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VIA EPDS

FINAL REDACTED VERSION

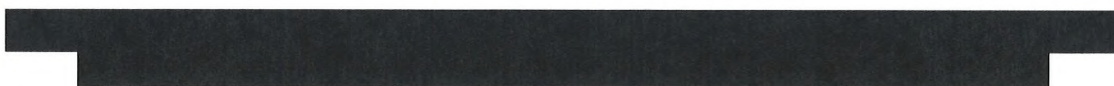
Heather Weiner, Esq.
Office of the General Counsel
Procurement Law Control Group
U. S. Government Accountability Office
441 G Street, N.W.
Washington, D.C. 20548

Re: B-417951.1 – First Supplemental Protest of Perspecta Enterprise Solutions LLC of GSA’s Award to CSRA LLC Under Request for Quotation No. 47QTCA-19-Q-0001

Dear Ms. Weiner:

Perspecta Enterprise Solutions LLC (“Perspecta”),¹ through undersigned counsel, hereby timely files this supplemental 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 evaluation record produced by the Agency confirms that GSA’s award to CSRA was marred with errors that render it unreasonable and Perspecta’s protest should be sustained.

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

GSA's evaluation record in this procurement makes clear that the award to CSRA was riddled with prejudicial evaluation errors, as well as an illegal competitive advantage obtained by clear conflicts of interest. The myriad errors with the underlying evaluations of both CSRA and Perspecta, as well as the Agency's failure to even acknowledge, let alone analyze, CSRA's conflicts, render its award decision irrational and contrary to law.

First, the record makes it abundantly clear that all [REDACTED] of Perspecta's purported Factor One weaknesses were the product of blatant disparate treatment. While CSRA was found to either have met or exceeded requirements [REDACTED], Perspecta was assigned [REDACTED] weaknesses despite offering [REDACTED]. Moreover, with regard to Perspecta's alleged [REDACTED] weakness, the record is crystal clear that CSRA was not held to the same requirement as Perspecta, where CSRA's proposal demonstrates that it [REDACTED]. But CSRA suffered no negative evaluation findings at all. Given the important role that this issue played in Perspecta's technical evaluation and in the best value tradeoff, Perspecta's protest must be sustained for this reason alone.

Second, additional errors in the Factor One evaluation further undercut the foundation of GSA's award to CSRA. The record demonstrates that the Agency [REDACTED] the contents of CSRA's proposal, and that [REDACTED] offered by Perspecta's solution. Even more, due to the Agency's failure to give equal weight to the subfactors and elements under the Factor One evaluation, as required by the RFQ, the Agency amplified these errors by inflating CSRA's [REDACTED]

perceived technical advantage when that advantage was, at best, marginal. These independent errors further bolstered the myth of CSRA's Factor One superiority and prejudiced Perspecta.

Third, the record reveals a serious problem with GSA's evaluation of CSRA's past performance. While [REDACTED]

[REDACTED] sounded an alarm [REDACTED]

[REDACTED] GSA proactively sought an end-around. [REDACTED]

[REDACTED]. This conduct was highly improper and perpetuated the myth that [REDACTED]

[REDACTED] under the Past Performance factor, when Perspecta's spotless record should have been a clear differentiator.

Finally, the record demonstrates that there are significant additional OCIs beyond that alleged in Perspecta's initial protest that should have precluded award to CSRA. CSRA's proposal shows that it [REDACTED]

[REDACTED]. Even more, CSRA [REDACTED]

[REDACTED]. Both of these issues create clear and serious conflicts. But the Agency completely ignored them.

In short, the record confirms that GSA's decision to [REDACTED] [REDACTED] [REDACTED] [REDACTED] for the [REDACTED] based solution offered by CSRA is both unsupported and illegal. Perspecta's protest must be sustained.

II. PRELIMINARY MATTERS

A. Timeliness

On September 13, 2019, the Agency produced documents in response to Perspecta's September 9, 2019, document requests filed with its original protest. The protest grounds set forth herein are based on information first learned through the documents provided in the Agency's September 13 production. This supplemental protest is therefore timely filed because it is filed within 10 days of when the basis of protest was known or should have been known. 4 C.F.R. § 21.2(a)(2).²

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

C. Notice to Agency

A complete copy of this supplemental protest will be provided via EPDS to counsel for the Agency, Andrew Sinn and Nicole Beeler. Pursuant to 4 C.F.R. § 21.1(e), Perspecta will also provide a complete copy of this protest and attachments by e-mail to the Contracting Officer for this procurement:

² The Agency did not produce its Contracting Officer's Statement of Relevant Facts or a Memorandum of Law addressing Perspecta's original protest grounds. Perspecta will provide comments to those submissions within 10 days of their filing with GAO, per the requirements set forth in 4 C.F.R. § 21.3(i). Although Perspecta addresses several, but not all, of its original protest arguments herein, Perspecta does not withdraw any of its initial protest grounds and will comment on these grounds in response to the Agency Report.

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III. SUPPLEMENTAL GROUNDS OF PROTEST

A. The Evaluation Record Confirms that Perspecta's Purported Weaknesses Were a Product of Disparate Treatment

Perspecta's initial protest showed that [REDACTED]

[REDACTED]

[REDACTED] The
evaluation record now confirms that, [REDACTED]

[REDACTED]

[REDACTED] However, the Agency did not assign [REDACTED]

[REDACTED]. Quite the contrary, the
Agency [REDACTED]

[REDACTED] This blatant disparate treatment renders
the Agency's technical evaluation of both Perspecta and CSRA unreasonable. *See, e.g., Arctic
Slope Mission Servs.*, B-410992.5, B-410992.6, Jan. 8, 2016, 2016 CPD ¶ 39; *360 IT Integrated
Sols.*, B-414650.7, B-414650.12, May 18, 2018, 2018 CPD ¶ 188; *Lockheed Martin Info. Sys.*, B-
292836 *et al.*, Dec. 18, 2003, 2003 CPD ¶ 230.

1. The Agency's Evaluation of [REDACTED] Was Unequal

As discussed in Perspecta's protest, Perspecta was unreasonably assigned a weakness for
[REDACTED]. Protest
at 19-23. Perspecta demonstrated how this weakness was unreasonable and evidenced disparate

[REDACTED]

treatment given

The evaluation record reveals that the Agency actually assigned CSRA

Specifically, the Agency lauded

The

Agency found that by

CSRA's

[REDACTED]

Perspecta proposed to leverage the same [REDACTED] capabilities and specifically highlighted their usefulness in regards to [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]. In fact, Perspecta provided [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This is a textbook example of unequal treatment. According to the Agency, the mere mention of [REDACTED] in CSRA's proposal [REDACTED] while Perspecta's offering that relied on the same [REDACTED] [REDACTED] proposed by CSRA, along with [REDACTED], allegedly [REDACTED]. Accordingly, the Agency's evaluation of this issue is unreasonable and Perspecta's protest on this issue should be sustained.

2. The Agency's Evaluation of Quoters' [REDACTED] Approach Was Unequal

Perspecta's initial protest also demonstrated that the Agency's evaluation of Perspecta's [REDACTED] was both unreasonable and unequal. Protest at 23-26. While Perspecta was assigned a weakness for its approach [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

Indeed, CSRA's proposal demonstrates [REDACTED]

[REDACTED] Specifically, CSRA's proposal states [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], it

found that this functionality [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

Perspecta's description [REDACTED] makes clear that it also relied on

[REDACTED] to meet [REDACTED] requirement. [REDACTED]

[REDACTED] Indeed, Perspecta's proposal contains nearly the same language as CSRA when describing this approach:

- **CSRA Proposal:** [REDACTED]
- **Perspecta Proposal:** [REDACTED]

Perspecta's proposal also further described [REDACTED]

[REDACTED]. But, despite offering the same feature [REDACTED]

[REDACTED]

[REDACTED], Perspecta was assigned a weakness for its [REDACTED], while CSRA was not.

In sum, the Agency's evaluation of the [REDACTED] is another textbook example of disparate treatment.

**3. The Agency's Evaluation of the Quoters' Approach to [REDACTED]
[REDACTED] Was Unreasonable and Unequal**

As discussed in Perspecta's initial protest, GSA's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The evaluation record shows that the disparate treatment is even more egregious than Perspecta originally alleged.

The RFQ specified that FOC was achieved when the DEOS service had been fully migrated to all users:

FOC will be declared when the *DEOS service has been migrated to all customers within each environment* the vendor has executed all proposal, design, integration, test & evaluation and deployment milestones up to milestone FOC3; the DEOS COR and PM have accepted all milestones deliverables and activities up to milestone FOC3; and the DEOS service has operated without critical or high incidents for an agreed-to period of 30 consecutive calendar days after completion of Milestone FOC3.

See AR 02h (RFQ Attach. G) at Tab 1 (defining FOC Declaration Notice); AR 02n (RFQ Q&A) (clarifying definition by removing reference to FOC3).

In GSA's confer notice issued to Perspecta, GSA confirmed that FOC required [REDACTED]

[REDACTED]. In fact, the Agency

[REDACTED]

assessed Perspecta's initial proposal [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta [REDACTED]

[REDACTED] Perspecta explained in [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Nevertheless, Perspecta [REDACTED]

[REDACTED]

[REDACTED]

But while the record demonstrates [REDACTED]

[REDACTED] CSRA was not similarly treated. CSRA's proposal [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In particular, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CSRA's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Despite GSA explicitly telling Perspecta [REDACTED]

[REDACTED], GSA [REDACTED]

[REDACTED] GSA either failed to recognize or

willfully ignored that CSRA's [REDACTED] did not meet the S [REDACTED]

[REDACTED] required by the RFQ. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. At bottom, the Agency was required to treat the quoters equally and failed to do so here. [REDACTED]

[REDACTED]³.

This unequal treatment was highly prejudicial. As noted in GSA's best value tradeoff decision, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thus, this issue alone requires that GAO declare improper the Agency's award to CSRA. *Ace Info Solutions, Inc.*, B-414650.10, *et al.*, 2018 CPD ¶189, May 21, 2018 ([REDACTED])

[REDACTED]

[REDACTED]

[REDACTED]

³ Perspecta also continues to challenge [REDACTED]

[REDACTED]. As discussed in Perspecta's initial protest, there was nothing in the RFQ that required [REDACTED]

[REDACTED] Thus, the Agency's assessment of a "weakness" to Perspecta for its [REDACTED] remains irrational.

[REDACTED]

**B. The Agency's [REDACTED] Proposal Was
Unsupported and Unreasonable**

In addition to the disparate treatment discussed above, GSA also [REDACTED]
[REDACTED] in several instances. As discussed below, this further highlights
the unreasonable nature of [REDACTED] evaluation and provides additional basis to sustain
Perspecta's protest.

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

GSA's evaluation of CSRA's [REDACTED] [REDACTED]
demonstrates that its evaluation was irrational because CSRA [REDACTED]
[REDACTED] while Perspecta only [REDACTED] for
a similar feature.

GSA assigned two [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]). GSA found that
this [REDACTED]
[REDACTED]
[REDACTED]

Id. CSRA also [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

But, according [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In fact, the language on the

separate proposal pages cited by the Agency when [REDACTED] and

makes clear that both pages are discussing [REDACTED].

Thus, it appears [REDACTED]

[REDACTED]

Perspecta received [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] But unlike, CSRA, Perspecta received [REDACTED].

The Agency's obvious error here was prejudicial to Perspecta in the best value tradeoff,
where GSA specifically [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In essence, CSRA was given a competitive advantage where none actually existed.

Thus, the Agency's assignment of [REDACTED] for CSRA's [REDACTED] [REDACTED] is irrational and unreasonable. *Conley & Assocs., Inc.*, B-415458.3, Apr. 26, 2018, 2018 CPD ¶ 161 [REDACTED]
[REDACTED]

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Under [REDACTED], [REDACTED]

[REDACTED]. As part of that assessment, the [REDACTED]

[REDACTED]

[REDACTED]

The record reveals that the Agency [REDACTED]
[REDACTED] for its purported ability to [REDACTED] Specifically, GSA's technical evaluation stated:

[REDACTED]

[REDACTED]

[REDACTED] Thus, GSA [REDACTED]

[REDACTED] and not on [REDACTED]

[REDACTED] Indeed, [REDACTED] with the subject of
evaluation criteria at [REDACTED] or,
for that matter, [REDACTED]. The quote from CSRA's
proposal referenced by the Agency [REDACTED] — [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] However,
CSRA does not explain [REDACTED]

[REDACTED] Moreover, CSRA did not state

[REDACTED]

[REDACTED]

Standing alone, the fact that CSRA [REDACTED] is
absolutely meaningless to the stated DEOS evaluation criteria. As such, [REDACTED]
[REDACTED] *Conley & Assocs., Inc.*,
supra.

[REDACTED]

C. The Evaluation Record Demonstrates Multiple Additional Instances of Unequal Treatment Under the Factor One Evaluation

In addition to the disparate treatment associated with the Agency's [REDACTED] [REDACTED] the record reveals additional examples of unequal treatment. In particular, [REDACTED] in numerous areas where Perspecta offered a similar feature or approach. These additional instances of unequal treatment, standing alone, demonstrate the unreasonableness of the Agency's Factor One Evaluation and ultimate award decision. *See 360 IT Integrated Sols., supra; Lockheed Martin Info. Sys., supra.*

[REDACTED]

[REDACTED]

[REDACTED]

GSA assigned [REDACTED]

[REDACTED] as well as offering [REDACTED]

[REDACTED] GSA found that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta's proposal clearly states [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. However,
despite offering [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

By assessing [REDACTED], the Agency
engaged in unequal treatment.

[REDACTED]

[REDACTED]

GSA [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] GSA found that

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta also proposed to use [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Moreover, Perspecta [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Accordingly, the Agency engaged in unequal treatment by providing [REDACTED]

[REDACTED]

[REDACTED] but not doing the same [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GSA assigned CSRA [REDACTED]

[REDACTED]

[REDACTED]

Id. As CSRA's proposal confirms, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta's [REDACTED] also relied on [REDACTED]

[REDACTED] the same benefits touted in CSRA's proposal:

[REDACTED]

[REDACTED]

[REDACTED] Indeed, as discussed in Perspecta's proposal, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thus, GSA's assignment of [REDACTED]

[REDACTED] is another example of unequal treatment.

[REDACTED]

[REDACTED]

[REDACTED]

The Agency's decision to assign [REDACTED]

[REDACTED] As discussed above, it is irrational on its face for GSA to award [REDACTED]

[REDACTED] record also demonstrates that the Agency treated quoters disparately when evaluating this issue.

[REDACTED]

When comparing the quoters' [REDACTED]

[REDACTED]

[REDACTED]. By contrast, [REDACTED]

[REDACTED]

[REDACTED] Thus, it was irrational for the Agency to assess

[REDACTED]

[REDACTED]

[REDACTED]⁴

Thus, the assessment of a [REDACTED]

[REDACTED] reflects unequal treatment. *Arctic Slope Mission Servs., supra; Lockheed Martin Info. Sys., supra.*

[REDACTED]

[REDACTED]

[REDACTED]

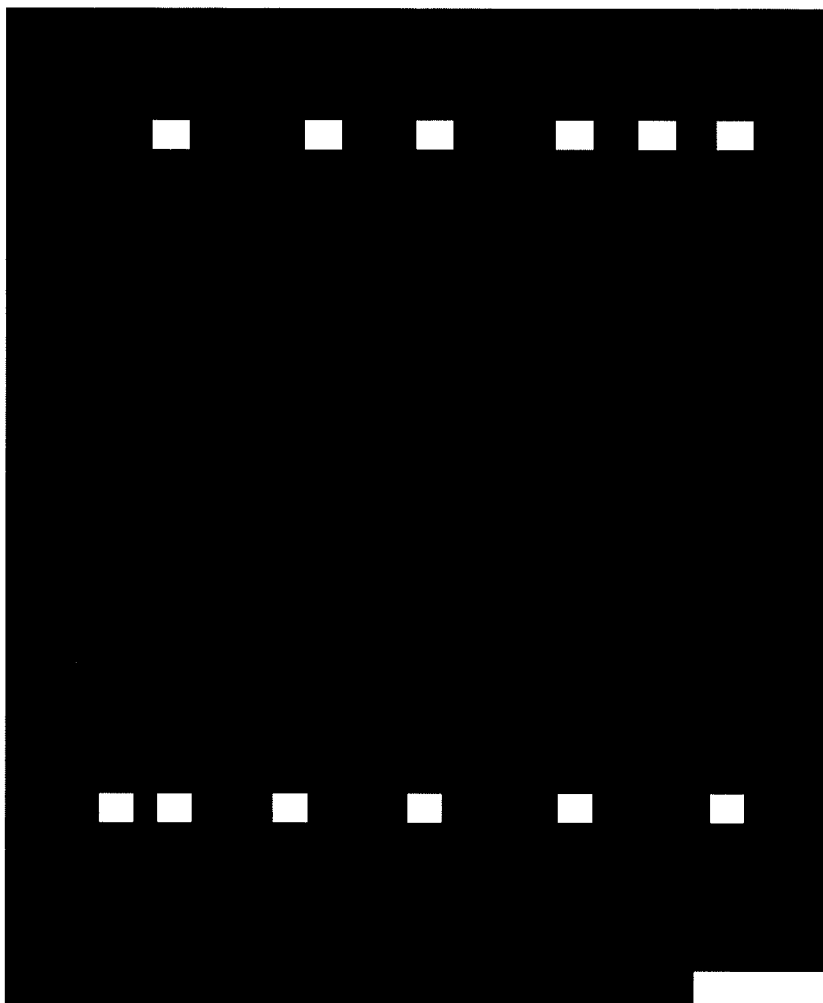
GSA assigned CSRA [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Perspecta offered similar features

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Indeed, Perspecta specifically highlighted [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Thus, Perspecta offered similar, if not better, benefits as CSRA related to

[REDACTED]

[REDACTED]

Further, as CSRA did, Perspecta offered a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] As discussed in Perspecta's proposal, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Nevertheless, despite offering a similar (or better) approach than CSRA to [REDACTED]

[REDACTED] Perspecta [REDACTED]

This is unequal and renders the Agency's evaluation of this issue unreasonable.

D. The Evaluation Record Demonstrates that GSA Deviated from the Stated Evaluation Criteria By Failing to Give Equal Weight to all Subfactors and Elements Under Factor One

It is well settled that an Agency must adhere to the specific evaluation factor and subfactor weighting scheme set forth in the solicitation. *Arctic Slope Mission Services, LLC*, B-410992.5, B-410992.6, Jan. 8, 2016, 2016 CPD ¶ 39 (agency evaluation unreasonable where the agency did not adhere to the factor weighting scheme in the solicitation); *The Clay Group, LLC*, B-406647, B-406647.2, July 30, 2012, 2012 CPD ¶ 214 (same); *YORK Bldg. Servs., Inc.*, B-296948.2, Nov. 3, 2005, 2005 CPD ¶ 202 (same). The record shows that the Agency ran afoul of the fundamental rule and deviated from the Solicitation's subfactor weighting scheme.

As discussed in Perspecta's initial protest, under Factor One, there were six separate subfactors and 19 distinct elements encompassed by those subfactors. AR Tab 02a (RFQ) at 14-18. The RFQ clearly notified the quoters that all of the subfactors and elements within Factor One were equally weighted. *Id.* at 14 ("[a]ll subfactors within the Technical/Service Management Approach are of equal importance and all elements under each subfactor are of equal importance.").

Putting aside the numerous errors in the evaluation discussed herein and in Perspecta's initial protest, the Agency nonetheless improperly ignored the requirement to equally weight these criteria and instead relied on the quoters' [REDACTED]

[REDACTED] when deciding the CSRA's and Perspecta's technical ratings and in its best value decision. [REDACTED]

[REDACTED]

[REDACTED] This resulted in an inflated view of CSRA's [REDACTED]

[REDACTED] given that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This created an inflated perception of CSRA's [REDACTED]

[REDACTED] where it was only, at best, [REDACTED] in most other elements [REDACTED]

With regard to Perspecta's evaluation, this deviation improperly amplified Perspecta's [REDACTED] weaknesses. As discussed in Perspecta's protest, putting aside whether GSA's assignment of weaknesses was reasonable (it was not), Perspecta demonstrated that [REDACTED]

[REDACTED]

[REDACTED]. Nevertheless, the Agency apparently ignored this when devising Perspecta's Factor One rating, focusing instead on [REDACTED] as the main basis for Perspecta's [REDACTED] rating. [REDACTED]. Had the Agency adhered to the announced subfactor weighting scheme, it could only have concluded that Perspecta's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] And this error [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] award decision. [REDACTED]

[REDACTED]

Given that [REDACTED]

[REDACTED]

[REDACTED], had the SSA properly weighted the quoter's strength and weakness findings, he likely would have found that CSRA only had [REDACTED] [REDACTED]

[REDACTED]. Thus, the Agency's deviation from the RFQ's evaluation criteria weighting scheme was both unreasonable and prejudicial to Perspecta. *The Clay Group, LLC, supra* (sustaining protest where failure to properly consider factor weighting resulted in the SSA's failure to consider overall disparity between technical proposals).

E. The Agency's Evaluation of CSRA's Past Performance Was Unreasonable

The record demonstrates that GSA's evaluation of CSRA's proposal under the Past Performance factor was materially flawed. In particular, GSA's decision to [REDACTED]

[REDACTED]

[REDACTED] The Agency further compounded its error by arbitrarily relying [REDACTED]

[REDACTED]

[REDACTED] Had the Agency conducted a proper evaluation, CSRA [REDACTED]

[REDACTED] past performance rating.

[REDACTED]

As your Office has explained, while the evaluation of an offeror's past performance is committed to an agency's discretion, GAO will question the evaluation conclusions where they are unreasonable or undocumented. *Clean Harbors Envtl. Servs, Inc.*, B-296176.2, Dec. 9, 2005, 2005 CPD ¶ 222. The critical questions are whether the evaluation was conducted fairly, reasonably, and in accordance with the stated evaluation terms, and whether it was based on relevant information sufficient to make a reasonable determination of the firm's overall past performance. *Id.* An agency's past performance evaluation is unreasonable where the agency fails to give meaningful consideration to all the relevant past performance information it possesses. *DRS C3 Sys., LLC*, B-310825, B-310825.2, Feb. 26, 2008, 2008 CPD ¶ 103.

Here, under the terms of the RFQ, quoters were required to provide Past Performance Questionnaires ("PPQs") to points of contact for each of their three submitted contract references. AR Tab 02a (RFQ) at 20. The contract references were then to submit the PPQs directly to the Agency for evaluation. *Id.* GSA reserved the right to supplement past performance references "with any other past performance information it may obtain from any other sources that are considered current, accurate, reliable, and relevant." *Id.*

The record shows that CSRA [REDACTED]

[REDACTED] However, the record does contain [REDACTED]

[REDACTED] That [REDACTED] reveals fundamental problems with [REDACTED] For instance, [REDACTED]

I [REDACTED]

I [REDACTED]

I [REDACTED]

I [REDACTED]

[REDACTED]

Most telling are the [REDACTED]

[REDACTED] CSRA's performance on the contract:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Standing alone, these findings [REDACTED] directly undercut the Agency's decision to assign CSRA a [REDACTED] Past Performance rating. *DRS C3 Sys., LLC, supra* (sustaining challenge to past performance evaluation where assigned ratings were inconsistent with offeror's past performance information). [REDACTED]

[REDACTED], the Agency nonetheless determined that [REDACTED] that CSRA will successfully perform on the required effort. AR Tab 02a (RFQ) at 21; *see* AR Tab 60 (Past Performance Consensus Rep.) at 20.

To justify this unsupported conclusion, the Agency "[REDACTED]"

[REDACTED] In this regard, the record shows that the past performance evaluation team [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. However, rather than [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This was improper for multiple reasons.

As an initial matter, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] However, to the extent that GSA was unable [REDACTED]

[REDACTED]

[REDACTED] This is a routine practice in instances where [REDACTED]

[REDACTED] See *Stg, Inc.*, B-298543, Oct. 30, 2006,
2006 CPD ¶ 166 (“ [REDACTED]

[REDACTED]

[REDACTED]. However, it was improper for GSA to have drawn conclusions about
CSRA’s performance [REDACTED]

[REDACTED]

The Agency’s past performance evaluation would remain flawed even if the Agency had

[REDACTED]

[REDACTED]. It is well established that an
Agency may only consider *relevant* past performance. However, in conducting [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

There is no indication of what [REDACTED] GSA was referring to. In fact, there is not even a mention of the [REDACTED]
GSA's entire evaluation is summed up in just two sentences:

[REDACTED]
[REDACTED]

Id. The Agency's failure to consider the relevance [REDACTED]
[REDACTED]
[REDACTED]

Putting aside the lack of relevance, [REDACTED] do not support GSA's conclusions [REDACTED] CSRA's past performance. In this regard, the Agency explains that "[REDACTED]
[REDACTED]. As an initial matter, [REDACTED] and GSA has provided no documentation or explanation elucidating what [REDACTED] a. In any case, the Agency concedes that some of the [REDACTED]
[REDACTED]
[REDACTED]

Unfortunately, there is no way to be sure because the Agency failed to produce [REDACTED]
[REDACTED] upon which it relied.

[REDACTED]
[REDACTED]

Which leads to the final flaw in the Agency's past performance evaluation—the lack of adequate documentation. The Agency's failure to [REDACTED] [REDACTED]. Indeed, there is no way for GAO to judge the relevance and ratings [REDACTED] [REDACTED]. Where, such as here, an agency fails to document or retain evaluation materials, it bears the risk that there GAO cannot determine an adequate supporting rationale in the record to conclude that the agency had a reasonable basis for its source selection decision. *Navistar Def., LLC; BAE Sys., Tactical Vehicle Sys. LP*, B-401865 *et al.*, Dec. 14, 2009, 2009 CPD ¶ 258; *Al Raha Grp. for Tech. Servs., Inc.; Logistics Mgmt. Int'l, Inc.*, B-411015.2, Apr. 22, 2015, 2015 CPD ¶ 134 (sustaining protest challenging consideration of additional contracts where record “fails to demonstrate that the agency adequately evaluated the recency or relevance of these references in accordance with the RFP's requirements”).

In short, the Agency's evaluation of CSRA under the Past Performance factor was unreasonable. But for these errors, Perspecta would have had a clear advantage [REDACTED] [REDACTED] Given that Perspecta had [REDACTED] [REDACTED], the errors in the past performance evaluation were clearly prejudicial and Perspecta's protest should be sustained for this reason alone. *DRS C3 Sys., LLC, supra* (concluding that protester was prejudiced by agency's flawed past performance evaluation).

F. GSA Failed to Consider and Resolve a Significant Unequal Access to Information OCI Arising from CSRA's Performance of a Prior DISA Task Order Directly Related to DEOS

One of the guiding principles recognized by GAO is the obligation of contracting agencies to avoid even the appearance of impropriety in government procurements. *TeleCommunication Sys. Inc.*, B-404496.3, Oct. 26, 2011, 2011 CPD ¶ 229 (citing FAR § 3.101-1); *Guardian Techs. Int'l*, B-270213 *et al.*, Feb. 20, 1996, 96-1 CPD ¶ 104. The FAR requires that contracting officials avoid, neutralize, or mitigate potential significant conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair a contractor's objectivity. FAR §§ 9.504(a), 9.505. Where a substantive OCI concern exists as to the contract awardee that the Agency has failed to meaningfully consider, your Office will sustain a protest and require that such an analysis be performed. *See, e.g., PURVIS Sys., Inc.*, B-293807.3, Aug. 16, 2004, 2004 CPD ¶ 177 (protest sustained where the agency "failed in its obligation under the FAR to identify and evaluate potential conflicts of interest" when it concluded no OCI risk existed as to the awardee despite available evidence to the contrary).

Alternatively, if the Contracting Officer has unreasonably determined that no OCI concern exists or has otherwise unreasonably determined that an OCI issue has been avoided, your Office will also sustain the protest and require that the Contracting Officer make a reasonable determination and then resolve the issue in accordance with the FAR. *Nortel Gov't Sols., Inc.*, B-299522.5, Dec. 30, 2008, 2009 CPD ¶ 10. If the identified OCI risk is one that has already taken root and can no longer be neutralized, the FAR prohibits award of a contract to the conflicted offeror absent a formal OCI waiver. FAR § 9.504(e).

As distilled by GAO's decisional law, the FAR recognizes three general categories of OCIs. FAR § 9.505 *et seq.*; *see also Aetna Gov't Health Plans, Inc.; Foundation Health Fed. Servs., Inc.*, B-254397.15 *et al.*, July 27, 1995, 95-2 CPD ¶ 129. As relevant here, one such category is "unequal access to information" OCIs. *See* FAR 9.505-4. "[A]n unequal access to information OCI arises where a firm has access to nonpublic information as part of its performance of a government contract, and where that information may provide the firm an unfair competitive advantage in a later competition for a government contract." *LOGZONE, Inc.*, B-416029, May 21, 2018, 2018 CPD ¶ 190; *Cyberdata Techs., Inc.*, B-411070 *et al.*, May 1, 2015, 2015 CPD ¶ 150.

CSRA's performance of a prior DISA task order, the Enterprise Communications and Collaboration Engineering Office Support ("ECCEOS") task order, provided the company with extensive access to nonpublic, competitively-useful information, including extensive details about DISA's current communication and collaboration capabilities, and allowed CSRA to help the agency define policies and objectives in the precise areas covered by the DEOS solicitation. In so doing, CSRA personnel gained tremendous and unparalleled access to both the current status of DoD's systems as well as an inside perspective on DISA's goals and hopes for how those systems would evolve in the future. The detailed knowledge of the status quo as well as what the Agency wanted (and did not want) constitutes an unequal access to information OCI. Unchecked, this OCI would allow CSRA to tailor its Technical proposal to say exactly what DISA was looking for, thereby gaining the precise sort of "unfair competitive advantage" prohibited by FAR 9.505-4 and GAO's precedent. *LOGZONE, Inc., supra.*

The record reveals that [REDACTED]

[REDACTED]

Similarly, the record also lacks any [REDACTED]. It appears that GSA was unaware [REDACTED], presumably because GSA was [REDACTED] [REDACTED] f. As such, this significant OCI issue was [REDACTED], in violation of FAR 9.504.

The record also reveals that this unequal access to information OCI appears to have had a major competitive impact on the procurement that severely prejudiced Perspecta. CSRA [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

These are the exact sort of strengths an offeror exploiting an “unequal access to information” OCI would be likely to achieve.

For all of these reasons, CSRA’s award cannot stand because it failed to mitigate a significant OCI.

1. CSRA’s ECCEOS Task Order Contract Had Significant Substantive Overlap with the DEOS PWS

In May 2015, SRA was awarded as task order under DISA’s Encore II IDIQ contract vehicle called the Enterprise Communications and Collaboration Engineering Office Support (“ECCEOS”) task order. According to SRA’s press release at the time, ECCEOS would provide

“support for the Defense Department’s transformation toward enterprise communications and collaboration to better meet the operational communications of up to 4.5 million users.” Ex. 6 (SRA ECCEOS Press Release) at 1.⁷ Specifically, under the order SRA would “support DISA with enterprise IT roadmap implementation, integrated solutions management, business process reengineering, information and knowledge engineering, product integration, communications engineering, web services, operations support, hardware, software and managed services.” *Id.*

[REDACTED]

[REDACTED]

[REDACTED]

One of CSRA’s primary functions and performance standards under ECCEOS was to assist in the assessment, development, and strategic definition of key elements of DISA’s “Communications & Collaboration” (“C&C”) processes, including “Top Level C&C Architecture” and the “Detailed DISA C&C Roadmap.” *See* Ex. 7 (ECCEOS SOW) at 16. Some of the SOW tasks in these areas include:

- 6.2 Task 2 - Federated Instant Messaging (IM)/Chat & Presence Awareness (Optional Task).
 - 6.2.1 Subtask 1 - Develop and document Federated Chat Governance Process (Optional Subtask).
 - 6.2.2 Subtask 2 - Extensible Messaging and Presence Protocol (XMPP)-Based Federated Chat Strategy (Optional Subtask).
 - 6.2.3 Subtask 3 - Extensible Messaging and Presence Protocol (XMPP)-Based IM/Chat Technical Profile (Optional Subtask).
- 6.3 Task 3 - C&C Strategic Plan.
 - 6.3.1 Subtask 1 - Develop C&C Strategic Plan/ Support Tiger Team.
 - 6.3.2 Subtask 2 - Develop a C&C Roadmap.

⁷ Perspecta’s initial protest contained Exhibits 1-5. For ease of reference, Perspecta has continued its exhibit numbering where the original protest left off, starting with Exhibit 6.

[REDACTED]

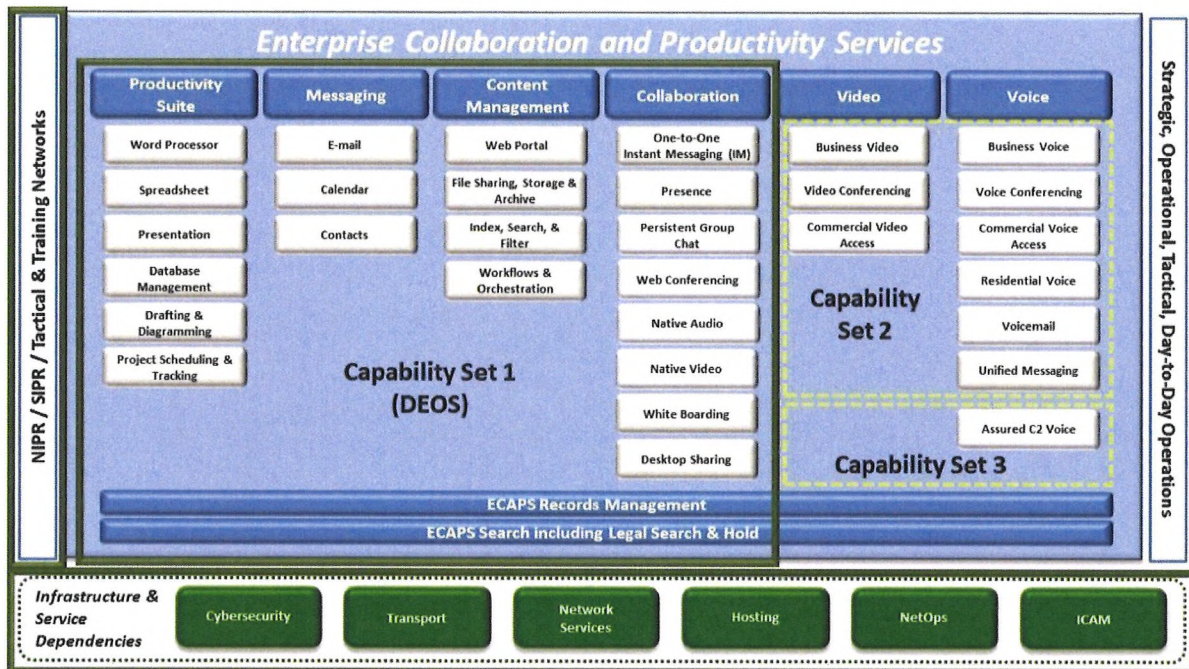
- 6.3.3 Subtask 3 - Develop the requirement for communications and collaboration capabilities.
- 6.3.4 Subtask 4 – Support policy, guidance and requirements with OSD and/or Joint Staff.
- 6.3.5 Subtask 5 - Develop Business Case.
- 6.3.6 Subtask 6 - **Develop Coordination Plan.**
- 6.3.7 Subtask 7 – DoD and Industry Liaison.
- 6.4 Task 4 - Evaluate PORs (Optional Task).
 - 6.4.1 Subtask 1 – Develop Transition/Migration Plan (Optional Subtask).
 - 6.4.2 Subtask 2 - **Provide Guidance for the Usage of C&C Capabilities** (Optional Subtask)
- 6.5 Task 5 - EC&CE Engineering Support (Optional Task).
 - 6.5.1 Subtask 1- **Develop High-level Architecture and Identify Critical Actions** (Optional Subtask).
 - 6.5.2 Subtask 2 - **Interoperability Analyses** (Optional Subtask).
 - 6.5.3 Subtask 3 - **C&C Specifications and Pilots** (Optional Subtask).
 - 6.5.4 Subtask 4 - Support Seamless, Interoperable Presence
 - SOWS 6.5.6 Subtask 6 - **Extend voice, video, chat and presence capabilities to mobile and tactical users**

Id. at 2-7 (highlighting added).

As described in the DEOS PWS, the expectation of the DEOS contract was to acquire an integrated enterprise cloud service offering consistent with DISA's Collaboration & Communications guidelines and protocols, and to do so in a way which allowed for seamless interoperability:

The Department of Defense (DoD) requires an integrated enterprise cloud service offering (CSO) that provides common communication, collaboration, and productivity capabilities that are mission-effective, efficient, more widely accessible, and facilitate DoD operations worldwide. The Defense Information Systems Agency (DISA), in support of the DoD Deputy Secretary of Defense's direction to accelerate the DoD's adoption of cloud computing technology, plans to acquire and implement a seamlessly integrated, enterprise CSO as a replacement for disparate DoD legacy enterprise information technology (IT) services, such as voice, video, collaboration, email, content management, information management, and productivity suite.

AR Tab 02c (DEOS PWS) at 2. The overlap between the C&C work performed by CSRA under ECCEOS is clearly reflected in even the high-level flow chart of services to be performed under DEOS. The following chart was provided in the PWS (*id.* at 3) and includes an entire major functional area relating to “collaboration” as well as multiple major work streams in the various areas of “communication” including “Messaging,” “Video,” “Voice”:



Id. at 3.

In is not an overstatement to say that the ECCEOS work was a fundamental precursor to DISA being able to compete the DEOS contract.

2. CSRA's Inside Knowledge Obtained Under ECCEOS Afforded It an Unfair Competitive Advantage in the DEOS Procurement, and CSRA Benefited Massively in the DEOS Technical Evaluation as a Result

While CSRA may not have directly written the DEOS PWS, CSRA did have a major part in writing or otherwise defining the underlying guidelines, roadmaps, and policies which directly

animate the DEOS scope of work. In so doing, CSRA gained unparalleled information advantages over every other firm hoping to compete for DEOS work. Plainly, CSRA is intimately familiar with the existing policies and protocols that it helped develop. Since many of these are not readily available to the public, this knowledge alone provided a tremendous competitive advantage to CSRA that allowed CSRA to tailor its entire technical solution with precision while other quoters like Perspecta were forced to rely on the limited guidance provided in the DEOS RFQ.

For example, under ECCEOS SOW Section 6.5.2 (Task 5, Subtask 2), CSRA would have been called on to perform an ‘Interoperability Analysis’ that entailed performing an “analysis of the issue of non-interoperable Enterprise Communication and Collaboration Capabilities,” with the goal of being able to produce a report that would “[a]ddress the feasibility of developing standards or offer an alternative approach for capabilities that cannot be delivered through a common, industry-based standard.” Ex. 7 (ECCEOS SOW) at 6.

A major theme of the DEOS work statement was the expectation to achieve seamless interoperability with DISA systems. The concept of interoperability is referenced throughout the PWS. The first sentence of the summary objective of the DEOS contract states: “Defense Enterprise Office Solutions (DEOS) will support the DoD’s vision to move towards an integrated/interoperable communication, collaboration, and productivity service[.]” AR Tab 02a (RFQ) at 2. The summary scope of work of the PWS explains the primary task of the DEOS contractor as follows: “The Cloud Service Provider (CSP) will be responsible for ensuring interoperability and integration with these major service support functions and integration points.” *Id.* Moreover, PWS Section 4.6 provides detailed interoperability requirements:

4.6 Task 6 – Additional Supporting Infrastructure, Integration Points, and Services

The contractor shall be required to interoperate the proposed CSO with the following supporting infrastructure, integration points, and services based on user demand at the task order-level upon task order execution

AR Tab 02c (PWS) at 21.

Having been given extensive access to DoD systems for the purpose of performing a detailed analysis for DISA with a goal towards establishing interoperability policies and requirements, CSRA would have a significant information-based competitive advantage over other quoters. That inside knowledge would allow CSRA to precisely frame a proposal response to PWS Section 4.6 that targets exactly what the Agency is expecting.

But knowing existing policies is not the extent of CSRA's unfair competitive advantage giving rise to an OCI. In addition to knowing what these policies, guide lines, road maps, and protocols say, CSRA has unique access to *why they say what they say*. CSRA has been provided extraordinary access to DISA's personnel and systems to fully understand the context of DISA's policies and objectives. Moreover, in helping define those policies and objectives, CSRA knows what key factors motivate particular decisions. Equally significant, CSRA has inside information about why other options were excluded from DISA's roadmap and C&C objectives. Cumulatively, this information obtained in the performance of one contract (ECCEOS) would have afforded CSRA with unique information that allowed it to propose a more precise and focuses technical proposal over any competitors.

Not surprisingly, the way CSRA won this contract was that it [REDACTED]

[REDACTED] by [REDACTED].

While it is difficult to determine precisely which strengths were born of CSRA's unequal and [REDACTED]

unfair access to confidential government information obtained under ECCEOS, many of the listed strengths reflect credit being given for CSRA's extremely detailed knowledge of the DEOS requirements and current DoD capabilities in precise areas of communication and collaboration covered by ECCEOS:

I [REDACTED]

I [REDACTED]

I [REDACTED]

I [REDACTED]

I [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Common themes throughout these strengths include CSRA being credited for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. This is

exactly the sort of unfair competitive advantage FAR 9.505-4 was designed to prevent.

LOGZONE, Inc., B-416029, May 21, 2018, 2018 CPD ¶ 190.

[REDACTED]

3. The Record Provides No Signs that GSA Ever Considered CSRA's Unequal Access to Information OCI

As noted above, where a substantive OCI concern exists as to the contract awardee that the Agency has failed to meaningfully consider, your Office will sustain a protest and require that such an analysis be performed. *See, e.g., PURVIS Sys., Inc.*, B-293807.3, Aug. 16, 2004, 2004 CPD ¶ 177. In the case of an “unequal access to information” OCI, a mitigation solution such as an informational firewall can be effectively utilized if timely implemented. But where an offeror fails to disclose and mitigate its OCI, the OCI cannot be cured after the fact. *See, e.g., Johnson Controls World Servs., Inc.*, B-286714.2, Feb. 13, 2001, 2001 CPD ¶ 20 (sustaining “unequal access to information” OCI protest and rejecting attempt by agency to excuse a lack of formal mitigation steps).

Here, the record is silent about CSRA's [REDACTED] and there is no indication anywhere in [REDACTED] that it identified this OCI risk and proposed the sort of robust mitigation steps necessary to prevent an unfair competitive advantage from taking root. There is also [REDACTED] in the record. Because of the absence of any documented assessment of this significant OCI concern, the award to CSRA is in violation of the terms of FAR Subpart 9.5 and Perspecta's protest must be sustained.

G. CSRA Gained an Unfair Competitive Advantage Through [REDACTED] Employment of Another Former DISA Official With Extensive Knowledge of Competitively Useful, Nonpublic Information

As explained in detail in Perspecta's initial protest (at 46-47), GAO has consistently recognized that, in abiding by the ongoing obligation of FAR 3.101-1 to avoid even the appearance of impropriety in government procurements, where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the firm can be

[REDACTED]

disqualified from the competition. *See Health Net Federal Servs., LLC*, B-401652.3, B-401652.5, 2009 CPD ¶ 220; *NKF Eng'g, Inc. v. U.S.*, 805 F.2d 372 (Fed. Cir. 1986). Moreover, an agency must act based on the appearance of impropriety which is created by this situation even if no actual impropriety can be proven. *Id.* This obligation applies with equal force regardless of whether the conflict of interest and unfair competitive advantage concern resides with the prime contractor or one of its subcontractors. *See, e.g., A-P-T Research, Inc.*, B-413731.2, Apr. 3, 2017, 2017 CPD ¶ 112; *AT&T Gov't Sols., Inc.*, B-413012, July 28, 2016, 2016 CPD ¶ 237; *Ktech Corp.*, B-285330, Aug. 17, 2000, 2002 CPD ¶ 77.

In the initial protest, Perspecta identified an unfair competitive advantage (“UCA”) risk based on CSRA’s employment of [REDACTED]

[REDACTED]

[REDACTED] A review of CSRA’s proposal identifies a second former government official whose position at DISA is even more senior and whose retirement is more recent than [REDACTED], who appears to have been involved in CSRA’s proposal development process. [REDACTED]

[REDACTED]

[REDACTED]

Specifically, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The DEOS RFQ contains numerous cybersecurity requirements and deliverable obligations, and even an entire performance task focused exclusively on cybersecurity. *See* AR Tab 02c (DEOS PWS) at 6 (Implemented Cybersecurity Controls Checklist deliverable, Cybersecurity Assessment Report deliverable), 8 (Cybersecurity Requirements Definition deliverable), 25 (Cybersecurity Monitoring Strategy deliverable), 50 (Cyber Threat Security Plan requirement); *see also id.* at 33 (PWS § 4.10.6 Subtask 6 – Cybersecurity). Furthermore, quoters were required to provide a Cybersecurity - Systems Engineer as one of less than 10 total key personnel, indicating the importance of cybersecurity to the DEOS effort. *Id.* at 48-49. In terms

[REDACTED]

of the evaluation, cybersecurity matters were so significant [REDACTED]

[REDACTED]

[REDACTED] Most significantly, compliance with the aforementioned cybersecurity requirements was a separate subfactor under Factor One, Technical/Service Management Approach. *See* AR Tab 56 (Tech. Eval.) at 7 (“Subfactor Three – Cybersecurity”). [REDACTED]

[REDACTED]

[REDACTED]

As the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] In addition to direct knowledge of DEOS acquisition planning work, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] . [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CSRA appears to have recognized the significance of [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Given his subject-matter expertise, and [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

H. The Agency's Best Value Tradeoff Decision Is Fatally Flawed

The evaluation record fully supports Perspecta's allegation that GSA's best value tradeoff decision was fatally flawed in multiple respects. As discussed above, numerous prejudicial errors in [REDACTED] alone render the Agency's decision to [REDACTED] [REDACTED] Indeed, the Agency's disparate treatment of CSRA and Perspecta under [REDACTED] alone is basis to sustain this protest given that CSRA should have received a [REDACTED] for [REDACTED] [REDACTED].

Moreover, although the Agency assigned [REDACTED] Perspecta and CSRA the [REDACTED] for the Past Performance Factor, the record demonstrates that GSA's evaluation of [REDACTED] [REDACTED] was entirely unreasonable given that it performed [REDACTED] [REDACTED]. And even if [REDACTED], the record demonstrates that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], further proving that analysis was irrational. See *Apogee Eng'g, LLC*, B-414829.2, Feb. 21, 2019, 2019 CPD ¶ 85 (sustaining challenge to source selection decision and explaining, “[w]hat is important is not the scores themselves, but the underlying substantive merits of the proposals.”).

When combined with Perspecta’s allegations from its initial protest, there is no question that GSA’s award decision is irrational. As such, Perspecta’s protest should be sustained. See *Technatomy Corp.*, B-414672.5, Oct. 10, 2018, 2018 CPD ¶ 342.

IV. CONCLUSION

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

V. 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 OCI and UCA, 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.¹¹

¹¹ Perspecta continues to reserve its right to request a hearing.

[REDACTED]

VI. 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. All documents related to GSA's evaluation of CSRA's past performance, including [REDACTED] identified in the evaluation record; and
2. All documents related to GSA's consideration and treatment of potential OCI or UCA issues with regard to CSRA and CSRA team members, as discussed herein.

Respectfully submitted,

[REDACTED]

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Gabrielle Trujillo

Counsel for Perspecta Enterprise Solutions LLC

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.

[REDACTED]

Heather Weiner, Esq.
September 23, 2019
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[REDACTED]

cc: Andrew Sinn, Esq., Agency Counsel, via EPDS
Nicole Beeler, Esq., Agency Counsel, via EPDS
Andrew Shipley, Esq., Counsel for CSRA LLC, via EPDS

[REDACTED]

[REDACTED]

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

[REDACTED]