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# Decision

**Matter of:** Securitas Critical Infrastructure Services, Inc.--dba Paragon Investigations

**File:** B-420908; B-420908.2; B-420908.3; B-420909; B-420909.2; B-420909.3

**Date:** October 26, 2022

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## DIGEST

1. Protest that agency failed to conduct meaningful discussions is denied where the record demonstrates that no discussions in fact occurred.
  2. Protest that agency unreasonably evaluated technical proposals is denied where the evaluation was consistent with the solicitation and procurement law and regulation.
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## DECISION

Securitas Critical Infrastructure Services, Inc., d/b/a Paragon Investigations (Paragon), of Herndon, Virginia, protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. HS002122R0002 and RFP No. HS002122R0003,<sup>1</sup> issued by the U.S. Defense Counterintelligence and Security

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<sup>1</sup> The agency issued two “substantively identical solicitations concurrently.” Agency Report (AR), Tab 1, RFP at 1. The agency would first evaluate proposals received in response to RFP No. HS002122R0002 and make contract award. The agency would exclude that contractor from consideration for award under HS002122R0003 using the authority of Federal Acquisition Regulation (FAR) section 6.202(a), which permits an agency, under certain circumstances, to exclude a particular source from a contract action in order to establish or maintain an alternative source or sources for the supplies or services being procured. *Id.* at 2. Citations are to the record in B-420908.

Agency (DCSA) for background investigation (BI) services. Paragon asserts that the agency failed to conduct meaningful discussions, unreasonably evaluated the protester's proposal as unacceptable, and disparately evaluated proposals.

We deny the protest.

## BACKGROUND

To fulfill DCSA's continuing need for contractors to provide BI services, the agency issued these two solicitations, each of which contemplates the award of a single-award indefinite-delivery, indefinite-quantity fixed-price contract. Task orders issued under each contract will be for fixed-price services priced by job type or by the estimated number of hours required to complete a task. AR, Tab 18, Performance Work Statement (PWS) at 3. Each of the contracts has an estimated value of \$1.5 billion over 5 years, with a maximum value of \$2.25 billion. Contracting Officer's Statement (COS) at 1. Three contractors currently fulfill the requirement that will be performed by the two awardees. Protest at 1. CACI, Inc.-Federal and Peraton Risk Decision, Inc. have been providing similar services to DCSA for over 15 years; each performs approximately 40 percent of DCSA's BI needs under its incumbent contract. *Id.* Paragon, an incumbent contractor since 2016, performs "approximately 20% of those needs." *Id.*

Award would be made to the two offerors whose proposals represented the best value to the government, considering five non-price factors--proposal compliance, security, technical capability, past performance, and small business participation--and price. AR, Tab 16, RFP amend. 5, Evaluation Process at 1. Only proposals evaluated as acceptable under the first two factors--proposal compliance and security--would be further considered for award. *Id.*

Offerors with proposals evaluated as acceptable under the first two factors would be invited to perform oral presentations. See COS at 2; AR, Tab 16, RFP amend. 5, Evaluation Process at 1. The technical capability factor consisted of three subfactors--management approach, quality control, and corporate experience--and the oral presentation would address these three subfactors. See AR, Tab 16, RFP amend. 5, Evaluation Process at 5-7. At the conclusion of each prepared presentation, the agency would conduct an "interview" with each offeror. RFP at 7-8. For approximately 60 minutes, the offeror would respond to standardized questions within specific time limits.<sup>2</sup> RFP at 7-8. The solicitation advised that because the purpose of the questions was "to gauge the understanding and experience of Offeror personnel with respect to this type

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<sup>2</sup> The agency would ask 10 questions and provide the offeror 6 minutes to respond to each one. The open-ended questions were to include, for example: "What is your strategy for scheduling workload to staff under this contract?"; and "What capabilities does your company bring to this mission space that set you apart from your competitors?" AR, Tab 37, Oral Presentation Introduction and Ground Rules at 2-4.

of work,” the agency would “not provide Offerors with advance notice of the questions.” *Id.*

Under the technical capability factor, the agency would assign adjectival ratings of outstanding, good, acceptable, marginal, or unacceptable at the subfactor and overall factor levels.<sup>3</sup> AR, Tab 16, RFP amend. 5, Evaluation Process at 2; RFP at 17. The evaluation of each subfactor would include an assessment of the quality of the offeror’s oral presentation and the responses to the standardized questions. Only the first technical capability subfactor--management approach--is relevant to the protest here. Under that subfactor, offerors were to describe their ability to provide the “capacity” necessary to support the agency’s requirement, notwithstanding the constant fluctuation in the workload.<sup>4</sup> *Id.* at 8. The agency would evaluate the oral presentation to determine whether the management approach provided was realistically achievable, met the requirements of the task, and posed any excessive risks to the agency. *Id.* at 17. The agency would also evaluate responses to the interview questions to assess whether the offeror provided an understanding of the question, offered a technically sound management approach, and posed excessive performance and compliance risks. *Id.* at 17-18.

With regard to price, the RFP advised offerors that total evaluated price would be “automatically calculated within the *Price Workbook*,” which “represents the Government’s estimated quantity of work across all job types.” *Id.* at 20. The price workbook stated that the “estimated order quantities” of tasks “represent about half of the Government’s first-year requirement.” AR, Tab 29, Amended Price Workbook. Technical exhibit F provided “the estimated level of effort” per task. See RFP at 19; AR, Tab 19, Technical Exhibits at 41, Technical Exhibit F: Units of Work (UOW) Table. While the RFP did not specify the total number of UOWs required, the agency explains that a total annual estimated quantity of 101,614 UOWs could be obtained by

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<sup>3</sup> An unacceptable proposal was defined as one that “does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable” and is unawardable. AR, Tab 16, RFP amend. 5, Evaluation Process at 2. The solicitation further defined “risk” as low, moderate, high, or unacceptable. *Id.* at 2-3. As relevant to this protest, risk was unacceptable when a “[p]roposal contains a material failure or combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.” *Id.* at 3. Also of relevance to this protest, the solicitations defined “Significant Weakness” as a “flaw in the proposal that appreciably increases the risk of unsuccessful contract performance” and defined “Deficiency” as a “material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.” *Id.*

<sup>4</sup> The RFP also required proposals to describe a staffing plan that would “successfully meet the requirements of the contract.” RFP at 46.

multiplying the estimated number of tasks required in the price workbook by the estimated level of effort per task--expressed in UOWs--in technical exhibit F. COS at 4.

The solicitation advised offerors that the agency intended to hold written discussions with competitive range offerors prior to making award. AR, Tab 15, Instructions to Offerors at 2.

Paragon, CACI, and Peraton were among four offerors submitting proposals. COS at 2. The agency evaluated all four proposals as acceptable under the compliance and security factors and held oral presentations with all offerors. *Id.* at 2-3. Following each offeror's prepared presentation, the agency conducted an "interview" where DCSA asked each offeror the 10 prepared questions discussed above. The agency then evaluated the proposals under the remaining factors. *See id.* at 3.

The agency evaluated Paragon's proposal as unacceptable under the technical capability factor. *Id.* at 2. The agency assigned Paragon's proposal a deficiency under the technical capability factor because the protester proposed to provide the government with "approximately [DELETED]% less UOWs than the solicitation requested, as specified in the *Price Workbook* and *Technical Exhibit F.*" *Id.* According to the agency, this was "a material failure of the Offeror to meet the Government's requirement that increases the risk of unsuccessful contract performance to an unacceptable level."<sup>5</sup> AR, Tab 74, Competitive Range Determination at 2. The agency also assessed Paragon's proposal four significant weaknesses under this factor. *See id.* at 2-3. The source selection authority determined that Paragon's proposal was "unawardable for two reasons, either of which would independently suffice as rationale: because it contains a deficiency and because it contains a combination of significant weaknesses that pose an unacceptable risk to the Government." *Id.* at 3. The agency excluded Paragon's proposal from a competitive range that included the proposals submitted by CACI and Peraton, *id.*, COS at 3, and this protest followed.

## DISCUSSION

Paragon argues that the agency failed to conduct meaningful discussions with the protester regarding the deficiency and the four significant weaknesses the agency assessed the protester's proposal. Protest at 4. The protester also argues that the agency's evaluation was unreasonable and unequal. As explained below, we find the protester's arguments to be without merit.<sup>6</sup>

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<sup>5</sup> Paragon proposed a capacity of [DELETED] UOW. AR, Tab 55, Paragon Oral Presentation Slides at 10.

<sup>6</sup> While we do not address all of the protester's allegations, we have considered all allegations that the protester is an interested party to assert and we find none to have merit.

## Discussions

Paragon argues that the 60-minute interview session following the protester's oral presentation constituted discussions because DCSA asked Paragon to provide plans for solving problems and performing aspects of the work that were not otherwise covered in the proposals. Protest at 4. Paragon argues that "[b]y the express terms of the RFPs, Paragon's responses to those interview questions were a substantive part of the proposal to be evaluated." Protest at 32-33, *citing* AR, Tab 16, RFP amend. 5, Evaluation Process at 6-7 (identifying the interview question responses as part of the evaluation criteria). Because Paragon's responses to the interview questions "were essential to determining the acceptability of its proposal and otherwise resulted in Paragon supplementing or modifying its written proposal," the protester contends that "[s]uch exchanges constituted discussions." Protest at 33. Paragon argues that because the agency opened discussions during the oral presentations, DCSA was required to ensure the discussions were meaningful. *Id.* at 4. Discussions were not meaningful, the protester asserts, because the agency did not address with Paragon the deficiency and four significant weaknesses in the protester's proposal. *Id.*, *citing* FAR 15.306.

When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. FAR 15.306(d). During discussions, the contracting officer must, at a minimum, "indicate to, or discuss with, each offeror still being considered for award, deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond." FAR 15.306(d)(3). In situations where there is a dispute concerning whether an exchange between an agency and an offeror constitutes discussions, the acid test of whether discussions have occurred is whether the offeror has been afforded an opportunity to revise or modify its proposal. *Computer World Servs. Corp.*, B-410567.2, B-410567.3, May 29, 2015, 2015 CPD ¶ 172 at 6.

DCSA contends that providing the same standardized questions to every offeror "is the opposite of discussions, which are to be tailored to each offeror's approach." Memorandum of Law (MOL) at 19, *citing* FAR 15.306(d)(1). Moreover, DCSA argues, "the RFPs were not silent as to the status of the interview, but rather, the RFPs were very clear--the interviews were part of the proposals" and "were not discussions." MOL at 20.

We agree with the agency. Neither the purpose nor the timing of the interviews supports Paragon's contention these exchanges constituted discussions. Although the RFP initially advised offerors that the agency would ask "clarifying questions" following the offerors' oral presentations, the RFP, as amended, informed offerors that the agency no longer intended to do so. RFP, Responses to Industry Questions at 253 (noting that the agency no longer intended to ask clarifying questions during oral presentations). Instead, the RFP advised offerors that the responses to the interview questions would be incorporated into proposals and would be evaluated under all three subfactors of the technical capability factor. *Id.* at 5-7. The solicitation explained that by

providing the questions to the offerors at the conclusion of their oral presentations, the agency hoped “to gauge the understanding and experience of Offeror personnel with respect to this type of work.” *Id.* at 7. Specifically, as noted above, the question responses would be evaluated to assess whether the offeror’s management plan was realistically achievable, met the requirements of the task, and posed any excessive risk to the government. *Id.* at 17. The record establishes that the purpose of the post-oral presentation interviews was to supplement the written and oral portions of the proposals with unrehearsed responses to standardized questions. The questions were not reflective of the content of the proposals; they were eliciting responses that would later be evaluated as part of the proposals.

The timing of the interview questions also demonstrates that they could not have constituted discussions. In this regard, the agency points out that the interviews with offerors were conducted as part of the oral presentations, before the evaluation of proposals, and thus the questions posed during the interviews could not have addressed evaluated flaws in the offerors’ proposals. See MOL at 21-22. Moreover, the RFP indicated that the agency would conduct written discussions with offerors included in the competitive range, and the competitive range was not established until after the completion of the oral presentations and interviews.

In sum, the record here does not support Paragon’s assertion that the agency conducted discussions with the protester. As a result, we have no basis to conclude that the agency’s discussions with the protester were not meaningful. Accordingly, we deny this allegation.

#### Deficiency Assessed to Paragon’s Proposal

As noted above, the agency assessed Paragon’s proposal a deficiency because it “provide[d] the Government with approximately [DELETED]% less UOWs than the solicitation requested,” resulting in a “material failure of the Offeror to meet the Government’s requirement.” AR, Tab 67, Source Selection Evaluation Board (SSEB) Report, Vol. 3 at 12, *citing* AR, Tab 10, RFP amend. 4, attach. 14, Price Workbook, and AR, Tab 19, Technical Exhibits at 41, Technical Exhibit F: Units of Work (UOW) Table. The protester challenges this finding of deficiency.<sup>7</sup>

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<sup>7</sup> The protester also challenges the assessment of the four significant weaknesses. See Protest at 19-26. Because, as explained below, we find that the agency reasonably assessed a deficiency in the protester’s proposal, rendering it ineligible for award, the protester is not an interested party to challenge these findings. *Babel St., Inc.*, B-418730, June 16, 2020, 2020 CPD ¶ 199 at 3 (finding protester not an interested party to assert various challenges to the agency’s evaluation of the protester’s price and technical proposals where the proposal was--independent of those challenges--ineligible for award).

Paragon argues that the solicitation did not prescribe any particular UOW total and that, in evaluating the protester's proposed capacity, the agency unreasonably relied on quantity estimates that the RFP's "Q&A [questions and answers] characterized as 'highly speculative' and 'exclusively' for the price evaluation."<sup>8</sup> Protest at 15; Supp. Comments at 4, *quoting* AR, Tab 35, Responses to Industry Feedback at 4, Answer 4. The agency argues that the solicitation provided that the estimated quantities for the option years--but not the base period--were speculative. Accordingly, the agency maintains that it reasonably used the estimated base period UOWs per task in technical exhibit F and the number of tasks required in the price worksheet to evaluate the protester's proposed capacity. COS at 7-8.

When reviewing a protest challenging an agency's evaluation of proposals, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is generally a matter within the agency's discretion. *Primary Care Solutions, Inc.*, B-418799.3, 418799.4, Sept. 8, 2021, 2021 CPD ¶ 314 at 4. Rather, we will review the record to determine whether the agency's evaluation was reasonable, consistent with the stated evaluation criteria, applicable procurement statutes, and regulations, and adequately documented. *Id.* An offeror's disagreement with the agency's judgment, without more, is insufficient to establish that the agency acted unreasonably. *Id.*

First, we address the protester's argument that the solicitation's Q&As characterized the RFP's quantity estimates as speculative. Prior to proposal submission, a prospective offeror asked the agency to "confirm that the proposed escalation beyond year one . . . will **not** factor into the total price evaluation." AR, Tab 35, Responses to Industry Feedback at 4, Question 4. The agency responded:

The Price Workbook has been updated with "plug-in" quantity estimates for all 5 contract years, and the total evaluated price now factors in out-year prices, including escalation.<sup>9</sup> (See Attachment 14 [Price Workbook].) Offerors should

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<sup>8</sup> Paragon argues for the first time in its comments on the agency report that the solicitation contained a latent ambiguity with respect to the quantity estimates required under the contract. Comments at 1. The agency contends that the allegation is untimely. Supp. MOL at 8-9. We agree. Paragon was on notice when it received its debriefing that the agency's interpretation of the solicitation's UOWs requirements differed from the protester's. See AR, Tab 76, Debriefing at 3 (identifying the same deficiency related to proposed UOWs as found in the evaluation). Because, as of July 18, the protester had all of the facts providing the basis for its allegation that the RFP contained a latent ambiguity, this allegation, filed more than 10 days later on September 1, is untimely. 4 C.F.R. § 21.2(a)(2) (other than challenges to the terms of the solicitation, a protest allegation shall be filed not later than 10 days after the alleged impropriety was known or should have been known).

<sup>9</sup> The initial price worksheet contained quantity estimates for only the base year. See AR, Tab 28, Initial Price Workbook. The agency modified the price workbook to extend  
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note that these estimates are highly speculative and being included exclusively to ensure an “apples-to-apples” price comparison among Offerors.

*Id.* at Answer 4. In other words, in response to a question about the “proposed escalation beyond year one,” DCSA advised offerors that the “updated” plug-in quantity estimates for out years were highly speculative.

Another agency response to industry questions supports the agency’s contention that its response to question 4 above cannot reasonably be read to disclaim the accuracy of the base year quantity estimates. In the same Q&A as above, a prospective offeror asked whether the agency would “provide estimated investigator headcounts or case volumes required at the start of phase-in?” AR, Tab 35, Responses to Industry Feedback at 5, Question 5. The agency responded that, while the government would not provide a headcount required at the start of phase-in, “[t]he Government is providing historical workload data and estimated case data volume in order for Offerors to propose to the Government how many investigators are needed.” *Id.* at Answer 5. That response does not make sense if the year one estimates in the amended price workbook are highly speculative. In sum, we find that the record does not support the protester’s contention that the solicitation provided offerors with only speculative quantity estimates.<sup>10</sup>

Paragon also asserts that it was improper for DCSA to “mechanically rely on undisclosed labor estimates to evaluate proposals without considering each offeror’s unique technical approach.” 2nd Supp. Comments at 5, *citing Orion Tech., Inc.; Chenega Integrated Mission Support, LLC, B-406769 et al.*, Aug. 22, 2012, 2012 CPD ¶ 268. The protester contends in this regard that DCSA has “identified no flaw in Paragon’s staffing plan and concedes as much.” 2nd Supp. Comments at 5, *citing* Supp. COS at 2 (noting that “[t]he Deficiency was *not* based on Paragon’s proposed

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the year one estimates to years two through five. See AR, Tab 29, Amended Price Workbook. The agency explains that, “with respect to out-years, initially the Government did not include quantities because developing reasonably accurate estimates was deemed impossible.” Supp. COS at 4. The agency contends that “[i]t was only upon realizing that out-year quantities would be necessary for offerors to calculate a total price on which to base small business participation proposals that the Government decided to include ‘plug-in’ out-year quantities without attempt at accuracy.” *Id.*

<sup>10</sup> Also, as pointed out by the intervenor, Paragon claims to have “developed its [DELETED] UOW capacity from ‘[DELETED].’” Intervenor’s Supp. Comments at 3, *quoting* Protest at 17. That “[DELETED],” the intervenor argues, “was the UOW data provided by the agency in Technical Exhibit F and the Price Workbook.” Intervenor’s Supp. Comments at 3.



staffing levels, staffing plan,<sup>11</sup> staffing approach or anything else pertaining to the amount or types of labor Paragon proposed”).<sup>12</sup>

Even assuming for the sake of argument that the solicitation provided no quantity estimate, Paragon’s allegation that the agency unreasonably evaluated the protester’s proposed capacity on the basis of an undisclosed estimate would provide no basis on which to sustain the protest. An agency may properly rely on its own undisclosed staffing estimate so long as it considers whether the specifics of a particular offeror’s approach might justify a deviation from the agency’s estimate. *Excellus Solutions, Inc.*, B-410959.3, July 24, 2015, 2015 CPD ¶ 241 at 3; *Orion Tech., Inc.*; *Chenega Integrated Mission Support, LLC*, *supra* at 3. Accordingly, a protester must establish that the specifics of its approach resulted in a deviation from the government estimate in order to show that the government acted unreasonably. *Excellus Solutions, Inc.*, *supra* at 4; *Cantu Servs., Inc.*, B-408012, B-408012.2, May 23, 2013, 2013 CPD ¶ 135 at 6. As the agency argues, “Paragon simply, and to its detriment, proposed fewer UOWs [than the agency estimated was necessary], a material element of this requirement, without any rationale, justification, or explanation.” Supp. MOL at 6. In other words, Paragon failed to explain how it can perform the estimated number of tasks or the estimated level of effort needed to perform the tasks, both of which were provided in the solicitation and form the basis of the UOW levels, more efficiently or in a manner that justifies a reduction in the UOW levels calculated by the agency. Because Paragon’s proposal offers no specifics as to why its approach might justify more than a [DELETED] percent reduction in UOWs, the allegation that the agency unreasonably assessed this deficiency is without merit—even if the UOW value itself was undisclosed. *Excellus Solutions, Inc.*, *supra*; *Orion Tech., Inc.*; *Chenega Integrated Mission Support, LLC*, *supra*.

#### Disparate Treatment Allegations

Paragon asserts that the deficiency and four significant weaknesses that DCSA assessed against its proposal were the result of the agency’s disparate proposal evaluation. We address three of the allegations of disparate treatment.

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<sup>11</sup> GAO asked the parties to brief the issue of what, in this procurement, “a staffing plan would look like[.]” Notice of Issues for Consideration at 2. In response to that notice, Paragon argued that the staffing plan was required post-award and that, aside from key personnel, the solicitation defined no list of positions with associated hour requirements. Supp. Comments at 10. In other words, Paragon both asserts that the agency did not require a staffing plan and that the agency found no flaw in its staffing plan.

<sup>12</sup> We note that, in making this assertion, Paragon omits the second half of the contracting officer’s sentence, which adds that “[the deficiency] was about the quantity of UOWs Paragon explicitly asserted it would provide at full performance.” Supp. COS at 2.

## UOW Capacity

The protester argues that the agency disparately evaluated proposals by assigning Paragon's proposal a deficiency for proposing UOW capacity substantially below the agency's estimate, but failing to assign a deficiency to CACI and Peraton's proposals for proposing no specific UOW capacity. Comments at 24-25.

To prevail on an allegation of disparate treatment, a protester must show that differences in an evaluation did not stem from differences between the proposals. *Operations Servs., Inc.*, B-420226, Jan. 4, 2022, 2022 CPD ¶ 21 at 6. Here, the RFP required offerors to provide a staffing plan that met the contract requirements. RFP at 46. As pointed out by the intervenor, the proposals of CACI and Peraton both committed to meeting all of the proposal requirements. Intervenor's Supp. Comments at 6, *citing* AR, Tab 82, CACI Oral Presentation, and Tab 80, Peraton Oral Presentation. The intervenor contends that Paragon's proposal alone "made an affirmative representation that it would not meet the workload requirements." Intervenor's Supp. Comments at 6-7.

Paragon does not refute the intervenor's contention that the proposals of CACI and Peraton both committed to meeting the contract performance requirement. See Supp. Comments at 22-24. Rather, ignoring the evidence proffered by CACI in support of its contention, Paragon asserts that it is unreasonable for the agency "to simply assume" CACI and Peraton will meet the performance requirements. *Id.* at 24. The fact remains that, of all the proposals, only the protester's affirmatively committed far few UOWs to contract performance than the agency estimated would be required. Here, the differences in proposals account for the differences in proposal evaluations. The allegation that the agency disparately evaluated proposals when it assigned a deficiency to Paragon's proposal alone--for affirmatively committing an insufficient quantity of UOWs--is denied.

## Quality and Timeliness

The agency assessed Paragon's proposal a significant weakness because it failed to "adequately detail[ ]" an "approach for ensuring the quality and timeliness of work in accordance with PWS 6.2.<sup>[13]</sup>" AR, Tab 67, SSEB Report, Vol. 3 at 13. Paragon argues that Peraton's proposal "provided general descriptions of its efforts to provide quality services," and that CACI's proposal did not discuss its compliance with any specific PWS § 6.2 requirements "beyond the level of detail that Paragon provided." Comments at 29. Thus, Paragon asserts, DCSA disparately evaluated proposals when the agency

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<sup>13</sup> PWS 6.2 set forth specific standards for both timeliness and quality. Timeliness was an objective measurement of elapsed days from the time of the agency's assignment of a job to the contractor's completion of it. RFP at 50, PWS 6.3. Quality ratings would be based on the results of the "case review" performed by DCSA. RFP at 51, PWS 6.4.

assigned only the protester's proposal a significant weakness for failing to adequately detail an approach for ensuring the quality and timeliness of work. *Id.*

The agency contends that the SSEB Report documented the ways in which Peraton and CACI's proposals met the requirement to adhere to the quality and timeliness standards set forth in PWS 6.2. Supp. MOL at 25, *citing* AR, Tab 67, SSEB Report, Vol. 3 at 26 (describing the way in which Peraton's proposal met the requirement); at 67 (describing the way in which CACI's proposal met the requirement). The protester did not respond to the agency's defense of its evaluation. See Supp. Comments at 28-29. Paragon's failure to substantively respond to the agency's rationale for assigning Paragon's proposal alone a significant weakness provides GAO with no basis to find that the different evaluations were not based on differences in proposals. *Operations Servs., Inc., supra.*

### Developing Relationships with Record Providers

Finally, Paragon argues the agency disparately evaluated proposals by assigning a significant weakness against the protester's proposal in response to an interview question. In this regard, one of the interview questions that the agency posed to each offeror was: "What is your plan for developing relationships and agreements with record providers under this contract, including, but not limited to, local and state law enforcement agencies, courts, education, and employment locations?" AR, Tab 67, SSEB Report, Vol. 3 at 16. DCSA assessed Paragon's proposal a significant weakness for failure to provide a comprehensive plan for [DELETED]. *Id.* at 17. Overall, DCSA considered that the protester's [DELETED] to resolve issues with record providers seemed to undermine the agency's intent that the contractor's records liaison officer (RLO) would be responsible for tracking, coordinating and resolving records access issues. *Id.* at 16-17.

The protester specifically argues that, "although the Agency downgraded Paragon's proposal for its apparent failure to describe how its Records Liaison Officer would resolve issues, Paragon is the only contractor who actually acknowledged that the Records Liaison Officer has a substantive role in resolving issues." Comments at 31. DCSA asserts that, in fact, both Peraton and CACI identified the RLO in their responses. Supp. MOL at 26, *citing* AR Tab 67, SSEB Report, Vol. 3 at 29 (noting the role of the RLO in Peraton's answer to the question) and at 42-43 (noting the role of the RLO in CACI's answer to the question). In its supplemental comments, Paragon concedes that "it may be true that CACI's response provided greater detail than Paragon's." Supp. Comments at 21. Paragon did not otherwise address DCSA's response to this supplemental protest allegation.<sup>14</sup> See Supp. Comments at 31-33. On

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<sup>14</sup> In its supplemental comments, Paragon, quoting from the recording of Peraton's oral presentation, contends that Peraton's response "was scant on details and its presenters said little to nothing about developing relationships or working with law enforcement agencies." Supp. Comments at 32, *quoting* AR, Tab 81, Peraton Oral Presentation

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this record, we have no basis on which to find the assessment of this significant weakness represents disparate treatment of the offerors in the evaluation of the responses to this interview question. As such, this allegation is denied.

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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at 12:09-13:33. Although the recording of the oral presentation was not produced until September 12, the salient aspects of Peraton's answer were included in the agency evaluation that was produced on August 22. *Compare* Supp. Comments at 32 (quoting from Peraton's response to DCSA interview question) *with* AR, Tab 67, SSEB Report, Vol. 3 at 29 (identifying the oral presentation features that contributed to the agency's assessment of Peraton's response as adequate). Because Paragon was aware of the basis for Peraton's adequate rating on August 22, the assertion in the protester's supplemental comments of September 19 that Peraton's answer is not substantively different than Paragon's is untimely. 4 C.F.R. § 21.2(a)(2).