RFO) section 15.202(a). Supp. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3. We note that the solicitation was issued on May 13, 2025, which was prior to the November 12, 2025, implementation of the class deviation requiring the VA to deviate from FAR part 15 in favor of the RFO. Class Deviation for FAR Part 15 in Support of Executive Order on Restoring Common Sense to Federal Procurement, available at https://www.acquisition.gov/sites/default/files/page_file_uploads/VA_RFO_Deviation_Part-15.pdf (last visited July 15, 2026). The parties do not argue that the VA's evaluation using RFO section 15.202(a) was improper or prejudicial in any way.

the protest as academic on December 9.[3] *Veros Real Estate Sols., LLC*, B-423965, Dec. 9, 2025 (unpublished decision).

The VA's corrective action included a reevaluation of initial proposals and a new best-value tradeoff analysis. COS at 7-8. The relevant evaluation results are as follows:

	Veros	Lynch
Technical	Exceptional	Exceptional
Past Performance	Substantial Confidence	Substantial Confidence
Total Evaluated Price[4]	$31,659,908	$16,891,410

AR, Tab 10, Source Selection Decision Document (SSDD) at 10. In comparing the proposals submitted by Veros and Lynch, the source selection authority (SSA) concluded that they were "essentially equal in technical merit and performance risk." *Id.* at 33. The SSA explained that where technical merit and past performance are considered equal, "price will be the primary consideration in the best-value tradeoff determination." *Id.* The SSA concluded that because Lynch's proposal offered "equivalent technical capability and performance confidence at a significantly lower price," Lynch's proposal represented the best value to the government. *Id.* at 33-34.

On April 6, 2026, Lynch was again selected for award. AR, Tab 12, Award Notice. That same day, Veros received an unsuccessful offeror notice and a written debriefing pursuant to RFO 15.301-1(d). AR, Tab11, Unsuccessful Offeror Notice; AR, Tab 13, Debriefing. On April 14, Veros filed the instant protest with our Office.

DISCUSSION

Veros challenges the award to Lynch in three ways. First, Veros challenges the evaluation of proposals under the past performance factor. Second, Veros alleges that the agency assessed strengths and significant strengths under the technical factor in a disparate manner. Finally, the protester alleges that Lynch materially misrepresented the level of involvement of its major subcontractor, Cotality, and that Lynch should be

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[3] We note the federal government was shut down from October 1 to November 12. Veros's first protest was dismissed as academic before any substantive record development.

[4] Lynch's proposed price was credited with a ten percent evaluation discount because the solicitation stated that a qualifying SDVOSB concern, like Lynch, would be evaluated at 10 percent less than proposed. AR, Tab 10, SSDD at 33; RFP at 105.

disqualified for the alleged misrepresentation.[5] As discussed below, we sustain the protest.[6]

Past Performance

Veros alleges that the VA failed to reasonably assess the relevance of Lynch's past performance, thus rendering Lynch's past performance rating of substantial confidence unreasonable. Veros also alleges that the past performance evaluation was disparate because the VA evaluated more past performance information for Lynch than it did for Veros. As discussed below, we sustain the protest ground challenging the VA's relevance assessment and we deny the allegation of disparate treatment.

An agency's evaluation of past performance, including the determination of relevance, is a matter of agency discretion; our Office will not substitute our judgment for reasonably based past performance ratings. *Amentum Services, Inc.*, B-419998, B-419998.2, October 22, 2021, at 7, 9; *National Beef Packing Co.*, B-296534, Sept. 1, 2005, at 4. Where a protester challenges an agency's past performance evaluation, our Office will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria and procurement statutes and regulations. *Paragon Sys., Inc.*, B-414515, B-414515.2, June 29, 2017, at 9. In reviewing such a challenge, we will consider whether the evaluation was based on relevant information sufficient to make a reasonable assessment of the offeror's past performance. *Fidelity Decypher Services, LLC*, B-418542.2; B-418542.3, August 26, 2021 at 6. An agency's evaluation must be sufficiently documented to allow our Office to review the merits of a protest. *Supreme Foodservice GmbH*, B-405400.3 *et al.*, Oct. 11, 2012, at 10.

Under the past performance factor, offerors were required to submit two examples of recent and relevant past performance. RFP at 91. Past performance volumes were to include project narratives detailing information such as the contract number, the period of performance, the value of the contract, a description of the work performed, and a discussion of how the work performed is relevant to the work called for under the instant RFP. *Id.* at 91-92. The RFP further required the submission of two past performance questionnaires (PPQs) that correlated to the past performance examples. *Id.* at 92.

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[5] Cotality's website states that it is headquartered in Irvine, California. https://www.cotality.com/locations (last visited July 2, 2026). Cotality was formerly called CoreLogic Solutions, LLC, and is referred to as CoreLogic in various parts of the record. *See e.g.*, AR, Tab 9.1, Lynch Past Performance Information at 17-29.

[6] Veros voluntarily withdrew several protest grounds. *See* Comments & Supp. Protest at 1-2 n.1 (withdrawing protest grounds A, B, C, and F). The protester raises other collateral arguments. While our decision does not address each argument raised, we have reviewed them all and find no basis to sustain the protest other than the reasons specifically addressed.

The past performance evaluation would consider the past performance of the offeror and any major subcontractor. RFP at 104. The RFP stated that the past performance evaluation would consider the requested PPQs and could also include "data obtained from other sources."[7] *Id.* at 105. The evaluation would consider the recency and relevancy of past performance on a go/no-go basis. *Id.* Salient here, relevancy was defined as "a contract that is similar in scope of the requirements in the solicitation." *Id.* at 92. Scope was defined as "how well the requirements in the solicitation's PWS align with those of the contract referenced." *Id.* at 93. Once a past performance reference was determined to be recent and relevant, the agency would evaluate its level of confidence in the offeror based on the recent and relevant past performance. *Id.* at 104.

Veros and Lynch failed to provide PPQs in accordance with the RFP's instructions. COS at 29. Thus, the agency evaluated past performance based on contractor performance assessment reporting system (CPARS) reports for both offerors and for Lynch's major subcontractor, Cotality. *Id.* The agency considered two CPARS reports for work performed by Veros, and four CPARS reports for work performed by team Lynch (two reports for Lynch and two reports for Cotality).[8] AR, Tab 9.2, Past Performance Evaluation Report at 4-8. Ultimately, Veros and Lynch earned ratings of substantial confidence under the past performance factor.[9] AR, Tab 10, SSDD at 10.

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[7] While the RFP required a past performance evaluation, the RFP expressly said that "The Volume Two [(the past performance volume)] is for informational purposes only and shall not be evaluated." RFP at 105. Thus, under these terms, notwithstanding the requirement to submit a past performance volume, only PPQs and any "data obtained from other sources" would be evaluated. *Id.*

[8] The agency further considered the "CPARS total record ratings" for each offeror (and for Cotality) which displayed, as a pie chart and a table, the total number of CPARS ratings received by each firm. AR, Tab 9.2, Past Performance Evaluation Report at 6, 8 (for example, the total record ratings show that Veros has a total of 31 exceptional CPARS ratings and Lynch has a total of 44 exceptional CPARS ratings). Veros also raised a critique of this aspect of the evaluation, claiming that the agency evaluated the total record ratings without any regard to whether the ratings were for recent and relevant projects. Comments & Supp. Protest at 20. Although we do not address this argument, since we sustain the protest for other reasons and recommend a reevaluation of past performance, we note that the VA should reconsider this aspect of its past performance evaluation to ensure that it complies with the terms of the RFP. Namely, to ensure that only recent and relevant projects are considered. RFP at 103-104.

[9] Past performance was rated on a confidence scale of: substantial, satisfactory, limited, no confidence, or neutral. AR, Tab 10, SSDD at 6. A rating of substantial confidence was defined as: "Based on the offeror's recent/relevant performance record, the government has high confidence the offeror will successfully perform the required effort." *Id.*

Past Performance Relevancy

Veros argues that the past performance evaluation was unreasonable because it did not sufficiently assess the relevancy of team Lynch's past performance. Comments & Supp. Protest at 20-32; Supp. Comments at 17-18. The protester attacks the evaluation of all four CPARS reports considered for team Lynch, challenging the VA's assessment of each CPARS report in essentially the same way. Below, we discuss two representative examples of the past performance evaluation and Veros's challenge. As explained below, we agree with Veros that the relevancy assessment was unreasonable, which in turn, renders the past performance confidence assessment unreasonable.

As previously discussed, the past performance evaluation was to consider two PPQs submitted by each offeror's references. However, neither of Veros's or Lynch's references submitted PPQs. Thus, to evaluate Lynch's proposal under the past performance factor, as noted above, the VA "searched and located . . . records in CPARS" for Lynch and Lynch's major subcontractor, Cotality. AR, Tab 9.2, Past Performance Evaluation at 4. The VA considered a total of four CPARS reports for team Lynch. The first and second CPARS reports were for contracts performed by Lynch for the Department of Health and Human Services (HHS) and the Defense Logistics Agency, respectively; the third and fourth CPARS reports were for contracts performed by Cotality for the National Oceanic and Atmospheric Administration and the Department of Agriculture (USDA), respectively.[10] *Id.* at 4-5.

Lynch's work for HHS was for a period of performance from September 30, 2019, to September 29, 2024. AR, Tab 9.1, Lynch Past Performance Information at 1. The corresponding CPARS report stated that the contract was valued at $2,394,093, the complexity of the work was low, and that it was a fixed-price contract. *Id.* The description of the contract effort reads:

> [The Bureau of Primary Health Care (BPHC)] Systems Division Program Support Systems Division manages the [Bureau of Primary Health Care Health Center Management Information System (BHCMIS)] major [information technology (IT)] investments, as well as enterprise [] projects, [] DataMart and [Health Resources and Services Administration (HRSA)] Data warehouse projects, Salesforce, Share[P]oint, and other program areas, such as Records Management, training, communications, change management, data management, and process improvement. This [statement of work (SOW)] covers services for the following: BHCMIS [enterprise performance lifecycle (EPLC)] gate review and artifact tracking, BHCMIS enhancement tracking, IT development project requirements

[10] None of the CPARS reports corresponded to the two past performance references submitted in Lynch's proposal. AR, Tab 7.1, Lynch Proposal at 27 (Cotality project for M&T Bank), 31 (Cotality project for Fifth Third Bank).

> traceability, Maintenance of Systems Division [standard operating procedures (SOPs)], Tracking and reporting data for division performance metrics, Reconcile reports received from external sources with division records and Preparing data for management reporting.

Id. at 2. The CPARS report shows that Lynch was rated as very good in the areas of quality and management, and exceptional in the area of schedule. *Id.* at 3. The CPARS report reflects that Lynch was recommended by the client for similar requirements. *Id.* at 6.

In evaluating Lynch's CPARS report for the HHS contract, the VA found that it was recent and relevant. AR, Tab 9.2, Past Performance Evaluation at 4. In assessing relevancy, the VA stated:

> The information in CPARS described how the vendor provided records management services which reflects work comparable to the Solicitation's current requirement found in PWS Section 4.6; Training which reflects work comparable to the Solicitation's current requirement found in PWS Section 4.2; and change management and process improvement which reflects work comparable to the Solicitation's current requirement found in the PWS Section 4.1. Therefore, this CPARS record is relevant.

Id. The SSA concurred with the past performance evaluation and included a discussion of Lynch's work at HHS in the source selection decision. AR, Tab 10, SSDD at 18-20.

Veros argues that the VA's relevancy assessment of Lynch's HHS contract was based on "a fundamental misreading of the referenced CPARS report." Comments & Supp. Protest at 20-21. In this regard, Veros alleges that the VA erroneously gave Lynch credit for performing the duties and responsibilities of the relevant HHS program office and not for the work Lynch performed for HHS. *Id.* at 23. Veros notes that Lynch was credited for performing records management services, training, change management, and process improvement; however, Veros points out that those attributes were described by the CPARS report as duties and responsibilities of the government program office (BPHC). *Id.* Veros argues that the CPARS report discusses Lynch's actual contract performance where it details what was covered in the SOW and notes that in the SOW discussion, there is no mention of records management services, training, change management, or process improvement. *Id.*

Veros further argues that even if Lynch could be credited for performing records management services, training, change management, and process improvement, it was impossible for the VA to conduct a reasonable relevancy assessment based on the limited information provided in the CPARS report. *Id.* at 24-26 (arguing that the CPARS report did not describe the type of records managed or to what standards they were kept). For example, Veros notes that the VA found Lynch's HHS work relevant to PWS section 4.6 due to the mention of "records management services" in the CPARS report; however, Veros highlights that PWS section 4.6 included over eight pages of requirements relevant to IT and online accessibility of information and argues that the record does not explain how performing records management services under the HHS contract is relevant to the eight pages of PWS requirements under the instant RFP. *Id.* at 25-26; AR, Tab 6, PWS at 20-28 (PWS section 4.6).

On this record, and in the absence of any rebuttal from the VA or Lynch, we agree with Veros that the VA's past performance evaluation was unreasonable.[11] Veros persuasively argues that the VA erroneously credited Lynch for performing work which it did not actually perform. Based on our review of the CPARS report, it does indeed appear that records management services, training, change management, and process improvement were duties and responsibilities of the HHS program office and were not aspects of the contract performed by Lynch. *See* AR, Tab 9.1, Lynch Past Performance Information at 2 (stating that the ***BPHC***--and not Lynch--manages IT investments and other program areas, including records training, change management, and process improvement). Given that the agency found Lynch's HHS contract relevant due to Lynch's supposed past performance delivering records management services, training, change management, and process improvement, we find the evaluation unreasonable.

We also agree with Veros that to the extent Lynch's HHS contract did somehow include records management services, training, change management, and process improvement, the contemporaneous record does not explain how the HHS work was relevant to PWS sections 4.6, 4.2, and 4.1. Veros's point is well-taken that PWS section 4.6 contains specific requirements for IT and online accessibility of information while Lynch's HHS CPARS report, at best, includes a generic reference to records management. Comments & Supp. Protest at 25. The CPARS report states only that the HHS program office manages "other program areas" such as "Records Management" but does not have any elaboration as to what "Records Management" includes or what Lynch did to support records management. *See* AR, Tab 9.1, Lynch Past Performance Information at 2. In the absence of any explanation as to how the agency concluded that Lynch's HHS contract was relevant to the work contemplated

[11] This protest ground is uncontested. The VA's supplemental agency report did not respond to this challenge. While the initial contracting officer's statement filed with the agency report did contain a discussion of Lynch's past performance, it provided no elaboration or explanation beyond the conclusory statements in the past performance evaluation document. *See* COS at 31-36. Lynch participated as an intervenor but did not file comments on the agency report or the supplemental agency report. Lynch did, however, file three requests for dismissal and a request to impose sanctions on Veros. In this regard, on May 5, Lynch filed a request for dismissal, which we declined because Lynch raised merits arguments that did not provide a basis for dismissal. Lynch Req. for Dismissal, May 5; GAO Notice, May 8. On May 15, Lynch requested dismissal of Veros's May 7 supplemental protest as untimely. Lynch Req, for Dismissal, May 15; *See* Comments & Supp. Protest at 2 n.1 (withdrawing relevant supplemental ground). As explained further below, we decline the remaining request for dismissal and the request to impose sanctions.

under the RFP, we find the evaluation unreasonable. *See* AR, Tab 9.2, Past Performance Evaluation at 4 (concluding that the HHS contract was relevant without accompanying analysis); *see* RFP at 92-93 (defining relevancy as a contract similar in scope to the instant requirements, and defining scope as how well the requirements in the instant PWS align with those of the referenced contract).

For similar reasons, we find the VA's evaluation of Lynch's other three CPARS reports unreasonable. Just like the HHS CPARS report, these CPARS reports contain brief narratives of the work performed under the respective contracts, and like the evaluation of Lynch's HHS work, the VA conducted a conclusory evaluation of the CPARS reports absent any analysis. AR, Tab 9.1, Lynch Past Performance Information at 2, 9, 18, 23; AR, Tab 9.2, Past Performance Evaluation at 4-6.

For example, one of the remaining three CPARS reports was for a task order Cotality performed for USDA. The description of work stated that Cotality software and data was used by the Federal Emergency Management Agency National Flood Insurance Program. AR, Tab 9.1, Lynch Past Performance Information at 23. The VA found that the CPARS report demonstrated past performance relevant to PWS sections 3.1, 4.3, and 4.7E. AR, Tab 9.2, Past Performance Evaluation at 5.

PWS section 3.1 covers the performance objectives for the instant requirement, section 4.3 covers operational data reporting and is almost three pages long, and section 4.7E covers an optional appraiser panel management dashboard tool. AR, Tab 6, PWS at 7 (section 3.1), 15-17 (section 4.3), 28 (explaining that PWS 4.7 contains optional work), 31-32 (section 4.7E). The past performance evaluation discussed the referenced USDA task order but did not explain how that work was relevant to the referenced PWS sections. AR, Tab 9.2, Past Performance Evaluation at 5. On this record, the relevance of the referenced task order is not apparent, and the protester has persuasively called it into question. *See* Comments & Supp. Protest at 30-32. In the absence of any explanation from the VA as to how it found Cotality's USDA task order relevant to referenced PWS sections, we find the evaluation unreasonable.

As we find unreasonable the VA's relevancy evaluation of all four CPARS reports evaluated for team Lynch, we also find unreasonable the VA's decision to assign Lynch a rating of substantial confidence under the past performance factor. In order to evaluate a past performance reference for level of confidence, the VA was first required to find it relevant. RFP at 104 ("For a reference to be considered, it must be both recent and relevant."). Since Lynch's past performance relevancy cannot be established on this record, neither can a past performance confidence rating.[12] As the SSA determined

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[12] While not at issue in the protest, our review of the record shows that the VA evaluated Veros's past performance in a similar manner. *See* AR, Tab 9.2, Past Performance Evaluation at 7. That is, the VA assessed the relevancy of Veros's past performance with conclusory references to various PWS sections without explaining how the past performance was relevant to the cited PWS sections. *Id.* Given our recommendation,
(continued...)

that the proposals submitted by Veros and Lynch were equivalent under the past performance factor and this conclusion is called into question by the unreasonable evaluation of past performance, we find that Veros was prejudiced by the VA's error. *See* AR, Tab 10, SSDD at 33. This protest ground is sustained.

Disparate Treatment Under the Past Performance Factor

The protester also argues that the past performance evaluation was disparate because the VA evaluated two CPARS reports for Veros and four CPARS reports for Lynch. Comments & Supp. Protest at 32-36; Supp. Comments at 18-24. According to Veros, the VA should have either assessed four CPARS reports for each offeror, or two CPARS reports for each offeror, and that for team Lynch, this would mean assessing one report for Lynch and one report for Cotality. Supp. Comments at 22.

We have reviewed this challenge and find it without merit. Simply put, nothing in the terms of the RFP limited the agency's past performance evaluation to considering an equal number of CPARS reports per offeror. RFP at 104-105. We note that the RFP's instructions to offerors limited PPQ submissions to two per proposal. *Id.* at 92. However, the RFP's terms governing the evaluation of proposals did not limit the agency to evaluating only the two PPQs per offeror or limiting the amount of "data obtained from other sources" in any way. *See id.* at 105. In this regard, outside of PPQs, the RFP gave the agency wide discretion to select past performance information to evaluate and did not limit the agency to evaluating an equal number of past performance reports per offeror. *See id.* at 103-104. For these reasons, we reject the disparate treatment allegation.

Disparate Treatment Under the Technical Factor

Veros alleges that the VA evaluated technical proposals in a disparate manner. In this regard, Veros contends that in three instances the VA either credited Lynch with a strength or significant strength for an aspect of Lynch's proposal while failing to give Veros equal credit for similar aspects of Veros's proposal. Comments & Supp. Protest at 13-18; Supp. Comments at 24-30. The VA defends its technical evaluation as reasonable. As discussed below, we deny this protest ground.

In reviewing protests challenging an agency's evaluation of proposals, our Office does not reevaluate proposals or substitute our judgment for that of the agency, but rather examines the record to determine whether the agency's judgment was reasonable and in accord with the stated evaluation criteria and applicable procurement laws and regulations. *Solers Inc., a Peraton Company*, B-418500.2 *et al.*, July 31, 2020, at 10; *MicroTechnologies, LLC,* B-413091, B-413091.2, Aug. 11, 2016, at 4-5. An

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(...continued)
the agency should also reevaluate Veros's past performance in light of the issues identified in this decision.

offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *STG, Inc.,* B-405101.3 *et al.,* Jan. 12, 2012, at 7. In addition, where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. *See Paragon Sys., Inc.; SecTek, Inc.*, B-409066.2, B-409066.3, June 4, 2014, at 8-9.

The evaluation of proposals under the technical factor would consider two equally important subfactors: (1) technical approach; and (2) capability and experience. RFP at 103. An overall adjectival rating would be issued at the factor level. *Id.*

The technical capability subfactor contained three elements and would be evaluated to "measure the ability of the offeror to effectively provide the services anticipated under the resulting contract." *Id.* at 103-104. Relevant to the protest, elements one and two pertained to PWS section 4.4 (appraisal management services). Element one required a demonstration of the proposed COTS product. *Id.* at 103. Element two required a demonstration of how the proposed automated valuation model (AVM) is currently being used by industry and how the AVM is tested for credibility. *Id.* Specifically, the RFP stated:

> The offeror's approach shall demonstrate how the [AVM], which will be included in each appraisal scoring report, is currently being used by industry participants and how the AVM is tested for credibility. The vendor shall demonstrate the process used for validating the AVM for credibility and confidence and state the source data used for the AVM.

Id.

The second subfactor, capability and experience, contained six elements and would be evaluated to determine the extent to which the offeror and any major subcontractors have worked on recent and relevant projects. RFP at 104. Relevant to the protest, element four pertained to PWS section 4.4 (appraisal management services) and stated: "Contractor shall demonstrate capability and experience with reading and scoring appraisals based on proven risk-based models." *Id.*

In response to element 2 of the technical capability subfactor, Lynch proposed Cotality's Total Home Value^{x} (THV) as its AVM solution. AR, Tab 7.1, Lynch Proposal at 12. The proposal stated that "[w]ith over 25 years of experience in collateral valuation and risk management, Cotality already serves 16 of the top 20 mortgage lenders, as well as institutions in servicing, capital markets, and government sectors." *Id.* The proposal explained that THV leverages [DELETED] to produce [DELETED] valuations, and that the model integrates over 5.5 billion curated property records, "including [DELETED]," along with a proprietary algorithm. *Id.*

In response to element four of the capability and experience subfactor (experience reading and scoring appraisals), Lynch's proposal explained that Cotality "delivered a robust, scalable solution to Bank of America (BoA) that enables their collateral review teams to accurately read, score, and triage appraisal reports using advanced, risk-based modeling." *Id.* at 21. Lynch's proposal stated that through Cotality, its experience includes automated appraisal reviews, risk-based scoring, configurable rule engines, and large-scale processing, and that Cotality has executed over 7 million appraisal reviews annually under its work for BoA. *Id.*

Lynch earned the highest-possible technical rating (exceptional) under the technical factor. AR, Tab 10, SSDD at 10. Under the technical capability subfactor, element two, Lynch earned a significant strength for its proposed AVM, THV. AR, Tab 8.1, Lynch Technical Evaluation at 3. The VA found that THV served "16 of the top 20 mortgage lenders, as well as institutions in servicing, capital markets, and government sectors." *Id.* In discussing the impact of Lynch's proposed approach, the VA found that Lynch's demonstration of serving 16 of the top 20 mortgage lenders "may significantly reduce" performance risk. *Id.* Also under this element, Lynch earned a separate strength because the VA found the proposed AVM "integrates over 5.5 billion curated property records, including [DELETED], along with a proprietary condition and quality algorithm." *Id.* In discussing the impact of this approach, the VA explained that it "may enhance credibility and accuracy," which may reduce performance risk. *Id.*

Also relevant here, Lynch earned a significant strength under element four of the capability and experience subfactor. *Id.* at 9. The basis for this significant strength was Cotality's experience with BoA, including its "robust, scalable solution[,]" that enabled review teams to read, score, and triage appraisal reports using "advanced, risk-based modeling[,]" and its "large-scale processing" experience which included execution of over 7 million reviews annually. *Id.* In discussing the impact of this demonstrated experience, the VA found that it "may significantly reduce" performance risk. *Id.*

Veros challenges the evaluation findings detailed above as evidence of disparate treatment because its proposal included similar features that were not credited as strengths or significant strengths. As discussed below, we have reviewed these challenges and find them without merit.

Veros first argues that the VA disparately evaluated proposals under element two of the technical capability subfactor, as evidenced by the significant strength credited to Lynch's proposal for Lynch's proposed AVM, THV. Comments & Supp. Protest at 14-15; Supp. Comments at 24-26. The protester alleges that Lynch's significant strength is due to THV being used by 16 of the top 20 mortgage lenders. Supp. Comments at 26. According to the protester, Veros proposed its own "industry-leading AVM solution, VeroVALUE, that has been used . . . by top lenders, credit unions, and banks, as well as the VA itself"; however, Veros did not receive a similar significant strength finding. *Id.* at 25; *see* AR, Tab 7, Veros Proposal at 9. Veros alleges that by not crediting its proposal with a significant strength for proposing VeroVALUE, the VA applied disparate standards when assessing the competing AVM solutions as both products are used by top lenders. Comments & Supp. Protest at 15.

The VA responds that the different evaluation results reflect differences in the proposals and not an unequal evaluation. Supp. COS/MOL at 10. The agency recognizes that Veros proposed an AVM solution, VeroVALUE, and that Veros's proposal described VeroVALUE as an industry-leading, top-performing AVM. *Id.* at 9; AR, Tab 7, Veros Proposal at 9. Further, the VA recognizes that VeroVALUE was described as being used by "top national lenders, credit unions and banks[.]" Supp. COS/MOL at 9; AR, Tab 7, Veros Proposal at 9. However, the agency argues that Veros's proposal did not include "quantifiable detail to warrant a strength or significant strength." Supp. COS/MOL at 9.

On this record, we conclude the Veros fails to demonstrate disparate treatment. In short, we agree with the VA that the different evaluation results reflect differences in the proposals. The record reflects that the VA assessed Lynch's significant strength based on its proposed AMV, THV, being used by 16 of the top 20 mortgage lenders which was evidence that Lynch offered an AMV that "may significantly reduce" performance risk. AR, Tab 8.1, Lynch Technical Evaluation at 3. In response to the protest, the contracting officer states that this detail in Lynch's proposal demonstrated that Lynch's proposed product "is being used by top industry participants in the mortgage industry[,]" and that Veros's proposal did not include the same quantifiable detail. Supp. COS/MOL at 9.

While Veros's proposal discussed its proposed AMV, VeroVALUE, as being used by "top national lenders, credit unions, and banks," the proposal did not provide the quantity of top national lenders like Lynch's proposal did. *See*, AR, Tab 7, Veros Proposal at 9. As the record reflects that Lynch earned credit for offering a product that serves 16 of the top 20 mortgage lenders and that Veros's proposal did not include sufficient detail to establish that its proposed AVM is used to the same extent by top industry participants, we have no basis to disturb the VA's evaluation conclusion here. Accordingly, the protest ground is denied.

Next, the protester challenges the strength assessed to Lynch's proposal under element two of the technical capability subfactor based on Lynch's demonstration that its AVM model integrates over 5.5 billion curated property records, including [DELETED], as well as a proprietary algorithm. Comments & Supp. Protest at 15-16; Supp. Comments at 26-27; AR, Tab 8.1, Lynch Technical Evaluation at 3 (strength finding No. 2). According to Veros, it's proposal should have also received a strength because it proposed "an AVM of similar sophistication" and the attributes identified by the VA to support Lynch's proposal "are not meaningfully distinguishable" from the attributes offered by Veros. Comments & Supp. Protest at 15-16. In this regard, Veros contends that VeroVALUE utilizes [DELETED]. *Id.*; AR, Tab 7, Veros Proposal at 9.

Based on our review of the record, Veros fails to demonstrate disparate treatment. The RFP required the agency to assess the process used to validate the proposed AVM for credibility and confidence, and the source data used. RFP at 103. While each offeror proposed an AVM and discussed its validation process and sources of data, the proposals responded to this RFP requirement in substantively distinguishable ways.

Compare AR, Tab 7, Veros Proposal at 9 (using [DELETED]), *with* AR, Tab 7.1, Lynch Proposal at 12 (explaining that its model integrates Cotality's 5.5 billion curated property records, including [DELETED], as well as a proprietary algorithm). The record reflects that Lynch earned a strength because its AVM integrates over 5.5 billion curated property records, including [DELETED], as well as a proprietary algorithm, and that Veros's offering was described in a substantively different way. Accordingly, this challenge is denied.

Finally, Veros alleges that the significant strength assessed to Lynch's proposal under element four of the capability and experience subfactor evidences disparate treatment. Comments & Supp. Protest at 16-18; Supp. Comments at 28-29. Lynch was credited for experience and capability reading and scoring appraisals based on a Cotality solution used by BoA resulting in over 7 million reviews annually. AR, Tab 8.1, Lynch Technical Evaluation at 9. Veros argues that this reflects disparate treatment because its proposed product, VeroSCORE, also demonstrates significant industry experience and yet Veros was only assessed with a normal strength for proposing VeroSCORE. Comments & Supp. Protest at 16-18.

On this record, we find that Veros fails to demonstrate disparate treatment. In short, the record reflects that the proposals contained substantively distinguishable approaches, which reasonably resulted in different evaluation results. Where Lynch discussed Cotality's experience with BoA executing over 7 million reviews annually, Veros discussed VeroSCORE, which was described as a product "currently run on all VA appraisals and leveraged by other government entities and other Lender/Appraisal Management Company [] customers." AR, Tab 7, Veros Proposal at 21. Put simply, these are substantively different approaches and we cannot say that the agency acted unreasonably in evaluating the proposals as providing different possible benefits to the agency. *Compare* AR, Tab 8.1, Lynch Technical Evaluation at 9 (discussing Cotality's BoA experience and finding significant industry experience provides the VA with increased confidence), *with* AR, Tab 8, Veros Technical Evaluation at 9 (discussing Vero's VeroSCORE product used by the VA and finding that Veros's experience is a strength). This protest ground is denied.

Material Misrepresentation

Veros alleges that Lynch's proposal materially misrepresented the scope of Cotality's involvement and that Lynch should be disqualified from this procurement. Comments & Supp. Protest at 4-13; Supp. Comments at 5-15. According to Veros, Lynch's proposal represented that Cotality will provide personnel for program management and key leadership roles. Comments & Supp. Protest at 4; Supp. Comments at 7. Veros alleges that Lynch's representation regarding Cotality's level of involvement has proven false and that the alleged misrepresentation was material. Comments & Supp. Protest at 5. To resolve this protest ground, we provide a discussion of the relevant background information and the intervenor's requests for dismissal.

Relevant Background Information

As discussed above, the instant protest challenges the VA's award to Lynch following an initial protest and voluntary corrective action. COS at 7. The agency initially made award to Lynch in September of 2025. *Id.* After receiving an award notification, on September 23, 2025, Veros filed a size status protest with the contracting officer challenging Lynch's eligibility as a small business under the RFP and alleging that Lynch was affiliated with Cotality (an other than small business concern) by virtue of ostensible subcontractor affiliation.[13] Supp. Protest at 3. The record reflects that the contracting officer forwarded the size status protest to the relevant SBA Area Office. *See also* 13 C.F.R. § 121.1003 (requiring a size protest to be filed with the contracting officer, and requiring the contracting officer to forward the protest to the relevant SBA Area Office). Veros filed its first protest with our Office on September 26. COS at 7. After Veros filed its first protest with our Office, the Small Business Administration (SBA) suspended its processing of the size protest. Supp. Protest at 3.

As previously mentioned, the VA took voluntary corrective action in response to Veros's first protest, which included a reevaluation of proposals. COS at 7. On April 6, 2026, Veros learned that the VA had completed its corrective action and that Lynch had again been selected for award. *Id.* at 8. On April 7, the SBA resumed processing the size protest. Supp. Protest exh. S, SBA Notice to Lynch at 1.[14] The SBA Area Office issued a formal size determination on April 28, finding that Lynch was "a small business for the referenced procurement." Supp. Protest exh. T, Size Determination at 1.

Relevant here, the size determination explained that Lynch was asked to submit to the SBA a description of what primary activities would be performed by Lynch and any proposed subcontractors.[15] *Id.* at 7. The size determination stated that Lynch indicated

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[13] The ostensible subcontractor rule provides that when a subcontractor is performing the primary and vital requirements of the contract, or when the prime contractor is unusually reliant upon the subcontractor, the two firms are affiliated for purposes of the procurement at issue. 13 C.F.R. § 121.103(h). To ascertain whether the relationship between a prime contractor and a subcontractor violates the ostensible subcontractor rule, an area office must examine all aspects of the relationship, including the terms of the proposal and any agreements between the firms. *Size Appeal of Advanced Tech. Logistics, Inc.*, SBA No. SIZ-6159 (2022) at 13-14.

[14] Our references to the supplemental protest exhibits (such as notice to Lynch and the size determination) correspond to the page numbers of the referenced documents, not the Adobe PDF page numbers of the exhibit packet.

[15] The notice of the size protest included a request for a copy of Lynch's final proposal. Supp. Protest, exh. S, SBA Notice to Lynch at 3. It is not clear from the size determination whether the SBA Area Office conducted its analysis of ostensible subcontractor affiliation by reviewing Lynch's proposal or Lynch's description of what primary activities would be performed by Lynch. *See* Supp. Protest, exh. T, Size

(continued...)

that it would lead and control all core tasks listed in PWS sections 4.1 through 4.7; and maintain responsibility for program management, modernization leadership, integration with VA systems, authority to operate/security responsibilities, reporting and analytics, business rule governance, training and change management, stakeholder communications, and oversight of all AMS workflows. *Id.* at 7-8. The SBA concluded that those activities "define the contract's purpose and value, and they are performed by Lynch and not the subcontractor." *Id.* at 8.

The size determination also stated that Lynch represented the following:

> Cotality's involvement is limited to interchangeable, commodity-like tools and datasets that support Lynch's modernization and reporting activities. Numerous commercial providers offer equivalent products, and under the subcontract terms Lynch retains unilateral substitution and removal authority, further demonstrating the absence of reliance or dependency.
>
> * * * * *
>
> Cotality provides only replaceable inputs under Lynch's supervision and without any Government-facing authority.
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> * * * * *
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> Lynch indicates that as the prime contractor, it will provide 100 [percent] of overall program/contract management functions and perform at least 50 [percent] of the work[.] . . . The sole subcontractor Cotality's role is providing its commercially available AMS platform, replaceable data inputs, and COTS technology components that Lynch integrates into VA's broader AMS environment. The subcontract is limited to providing data and commercial off-the-shelf inputs that Lynch integrates and governs.

Id. As noted above, the SBA Area Office concluded that Lynch was a small business for this procurement. *Id.* at 1. On May 13, Veros appealed the SBA Area Office's size determination to OHA. Decl. of A. Hoang ¶ 8. On May 21, OHA issued a protective order in that matter. *Id.* ¶ 10. The record reflects that the OHA appeal is pending as of

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(...continued)
Determination at 7-9 (mentioning Lynch's description but including no citations to the proposal). The SBA Office of Hearings and Appeals (OHA) has stated that documents created in response to a size protest may not be used to contradict an offeror's proposal. *Size Appeal of Coulson Aviation USA, Inc.*, SBA No. SIZ-5815 (2017) at 10 (concluding that the SBA Area Office properly afforded less weight to statements made about a proposal, and that the best source to evaluate a concern's operations is the proposal).

June 16, and the parties have not informed our Office of any resolution to this date. *Id.* ¶ 19 (declaration dated June 16, 2026).

Intervenor's Request for Dismissal: Timeliness

The intervenor requests that we dismiss the material misrepresentation allegation as untimely. As discussed below, we decline the request.

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. *United Int'l Investigative Servs., Inc.*, B-286327, Oct. 25, 2000, at 4. Under these rules, a protest based on alleged improprieties in a solicitation must be filed prior to bid opening or the time established for receipt of proposals, 4 C.F.R. § 21.2(a)(1), and all other protests generally must be filed no later than 10 calendar days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2).

Lynch argues that Veros's material misrepresentation allegation was not timely filed and should be dismissed. Intervenor Req. for Dismissal, June 11, at 4. Relevant here, the material misrepresentation allegation was filed on June 1 (along with Veros's comments on the agency report) as a supplemental protest. Comments & Supp. Protest at 1. According to Lynch, Veros's material misrepresentation allegation is based on facts known to Veros as early as September 23, 2025, based on the size protest filed with the SBA. Intervenor Req. for Dismissal, June 11, at 4. As the material misrepresentation allegation was not filed with GAO until June 1, 2026, Lynch argues that it should be dismissed as untimely. *Id.*

To this point, Lynch notes that on May 7, Veros filed a supplemental protest arguing that Cotality's role in performance did not support the VA's evaluation conclusions, as evidenced by the information in the size determination (issued on April 28).[16] *Id.* Lynch argues that Veros's material misrepresentation allegation (filed on June 1) is based on the same facts as the May 7 supplemental protest and is merely an untimely attempt to revive the May 7 challenge under a different label. *Id.*

The protester draws a distinction between its May 7 supplemental protest and its June 1 supplemental protest. Supp. Comments at 15. Veros explains that its May 7

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[16] The May 7 supplemental protest was voluntarily withdrawn. In that challenge, Veros argued that, based on the information contained in the size determination, Cotality's role in performance would be limited, and thus, it was unreasonable for the VA to rate Lynch's proposal as exceptional under the technical factor because, according to Veros, Lynch does not have relevant experience and Cotality's experience should not have factored into the evaluation based on Cotality's limited proposed role. *See* Supp. Protest at 5-7.

supplemental protest challenged the VA's evaluation of Lynch's proposal based on the description of Lynch's approach as recited in the SBA Area Office's April 28 size determination. *Id.* In contrast, Veros explains that its June 1 supplemental protest challenges the VA's evaluation of Lynch's proposal based on the information contained in Lynch's proposal, made available to Veros on May 20 as part of the agency report. *Id.* Veros claims that it "withdrew [the May 7 supplemental protest] because the record showed that Lynch was not evaluated based on the approach Lynch described to the SBA in April 2026, but, rather, on the contradictory approach described in Lynch's proposal." *Id.* Veros argues that its June 1 supplemental protest ground alleging that Lynch's proposal contained a material misrepresentation is timely filed as measured from May 20, the date that Veros gained access to Lynch's proposal. *Id.* at 4, 15.

We agree with Veros that the June 1 supplemental protest is timely filed. The May 7 supplemental protest and the June 1 supplemental protest have distinct factual bases. As explained by Veros, the May 7 challenge is rooted in the SBA Area Office's size determination whereas the June 1 supplemental protest is rooted in the contents of Lynch's proposal and is supported by the size determination. In order for Veros to allege that Lynch's proposal made a misrepresentation, Veros necessarily had to review Lynch's proposal. The record demonstrates that Veros gained access to Lynch's proposal on May 20. Thus, this challenge, raised on June 1, is timely filed as measured from May 20. 4 C.F.R. § 21.2(a)(2); *id.* 21.0(d) (days are calendar days; when last day of the filing period falls on a Saturday, Sunday, or federal holiday, the filing period extends to the next day that is not a Saturday, Sunday, or federal holiday).

Intervenor's Request to Impose Sanctions

Next, Lynch asks our Office to impose sanctions on Veros by declining to consider--and in effect, dismissing--Veros's material misrepresentation allegation. Intervenor Req. for Sanctions at 3-5. As discussed below, we decline to dismiss the allegation.

In short, Lynch alleges that Veros improperly used information protected under an OHA protective order to further its GAO protest.[17] According to Lynch, Veros's use of the SBA Area Office's size determination to support its GAO protest violated the protective order issued by OHA in Veros's appeal of the SBA Area Office's size determination. *Id.* at 2.

Lynch contends that once OHA issued its protective order, anything contained in the OHA record became protected material subject to the terms of the OHA protective order, including the underlying size determination. *Id.* at 3. According to Lynch, when Veros submitted the size determination in the GAO protest record as support for its

[17] The OHA protective order states in relevant part: "This protective order will apply to the case file, including the information that Lynch Consultants submitted to the [SBA Area Office]; any pleadings that contain this information; and the decision in this matter, if it contains this information." OHA Protective Order at 2.

GAO protest, Veros abused the OHA protective order process. Lynch contends that our Office should strike from the record "all material Veros derived from the OHA-protected appeal file and decline to consider any protest ground that depends on that information, including Veros's [material misrepresentation allegation]." *Id.* at 2-4.

Veros argues that the request for dismissal is baseless. Supp. Comments at 32. As an initial point, Veros argues that Lynch asks GAO to enforce OHA's protective order and that Lynch has cited no authority giving GAO authority to enforce OHA's protective order. *Id.* More importantly, Veros contends that the information at issue--the SBA Area Office's size determination--is not protected information. *Id.* Here, Veros makes two relevant points.

First, Veros explains that the size determination was issued on April 28 with no dissemination restrictions, and further explains that it filed the size determination with our Office on May 7, weeks before OHA issued its protective order. *Id.* Second, Veros argues that OHA's protective order does not "transform previously public information into protected information[,]" and that "[t]he [s]ize [d]etermination is not confidential or proprietary[.]" *Id.* at 33.

On this record, we decline to dismiss the protest allegation. Lynch's request for sanctions is frivolous at best. First, as argued by the protester, Lynch points to no authority giving our Office jurisdiction to enforce OHA's protective order. More salient here, the information at issue, the size determination, was issued without dissemination restrictions and not subject to the terms of any protective order. The issuance of an OHA protective order does not make information already filed in the record with our Office somehow off limits for the purpose of resolving the matter before us.

Further, Lynch has not explained how the size determination would be subject to the terms of the OHA protective order. The terms of the OHA protective order speak to a decision issued by OHA, but do not speak to the underlying size determination. *See* OHA Protective Order at 2.

As one final point, there is no factual basis of Lynch's request for dismissal. In this regard, Lynch asserts that counsel for Veros has taken information protected under the OHA protective order, including "Lynch's confidential size-protest submissions and the Size Determination reciting them," and filed it in the GAO protest record. Intervenor Req. for Sanctions at 3. This allegation is not supported by the record. First, Veros has not filed Lynch's size protest submissions. Second, the record reflects that as of the date Veros responded to Lynch's request for sanctions, Veros has not gained access to Lynch's size protest submissions, nor has Veros received the OHA case file. *See* Decl. of A. Hoang ¶ 7 ("At the time of [the] May 7, 2026 filing, counsel for Veros did not have access to Lynch's response to the SBA"), ¶ 17 (on June 11, "Veros had yet to receive the OHA case file, including Lynch's size protest submission"), ¶ 19 ("As of [June 16], counsel for Veros still has yet to receive the OHA case file"). Accordingly, there is nothing in the record to support Lynch's allegation that Veros filed information protected under the OHA protective order in the record for this protest.

In conclusion, nothing in the record supports Lynch's position that Veros has "abus[ed] the protective order process[.]" Intervenor Req. for Sanctions at 1. The assertion is baseless. Accordingly, we decline to dismiss the protester's allegation.

Resolution of Material Misrepresentation Allegation on the Merits

Moving to the merits of the protest ground, Veros argues that Lynch's proposal materially misrepresented Cotality's level of involvement in the proposed approach and that Lynch should be disqualified from the procurement. As discussed below, we deny this protest ground.

In short, Veros argues that the SBA Area Office's size determination demonstrates that Lynch's proposal misrepresented Cotality's proposed involvement. Comments & Supp. Protest at 4. Veros compares Cotality's proposed involvement as described in Lynch's proposal with Cotality's proposed involvement as described in the size determination and argues that the representations made in the proposal cannot be squared with the representations made to the SBA, demonstrating a misrepresentation in the proposal. In raising this challenge, Veros highlights the following three relevant areas of the record.

First, Veros highlights sections 1.1.1 and 2.2 of Lynch's proposal, which detailed its approach for program management and program management capabilities. Comments & Supp. Protest at 7-8; Supp. Comments at 7-8. These portions of Lynch's proposal described the proposed program management office as involving "[DELETED] key leadership roles[,]" two of which would be filled by Cotality employees, and that the program management office would be a "tightly integrated leadership unit" that operates "as a collaborative command center[.]" AR, Tab 7.1, Lynch Proposal at 4, 17.

Second, Veros highlights Lynch's proposed cost-breakdown by contract line item number (CLIN), which detailed the dollar value of work to be performed by the prime contractor as compared to the subcontractor. Comments & Supp. Protest at 8. This portion of Lynch's proposal illustrated that Lynch allocated to Cotality slightly less than [DELETED] percent of the performance by dollar value under PWS section 4.1, program management support services. AR, Tab 14.1, Lynch Cost-Breakdown by CLIN at rows 2-13, columns H-I; AR, Tab 6, PWS at 7-13.

Third, Veros points to the size determination issued by the SBA area office. The protester highlights language from the size determination stating that Lynch indicated to the SBA that, for example: Lynch, not Cotality, would be responsible for [DELETED] percent of overall program management; Cotality's involvement would be limited to tools and datasets; and Cotality's role would be providing its AMS platform, data inputs, and technology components. Supp. Comments at 7-8 (citing Supp. Protest, May 7, exh. T, Size Determination at 8). Relying on these three parts of the record, Veros argues that Lynch's proposal described an approach involving Cotality that Lynch has subsequently indicated to the SBA it will not actually provide. *See id.*

In response to a request by our Office, Lynch submitted a declaration of its managing partner.[18] The managing partner declares that they have authority to draft, review, and approve proposals, including the proposal at issue. Decl. of Lynch Managing Partner ¶ 3. The managing partner declares that the proposal submitted in response to the RFP "accurately reflects Lynch Consultants' proposed approach to the requirement." *Id.* ¶ 4. Additionally, the managing partner states that the [DELETED] Lynch employees identified in the proposal as part of the program management office "will perform the majority of the tasks associated with Lynch Consultants' proposed program management office." *Id.* ¶ 6. The managing partner further explains that the two Cotality employees "are included in Lynch Consultants' proposed approach to provide expertise and knowledge as to the technical tasks associated with the Lynch Consultants led program management office." *Id.* ¶ 7.

For its part, the VA denies any wrongdoing. The contracting officer states that the agency reasonably evaluated Lynch's proposal as submitted and that it reasonably understood Lynch to be the proposed prime contractor and Cotality to be Lynch's major subcontractor used to support discrete technical areas. Supp. COS/MOL at 5. As discussed below, we deny this protest ground because the record does not demonstrate that Lynch made a material misrepresentation in its proposal submitted to the VA.

An offeror may not knowingly misrepresent a fact in its proposal in order to win a government contract and a material misrepresentation in a proposal can provide a basis for disqualifying a proposal and canceling a contract award based upon the proposal. *NCI Info. Sys.*, B-417805.5 *et al.*, Mar. 12, 2020 at 8 (firm may not properly receive award based on a knowing misrepresentation in its proposal); *ACS Gov't Servs.*, B-293014, Jan 20, 2004, at 11 (finding material misrepresentation and recommending disqualification). A misrepresentation is material where the agency relied upon it and it likely had a significant impact upon the evaluation. *Johnson Controls Sec. Sys.*, B-296490, B-296490.2, Aug. 29, 2005, at 5. When resolving allegations of material misrepresentation, our Office may consider information raised during the protest that was not reasonably known to the agency during the evaluation. *See*, *e.g.*, *Patricio Enterprises, Inc.*, B-412738, B-412738.2, May 26, 2016, at 8-9 (considering whether awardee actually possessed signed employment offers); *see also Johnson Controls Sec. Sys.*, *supra*, at 11 (considering whether awardee actually scheduled required certification training).

As an initial matter, the record before our Office shows that the agency evaluated Lynch's proposal and assessed various strengths and significant strengths based on the

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[18] In our request, we asked that a Lynch representative confirm whether Lynch's proposal accurately reflects Lynch's proposed approach, and to confirm whether Lynch's proposed approach includes providing at least two Cotality employees to serve as members of Lynch's program management office. GAO Req. for Declaration, June 30, 2026.

representations made in the proposal, and that the agency had no reason to question those representations at the time it conducted its evaluation. In addition, the record includes a signed declaration from Lynch's managing partner declaring that Lynch's proposal accurately reflects the proposed approach. Decl. of Lynch Managing Partner ¶ 4.[19]

Nevertheless, we agree with Veros that the contents of Lynch's proposal and the representations Lynch made to the SBA as recounted in the SBA Area Office's size determination seem to be incompatible. On one hand, Lynch's proposal offered two Cotality employees as program management officers and indicated that Cotality will perform slightly less than [DELETED] percent of the work by dollar value for program management support services. *See* AR, Tab 7.1, Lynch Proposal at 4, 17; AR, Tab 14.1, Lynch Cost-Breakdown by CLIN at rows 2-13, columns H-I. On the other hand, in finding Lynch to be a small business, the SBA area office highlighted the fact that Lynch explained that it would provide [DELETED] percent of the overall program management and that Cotality's role will be limited to providing tools and datasets. *See* Supp. Protest exh. T, Size Determination at 24.

While we agree with Veros that these competing representations are difficult to harmonize, we disagree with Veros that the competing representations demonstrate a material misrepresentation in Lynch's proposal submitted to the VA. The record does not show that at the time Lynch submitted its proposal, it did not intend to perform in the manner stated. Rather, Veros has identified possible inconsistencies between Lynch's proposal and Lynch's subsequent representations to the SBA for the purpose of qualifying as a small business for this procurement; representations that the SBA may have relied on in making its size determination.[20] For the purpose of our resolution,

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[19] While the managing partner's declaration states that Lynch's proposal accurately reflects its proposed approach, it also states that the Cotality employees proposed for the program management office were included in the approach "to provide expertise and knowledge as to the technical tasks associated with the Lynch Consultants led program management office." Decl. of Lynch Managing Partner ¶¶ 4, 7. We find that the managing partner's description of Cotality's involvement in the program management office could be viewed as somewhat inconsistent with the description in Lynch's proposal that the program management office will include "[DELETED] key leadership roles" and will be a "tightly integrated leadership unit" operating as a "collaborative command center[.]" AR, Tab 7.1, Lynch Proposal at 4. To the extent that the agency views the declaration as a basis to open discussions or otherwise clarify the proposal, it should consider doing so as part of its implementation of our recommendation.

[20] We note that in the context of a size protest, OHA has established that where post-proposal statements conflict with a proposal, the proposal controls. *See Size Appeal of Advanced Tech. Logistics, Inc.*, SBA No. SIZ-6159 (2022) at 15; *see also Size Appeal of DoverStaffing*, SBA No. SIZ-5300 (2011) at 8.

however, it is the proposal that must control, and any contrary post-proposal statements to the SBA are issues within the purview of the SBA and Veros's appeal with OHA. We have no role in SBA size determinations. This protest ground is denied.

Prejudice

Competitive prejudice is an essential element of every viable protest. *Apprio, Inc.*, B-420627, June 30, 2022, at 16. We find that the VA's evaluation of Lynch's past performance relevancy was unreasonable which resulted in an unreasonable assessment of Lynch's past performance. This unreasonable evaluation impacted the best-value tradeoff decision. AR, Tab 10, SSDD at 33-34.

In this regard, the SSA concluded that the proposals submitted by Veros and Lynch contained "essentially equal" performance risk. *Id.* In conducting the best-value tradeoff decision, the SSA used price as the primary tradeoff consideration because they considered the proposals submitted by Veros and Lynch to be of comparable merit under the technical and past performance factors. *Id.* at 33. Because we find the VA's evaluation of Lynch's past performance unreasonable, the SSA's tradeoff rationale is rendered unreasonable. Upon reevaluation, the VA may determine that the offerors' merit under the past performance factor is not comparable and a new tradeoff rationale could result in an award to Veros.

RECOMMENDATION

We recommend that the VA conduct a new past performance evaluation consistent with the terms of the RFP, the FAR, and the issues identified in this decision, and adequately document the results of that evaluation. The VA should make a new source selection decision based on the results of the new evaluation. If Lynch is not found to offer the best value to the government, we recommend terminating Lynch's contract for the convenience of the government and awarding the contract to the firm offering the proposal found to be the best value. We also recommend that Veros be reimbursed the reasonable costs of filing and pursuing its protest, including attorneys' fees. 4 C.F.R. § 21.8(d)(1). Veros should submit its certified claims for costs directly to the agency within 60 days after receipt of this decision. *Id.* § 21.8(f)(1).

The protest is sustained.

Edda Emmanuelli Perez
General Counsel