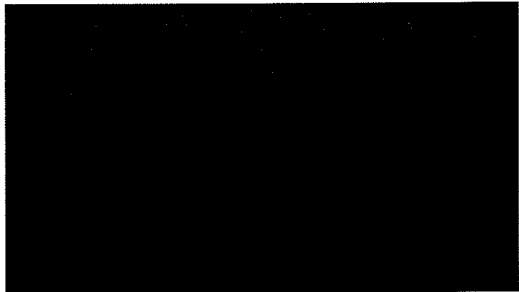




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FINAL REDACTED
VERSION



September 9, 2019

VIA EPDS

Office of the General Counsel
Procurement Law Control Group
U. S. Government Accountability Office
441 G Street, N.W.
Washington, D.C. 20548

Re: Protest of Perspecta Enterprise Solutions LLC of GSA's Award to CSRA LLC Under Request for Quotation No. 47QTCA-19-Q-0001

Dear Sir or Madam:

Perspecta Enterprise Solutions LLC (“Perspecta”),¹ through undersigned counsel, hereby timely files this protest challenging the General Services Administration’s (“GSA” or “Agency”) award under Request for Quotation No. 47QTCA-19-Q-0001 (“Solicitation” or “RFQ”) of the Defense Enterprise Office Solution (“DEOS”) Blanket Purchase Agreement (“BPA”) to CSRA LLC (“CSRA”). As discussed in detail below, the Agency’s decision to award to CSRA, [REDACTED] [REDACTED] was patently unreasonable.

¹ Perspecta is located at 13600 EDS Drive, Herndon, VA 20171. Its telephone number is [REDACTED] and facsimile number is [REDACTED]. Please provide all further communications concerning this protest to undersigned counsel.



I. INTRODUCTION

In this FAR Part 8 schedule-based commercial-item procurement, [REDACTED]

[REDACTED]

[REDACTED] Moreover, [REDACTED]

[REDACTED]. Nonetheless, *GSA decided*

to make award to CSRA notwithstanding that [REDACTED]

[REDACTED]. This is the height of irresponsible and unreasonable decision-making.

GSA's irrational decision to make the award [REDACTED]

[REDACTED] appears to turn on GSA's assignment of [REDACTED] weaknesses to Perspecta's

[REDACTED] proposal. But each of the purported weaknesses are [REDACTED]

[REDACTED]

[REDACTED]. Even if GSA had a rational basis to assign [REDACTED]

weaknesses, it engaged in unequal treatment by not assigning the same weaknesses to CSRA.

[REDACTED], the same purported

weaknesses would have been equally evident in the CSRA proposal. These arbitrarily assigned

weaknesses were compounded by GSA's failure to properly credit Perspecta's proposal with

numerous strengths for [REDACTED]

[REDACTED]

Had GSA properly evaluated the [REDACTED] proposals, Perspecta would have eliminated, or at least substantially reduced, CSRA's [REDACTED] advantage [REDACTED].

Given that Perspecta and CSRA [REDACTED], Perspecta's

[REDACTED] should have been the determining factor in the award decision.

[REDACTED]

But even with [REDACTED] weaknesses assigned to Perspecta's proposal, the award decision remains irrational. The RFQ made clear that GSA could not [REDACTED]. But by awarding to CSRA, [REDACTED], GSA deviated from the Solicitation's stated evaluation factor weightings and gave disproportionate weight to [REDACTED]. This alone makes the award to CSRA illegal.

Finally, despite being required by law and the RFQ to examine CSRA for any actual or potential Organizational Conflicts of Interest ("OCI"), it appears that GSA's OCI review failed to identify that a former DISA official [REDACTED], [REDACTED], [REDACTED]. As discussed further below, this creates the clear presumption of an unfair competitive advantage. As such, CSRA should have been disqualified from bidding on DEOS all-together and GSA's award is fatally flawed for this independent reason as well.

For the reasons set forth below, GAO should sustain this protest.

II. PRELIMINARY MATTERS

A. Timeliness and Imposition of Stay of Performance

On August 29, 2019, GSA awarded the DEOS BPA to CSRA and notified Perspecta of the award. Ex. 1, Award Notice. This protest is timely filed within 10 days of award. 4 C.F.R. § 21.2(a)(2). This protest is also timely filed for the purposes of obtaining an immediate suspension of performance under 31 U.S.C. § 3553(d)(3) and FAR 33.104(c)(1) because it is filed within 10 days of award. Perspecta therefore respectfully requests that GAO promptly

notify the agency of the filing of this protest and the imposition of the automatic suspension of performance pursuant to 4 C.F.R. § 21.3(a).

B. Interested Party Status

Perspecta is an actual quoter in this procurement with a direct economic interest in the award of the solicited BPA and in the outcome of this protest. Perspecta's proposal was responsive, [REDACTED]

[REDACTED]. Should its protest be sustained, Perspecta has a substantial chance of receiving the award.

C. Notice to Agency

Pursuant to 4 C.F.R. § 21.1(e), Perspecta is simultaneously providing a complete copy of this protest and attachments by e-mail to the Contracting Officer for this procurement:

Hassan Harris
Primary Senior Contracting Officer
IT Schedule 70
Email: hassan.harris@gsa.gov

Jeanine Tyson
Alternate Senior Contracting Officer
IT Schedule 70
Email: jeanine.tyson@gsa.gov

III. FACTUAL BACKGROUND

A. The Procurement

The DEOS procurement is a collaboration between the Defense Information Systems Agency ("DISA") and GSA to develop a solution for the Department of Defense to consolidate its IT services into an integrated "cloud service offering (CSO) for messaging, content management, productivity suite, collaboration, video and voice communications." Performance

Work Statement (PWS) at 2.² The goal of the DEOS BPA is to assist DoD with its plan to provide an “integrated/interoperable communication, collaboration, and productivity service, by facilitating trusted information sharing between Combatant Commands, Services and Agencies (CC/S/As), and through the consolidation of multiple DoD enterprise services into a single environment.” *Id.*

DEOS will also be used to “unify and modernize legacy DISA IT enterprise services such as DoD Enterprise email (DEE), DoD Enterprise Portal Service (DEPS), Defense Collaboration Services (DCS), and other DoD-wide legacy capabilities.” *Id.* Accordingly, the task of the DEOS contractor is to “provide the DoD with common enterprise applications and services for joint use across DoD, standardize cloud adoption, ensure consistency with current commercial offerings, and enable cross-department collaboration at local base/post/camp/station (B/P/C/S) levels to include deployed and afloat organizations.” RFQ at 2.

B. The Solicitation

On April 26, 2019, GSA released the DEOS RFQ, which was subsequently amended on May 20, 2019. The RFQ was open to eligible GSA Multiple Award Schedule 70 holders, and provided for the award of a single award BPA. *See* RFQ at 3. The estimated period of performance for the BPA is 10 years, which includes a five year base period with two two-year option periods, and a single one-year option. *Id.*

The RFQ required quoters to submit proposals in seven volumes: (1) Technical/Service Management Approach; (2) Small Business Participation Plan; (3) Past Performance Narrative;

² In addition to the PWS, the Solicitation also included a Functional Requirements Document with a list of the technical requirements. That document is referred to herein as the “FRD.”

(4) Price Quote Spreadsheet; (5) Labor Category Mapping; (6) Labor Category and Subscription License Price Discount; and (7) Price Notes, which was optional. *Id.* at 5-7.

1. Evaluation Factors and Basis for Award

The RFQ required the Agency to evaluate proposals under the following four evaluation factors:

- Factor One, Technical/Service Management Approach;
- Factor Two, Small Business Participation Plan;
- Factor Three, Past Performance; and
- Price.

RFQ at 10. The RFQ stated that “[w]ithin the non-price factors, Factor 1 Technical/Service Management Approach Evaluation is more important than all others when combined. Non-Price Factors when combined are significantly more important than Price.” *Id.*

The RFQ stated that award would be made to the quoter that offered the “overall best value to meet the Government’s need.” *Id.* at 9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Factor One, Technical/Service Management Approach³

Factor One, Technical/Service Management Approach, was divided into six subfactors:

(1) Non-classified Internet Protocol Router Network (“NIPRNet”) and Secret Internet Protocol

³ [REDACTED]

[REDACTED]

Router Network (“SIPRNet”) in the United States, including its Territories and Possessions Architecture; (2) NIPRNet & SIPRNet Locations outside the United States, Territories and Possessions Architecture; (3) Cybersecurity; (4) Management Approach; (5) Master/Milestone Schedule; and (6) Transition and Decommission Strategy/Plan. RFQ at 14-19.

a) Subfactor One NIPRNet & SIPRNet United States Architecture

Under Subfactor One, GSA was required to evaluate quoters’ proposed approaches through the following three elements:

Element A - Architecture: The Government will evaluate the quoter’s ability/approach to engineer, implement, integrate and manage an enterprise service that meets or exceeds the DoD requirements. The evaluation will assess the degree to which the quote indicates a successful approach and understanding of the following key requirements:

Strategy/Plan to interoperate/integrate with DoD Core Service Support Functions and Integration Points (FRD Section 6);

Strategy/Plan to interoperate/integrate with D-DIL environments (FRD Section 5);

Ability to synchronize user directory data, attributes, certificates, and database objects that support the authentication and authorization required by the Cloud Service Offering (CSO) from the DoD Enterprise Directory (FRD Req. IDAM-001);

Approach for IP addressing (FRD Req. NET-002, NET-004, NET-005 and NET-006); and

Strategy/Plan to allow Government oversight of contractor conducted testing activities (FRD Req T&E-003).”

Id. at 14-15.

Element B - Tenancy Structure: The Government will evaluate the quoter’s proposed technical approach to delivering an innovative and flexible architecture, which meets the requirements of the FRD, and allows each Combatant Commands, Services and

Agencies (CC/S/As) control over their data and user permissions (PWS Task 4.4). The evaluation will assess the degree to which the quote's proposed Tenancy Structure evidences a successful approach and understanding of the following key requirements:

Ability to provide a very large directory (of at least 3 million objects) to potentially support the entire DoD subscriber base and associated Non-Person Entity (NPE) objects;

Approach for maximizing interoperability and standardizing capabilities across the DoD enterprise;

Approach to providing a single enterprise log-on identity and single directory synchronization across the DoD enterprise;

Approach for allowing users to easily move across CC/S/As without complicated business processes (i.e., processes that cross multiple departments and disciplines);

Engages internal and external resources; require an extensive amount of time; and require numerous delegation and routing decisions and communications), or the need to transfer accounts;

Approach for allowing users to have a single email address regardless of duty assignment moves between CC/S/As, or alternatively, an approach for allowing users to be part of a single administrative realm, while supporting multiple email domains (e.g., @army.mil, @af.mil, @navy.mil);

Ability to share calendars across the DoD enterprise and provide access to non-person entity (NPE) accounts such as conference rooms for scheduling across the DoD enterprise, both on premise and in the cloud, without the need for additional directory synchronization or federation;

Ability to provide a single security model which standardizes and enforces security settings across the DoD enterprise;

Methodology for enabling document sharing across the DoD enterprise;

Approach to providing IM/chat and presence across the DoD enterprise;

Ability to see presence agnostic of the capability being used across the DoD enterprise;

Ability to look up all users through the use of a single DoD Global Address List (GAL);

Ability to apply controls and restrictions for their users and data, site configuration, as well as user, feature, and functionality;

Approach to handle D-DIL; and

Ability to grant/remove administrative privileges, user roles, and the ability to control license assignment within the service at a global, group and subgroup level.

Id. at 15-16.

Element C - Migration Strategy/Plan: The Government will evaluate the quoter's demonstrated expertise and approach to migrate Defense Enterprise Email (DEE) NIPRNet users by CC/S/A (Ref FRD Appendix D) within the United States, including its Territories and Possessions user mailbox data from production source system to include message stores, calendars, contacts, mailboxes, non-person entity mailboxes (e.g., conference rooms), group mailboxes, distribution lists, and journaled messages to minimize service interruptions and provide continuity.

Id. at 16.

b) Subfactor Two, NIPRNet & SIPRNet OCONUS Architecture

Under Subfactor Two, GSA was required to evaluate four elements as follows:

Element A – Data Synchronization & Replication: Approach for synchronizing/replicating data and accounts between data centers located in the United States, territories and possessions and locations outside of the United States, territories and possessions. (FRD Req. SYS-056).

Element B – Hardware & Infrastructure Refresh: Strategy to provide site-specific hardware and infrastructure refresh for outside of the United States, territories and possessions NIPRNet and SIPRNet environments located within a DoD Data Center.

Element C – Continuous Service Updates/Patches: Ability to ensure services are continuously updated (i.e., Evergreen) within a DoD Data Center. This includes end user software applications,



underlying infrastructure to include operation systems (OS's), and service level security patches. (FRD Req. SYS-055).

Element D – Test Environment: Approach/plan for connecting/integrating the Contractor's provided test environment with the Government provided test environment(s) to test and evaluate the external service functions, interfaces, and DoD supporting infrastructure and services. (FRD Req. T&E-002).

Id. at 16.

c) Subfactor Three, Cybersecurity

Under Subfactor Three, GSA was required to evaluate each quoter's "methodology for integrating cybersecurity into the program's Operational, Sustainment, and Maintenance processes." *Id.* GSA was required to consider the following elements:

Element A – DoD Communications Security (COMSEC): Plan to monitor and record all communication, to include but not limited to, audio/voice, video, email, and Instant Message (IM)/chat to comply with DoD Communications Security (COMSEC) monitoring and Federal regulations (e.g., CALEA). (FRD Req. SYS-022).

Element B – Advanced Persistent Threats Detection: Approach to detect, prevent, identify, hunt, respond to, report and correlate with DoD advanced persistent threats originating from within the DEOS environment to the DoD Information Network (DoDIN). (FRD Req. CYBER- 012).

Element C - Data Breach/Loss/Privacy Impact Management: Approach on a Data Loss Prevention and Countermeasures Management (DLPCM) Plan/for handling any breach, spillage, or data loss, which includes the requirement to notify DISA of such breach within 60 minutes of detection. (references: PWS section #23/ FRD CYBER-014)."

Id. at 16-17.

d) Subfactor Four, Management Approach

Under Subfactor Four, GSA was required to consider the following elements:

Element A – Service Management: Plan to identify incidents, service anomalies, and provide resolution, and metrics to track the overall functional and operational health of the DEOS CSO. (FRD Req. SM-002).

Element B – Service Desk: Provide unified service desk that facilitates communication between the quoter's and the Government's trouble ticket systems (integrated or non-integrated). (FRD Req. ISD-001 and ISD-002).

Id. at 17.

e) Subfactor Five, Master/Milestone Schedule

Under Subfactor Five, GSA was required to evaluate

the quoter's proposed implementation schedule/timeline to include the stand-up, integration with the Core Service Support Function and Integration Points (i.e., FRD section 6), accreditation, and testing to reach Full Operational Capability (FOC) for the United States, including its territories and possessions and locations outside of the United States, territories and possessions NIPRNet and SIPRNet environments.

Id.

GSA was required to evaluate whether the proposed schedule had a successful approach and understanding of the following elements:

Element A: The quoter's proposed Integrated Master Schedule (IMS) shall include planned start and finish dates for Government identified key program milestones and activities specified in Attachment G and deliverables specified in the PWS.

Element B: Assign the required resources with the corresponding labor categories from the pricing template (Attachment E – Price Quote) to the appropriate tasks, milestones, and deliverables.

Element C: The quoter's approach must demonstrate the ability to obtain Full Operational Capability (FOC) for the full NIPRNet environment (The United States, including its territories and possessions and locations outside of the United States, territories and possessions) in 24 months or less from System Requirements Review (SRR) for these environments.

Element D: The quoter's approach must demonstrate the ability to obtain Full Operational Capability (FOC) in 12 months or less from SRR for the full SIPRNet (IL 6) environment for the United States, including its territories and possessions and locations outside of the United States territories and possessions. SRR for the full SIPRNet environment is planned to occur within 30 days after execution of PWS Task 2 – SIPRNet Environment (PWS, Section 4.2, page 9).

Id.

f) Subfactor Six, Transition and Decommission Strategy/Plan

Under Subfactor Six, GSA was required to evaluate the quoter's:

strategy/plan to effectively, orderly, and efficiently transition the DEOS service from the incumbent Contractor team to the successor contractor's team (or the Government) and the transition of DoD data stored within the commercial data center for the NIPRNet and SIPRNet United States, including its Territories and Possessions environments.

Id. at 18. The evaluation further required assessment of the following elements:

Element A: Outline the necessary Government support for a seamless uninterrupted transition of work at the beginning and ending of this BPA as well as the follow-on task orders. (PWS section # 15).

Element B: Approach/Plan for Data Retrieval and Destruction for Off-boarding from a CSO (DoD CC SRG 5.8).

Element C: Strategy/Plan for Reuse and Disposal of Storage Media and Hardware (DoD CC SRG 5.9).

Id.

3. Factor One Rating Scale and Definitions

The RFQ provided the following rating scale for Factor One:



Confidence Rating	Description
High Confidence	The Government has high confidence that the quoter understands the requirement, proposes a sound approach, and will be successful in performing under the BPA with no Government intervention.
Significant Confidence	The Government has significant confidence that the quoter understands the requirement, proposes a sound approach, and will be successful in performing the under the BPA with little or no Government intervention.
Confidence	The Government has confidence that the quoter understands the requirement, proposes a sound approach, and will be successful in performing under the BPA with some Government intervention.
Low Confidence	The Government has low confidence that the quoter understands the requirement, proposes a sound approach, or will be successful in performing under the BPA without a significant amount of Government intervention.
No Confidence	The Government has no confidence that the quoter understands the requirement and does not propose a sound approach or will be unsuccessful in performing under the BPA without Government intervention.

RFQ at 18.

Further, the RFQ provided the following definitions for assessment of proposal features:

A *strength* is defined as an aspect of the BPA quote that increases the likelihood of successful BPA performance;

A *significant strength* is defined as an aspect of the BPA quote that appreciably increases the likelihood of successful BPA performance;

A *weakness* is defined as a flaw in the BPA quote that increases the risk of unsuccessful BPA performance;

A *significant weakness* is defined as a flaw in the BPA quote that appreciably increases the risk of unsuccessful BPA performance;

A *deficiency* is defined as an aspect of the BPA quote that fails to meet a material Government requirement or a combination of significant weaknesses in the quote that increases the risk of unsuccessful BPA performance to an unacceptable level.

Id. at 18-19.

4. Price Factor

In evaluating price, the RFQ provided that GSA would “conduct a price analysis that may include the use of techniques in FAR 15.404-1(b).” *Id.* at 24. Quoters were required to price their proposals using a Price Quote Spreadsheet using the information provided in three sample order scenarios. *Id.* at 23. The Total Evaluation Price (“TEP”) was the sum of the total prices for the base period, Option 1, Option 2, and Option 2 for all three scenarios. *Id.* The price factor was not rated or scored. *Id.*

As discussed above, the Agency was also required to consider the TEP as part of its [REDACTED]

C. Proposal Submission, Revisions, and Award to CSRA

Perspecta timely submitted its initial proposal on May 30, 2019. On June 27, 2019, GSA issued a “Confer Notice” to Perspecta providing a [REDACTED] [REDACTED] inviting a revised proposal. Perspecta submitted a revised proposal on July 5, 2019.

On August 29, 2019, the Agency notified Perspecta that it had awarded the DEOS BPA to CSRA. Ex. 1, Award Notice. According to the award notice, Perspecta and CSRA received the following ratings:

Factor	Perspecta	CSRA
Technical/ Service Management Approach	[REDACTED]	High Confidence
Small Business Participation Plan	[REDACTED]	Excellent

Past Performance	[REDACTED]	High Confidence/Very Relevant
Price	[REDACTED]	\$12,365,869,954.66

Thus, while CSRA [REDACTED], Perspecta had a [REDACTED]
[REDACTED]

The Award Notice stated that “a tradeoff analysis was performed to determine best value consistent with the solicitation,” but provided no details about the tradeoff itself. *Id.*

D. Brief Explanation of the Award Decision

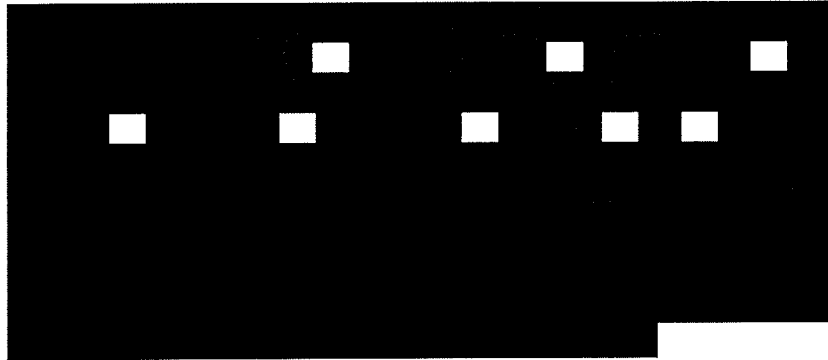
GSA provided Perspecta with an in-person and written Brief Explanation of the Award Decision (“BEAD”) on August 30, 2019. Ex. 2, BEAD. GSA assigned [REDACTED] weaknesses to Perspecta’s [REDACTED] proposal, as described below. *Id.* at 3-6. GSA confirmed no other weaknesses, significant weaknesses, or deficiencies existed in Perspecta’s proposal. *Id.* GSA also verbally confirmed that there were no other issues with Perspecta’s proposed labor categories, or its price proposal.

GSA assigned [REDACTED] to Perspecta’s approach under [REDACTED]
[REDACTED]

[REDACTED] According to GSA:


[REDACTED]

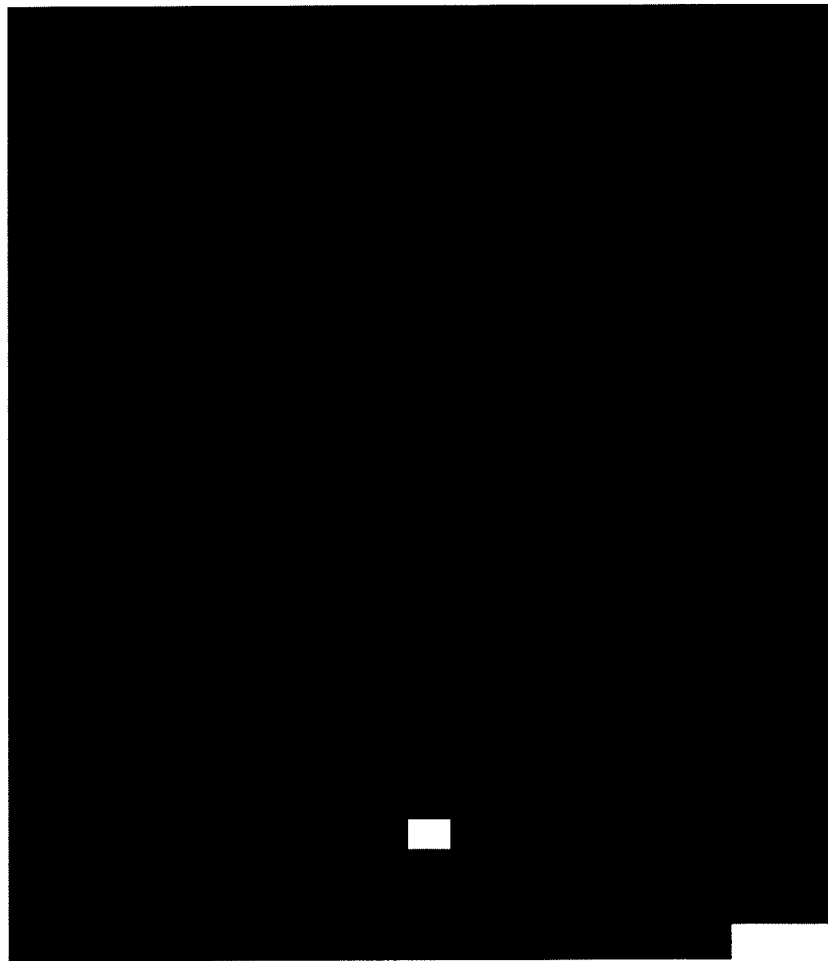
[REDACTED]



Ex. 2, BEAD at 4.



 According to GSA:



Id. at 5.

[REDACTED]

[REDACTED]

[REDACTED]

According to GSA:

[REDACTED]

Id. at 5-6.

The Agency refused to provide any substantive information about the tradeoff process

[REDACTED]

[REDACTED]

IV. GROUNDS FOR PROTEST

A. The Agency's Assignment of Weaknesses to Perspecta Under [REDACTED] Was Unreasonable

GAO will sustain a protest where "the agency's conclusions . . . are inconsistent with the solicitation criteria and applicable procurement statutes and regulations, undocumented, or not reasonably based." *Risk Analysis and Mitigation Partners*, B-409687, B-409687.2, Jul. 15, 2014, 2014 CPD ¶ 214 at *5; see *Exelis Sys. Corp.*, B-407111 *et al.*, Nov. 13, 2012, 2012 CPD ¶ 340; *Explo Sys., Inc.*, B-404952, B-404952.2, July 8, 2011, 2011 CPD ¶ 127 at *3; *Pub. Commc'ns Servs., Inc.*, B-400058, B-400058.3, July 18, 2008, 2009 CPD ¶ 154 at *14. An agency's evaluation conclusions must be consistent with the contents of the quoter's proposal: the assignment of unsupported weaknesses or deficiencies is unreasonable. See *Grunley Constr. Co., Inc.*, B-407900, Apr. 3, 2013, 2013 CPD ¶ 182 (evaluation unreasonable where agency misread protester's technical approach); *Exelis Sys. Corp., supra* (evaluation unreasonable where the assignment of weaknesses was not properly supported); *Intercon Assoc's, Inc.*, B-298282, B-298282.2, Aug. 10, 2006, 2006 CPD ¶ 121 (same).

Here, GSA's decision to select for award CSRA's [REDACTED] proposal appears to be driven in large measure by GSA's [REDACTED] purported weaknesses to Perspecta [REDACTED]. As noted above, Perspecta [REDACTED] [REDACTED]. Thus, the decision to select [REDACTED] CSRA proposal, [REDACTED] [REDACTED], was driven by [REDACTED] in Perspecta's [REDACTED] proposal.

In and of itself, the decision to select a proposal that was [REDACTED] constitutes arbitrary (and irresponsible) decision-making. *See* Section IV.F, *infra*. But it is exacerbated by the fact that each of the assigned weaknesses is belied by the contents of Perspecta's proposal.

Indeed, as discussed further below, GSA's assessment of these weaknesses was unreasonable and highly prejudicial, and for this reason alone Perspecta's protest must be sustained.

1. The Agency's Assignment of a Weakness for [REDACTED] Was Unreasonable

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GSA assigned Perspecta a weakness under [REDACTED], claiming that Perspecta's proposal [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] GSA's conclusion cannot be reconciled with the substantial detail [REDACTED] that appears in Perspecta's proposal.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Moreover, Perspecta's proposal detailed how [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In short, Perspecta's proposal included a significant volume of detail about how [REDACTED]

[REDACTED]

[REDACTED] In fact, due to the page constraints imposed by the

[REDACTED]

Agency, it is unreasonable to have expected more detail than what was provided. Accordingly, the Agency's assessment of a weakness for [REDACTED] is unreasonable.

See Exelis Sys. Corp., supra; Intercon Assoc's, Inc., supra.

2. **The Agency's Assignment of a Weakness for [REDACTED] Approach Was Unreasonable**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Once again, Perspecta's proposal demonstrates that the Agency's findings are unfounded.

In this regard, Perspecta explained that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta provided additional detail in its proposal demonstrating that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta also demonstrated in its proposal that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This directly contradicts the
Agency's contention that [REDACTED]

[REDACTED]

The Agency's contentions that Perspecta's solution did not [REDACTED]
[REDACTED] are unambiguously belied by the contents of Perspecta's proposal. Thus, the
Agency's assessment of a weakness for this issue renders [REDACTED] evaluation of Perspecta
unreasonable. *See Exelis Sys. Corp., supra; Intercon Assoc's, Inc., supra.*

3. **The Agency's Assignment of a Weakness for Perspecta's Approach to [REDACTED] Was Unreasonable**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

According to GSA, Perspecta's approach to [REDACTED]

[REDACTED]

[REDACTED] In particular, GSA stated that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. GSA's evaluation of this aspect of

Perspecta's proposal is flawed.

As an initial matter, [REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

The Agency's assigned risk is at odds with Perspecta's proposal, which clearly explains that its [Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

Given all of this, the Agency's assignment of a weakness to Perspecta for this issue is irrational because it is belied by the contents of Perspecta's proposal that clearly explain why [REDACTED]. *See Exelis Sys. Corp., supra; Intercon Assoc's, Inc., supra.*

Finally, GSA's assignment of this weakness to Perspecta for not [REDACTED] [REDACTED] evidences the application of unstated evaluation criteria. Putting aside that the [REDACTED] [REDACTED] nothing in the RFQ indicated that quoters had to follow [REDACTED]. All the RFQ required was for quoters

[REDACTED]

to [REDACTED]
[REDACTED] There is no dispute that Perspecta's [REDACTED] included all of the required [REDACTED]. Thus, GSA's assignment of this weakness on the basis of [REDACTED] which was not an RFQ requirement, evidences the application of unstated criteria and this independently renders the Agency's evaluation of this issue unreasonable. *See Risk Analysis and Mitigation Partners, supra* (application of unstated evaluation criteria rendered evaluation unreasonable).

B. Each of the Perspecta [REDACTED] Weaknesses Evidences Disparate Treatment

It is a fundamental principle of federal procurement law that a contracting agency must treat all quoters equally and evaluate their proposals evenhandedly against the solicitation's requirements. *Cubic Applications, Inc.*, B-411305, B-411305.2, July 9, 2015, 2015 CPD ¶ 218. Where an agency treats quoters unequally by applying a more exacting standard to one proposal over another despite similar proposal features, GAO will find the evaluation unequal and unreasonable. *See, e.g., Arctic Slope Mission Servs.*, B-410992.5, B-410992.6, Jan. 6, 2019, 2016 CPD ¶ 39; *Lockheed Martin Info. Sys.*, B-292836 *et al.*, Dec. 18, 2003, 2003 CPD ¶ 230.

As discussed above, all of the weaknesses assigned to Perspecta are [REDACTED]
[REDACTED]. Notably, CSRA also [REDACTED]
[REDACTED].⁴ Because the

⁴

[REDACTED]

[REDACTED]

Agency assessed weaknesses to Perspecta based on [REDACTED], it should have assigned the same weaknesses to CSRA's approach [REDACTED].

For instance, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The same rationale applies to the Agency's assignment of a weakness to Perspecta's

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

With regard to [REDACTED], Perspecta's approach was also [REDACTED]

[REDACTED] CSRA would have encountered the same issues [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

But the disparate ratings received by the quoters [REDACTED] indicate that CSRA must not have received a weakness for any of these issues [REDACTED]. Otherwise, [REDACTED]. This is textbook disparate treatment where quoters provided the same technical approach but were subjected to different levels of scrutiny by the Agency. And the Agency's conduct was highly prejudicial to Perspecta given that Perspecta would have won the award but for [REDACTED]. Accordingly, Perspecta's protest must be sustained. *See Cubic Applications, Inc., supra.*

6 [REDACTED]

[REDACTED]

C. GSA's Assignment of a [REDACTED] Rating to Perspecta's [REDACTED] Proposal Is Unsupported and Irrational

Even assuming for the sake of argument that [REDACTED] weaknesses GSA assigned to Perspecta's proposal were warranted (they were not), GSA's apparent use of these weaknesses to justify Perspecta's [REDACTED] is unsupported and irrational.

As relevant here, [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED] Thus, in order to justify the rating provided, GSA would necessarily need to articulate the basis for why it thought

[REDACTED]

But what is noticeably absent from *all* of the weaknesses assigned to Perspecta is any mention at all that they [REDACTED]

As discussed above, [REDACTED]

[REDACTED]

[REDACTED] Nowhere in its description of those weaknesses does GSA indicate that they [REDACTED]. Similarly,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accordingly, by definition, there is nothing that justifies the Agency's assignment of a [REDACTED] rating to Perspecta under [REDACTED], because the only weaknesses assigned to Perspecta contain no explanation at all that suggests Perspecta's approach will [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Moreover, the Agency's assignment of a [REDACTED] rating is also unsupported given that Perspecta's approach [REDACTED] [REDACTED] contained no weaknesses, significant weaknesses, or deficiencies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On its face, this evidences that Perspecta's approach with regard to an overwhelming majority of the [REDACTED] [REDACTED] satisfied or exceeded the Agency's requirements. Yet, despite demonstrating its ability to successfully perform the overwhelming majority of the requirements, [REDACTED] weaknesses

[REDACTED]

assigned [REDACTED] are apparently what GSA used to justify Perspecta's [REDACTED] rating.

This finding is irrational and represents an unsupported deviation from the stated evaluation criteria. GSA's use of [REDACTED] [REDACTED] to assign a rating that required [REDACTED] [REDACTED] is unsupported by its explanation of the weaknesses, which in no way indicate that [REDACTED].

Had GSA assigned Perspecta a [REDACTED] [REDACTED], which would have more appropriately reflected the merits of Perspecta's proposal given the lack of any [REDACTED], this would have given Perspecta a substantial chance at award given [REDACTED] [REDACTED]. As such, GSA's evaluation is independently flawed for this reason as well. *See Exelis Sys. Corp., supra* (sustaining protest where agency deviated from the terms of the solicitation).

D. Perspecta Deserved Multiple Strengths [REDACTED]

The RFQ notified quoters that it would provide strength credit where GSA found "an aspect of the BPA quote that increases the likelihood of successful BPA performance" and significant strength credit where that feature "*appreciably* increases the likelihood of successful BPA performance." RFQ at 18 (emphasis added). In multiple respects, Perspecta's [REDACTED] proposal demonstrated features that increased or appreciably increased the likelihood of successful BPA performance. Although GSA declined to provide information regarding Perspecta's strengths during the BEAD, it is [REDACTED] that [REDACTED]

GSA must not have recognized all of the strength-worthy features of Perspecta's proposal.⁷ To the extent the Agency failed to recognize these strengths [REDACTED], this renders the evaluation unreasonable. *See 360 IT Integrated Sols.*, B-414650.7, B-41650.12, May 18, 2018, 2018 CPD ¶ 188 (sustaining protest where the agency unreasonably denied strength credit to protester); *Exelis Systems Corp.*, B-407111, B-407111.2, Nov. 13, 2012, 2012 CPD ¶ 340 (citing *TriCenturion, Inc.; SafeGuard Servs., LLC*, B-406032, *et al.*, Jan. 25, 2012, 2012 CPD ¶ 52).

The failure to recognize these strengths prejudiced Perspecta because [REDACTED] [REDACTED]. Had GSA properly recognized Perspecta's many advantages in [REDACTED], Perspecta would have merited a higher rating and had a substantial chance at award.

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta's proposed [REDACTED]

[REDACTED]:

⁷ During the BEAD, Perspecta requested that GSA provide Perspecta with a list of its strengths and significant strengths. GSA declined to offer any information regarding Perspecta's proposal strengths, or confirm whether Perspecta received any strengths [REDACTED]. As such, Perspecta reserves its rights to make additional arguments regarding GSA's assignment of strengths when Perspecta is made aware of what strengths were or were not assigned to its proposal.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

There can be no question that Perspecta's [REDACTED] increases likelihood of successful BPA performance. Thus, Perspecta deserved strength credit for this feature.

[REDACTED]

Perspecta's approach to addressing [REDACTED] [REDACTED] deserved strength credit for exceeding the PWS requirements. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta offered a clear advantage to the Agency with [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This clearly increased the likelihood of successful BPA performance.

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta's proposal clearly laid out the advantages of [REDACTED]

that would provide benefits to the Agency and increase the likelihood of successful BPA performance:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accordingly, Perspecta's [REDACTED] warranted strength credit, if not significant strength credit, due to the significant advantages [REDACTED] offered by [REDACTED].

- [REDACTED]
- [REDACTED]

[REDACTED]

Perspecta's approach clearly exceeded this requirement because [REDACTED]

8 [REDACTED]

[REDACTED]

[REDACTED]. As such, these features warranted strength credit.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Perspecta's approach to this requirement [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] As such, Perspecta warranted strength credit for this innovative feature that increased the likelihood of successful BPA performance.

- [REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Perspecta addressed these requirements through [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

All of these features represent tangible benefits that increased the likelihood of successful BPA performance. As such, Perspecta's [REDACTED] warranted strength credit.

- [REDACTED]
 - [REDACTED]
- [REDACTED]

Perspecta's approach to [REDACTED] provided clear benefits to the Agency.

Perspecta's approach included [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. This feature should have merited at least strength credit because [REDACTED]

[REDACTED]. This reduces risk and increases the likelihood of successful BPA performance.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This feature warranted strength credit because it increased the likelihood of successful BPA performance given that it exceeded the FRD standard.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta deserved at least a strength for this robust approach to [REDACTED]

[REDACTED]

[REDACTED] which increased the likelihood of successful

BPA performance.

[REDACTED]

[REDACTED]

Perspecta deserved strength credit for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In addition to [REDACTED], Perspecta also offered [REDACTED]

[REDACTED]

Finally, Perspecta offered [REDACTED]

[REDACTED]

[REDACTED]

All of these features demonstrate [REDACTED]
[REDACTED] to increase the likelihood of successful BPA
performance. As such, Perspecta warranted strength credit for its innovative approach to [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] Accordingly, Perspecta's
[REDACTED] increased the likelihood of successful BPA performance across multiple
areas of its proposal and deserved at least strength credit, if not significant strength credit.

[REDACTED]

[REDACTED]

[REDACTED] Perspecta's [REDACTED]

increased the likelihood of successful BPA performance. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. These features [REDACTED]

[REDACTED] increasing likelihood of successful BPA performance, and were also worthy of strength credit. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This feature increased the likelihood of successful BPA performance because it

[REDACTED]

[REDACTED]

As such, Perspecta should have been awarded a strength for this innovative approach [REDACTED]

[REDACTED]

[REDACTED]

Perspecta also deserved strength credit for a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] increase the likelihood of successful BPA

performance. As such, Perspecta should have been credited with a strength for [REDACTED]

[REDACTED] that exceed the requirements.

* * *

In sum, the Agency's evaluation [REDACTED] must have failed to recognize these clear advantages in Perspecta's proposal, which led to the faulty conclusion that [REDACTED]

[REDACTED] Had the Agency properly considered the

[REDACTED]

enhancements in Perspecta's proposal and assigned strength credit (or significant strength credit) as dictated by the RFQ, [REDACTED] would have materially increased, resulting in a proposal rating of [REDACTED]. With Perspecta's [REDACTED], Perspecta would have won the award. Accordingly, Perspecta's protest should be sustained.

E. CSRA Gained an Unfair Competitive Advantage Through the Employment of a Former DISA Official With Extensive Knowledge of Competitively Useful, Nonpublic Information

GAO has consistently recognized that one of the guiding principles of procurement law, as reflected in the decisions of both GAO and the Courts, is the obligation of contracting agencies to avoid even the appearance of impropriety in government procurements. *See FAR 3.101-1*. In this regard, where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be disqualified from a competition based on the appearance of impropriety which is created by this situation, that is, even if no actual impropriety can be proven, so long as the determination of an unfair competitive advantage is based on facts and not mere innuendo or suspicion. *See Health Net Fed. Servs., LLC*, B-401652.3, B-401652.5, Nov. 4, 2009, 2009 CPD ¶ 220 (sustaining protest where former government official had exposure to competitively sensitive nonpublic information); *NKF Eng'g, Inc. v. U.S.*, 805 F.2d 372 (Fed. Cir. 1986) (agency reasonably disqualified offeror based on the appearance of impropriety); *Holmes & Narver Servs., Inc./Morrison-Knudson Servs., Inc., a joint venture; Pan Am World Servs., Inc.*, B-235906; B-235906.2, Oct. 26, 1989, 89-2 CPD ¶ 379, *aff'd*, *Brown Assocs. Mgmt. Servs., Inc.--Recon.*, B-235906.3, Mar. 16, 1990, 90-1 CPD ¶ 299 (likelihood of unfair competitive advantage warranted corrective action to protect the integrity of process).

Here, CSRA hired a former DISA official [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thus, by his own account, [REDACTED] was one of the [REDACTED]

[REDACTED]. Perspecta understands that [REDACTED] responsibilities would have included work on [REDACTED].

Perspecta also understands that [REDACTED]

[REDACTED] time with DISA. As such, [REDACTED]

[REDACTED]

[REDACTED].⁹ As such, utilization of [REDACTED] in any way for the

⁹ Even if acquisition planning did not begin until a few weeks or months after his departure, [REDACTED] still possesses intimate knowledge of DISA's [REDACTED] from his time as a Government official. This knowledge of nonpublic internal DISA information gained from his continual access to and oversight of the DISA [REDACTED] would be invaluable to any competitor in the DISA CSO procurement attempting to design a solution that matches the priorities of the Agency.

(Continued...)

[REDACTED]

proposal capture effort for this procurement would create an unfair competitive advantage.

Health Net Federal Servs., supra.

Based on publicly accessible information, [REDACTED]

[REDACTED]¹⁰ One of his primary functions in this capacity was to [REDACTED]

[REDACTED] In particular, Perspecta understands that [REDACTED] worked extensively in [REDACTED]

[REDACTED], which strongly indicates that [REDACTED] would have been utilized when CSRA sought to pursue a [REDACTED] in the DEOS CSO procurement *sub judice*.

[REDACTED] role supporting CSRA's capture team in this procurement creates an unlawful unfair competitive advantage. Whether [REDACTED] was an active participant in drafting the CSRA proposal, or merely served as a consultant or provided edits and suggested changes to the proposal drafting team, he nonetheless had untold opportunities to shape and tailor CSRA's solution based on his knowledge of nonpublic, competitive-useful information.¹¹

¹⁰ [REDACTED]

¹¹ To be clear, at this time Perspecta has no basis to allege that [REDACTED] knowingly disclosed confidential information or engaged in any form of intentionally unlawful conduct. But intent is not a relevant consideration in the "unfair competitive advantage" analysis. Prejudice is presumed whenever a former agency official with competitively-useful, nonpublic (Continued...)

This unfair advantage helped CSRA obtain the BPA. Accordingly, Perspecta's protest should be sustained on this basis as well.

F. The Agency's Best Value Determination was Unreasonable

GSA's flawed [REDACTED] evaluation culminated in an irrational best value determination.

Indeed, despite the fact that Perspecta received [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] GSA decided to award to CSRA based on a flawed [REDACTED]

[REDACTED] evaluation. Had GSA reasonably and fairly evaluated proposals, it would have found

Perspecta's proposal [REDACTED] to be at least equal to if not superior to the CSRA

proposal. In fact, even with modest improvement to Perspecta's [REDACTED] rating, the award

would have likely gone to Perspecta [REDACTED].

A source selection decision in reliance on flawed evaluations lacks a rational basis and, as such, provides grounds for sustaining a protest. *See, e.g., Dynaxys LLC*, B-414459.4, Apr. 18, 2018, 2018 CPD ¶ 152 (sustaining challenge to best value decision based on a flawed underlying evaluation and failure to conduct a proper tradeoff); *Supreme Foodservice GmbH*, B-405400.3 *et al.*, Oct. 11, 2012, 2012 CPD ¶ 292 at *10 ([REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]); *Gemma Impianti SpA*, B-290427, Aug. 9, 2002, 2002 CPD ¶

information supports a capture effort because even those with the best of intentions cannot avoid using their inside knowledge to shape the opinions they have and the advice they provide. *Health Net Fed. Servs., supra.*

[REDACTED]

146 (finding prejudice where the source selection decision was based in part on a defective evaluation under the technical evaluation factors); *New Breed Leasing Corp.*, B-259328, Mar. 24, 1995, 96-2 CPD ¶ 84 at *3 (“A source selection decision based on inconsistent or inaccurate information concerning the technical evaluation or the relative merits of the offerors’ technical proposals is not reasonable.”).

Putting aside the materially flawed [REDACTED] evaluation, the decision that any perceived [REDACTED] was worth the [REDACTED] remains improper.

DEOS is a commercial item BPA under FAR 8.4 to [REDACTED]

[REDACTED]. Notably, [REDACTED]

[REDACTED] Moreover, both CSRA and Perspecta [REDACTED]

[REDACTED]. Given the limited technical variability in the proposed solutions, and considering the fact that Perspecta [REDACTED]

[REDACTED], the decision to make award [REDACTED] is not only unreasonable, but also fiscally irresponsible. *See Technatomy Corp.*, B-414672.5, Oct. 10, 2018, 2018 CPD ¶ 342 ([REDACTED])

In fact, the Agency’s decision that CSRA’s perceived advantage [REDACTED] is worth [REDACTED] reflects an unlawful deviation from the evaluation factor weightings established in the Solicitation. In this regard, the RFQ provided that [REDACTED]

[REDACTED] [REDACTED] By awarding to CSRA, GSA decided to do exactly the opposite—it made award at a [REDACTED]

[REDACTED]. Indeed, [REDACTED]
[REDACTED] could not have been enough to establish the type of disparity [REDACTED] that would warrant [REDACTED].

Thus, GSA's best value analysis cannot stand. *See IBM U.S. Fed., et al.*, B-409806, *et al.*, Aug. 15, 2014, 2014 CPD ¶ 241 (sustaining protest where the agency unreasonably deviated from the weighting of evaluation factors required in the RFP).

V. CONCLUSION

For the reasons set forth above, the Agency's award to CSRA was unreasonable and your Office should sustain this protest.

VI. RELIEF REQUESTED

To remedy the violations discussed above, Perspecta respectfully requests that GAO recommend that the Agency:

1. Declare CSRA ineligible for award based on its unfair competitive advantage, as discussed above, or, in the alternative;
2. Re-evaluate proposals in accordance with the stated evaluation criteria and applicable law, as discussed above and;
3. Conduct a new best value tradeoff and issue a new award decision consistent with the terms of the RFQ and the FAR;
4. Reimburse Perspecta for protest costs, including reasonable attorneys' fees; and
5. Afford any such other relief that your Office deems appropriate.

VII. DOCUMENT PRODUCTION REQUEST

Pursuant to 4 C.F.R. § 21.1(d)(2), Perspecta requests that the Agency produce the following documents¹² in addition to those included with the Agency Report, subject to a Protective Order if necessary. The documents are relevant to the protest and are needed to assess whether the Agency's evaluation was improper based on the protest grounds stated above:

1. The RFQ and all attachment and amendments thereto;
2. All documents that relate in any way to the Agency's plans at any time for evaluating the quotes, including but not limited to, any guidance, standards, evaluation plans or similar documents provided to, or utilized in any way by, the evaluators;
3. The proposals submitted by Perspecta and CSRA, including all modifications and clarifications thereto;
4. All documents reflecting in any way any communications between the Agency and Perspecta concerning this procurement, up to the date of this protest, including, but not limit to, communications, clarifications, and discussions;
5. All documents reflecting in any way any communications between the Agency and CSRA concerning this procurement up to the date of this protest, including, but not limit to, confer notices, communications, clarifications, and discussions;
6. All evaluation documents of whatever nature relevant to the evaluation of Perspecta's and CSRA's proposals. This includes documents relating to the initial evaluation of the proposals and any and all subsequent evaluations of the proposal. It also includes but is not limited to individual evaluator documents, consensus evaluation documents, and related correspondence;
7. All materials pertaining to the Contracting Officer's assessment of organizational conflicts of interest and, specifically, unfair competitive advantage relating to CSRA's proposal;
8. All documents relating to the Agency's evaluation of quoters' prices;

¹² As used herein, the term "documents" means correspondence, memoranda, notes (including notes or summaries of telephone calls), work papers, worksheets, presentation materials, reports, viewgraphs, computer files, video or audio recordings/documentation and any transcriptions thereof, and electronic mail transmissions, including all drafts thereof.

9. All documents relating to the Agency's source selection decision, including without limitation the full source selection decision document and any documents relied upon by the source selection authority in compiling the source selection decision document and her decision to make the award to CSRA (and not to award to Perspecta);
10. All materials prepared or provided in connection with the BEADs of Perspecta and CSRA in connection with this procurement;
11. The BPA awarded under the RFQ and all modifications to that BPA; and
12. Any other documents relevant to this protest.

VIII. REQUEST FOR PROTECTIVE ORDER

Pursuant to 4 C.F.R. § 21.4, Perspecta requests a protective order be issued in this protest because it is clear that some of the information that Perspecta will be providing and that the Agency will be required to produce for GAO contains or will contain protected material.

IX. REQUEST FOR HEARING

Pursuant to 4 C.F.R. § 21.7, Perspecta reserves the right to request a hearing in this protest should it become apparent that the issues presented would be best resolved through live testimony.



Respectfully submitted,



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Counsel for Perspecta Enterprise Services LLC



cc: Hassan Harris, Contracting Officer

EXHIBITS REDACTED IN
THEIR ENTIRETY



[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]