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## Decision

**Matter of:** Synaptek Corporation

**File:** B-410898.6

**Date:** February 29, 2016

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Brent Burris, Esq., and Edward Goldstein, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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### DIGEST

1. Protest challenging agency's evaluation of sample tasks using model answers that were not disclosed to offerors is denied where the record shows that the evaluation was reasonable and consistent with the solicitation.
  2. Protest alleging errors in agency's evaluation of protester's proposal is denied where protester has failed to demonstrate that agency's evaluation was unreasonable or inconsistent with the solicitation.
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### DECISION

Synaptek Corporation, a small disadvantaged business (SDB) located in Reston, Virginia, protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. VA118-15-R-0558, issued by the Department of Veterans Affairs (VA) for information technology (IT) services.<sup>1</sup> The protester challenges the agency's evaluation of its proposal under several evaluation factors.

We deny the protest.

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<sup>1</sup> The procurement at issue is commonly referred to as the Transformation Twenty-One Total Technology Next Generation procurement, or T4NG. Contracting Officer's (CO's) Statement at 1.

## BACKGROUND

The RFP, issued on November 19, 2014, anticipated the award of up to 20 indefinite-delivery/indefinite-quantity (IDIQ) contracts, each with a 5-year base period and one, 5-year option period.<sup>2</sup> CO's Statement at 1. The solicitation provided that task orders under the awarded contracts would be issued on fixed-price, time-and-materials, and cost-reimbursement bases, and established a maximum total value for all orders of \$22.3 billion for the base and option period. RFP at 4-11. The solicitation sought IT services encompassing the entire range of IT requirements for the VA. Performance Work Statement (PWS) at 16.

The RFP established that award would be made on a best-value basis considering price and the following five non-price evaluation factors: (1) technical;<sup>3</sup> (2) past performance;<sup>4</sup> (3) veterans involvement;<sup>5</sup> (4) veterans employment;<sup>6</sup> and (5) small business participation commitment (SBPC).<sup>7</sup> RFP at 120-21. The technical factor was further divided into two subfactors, sample tasks and management. Id. at 121.

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<sup>2</sup> Of the 20 anticipated awards, the RFP reserved 4 awards for Service Disabled Veteran Owned Small Businesses (SDVOSBs), 4 additional awards for SDVOSBs or Veteran Owned Small Businesses (VOSBs), and 4 awards for small business generally. RFP at 120-21. Large businesses were eligible to compete for eight unreserved awards, although the solicitation provided that the VA may make additional unreserved awards if the agency determined it to be in the best interest of the government. Id.

<sup>3</sup> For the overall technical factor (and related subfactors), the VA rated proposals as outstanding, good, acceptable, susceptible of being made acceptable, or unacceptable. Agency Report (AR), Tab 17, Source Selection Evaluation Plan (SSEP), at 22.

<sup>4</sup> For the past performance factor, the agency rated proposals as low risk, moderate risk, high risk, or unknown risk. Id.

<sup>5</sup> For the veterans involvement factor, the agency assigned ratings of full credit, partial credit, some credit, or no credit. In accordance with VA Acquisition Regulation § 852.215-70, only SDVOSBs could receive a rating of full credit and only VOSBs could receive a rating of partial credit. RFP at 110.

<sup>6</sup> Under the veterans employment factor, the RFP established that the agency would evaluate the extent to which offerors employed veterans. Id. at 123. Accordingly, the RFP instructed offerors to identify the percentage of their workforce that was comprised of veterans, as well as the total number of veterans employed at the time of proposal submission. Id. at 115-16.

<sup>7</sup> For the SBPC factor, the agency rated proposals as outstanding, good, acceptable, susceptible of being made acceptable, or unacceptable. AR, Tab 17, SSEP, at 22-23.

For the purpose of making the best-value award decisions, the RFP established the relative importance of the various factors and subfactors. Id. at 120. In this regard, the technical factor was significantly more important than past performance, which was slightly more important than veterans involvement, which was slightly more important than veterans employment, which was slightly more important than SBPC, which was slightly more important than price. Id. Thus, price was the least important factor. Under the most important factor, technical, the RFP indicated that the sample tasks subfactor was more important than the management subfactor. Id.

Regarding the sample tasks subfactor, the RFP directed offerors to describe their approach to performing three hypothetical tasks. Id. at 113. Sample task 1 was predicated on the VA having acquired a common cloud computing environment for use across the agency. RFP, Attach. 16, Sample Tasks. Under sample task 1, the contractor was required to support the migration of 17 IT applications from their current environments to the cloud environment. Id. In responding to sample task 1, the RFP directed offerors to describe their “approach for executing all migration efforts required” for the task and their “approach for providing sustainment services” so as to “ensure that the applications operate and perform as required in the new cloud environment.” Id. The RFP further instructed offerors to identify the labor categories that they would use to perform the sample task. Id.

Sample task 2 involved identifying and analyzing modernization efforts for the VA’s Veterans Health Information Systems and Technology Architecture (VistA).<sup>8</sup> Id. In responding to sample task 2, the RFP directed offerors to “[d]escribe the key requirements and technical approaches [they] would consider to implement a program to modernize VistA” and to identify the labor categories they would use to perform this task. Id.

The subject of sample task 3 was the expansion and enhancement of telehealth capabilities across the VA’s medical centers and outpatient clinics. Id. For sample task 3, the RFP directed offerors to describe their approach to executing all of the tasks necessary to design, acquire, install, test, deploy, and maintain an expanded and enhanced enterprise-wide telehealth capability, and to identify the labor categories they would use to perform this task. Id.

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<sup>8</sup> VistA is a VA IT system that is deployed throughout the VA healthcare system and is comprised of approximately 200 applications and modules. See VistA Monograph, 11-14 (Oct. 13, 2013), [http://www.ehealth.va.gov/docs/VistA\\_Monograph.pdf](http://www.ehealth.va.gov/docs/VistA_Monograph.pdf). VistA includes integrated electronic health records for VA patients and administrative tools for day-to-day VA operations. See <http://www.ehealth.va.gov/vista.asp> (last visited Feb. 29, 2016).

With regard to the evaluation of offerors' sample task responses, the RFP provided that the tasks were designed to "test" offerors' "expertise and innovative capabilities" with respect to the types of work required by the solicitation. RFP at 121. The RFP informed offerors that they would not be given an opportunity during discussions to correct or revise their sample task responses. Id. The RFP further provided that the agency would evaluate the sample task responses to assess offerors' understanding of the "problems" associated with performing the tasks and the feasibility of their approaches to addressing the tasks. RFP at 121-22.

As to assessing offerors' understanding of the problems presented by the sample tasks, the solicitation provided that the VA would evaluate the extent to which an offeror's proposal "demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented by the sample task" as well as "the extent to which uncertainties are identified and resolutions proposed." Id. at 121.

With regard to feasibility of approach, the RFP provided that the agency would evaluate whether an offeror's proposed "methods and approach to meeting the sample task requirements provided the Government with a high level of confidence of successful completion." Id. The solicitation also indicated that the VA would evaluate the realism of the labor categories proposed to perform the sample tasks. Id.

Under the management subfactor, offerors were to address: (1) how the T4NG PWS requirements would be accomplished by the offeror and its subcontractors; (2) a proposed management approach to ensure development of a quality assurance system and processes to capture performance and contract metrics; (3) a proposed approach to recognize, react to, and correct problems, which may arise in the performance of a task order; (4) a proposed approach to effectively forecast and control costs; and (5) how the offeror would attract and retain its workforce. Id. at 114. In evaluating offerors' responses, similar to the sample tasks subfactor, the RFP provided that the agency would evaluate the extent to which offerors demonstrated an understanding of the problems and the feasibility of their approaches. Id. at 122.

With respect to the veterans involvement factor, the RFP provided that a non-SDVOSB/VOSB offeror could receive a rating of some credit if its proposal demonstrated the offeror's intent to subcontract 10 percent or more of the contract value to SDVOSBs or 12 percent or more of the contract value to VOSBs. Id. at 123. To facilitate the VA's evaluation of the veterans involvement factor, the RFP directed offerors to identify their proposed SDVOSB and VOSB subcontractors and the anticipated amounts to be paid to these firms over the life of the contract. Id. at 115.

As to the SBPC factor, the RFP provided that the agency would evaluate the extent to which offerors demonstrated a commitment to meeting or exceeding the following small business goals: (1) 10 percent of the total contract value to SDVOSBs; (2) 12 percent of the total contract value to VOSBs; (3) 5 percent of the total contract value to SDBs; (4) 5 percent of the total contract value to women-owned small businesses; and (5) 3 percent of the total contract value to historically underutilized business zone small businesses. Id. at 123. In this regard, the RFP directed offerors to identify the percentage of the total contract value that they proposed would be received by the small businesses categories identified in the solicitation, as well as the total percentage that would be provided to small businesses generally. Id. at 116. To the extent an offeror did not propose to meet a particular small business goal, the offeror was required to provide an adequate explanation as to why the offeror could not meet that goal. Id. at 123. The RFP further provided that for a proposal to be rated acceptable under the SBPC factor, it was required to demonstrate that at least 35 percent of the total contract value would be received by small businesses. Id. at 124.

The VA received timely proposals from [deleted] offerors, including that of Synaptex. AR, Tab 18, Competitive Range Memorandum (Memo), at 3. The results of the agency's evaluation of the protester's proposal are as follows:

	<b>Synaptex Evaluation</b>
<b>Overall Technical</b>	Acceptable
<b>Technical--Overall Sample Tasks Subfactor</b>	Acceptable
Sample Task 1 (Cloud Migration)	Acceptable
Sample Task 2 (VistA Modernization)	Acceptable
Sample Task 3 (Telehealth Expansion)	Unacceptable
<b>Technical--Management Subfactor</b>	Acceptable
<b>Past Performance</b>	Low Risk
<b>Veterans Involvement</b>	No Credit
<b>Veterans Employment</b> (total number of veterans; percentage of workforce comprised of veterans)	17 veterans; 20.24 percent
<b>Small Business Participation Commitment</b>	Good
<b>Total Evaluated Price<sup>9</sup></b>	\$19,421,932,322

<sup>9</sup> Although not at issue in this protest, an offeror's total evaluated price (TEP) was derived by summing the offeror's total labor costs, total materials/other direct costs, and total travel costs, for the base period and five-year option period. RFP at 124.  
(continued...)

Id. at 9.

To facilitate its evaluation of the sample tasks, VA technical experts developed a model for each sample task prior to the receipt of proposals. AR, Tab 6, Synaptek Evaluation Report, at 2-4. The model identified key focus areas and lower-level sub-areas that, in the agency's view, an offeror would need to address to demonstrate its understanding of the challenges associated with the task orders and the feasibility of its approach to performing the task orders. Id.

With respect to sample task 1, the agency's technical experts identified the following five key focus areas: (1) project management; (2) migration analysis; (3) applications migration; (4) system cutover; and (5) operations and sustainment. Id. at 2. Under each of the five key focus areas, the agency identified various sub-areas. Id. For example, under the operations and sustainment focus area, the VA identified four sub-areas (approach for monitoring and reporting processes, help desk and incident response, methods for performance management to keep systems optimized, and methods for change and configuration management). Id.

Similarly, with respect to sample task 2, the VA identified five key focus areas: (1) implementing a program managerial structure; (2) implementing key program processes; (3) understanding of key requirements; (4) understanding of VistA legacy knowledge; and (5) a technical approach to implement a VistA modernization program. Id. at 3. For each key focus area, the agency identified various sub-areas. Id. For example, under the key focus area of implementing a program managerial structure, the VA identified three sub-areas (coordination of existing VistA modernization efforts, implementing a program structure, and understanding proper governance). Id.

As to sample task 3, the agency identified six key focus areas: (1) project management; (2) network/telehealth analysis; (3) network/telehealth design; (4) security; (5) deployment; and (6) maintenance. Id. As with the other sample tasks, the VA identified sub-areas under each key focus area. Id. For example, for the key focus area of security, the agency identified three sub-areas (network security and information assurance, methods to manage and handle protected health information/personally identifiable information, and data protection). Id.

According to the VA, the agency rated an offeror's sample task responses based on the extent to which the offeror addressed the key focus areas and sub-areas. CO's Statement at 5-6, 8-9. Where a sample task response provided a greater level of relevant detail addressing the various sub-areas, the agency assessed the

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Offerors' total labor costs were calculated by multiplying their blended labor rates by the agency-provided corresponding level of effort. Id.

response as having a more thorough understanding of the challenges associated with performance of the task order and a more feasible approach. Id. at 8-9. After assessing the extent to which an offeror's sample task response addressed these sub-areas, the agency assigned any strengths, weaknesses, or deficiencies at the key focus area level. Id.

The VA rated Synaptek's response to sample task 1 as acceptable overall, assessing it with strengths under the key focus areas of project management, migration analysis, and system cutover. AR, Tab 6, Synaptek Evaluation Report at 6-7. The VA, however, also assigned Synaptek's proposal a significant weakness under the focus area of operations and sustainment, finding that the protester's sample task response provided inadequate detail with respect to three of the four sub-areas under this focus area. Id. at 7-8.

For example, regarding the help desk and incident response sub-area, the VA found that Synaptek's approach lacked detail on "processes for responding to application-level security incidents," "processes for root-cause analysis and after-action reporting for all incidents," "processes for managing and reporting any security incidents relevant to organizations," and processes for "ensuring timely VA notification of any event that negatively impacts the performance of the cloud environment." Id. at 7. The VA found that Synaptek's proposal also lacked detail concerning the sub-areas of performance management and change and configuration management. Id. at 8. Overall, the VA concluded that the lack of detail in Synaptek's sample task 1 response demonstrated an approach that could not be expected to sustain the new cloud environment. Id. In the agency's view, this presented a high risk that the migrated applications would not have high operational ability, potentially preventing access to health records, benefits information, and other needed data. Id.

Regarding sample task 2, the agency rated Synaptek's response as acceptable, assigning a strength to the focus area of understanding of legacy VistA and weaknesses to the focus areas of key requirements and technical approach to implement a VistA modernization program. Id. at 10-12. Similar to sample task 1, the VA assigned these weaknesses based on the agency's conclusion that Synaptek's sample task 2 response provided minimal detail with respect to several of the sub-areas underlying these focus areas. Id.

As to sample task 3, the VA rated the protester's response as unacceptable, assessing weaknesses for four of six key focus areas and significant weaknesses for the other two. Id. at 14-19. In this regard, the agency found that Synaptek's sample task response failed to provide adequate detail for the vast majority of the sub-areas identified in the agency's sample task model. Id.

With respect to the management subfactor, the VA rated Synaptek's proposal as acceptable, assessing it with one strength and one weakness. Id. at 22-23. As to

the strength, the agency found that the protester's proposal provided adequate detail regarding its approach to effectively forecast and control costs, thereby increasing Synaptek's ability to utilize scarce resources and ensuring the VA would be able to make informed decisions. Id. at 22. Conversely, the agency assigned the protester's management approach a weakness, finding that the protester provided minimal detail concerning its approach to recognize, react to, and correct problems which might arise in the performance of a task order. Id. at 22-23.

With respect to the evaluation of veterans involvement, the VA assigned the protester's proposal a rating of no credit, as it found that Synaptek had incorrectly calculated its estimated SDVOSB and VOSB subcontract amounts. Id. at 24-25. Specifically, Synaptek calculated its SDVOSB and VOSB subcontract values based on the assumption that it would perform 1/20<sup>th</sup> of the total labor hours that the VA estimated would be required under the RFP. AR, Tab 11, Synaptek Veterans Involvement Proposal, at 1-2. For the purposes of its evaluation, however, the VA calculated the percentage of the contract value allocated to SDVOSBs and VOSBs based on the total value of the contract as reflected by Synaptek's TEP of \$19,421,932,322 (i.e., dividing the protester's proposed SDVOSB and VOSB subcontract amounts by its TEP, and multiplying by 100). As a result, the percentage of the total contract value allocated to SDVOSBs and VOSBs under Synaptek's proposal, as calculated by the VA, was well below the required subcontracting thresholds of 10 percent and 12 percent, respectively. Id.

As to the SBPC factor, the VA rated Synaptek's proposal as good, assessing it with four strengths and two weaknesses. Id. at 26-27. With respect to the two weaknesses, the VA determined that Synaptek's overall small business participation goal and SDB participation goal--both proposed at 100 percent--were inconsistent with the protester's subcontracting plan, which provided that Synaptek would subcontract with both large businesses and non-SDB small businesses. Id. at 27. As such, the agency determined that it could not confirm the protester's subcontracting goals in these two areas. Id.

Following a debriefing, Synaptek timely filed a protest with this Office on September 29, 2015. On October 28, we dismissed that protest because another party had filed a protest with the Court of Federal Claims involving the same procurement. Synaptek Corp., B-410898.3, Oct. 28, 2015 (unpublished). On November 12, the Court dismissed the protest before it, and Synaptek filed the instant protest with our Office on November 19.

## DISCUSSION

Synaptek raises several challenges to the agency's evaluation of its proposal. First, the protester contends that the VA's sample task models constituted unstated evaluation criteria that the agency applied to the exclusion of other potential solutions. Protest at 11-17. Second, Synaptek raises numerous challenges to the

agency's evaluation under both technical subfactors, arguing that the agency unreasonably assigned its proposal several weaknesses and failed to recognize that it warranted a host of additional strengths. Id. at 17-27. Third, Synaptek asserts that the VA unreasonably evaluated its proposal under the veterans involvement factor and the SBPC factor. Id. at 27-30. For the reasons discussed below, we deny the protest.

In support of its argument that the agency's sample task models represented unstated evaluation criteria, Synaptek contends that the models were "too specific and limiting" to have been contemplated by the RFP. Comments at 2. As a general matter, when evaluating proposals, an agency properly may take into account specific, albeit not expressly identified, matters that are logically encompassed by, or related to, the stated evaluation criteria. Open Sys. Science of Virginia, Inc., B-410572, B-410572.2, Jan. 14, 2015, 2015 CPD ¶ 37 at 11.

Here, the record reflects that the key focus areas and sub-areas that comprised the agency's sample task "models" were in fact relatively high-level topics and issues that the VA determined should be addressed as part of an offeror's sample task responses. AR, Tab 6, Synaptek Evaluation Report, at 2-4. Accordingly, we agree with the agency that the key focus areas and sub-areas were broad enough to allow offerors to propose a variety of solutions, and did not, as Synaptek contends, prevent the VA from considering the protester's specific approach. Moreover, Synaptek has furnished no basis for us to conclude that key focus areas identified in the VA's sample task models, such as applications migration and operations and sustainment, or underlying sub-areas, such as disaster recovery and help desk and incident response, were not reasonably related to performing the sample tasks. See DSS Healthcare Sols., LLC, B-403713.3, June 22, 2011, 2011 CPD ¶ 147 at 2-4 (denying protest challenging VA's use of similar evaluation scheme, where protester failed to show that key focus areas and lower-level sub-areas were not reasonably related to performing the sample tasks); MicroTechnologies, LLC, B-403713.6, June 9, 2011, 2012 CPD ¶ 131 at 2-4.

Next, the protester raises numerous challenges to the evaluation of its proposal under the sample tasks and management subfactors. It is well-established that in reviewing challenges to the agency's evaluation of proposals, we do not reevaluate proposals, but rather, review the agency's evaluation to ensure that it was reasonable, consistent with the terms of the solicitation, and consistent with applicable statutes and regulations. Philips Med. Sys. N. Am. Co., B-293945.2, June 17, 2004, 2004 CPD ¶ 129 at 2. An offeror's disagreement with the agency's evaluation is not sufficient to render the evaluation unreasonable. Ben-Mar Enters., Inc., B-295781, Apr. 7, 2005, 2005 CPD ¶ 68 at 7.

In the instant matter, we have reviewed all of Synaptek's various challenges to the agency's technical evaluation, and find that they provide no basis to sustain the protest. For example, the protester contends that the agency unreasonably

assigned its proposal a significant weakness for referencing a third-party's operations guide when explaining Synaptek's proposed help desk approach. Protest at 18-19. First, the protester's argument fails to recognize that it was not assigned a significant weakness based solely on its help desk response; the agency also found that Synaptek's proposal failed to provide adequate detail in two other operations and sustainment sub-areas (performance management and change/configuration management). Second, as explained by the CO, the VA did not fault the protester's proposal simply for referencing a third-party's operations guide, but rather, because the proposal copied a help desk approach from another source without citation or elaboration as to how it would actually implement that approach. AR, Tab 6, Synaptek Evaluation Report, at 8; CO's Statement at 12. Third, in addition to the issue concerning the third-party help desk guide, the VA also found that the protester's proposal provided inadequate detail concerning "processes for responding to application-level security incidents," "processes for root-cause analysis and after-action reporting for all incidents," "processes for managing and reporting any security incidents relevant to organizations," and processes for "ensuring timely VA notification of any event that negatively impacts the performance of the cloud environment." AR, Tab 6, Synaptek Evaluation Report, at 7. Thus, we find no merit to the protester's contention that it was unreasonably evaluated under the operations and sustainment focus area.

The protester also asserts that the agency erred in failing to assess its proposal with numerous additional strengths under the sample tasks subfactor and the management subfactor. Protest at 17-27. The VA responds that it fully considered the protester's proposal, including those aspects the protester cites as warranting additional strengths. CO's Statement at 12-13, 15, 18-19, 22. The agency contends that while some of those aspects in fact contributed to the strengths assigned to Synaptek's proposal, the agency's technical evaluators determined that the other aspects either contributed to the weaknesses assigned due to insufficient detail, or did not enhance nor detract from the merit of the proposal so as to warrant a strength or a weakness. Id. While the protester may disagree with the agency's assessments in this regard, as noted above, a protester's disagreement with an agency's evaluation is insufficient to call into question the reasonableness of that evaluation. Ben-Mar Enters., Inc., supra.

Next, Synaptek argues that the agency unreasonably assigned its proposal a rating of no credit under the veterans involvement factor. Protest at 27-30. As discussed above, the RFP provided that non-SDVOSB/VOSB offerors were required to demonstrate that they would subcontract 10 percent or more "of the contract value" to SDVOSBs or 12 percent or more "of the contract value" to VOSBs to receive a rating of some credit for the veterans involvement factor. RFP at 123. In this regard, the protester calculated its SDVOSB and VOSB subcontract amounts based on the assumption it would perform 1/20<sup>th</sup> of the total contract hours. AR, Tab 11, Synaptek Veterans Involvement Proposal, at 1-2. For the purposes of its evaluation, however, the VA assumed that an offeror's TEP represented the total

contract value for that offeror. Thus, as calculated by the agency, the protester's SDVOSB and VOSB subcontract amounts did not constitute 10 or 12 percent, respectively, of the total contract value. AR, Tab 6, Synaptek Evaluation Report, at 25. Synaptek argues that the agency's evaluation methodology was not supported by the terms of the RFP, and unreasonably assumed that each offeror would perform all of the work under the solicitation. Protest at 29. The protester's assertion is without merit.

The solicitation provided for a price evaluation scheme in which an offeror's TEP was based on the assumption that the offeror and its subcontractors would perform all the work under the RFP. Id. at 124. As such, an offeror's TEP was based on the full value of the T4NG contract. Further, in response to offeror questions as to how the SDVOSB and VOSB subcontract amounts were to be calculated, the agency informed offerors that "[a]ll dollar values should be based on the offeror's proposed price" and that the goals of 10 percent for VOSBs and 12 percent for SDVOSBs were to be based on "total contract value." AR, Tab 14, Industry Day Questions/Answers, Oct. 30, 2014, at 24 (emphasis added); AR, Tab 16, RFP Questions/Answers, Dec. 5, 2014, at 4 (emphasis added). Accordingly, offerors were on notice that they were to calculate the value of their SDVOSB/VOSB subcontracts with respect to the total value of the contract as reflected in their TEP. While Synaptek may believe that its method for calculating its subcontract amounts was more reasonable and accurate than that used by the VA, there is simply no support for the protester's methodology in the solicitation. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. All Native, Inc., B-411693 et al., Oct. 5, 2015, 2015 CPD ¶ 337 at 4.<sup>10</sup>

Finally, the protester argues that the agency erred in assessing its proposal with weaknesses under the SBPC factor. Protest at 30-31. As discussed above, the protester, a SDB, proposed a small business contracting goal of 100 percent as well as a SDB goal of 100 percent. AR, Tab 6, Synaptek Evaluation Report, at 26. The agency, however, found these goals inconsistent with the protester's subcontracting plan, which provided that Synaptek would utilize subcontracts with large businesses

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<sup>10</sup> Synaptek also complains that the VA improperly excluded from its calculation the amount the protester proposed to subcontract to one of its SDVOSB subcontractors. Protest at 28-29. The protester's own proposal, however, acknowledged that the SDVOSB firm at issue did not qualify as a small business under the NAICS code applicable to the solicitation. Id. at 28. Regardless, even assuming the VA had included the value attributed to this SDVOSB subcontractor, the percentage of the contract value that Synaptek allocated to SDVOSBs/VOSBs would have remained well below the VA's thresholds due to the protester's flawed methodology for calculating its subcontract values. CO's Statement at 25 n.10.

and non-SDB small businesses. Id. at 27. Synaptek contends that the RFP did not define how dollar amounts paid to a small business prime contractor were to be accounted for when determining the offeror's small business participation goals. Protest 30. As such, the protester contends that it reasonably interpreted the solicitation to provide that all payments to it as a SDB prime contractor could be counted towards its overall small business goal and SDB goal, regardless of whether the payments were for services performed by large business or non-SDB subcontractors. Id. at 30-31. We find that the protester's arguments in this regard are without a reasonable basis.

As noted above, the RFP provided that the agency would evaluate offerors' commitment to meeting the VA's small business goals for various categories of small businesses. RFP at 123. Accordingly, the RFP directed offerors to identify the percentage of the total contract value that would be received by the types of small businesses identified in the RFP. Id. at 116. In our view, it is readily apparent that the purpose of the VA's evaluation was to assess the extent to which offerors proposed small businesses to actually perform (and be paid for) the work required under the RFP. Thus, the protester's interpretation of the solicitation--allowing dollars subcontracted to large businesses or non-SDBs to be counted towards its overall small business and SDB contracting goals--was plainly unreasonable and defeated the very purpose of the VA's analysis.<sup>11</sup>

Also unavailing is the protester's contention that its proposal nonetheless should have been rated as outstanding under the SBPC factor, as opposed to good, because its proposal reflected a strong level of commitment to meeting the agency's small business participation goals. Protest at 31. In this regard, Synaptek notes that the RFP identified a small business participation goal of 35 percent and a SDB goal of 5 percent, and essentially argues that the agency should have presumed that it would significantly exceed these goals. Id. Synaptek bases this presumption on the fact that the contract included FAR clause 52.219-14, Limitations on Subcontracting, which, according to Synaptek, would require the protester to perform more than 50 percent of the value of the contract. Id. The agency was not required to assign Synaptek's proposal the highest possible SBPC rating based on

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<sup>11</sup> The protester also contends that its interpretation of the RFP is supported by the small business subcontracting report that was included as an attachment to the solicitation. Protest at 30-31. The protester's argument is without merit. First, the small business subcontracting report is to be submitted during contract performance and thus is not related to or referenced in the RFP evaluation criteria. RFP at 123-24. Second, Synaptek's interpretation of the document is based on the same unreasonable and flawed logic that the protester applied to the SBPC evaluation criteria (*i.e.*, that all payments made to a small business prime contractor can be counted towards the offeror's small business subcontracting goal, regardless of the size status of the firm actually performing the work).

such a presumption; rather, it was incumbent on the protester to demonstrate the merits of its proposal. As explained above, it is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency. All Native, Inc., supra. Given Synaptek's failure to properly identify its overall small business and SDB goals, we have no basis to question the reasonableness of the agency's decision to rate Synaptek's proposal as good under the SBPC evaluation factor.<sup>12</sup>

The protest is denied.

Susan A. Poling  
General Counsel

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<sup>12</sup> Moreover, as noted by the VA, under the T4NG procurement, FAR clause 52.219-14 will only be applicable to task order competitions that the VA sets aside for small businesses (or a specific category of small business). See RFP at 48 (notifying offerors that the government reserved the right to set aside task orders); 13 C.F.R. § 125.2(e)(6)(i) (providing that CO may set aside orders issued under multiple-award contracts that have been awarded on the basis of full and open competition). Given that not all task orders will necessarily be set aside under the awarded IDIQ contracts, FAR clause 52.219-14 provided no basis for the agency to assume that a small business such as Synaptek would perform services representing at least 50 percent of the total value of its contract.