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Decision

Matter of: ManTech Advanced Systems International, Inc.

File: B-421560.14; B-421560.16

Date: May 8, 2025

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DIGEST

1. Protest alleging that agency was required to amend the solicitation in response to changing requirements for federal government employees in the executive branch, based on a presidential memorandum and subsequent guidance, is dismissed for failure to state a valid basis of protest.
 2. Protest challenging various aspects of the agency's evaluation of the protester's quotation under the corporate experience and staffing approach factors, and the agency's best-value tradeoff decision based on those alleged evaluation errors, is denied where the evaluation and best-value tradeoff decision were reasonable and consistent with the terms of the solicitation.
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DECISION

ManTech Advanced Systems International, Inc., of Herndon, Virginia, protests the issuance of a task order to Leidos, Inc., of Reston, Virginia, under request for quotations (RFQ) No. RFQ-09232022, issued by the Department of Justice, Federal Bureau of Investigation (FBI), for digital and information technology services. In its current protest,¹ ManTech asserts that the solicitation no longer reflects the agency's

¹ ManTech has filed multiple prior protests challenging various aspects of this procurement. See *ManTech Advanced Sys. Int'l, Inc.*, B-421560, Apr. 24, 2023

(continued...)

requirements and should be amended to address changing requirements for federal government employees in the executive branch, based on a presidential memorandum and subsequent guidance. ManTech also complains that the agency misevaluated its quotation under two evaluation factors.

We dismiss the protest in part and deny it in part.

BACKGROUND

On August 23, 2022, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the RFQ to vendors holding General Services Administration, Multiple Award Schedule contracts under Special Identification Number 54151S for information technology professional services. See Agency Report (AR), Tab 3-1, RFQ amend. 13 (RFQ).² The solicitation sought quotations to provide agile teams, each comprised of three to eleven individuals, to deliver digital and information technology services for the FBI's Criminal Justice Information Services Division (CJIS).³ The RFQ contemplated issuance of five task orders (collectively referred to as "FBI Agility with SAFe Teams" or "FAST")--one task order for each of five areas within the FBI's CJIS that are supported by this procurement; each task order was identified by a separate contract line item number (CLIN).⁴ This protest concerns only the task order issued under CLIN 2, biometric services. RFQ at 5. The period of performance for the task order includes a base period of one year (including a 3-month transition period) and four 12-month option periods. *Id.* at 16.

(unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-421560.4, Aug. 14, 2023, 2023 CPD ¶ 210; *ManTech Advanced Sys. Int'l, Inc.*, B-421560.5, Nov. 30, 2023 (unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-421560.10, Aug. 28, 2024 (unpublished decision); *ManTech Advanced Sys. Int'l, Inc.*, B-421560.12, Oct. 23, 2024 (unpublished decision).

² The agency has amended the RFQ thirteen times. References to the RFQ are to the final conformed solicitation provided by the agency that is dated April 25, 2024. All citations are to the Adobe PDF page numbers of the documents referenced in this decision.

³ The RFQ explains that an agile team is a "cross-functional group of individuals who define, build, test, and deliver an increment of value," and that these teams will apply a "Scaled Agile Framework" (SAFe), which is "an enterprise agility framework that helps organizations apply lean and agile principles and practices at all levels of the organization." RFQ at 4-5.

⁴ The five CLINs were for: (1) law enforcement support services; (2) biometric services; (3) National Crime Information Center; (4) shared services; and (5) operational programs. The agency states that CLIN 4 has been canceled. Contracting Officer's Statement (COS) at 1 n.1.

The RFQ provided that award would be made on a best-value tradeoff basis, using a three-phase advisory down-selection process under which the agency would evaluate quotations under the following evaluation factors: phase one (facility clearance; corporate experience; staffing approach); phase two (SAFe agile methodology demonstration); and phase three (price).⁵ The RFP further provided that, with the exception of the facility clearance factor (which would be rated on a pass/fail basis), each non-price factor would be assigned a confidence rating of high confidence, some confidence, or low confidence.⁶ Finally, the RFQ provided that, following its evaluation of quotations in phase one and phase two, the agency would provide an advisory notice to each vendor reflecting the agency's recommendation as to whether the vendor should proceed to the next phase. *Id.* at 62-63. The RFQ noted that the purpose of the advisory notice was to minimize quotation development costs, and vendors could choose to proceed to the next phase regardless of the recommendation received in the advisory notice. *Id.*

In early 2024, the agency received quotations from several vendors including ManTech and Leidos. During phase one, the agency conducted discussions and provided evaluation notices to ManTech, identifying various aspects of ManTech's quotation that decreased the agency's confidence under the non-price evaluation factors. Following ManTech's submission of a revised quotation, the agency provided ManTech with a phase one advisory notice, stating that "ManTech is **not** among the most highly rated and the likelihood of ManTech receiving the award against CLIN 2 is very low." AR, Tab 7-1, Phase One Advisory Down Select Notice at 1. Nonetheless, ManTech elected to proceed and submitted a phase two quotation. At the conclusion of the phase two evaluation, the agency again provided ManTech with an advisory notice stating that ManTech's quotation was not among the most highly rated and was not likely to receive award. AR, Tab 7-2, Phase Two Advisory Down Select Notice at 1. Again, ManTech elected to proceed and submitted a phase three quotation.

On September 20, 2024, the agency selected Leidos for award; thereafter, ManTech filed a protest with our Office. In response, the agency stated that it would take corrective action, to include reevaluating quotations and making a new award decision; accordingly, we dismissed the protest. *ManTech Advanced Sys. Int'l, Inc.*, B-421560.12, *supra*.

⁵ The RFQ provided that phase one is more important than phase two; phase two is more important than phase three; and, as the non-price ratings become more similar in nature, the price evaluated in phase three would become more important in the best-value tradeoff decision. RFQ at 61.

⁶ Of relevance here, the solicitation defined a "high confidence" rating as reflecting a quotation that demonstrated understanding of the requirements and would likely result in successful performance with "little or no" government intervention. The solicitation defined a "some confidence" rating as applicable to a quotation that demonstrated an understanding of the requirements and would likely result in successful performance with "some" government intervention. RFQ at 67.

Thereafter, the agency reviewed its evaluation of ManTech's and Leidos's quotations,⁷ and documented its rationale for assignment of the following ratings:

	ManTech	Leidos
Corporate Experience	Some Confidence	High Confidence
Staffing Approach	Some Confidence	High Confidence
Demonstration	Low Confidence	High Confidence
Total Evaluated Price	\$128,467,487	\$137,696,324
Price Complete, Reasonable, and Realistic	Yes	Yes

AR, Tab 8, Basis of Award at 8.

In assessing ratings of some confidence to ManTech's quotation under the corporate experience and staffing approach evaluation factors, and low confidence under the demonstration factor, the agency identified multiple aspects of ManTech's quotation that decreased the agency's confidence in ManTech's successful task order performance. For example, with regard to the corporate experience factor, the agency concluded that ManTech's quotation "lacked details," provided "no examples of actually utilizing SAFe Agile processes," and "did not demonstrate a mature understanding of the SAFe framework."⁸ *Id.* at 9. With regard to staffing approach, the agency noted, among other things, that ManTech's quotation "lacked the SAFe specific detail (not just buzz words)" and "merely placed SAFe terminology on an already existing process." *Id.* at 11. The agency further noted that ManTech's quotation "focus[ed] on incumbent capture for the first [redacted] days [of the transition period]" and "[did not] outline[] recruitment activities [for external hires]" until the last [redacted] days of the transition period, describing this as a "reactive approach to staffing and transition which introduces significant risk."⁹ *Id.* Finally, in assigning a low confidence rating under the

⁷ After numerous protests and corrective actions, ManTech and Leidos were the only two companies remaining in the competition for the CLIN 2 task order. AR, Tab 8, Basis of Award at 2-3. Both vendors passed the facility clearance factor, which, as noted above, was evaluated on a pass/fail basis. *Id.* at 4.

⁸ To demonstrate corporate experience, the RFQ required vendors to submit information for three contracts that "are similar or greater in scope, magnitude, and complexity than the effort described in this RFQ and corresponding CLIN," and "provide clear evidence that the Quoter delivered systems or solutions to an external customer utilizing the SAFe framework." RFQ at 54.

⁹ For the staffing approach factor, the RFQ required vendors to provide a "detailed rationale for how its quoted staffing approach meets the [task order] requirements" and to "include the Quoter's methodologies and capabilities to recruit and retain employees for this effort." RFQ at 54. More specifically, the RFQ stated: "If the Quoter's transition
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demonstration factor, the agency concluded, among other things, that ManTech “failed to provide an actual demonstration of an 8-12 week prototype as required.”¹⁰ *Id.* at 13.

Overall, the agency’s evaluation authority considered and compared the quotations, concluding: “Even though ManTech’s solution is lower priced, the Government determined the lower price is not worth the risks associated with its Staffing Approach and ability to successfully execute work within the SAFe framework.” *Id.* at 15.

On January 24, 2025, the agency again selected Leidos for award, notified ManTech of its decision, and provided a brief explanation. AR, Tab 9, Unsuccessful Vendor Notice at 1-2. This protest followed.

DISCUSSION

As noted above, ManTech asserts that the terms of the solicitation no longer reflect the agency’s requirements and should be amended, and that the agency improperly assigned ratings of only “some confidence” to ManTech’s quotation under the corporate experience and staffing approach evaluation factors. As discussed below, we dismiss ManTech’s challenge to the terms of the solicitation, and we deny its allegations regarding the evaluation of its quotation.¹¹

Terms of Solicitation

We first address ManTech’s assertion that the terms of the solicitation fail to reflect the agency’s actual needs. Specifically, ManTech refers to the issuance of a presidential memorandum dated January 20, 2025, along with subsequent guidance from the Office of Personnel Management, which addresses return to in-person work requirements for federal government employees in the executive branch.¹² ManTech asserts that these

approach is ‘incumbent capture,’ the Quoter shall provide mitigation strategies if incumbent capture is not successful.” *Id.* at 55; *see also id.* at 8-9 (staffing and transition staffing requirements). The RFQ provided that the agency would make confidence assessments regarding each vendor’s approach. *Id.* at 64.

¹⁰ In its protest, ManTech initially asserted that its quotation should have been rated higher under each of these three evaluation factors--but subsequently withdrew its protest regarding the low confidence rating it received under the demonstration factor. Supp. Comments at 2 n.2.

¹¹ In its various protest submissions, ManTech raises arguments that are in addition to, or variations of, those specifically discussed below. We have considered all of ManTech’s arguments and find no basis to sustain the protest.

¹² The full text of the presidential memorandum states: “Heads of all departments and agencies in the executive branch of Government shall, as soon as practicable, take all necessary steps to terminate remote work arrangements and require employees to return to work in-person at their respective duty stations on a full-time basis, provided
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actions “drastically altered” the agency’s requirements for this procurement and, accordingly, asserts that the agency was required to amend the solicitation--and allow offerors to submit revised quotations. Protest at 21.

ManTech acknowledges that the return to in-person work requirements do not apply to contractors, see Protest at 22 n.8, and ManTech’s protest does not identify any particular contract performance requirement that will be altered by the presidential memorandum. Nonetheless, referencing its contract performance prior to the COVID-19 pandemic, ManTech makes the general assertion that coordination between contractor and government personnel “is best accomplished by co-locating the members of these teams--both federal and contractor alike--at the FBI’s facility in Clarksburg, [West Virginia] . . . which the Agency will be required to consider when implementing its in-office policies.” *Id.* at 22.

In response to this allegation, the agency first states that it did, in fact, consider place of performance requirements when drafting the RFQ, and established on-site requirements for certain contractor personnel. Req. for Dismissal at 2-4; see RFQ at 15. The agency further points out that ManTech’s protest fails to identify any particular contract performance requirement that will be materially altered by the return to in-person work requirement for government personnel. Finally, the agency notes that the solicitation expressly provides that the agency may subsequently change work locations for contractor personnel where appropriate. Req. for Dismissal at 2-4; see RFQ at 15. Accordingly, the agency maintains that ManTech’s general assertion of changed contractor requirements that allegedly flow from the presidential memorandum, without more, is insufficient to form a valid basis for protest. We agree.

Our Bid Protest Regulations provide that a protest must include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), 21.1(f), and 21.5(f). These requirements contemplate that a protester will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3.

Here, ManTech’s general assertion that in-person work requirements for federal employees will impact the contract requirements--without identification of any particular material impact on the contract requirements and contractor’s performance--fails to meet the required standard. First, as discussed above, the solicitation incorporates the agency’s consideration of on-site performance requirements for certain contractor personnel, and further provides that the agency may change work location requirements for contractor personnel as appropriate. Second, ManTech’s protest fails to meaningfully address how the executive actions will affect this task order’s requirements

that the department and agency heads shall make exemptions they deem necessary. This memorandum shall be implemented consistent with applicable law.” Presidential Memorandum, *Return to In-Person Work*, 90 Fed. Reg. 8251 (Jan. 28, 2025).

to acquire agile teams for the delivery of digital and information technology services to the FBI's CJIS; rather, ManTech's allegation rests entirely on its purported belief that co-location is the "best" way to perform the work. Protest at 22. Finally, as the agency points out and ManTech acknowledges, the presidential memorandum and accompanying guidance address remote work arrangements for federal government employees in the executive branch; neither "references contractors or contractor performance at all." Req. for Dismissal at 3.

In short, ManTech has failed to identify the specific circumstances presented by the presidential memorandum--in the context of this procurement--that could be construed to constitute "a material departure from the assumptions set forth in the solicitation." See *Chronos Sols., LLC, et al.*, B-417870.2 *et al.*, Oct. 1, 2020, 2020 CPD ¶ 395 at 14 (sustaining protest where agency did not consider significant changes in the law, as well as agency's policies and market conditions, directly applicable to the subject matter of the procurement). On this record, ManTech's allegation is insufficient and is dismissed.

Evaluation Challenges

Next, ManTech challenges the agency's evaluation of its quotation under the corporate experience and staffing approach evaluation factors.¹³ Based on these alleged evaluation errors, ManTech also challenges the agency's best-value tradeoff decision.

Corporate Experience Factor

For the corporate experience factor, the agency assigned ManTech a rating of "some confidence" and found four aspects of the quotation that decreased the agency's confidence in ManTech's successful performance of the task order. ManTech's protest expresses its disagreement with each of the four assessments.

For example, with regard to ManTech's third example of its prior experience, the agency concluded that, even following discussions, ManTech's quotation failed to reflect experience that was "similar in size and scope" to the task order requirements.¹⁴ AR, Tab 6-1, Consensus Evaluation (Corporate Experience) at 5. More specifically, the agency noted a lack of detail in the quotation's description of prior tasks, stating that the prior effort appeared to be "more of an Operations and Maintenance (O&M) effort rather

¹³ As noted above, ManTech initially challenged--and subsequently withdrew--its challenge to the agency's assignment of a low confidence rating under the demonstration evaluation factor. See Supp. Comments at 2 n.2.

¹⁴ As noted above, the RFQ required vendors to submit information for three contracts that "are similar or greater in scope, magnitude, and complexity" to the solicitation requirements. RFQ at 54.

than a combination of development, test, integration and O&M”.¹⁵ *Id.* In this context, ManTech expresses its disagreement with the agency’s assessments, maintaining that its revised quotation “provided specific details” and asserting that the agency’s evaluation was “unreasonable.” Protest at 28-29. Alternatively, ManTech asserts that the agency’s discussions were “inadequate and misleading” because, in ManTech’s view, “it is inexplicable how the Agency could have maintained those criticisms to begin with in the face of the revisions to ManTech’s proposal.” Supp. Comments at 2; Protest at 28.

The agency responds that it properly concluded, following discussions, that ManTech’s revised quotation continued to contain inadequate detail to demonstrate that the prior effort encompassed the scope of the required activities, reiterating its view that ManTech’s description of the prior effort reflected primarily O&M activities. COS at 11. More specifically, the agency provides a list of task descriptions drawn from ManTech’s quotation, stating:

ManTech provided the below tasks performed in [its prior contract] which were the bulk of tasks and are clearly O&M activities. Examples of O&M include . . . training, monitoring administration, and operational support which often requires development of upgrade/enhancements to current system function, development of dashboards to monitor performance, security, workflow, etc. for system and subsystem components reports, and deployment of a developed system.

Id. In short, the agency maintains that, based on the specific examples drawn from ManTech’s revised quotation, the agency reasonably concluded that the prior effort was “largely O&M experience and fail[s] to meet the solicitation requirements.” *Id.*

In responding to ManTech’s complaint regarding the adequacy of discussions, the agency notes that one of the four evaluation notices provided to ManTech contained the following statements:

[ManTech’s quotation regarding] corporate experience failed to demonstrate . . . a mature understanding of Scaled Agile Framework (SAFe) principles and practices which would require some Government intervention to successfully deliver the requirements.

* * * * *

[The prior contract] was more of an Operations and Maintenance (O&M) example rather than the development, test, integration and O&M requirements of the [task order at issue].

¹⁵ The task order requirements “[are] comprised of four key areas[:] development, testing, integration and O&M.” AR, Tab 6-1, Consensus Evaluation at 5; see RFQ at 4-10; see *generally* AR, Tab 3-2, RFQ attach. 2, Statement of Work.

See AR, Tab 4-1, Evaluation Notice at 1, 3. In this regard, the agency argues that it properly and sufficiently advised ManTech of its concerns. Supp. MOL at 7-8.

Where, as here, a procurement is conducted pursuant to FAR subpart 8.4, our Office will not reevaluate quotations, nor substitute our judgment for that of the agency; rather, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. See, e.g., *VariQ Corp.*, B-409114 *et al.*, Jan. 27, 2014, 2014 CPD ¶ 58 at 8. A protester's disagreement with a procuring agency's evaluation judgments, without more, does not establish that the evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

Further, where, as here, a procurement is conducted pursuant to FAR subpart 8.4, there is no requirement for agencies to conduct discussions in accordance with FAR section 15.306. However, exchanges that do occur with vendors in FAR part 8 procurements, like all other aspects of such procurements, must be fair and equitable. *USGC Inc.*, B-400184.2 *et al.*, Dec. 24, 2008, 2009 CPD ¶ 9 at 3. When an agency engages in discussions with an offeror, the discussions must be "meaningful," that is, sufficiently detailed so as to lead an offeror into the areas of its proposal requiring amplification or revision. See FAR 15.306(d)(3); *Southeastern Kidney Council*, B-412538, Mar. 17, 2016, 2016 CPD ¶ 90 at 4. Agencies, however, are not required to "spoon-feed" an offeror during discussions by identifying every possible area where a proposal might be improved or suggesting alternative approaches. *Vizada Inc.*, B-405251 *et al.*, Oct. 5, 2011, 2011 CPD ¶ 235 at 11.

Here, the record shows that, following discussions, ManTech revised its quotation by inserting the words "development, test, integration, and operations support," deleting one task that used the word "O&M," and adding several tasks descriptions. AR, Tab 5-1, ManTech Phase One Quotation at 12; see *also* Comments and Supp. Protest at 9 (showing track changes). After evaluating ManTech's revised quotation, the agency found that its concerns were not resolved and identified this as a decreased confidence area. AR, Tab 6-1, Consensus Evaluation (Corporate Experience) at 5. As the contracting officer explains, the information added to ManTech's quotation was still "clearly O&M activit[y]" and failed to meet the solicitation's requirements to address the various elements of SAFe framework. COS at 11.

Based on our review of the record, we find no basis to question the agency's evaluation of ManTech's quotation under the corporate experience factor or the adequacy of the discussions. In revising its quotation, ManTech inserted various words and deleted the task that specifically referenced O&M--but, in evaluating the revised quotation, the agency considered the entirety of the quotation and found that it still did not address development, test, integration and O&M. In our view, the agency reasonably concluded that ManTech's revised quotation still failed to meaningfully address the solicitation requirements and the agency's concerns raised during discussions. Moreover, the plain language of the agency's evaluation notice identified the aspects of ManTech's quotation that needed to be addressed to include the agency's express concern that

ManTech's experience reflected O&M work rather than the broader requirements of the task order. ManTech's various expressions of disagreement, without more, are insufficient to establish that the agency acted unreasonably. Accordingly, this protest ground is denied.

Staffing Approach Factor

For the staffing approach factor, the agency assigned ManTech's quotation a rating of "some confidence," and found six areas that decreased the agency's confidence in ManTech's successful task order performance. ManTech's protest expresses its disagreement with each of the assessments.

For example, the agency criticized ManTech's focus on hiring of incumbent staff at the beginning of the transition period, and its failure to begin recruiting external hires until after the first [redacted] days, describing this as a "reactive approach to staffing and transition that introduces significant risk."¹⁶ AR, Tab 8, Basis of Award at 11; see AR Tab 6-2, Consensus Evaluation (Staffing Approach) at 3-4. ManTech acknowledges that its quotation stated that, following the first [redacted] days of the transition period, ManTech would "[c]onduct internal and external hiring and outreach events (if needed)," see AR, Tab 5-1, ManTech Quotation at 22, but nonetheless, asserts that the agency's concern was "unreasonable." Protest at 31.

The agency defends its assessment on the basis that ManTech's quotation indicated it would delay recruitment activities for external hires until after the first portion of the transition period had passed, concluding that ManTech's focus on incumbent capture rather than "simultaneously" conducting external recruitment activities created risk that could "disrupt work." COS at 13-14; see AR, Tab 6-2, Consensus Evaluation (Staffing Approach) at 3-4. More specifically, the agency notes that ManTech's delayed approach to recruiting external hires could "create a security backlog and place a significant strain on the onboarding process." COS at 13-14.

As noted above, our Office will not reevaluate quotations, nor substitute our judgment for that of the agency; rather, we will review the record to ensure that the agency's evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. See, e.g., *VariQ Corp.*, *supra*.

Here, ManTech acknowledges the agency's "correct" reading of its quotation. Comments and Supp. Protest at 10-11. While ManTech contends that the agency "ignored" other "pre-transition recruitment activities" in its quotation, *id.*, the protester does not explain how this addressed the RFQ's transition requirements or mitigated the

¹⁶ As noted above, the RFQ required vendors to discuss their proposed "methodologies and capabilities to recruit and retain employees"; stated that "[i]f the Quoter's transition approach is 'incumbent capture', the Quoter shall provide mitigation strategies if incumbent capture is not successful"; and provided that the agency would make confidence assessments regarding each vendor's approach. RFQ at 54-55, 64.

agency's concerns about recruiting delays during transition. For example, ManTech's quotation indicated it had [redacted], but these activities were limited to the time period leading up to a possible task order award and not during transition. See AR, Tab 5-1, ManTech Phase One Quotation at 21. These aspects of the quotation do not address ManTech's decision to wait until [redacted] days into the transition period to address staffing if incumbent capture was not successful. On this record, we find no basis to question the agency's concerns regarding the potential risks associated with ManTech's staffing approach. This protest ground is denied.

Best-Value Tradeoff Decision

Finally, ManTech challenges the agency's best-value tradeoff decision "based upon an improper evaluation." Protest at 37. To the extent this complaint is based on ManTech's various allegations that we have rejected, the protest fails to state a valid basis of protest. See, e.g., *CORE O'Ahu, LLC*, B-421714, B-421714.2, Aug. 31, 2022, 2023 CPD ¶ 212 at 11. In any event, the record shows that the agency considered the detailed evaluation documentation, compared the competing quotations, and concluded: "Even though ManTech's solution is lower priced, the Government determined the lower price is not worth the risks associated with its Staffing Approach and ability to successfully execute work within the SAFe framework." AR, Tab 8, Basis of Award at 15. On the record here, ManTech has not established that the agency's best-value tradeoff decision was flawed.

The protest is dismissed in part and denied in part.

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