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Decision

Matter of: ManTech Advanced Systems International, Inc.

File: B-421749.4; B-421749.6; B-421749.8

Date: August 29, 2024

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DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal under an experience/past performance factor is denied where the protester's arguments are premised on an unreasonable interpretation of the solicitation.
 2. Protest of agency's evaluation of proposals under a staffing elements factor is denied where the evaluation was consistent with the terms of the solicitation.
 3. Protest that awardee has an unmitigated organizational conflict of interest is dismissed as academic where the agency waived the alleged conflict, and the waiver was consistent with the requirements of the Federal Acquisition Regulation.
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DECISION

ManTech Advanced Systems International, Inc., of Herndon, Virginia, protests the issuance of a task order to Maximus Federal Services, of Reston, Virginia, under request for proposals (RFP) No. 70T020-21-R-7554N001, issued by the Department of Homeland Security, Transportation Security Administration (TSA) for services to support the operations and maintenance of various agency systems. The protester challenges various aspects of the agency's evaluation of the offerors' proposals, and the best-value tradeoff decision.

We deny the protest.

BACKGROUND

TSA issued the RFP on March 26, 2021, under the General Services Administration Alliant 2 governmentwide acquisition contract and pursuant to Federal Acquisition Regulation (FAR) section 16.505 procedures. Contracting Officer's Statement (COS) at 1. The RFP sought a contractor to support the operations and maintenance of various mission support systems. *Id.* Agency Report (AR), Tab 8, RFP at 536.¹ TSA refers to the procurement as OPTIMA, which stands for operations, technology, innovation, and management. COS at 1. The solicitation contemplated issuing a task order with both fixed-price and labor hour contract line items, a 4-month transition-in period, an 8-month base period, and five 12-month option periods. RFP at 454.

The solicitation established that award would be made on the basis of a best-value tradeoff using the following factors: (1) demonstrated relevant corporate experience and past performance (referred to here as "experience"); (2) technical expertise; (3) staffing/scheduling, key personnel, and transition-in (referred to here as "staffing elements"); (4) oral presentation; and (5) price. RFP at 518-19. The RFP provided that the demonstrated experience factor was the most important factor. *Id.* at 519. The technical expertise and staffing elements factors were of equal importance, and when combined, they were less important than the experience factor, and more important than the oral presentation factor. *Id.* The nonprice factors, when combined, were significantly more important than price. *Id.* The RFP stated: "the Government will not make an award at a significantly higher overall price to achieve a marginal increase in superior technical capability." *Id.* at 518.

As relevant here, for the experience factor, the solicitation required offerors to provide descriptions of their experience related to four specific aspects of performance² and to submit no more than three experience examples.³ RFP at 503-04. With respect to the evaluation under this factor, the RFP stated: "The Government will assess its level of confidence that the contractor will successfully perform the requirements of the [Performance Work Statement (PWS)] (Sections 4 Scope, and 5 Technical Requirements) based on their recent and relevant corporate experience and past

¹ Citations to the record use the tab number of the document and the agency-assigned bates number as produced in the agency report.

The agency issued 12 amendments to the RFP. COS at 1-3. Amendment 6, issued on August 17, 2021, and submitted as tab 8 to the agency report, provided the final version of the instructions and evaluation criteria. See COS at 2. All references to the RFP in this decision refer to the version of the solicitation issued with amendment 6.

² For example, one of the prompts for information was "Describe the Offeror's experience operating two geographically dispersed data centers under the same support contract." RFP at 503.

³ The examples were required to be based upon the offeror's response to the four prompts. RFP at 504.

performance as a prime contractor” and listed six elements that would be considered in assessing confidence. *Id.* at 520. One of those elements was whether the offeror’s experience examples were relevant and corresponded to the four aforementioned aspects of performance. *Id.* The RFP defined “Relevant experience” as “similar size, scope, and complexity as defined in Section 3 - Objectives of the PWS.”⁴ *Id.* at 504.

As also relevant here, for the staffing elements factor, offerors were required to submit a staffing matrix with the labor mix to be used during performance and a staffing plan for the 120-day transition-in period. RFP at 508-09. For this factor, the RFP stated that TSA would evaluate whether the offeror would successfully perform the PWS’s technical requirements, considering specific elements for staffing/scheduling, key personnel, and transition-in. *Id.* at 521. For example, the agency would assess whether the offeror’s staffing matrix aligned with the minimum required technical experience. *Id.* For the transition-in, TSA would assess whether the offeror’s proposed transition-in methodology could be accomplished based on the proposed staffing matrix and the timeline for onboarding those personnel. *Id.*

Evaluation of Proposals

TSA received timely proposals from four offerors, including ManTech and Maximus. See AR, Tab 55, Source Selection Authority (SSA) Briefing at 2863. In June 2022, TSA opened discussions with ManTech, Maximus, and a third offeror (referred to here as Offeror No. 3) and later requested final proposal revisions. COS at 3-4. TSA evaluated the revised proposals as follows:

	ManTech	Maximus	Offeror No. 3
Experience	Some Confidence	Some Confidence	Some Confidence
Technical Expertise	High Confidence	Some Confidence	Some Confidence
Staffing Elements	Some Confidence	High Confidence	High Confidence
Oral Presentation	Low Confidence	Low Confidence	High Confidence
Price	\$199,366,906	\$170,966,081	\$259,952,279

AR, Tab 55, SSA Briefing at 2868.

As relevant here, in evaluating ManTech’s proposal under the experience factor, the evaluators noted that ManTech submitted two experience examples, and although both

⁴ The first page of Section 3 of the PWS featured a section titled “Objective” that included 10 “tasks for support.” RFP at 537. The next page of PWS section 3 listed six “overarching objectives that will be met by the OPTIMA contractor.” *Id.*

were recent and comparable to the OPTIMA task order in terms of dollar value, the examples were not comparable in terms of scope because the examples did not address four of the 10 support tasks identified in PWS section 3.⁵ AR, Tab 46, ManTech Experience Evaluation at 2742. The evaluators assigned ManTech's proposal a rating of some confidence under this factor. *Id.*

As also relevant here, when TSA evaluated ManTech's proposal under the staffing elements factor, the evaluators identified a discrepancy between the protester's transition-in plan and its staffing matrix. AR, Tab 49, ManTech Technical & Staffing Evaluation at 2767. Specifically, the evaluators observed that ManTech's staffing plan for the transition-in period indicated that [DELETED] personnel would onboard, but the staffing matrix listed a total of [DELETED] personnel.⁶ *Id.* The evaluators concluded that it was unclear how many personnel ManTech was proposing, and that the proposal did not demonstrate ManTech's ability to meet all of the transition-in requirements because of the inconsistency. *Id.* The evaluators wrote: "Given the inconsistent information in the Transition-in plan, the Government has some confidence that the Offeror understands the requirements, proposes a sound approach, and will be successful in performing the contract with some Government intervention." *Id.*

First Award Decision & Protest

The contracting officer consulted with the evaluation teams and prepared a tradeoff analysis and award recommendation for the SSA. AR, Tab 54, Tradeoff & Award Recommendation at 2842. The contracting officer first compared Maximus's proposal to ManTech's proposal and then compared Maximus's proposal to the proposal submitted by Offeror No. 3. *Id.* at 2844, 2851. As relevant here, in comparing Maximus's proposal to ManTech's proposal under the experience factor, the contracting officer found that ManTech's proposal "provide[d] minor technical advantage," but

⁵ The evaluators found that the following tasks were not addressed: cybersecurity, change control and document management support, asset management, and telecom. AR, Tab 46, ManTech Experience Evaluation at 2742. The evaluators noted that ManTech's proposal demonstrated experience with the six objective statements from section 3 of the PWS. *Id.*

⁶ TSA noted that the three positions missing from ManTech's staffing plan for transition-in appeared to be an information technology project manager, a technical writer, and a management analyst. AR, Tab 49, ManTech Technical & Staffing Evaluation at 2767.

The evaluators also identified a three-person discrepancy in Maximus's staffing matrix. AR, Tab 35, Maximus Technical & Staffing Evaluation at 2677. Namely, the agency found that Maximus proposed a phased approach to onboarding, and while the transition-in plan indicated [DELETED] personnel would onboard during the first 30 days, the staffing matrix provided that [DELETED] personnel would onboard during the same period. *Id.* TSA found that although it was unclear when during the 120-day transition-in period the remaining three individuals would onboard, Maximus could successfully transition-in with [DELETED] personnel during the first 30 days.

concluded this was “not a major technical discriminator.” *Id.* at 2844, 2846. For the technical expertise factor, the contracting officer found that ManTech’s approach presented less risk and was of greater value to TSA. *Id.* at 2846. For the staffing elements factor, the contracting officer determined that Maximus’s proposal provided more benefits and less risk because Maximus’s helpdesk schedule used shorter shifts, and its transition plan presented less risk.⁷ *Id.* at 2847-48. As for the oral presentation factor, the contracting officer stated that Maximus’s proposal provided a technical advantage because its approach presented fewer risks than were identified in ManTech’s approach. *Id.* at 2848. Finally, with respect to price, the contracting officer noted that ManTech’s total evaluated price was approximately 16 percent higher than Maximus’s.⁸ *Id.* at 2850.

After comparing Maximus’s proposal to the proposal submitted by Offeror No. 3, the contracting officer made a best-value determination. AR, Tab 54, Tradeoff & Award Recommendation at 2860. The contracting officer noted that Maximus’s proposal received comparable ratings to the other proposals under the most important factors, and Maximus proposed the lowest price by a significant margin. *Id.* The contracting officer concluded that the proposals submitted by ManTech and Offeror No. 3 did not warrant paying a higher price, and the contracting officer recommended that the task order be issued to Maximus. *Id.* TSA issued the task order to Maximus in May 2023. COS at 4.

ManTech filed a protest with our Office, B-421749, challenging the agency’s evaluation of its proposal under the demonstrated experience factor, as well as TSA’s evaluation of ManTech’s transition-in plan. ManTech also argued that Maximus should have been disqualified from the competition because Maximus’s performance of another task order created an impaired objectivity organizational conflict of interest (OCI). The agency notified our Office that it was taking voluntary corrective action to investigate the alleged OCI, and also indicated it would also consider the remaining protest allegations. Based on the proposed actions, our Office dismissed the protest as academic. *ManTech Advanced Systems International, Inc.; Salient CRGT, Inc., B-421749 et al.*, June 26, 2023 (unpublished decision).

⁷ The contracting officer observed that both offerors’ transition-in plans contained discrepancies. AR, Tab 54, Tradeoff & Award Recommendation at 2848. The contracting officer determined that the discrepancy in Maximus’s proposal presented less risk because the timing of when the three individuals onboarded during the 120-day transition period would not impact the effectiveness of the transition-in. *Id.* At the same time, the contracting officer found that the discrepancy in ManTech’s proposal created uncertainty as to whether the three individuals would onboard at all. *Id.*

⁸ The contracting officer noted that ManTech proposed more personnel and labor hours, but TSA found that Maximus’s proposed staffing was adequate. AR, Tab 54, Tradeoff Analysis & Award Recommendation at 2850.

After conducting the OCI investigation, on May 10, 2024, the contracting officer prepared a memorandum to document TSA's analysis of the alleged impaired objectivity OCI. As set forth in the memorandum, the contracting officer concluded that Maximus's performance of the Computer Network Defense (CND) task order and the OPTIMA task order would not give rise to an OCI. AR, Tab 31, OCI Determination at 2641.

Second Award Decision

TSA did not reevaluate the offerors' proposals as part of the voluntary corrective action. Instead, the evaluators reaffirmed their prior findings and again recommended that Maximus's proposal be selected for award. AR, Tab 56, Source Selection Decision (SSD) at 2897. The SSA concurred with the evaluators' findings and recommendation and reaffirmed the prior decision that Maximus's proposal represented the best value.⁹ *Id.*

TSA issued the task order to Maximus on May 20, 2024. After requesting and receiving a debriefing, ManTech filed this protest with our Office.¹⁰

DISCUSSION

ManTech challenges various aspects of the conduct of the procurement. First, the protester challenges the agency's evaluation of ManTech's proposal under the experience factor. Next, ManTech argues that TSA's evaluation of the offerors' proposals under the staffing elements factor was unequal and otherwise unreasonable. The protester also contends that TSA failed to reasonably consider whether Maximus had a disqualifying impaired objectivity OCI. As discussed below, we find no basis to sustain any of ManTech's protest allegations.¹¹

⁹ In reaffirming that Maximus's proposal represented the best value, the SSA referenced the three-person discrepancy that the evaluators identified in Maximus's transition-in plan and stated that it did not have a "major impact" on the selection decision. AR, Tab 56, SSD at 2897.

¹⁰ The agency identifies the value of the task order as approximately \$170.9 million. AR, Tab 58, ManTech Notice of Award at 2901. The protest therefore falls within our statutory grant of jurisdiction to hear protests in connection with task and delivery orders valued in excess of \$10 million issued under civilian agency multiple-award indefinite-delivery, indefinite-quantity contracts. 41 U.S.C. § 4106(f).

¹¹ While our decision does not specifically discuss every argument or variation of arguments presented during the course of the protest, we have considered all of the allegations and find that none provides a basis to sustain the protest. For example, based on our review of the record, we reject ManTech's argument that its proposal demonstrated relevant experience for nine of the 10 tasks. Protest at 8 n.4. The evaluators reasonably found that the protester's proposal lacked sufficient information
(continued...)

At the outset, we note that the task order competition was conducted pursuant to FAR part 16. Under these provisions, the evaluation of proposals, including the determination of the relative merits of proposals, is primarily a matter within the contracting agency's discretion, because the agency is responsible for defining its needs and the best method of accommodating them. *CSRA LLC*, B-417635 *et al.*, Sept. 11, 2019, 2019 CPD ¶ 341 at 9. In reviewing protests challenging the evaluation of an offeror's proposal, it is not our role to reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with the solicitation's evaluation criteria and applicable procurement statutes and regulations. *Mission Essential, LLC*, B-418767, Aug. 31, 2020, 2020 CPD ¶ 281 at 5; *Distributed Sols., Inc.*, B-416394, Aug. 13, 2018, 2018 CPD ¶ 279 at 5. A protester's disagreement with the agency's judgment, without more, is not sufficient to establish an agency acted unreasonably. *CSRA LLC*, *supra*.

Experience Factor Evaluation

ManTech's objections to the evaluation of the experience factor reflect differing interpretations of provisions in the RFP that established how the offerors' experience examples would be evaluated for relevance. At issue is whether the standard is to be found in the 10 tasks set forth in PWS section 3 (on which the agency relies); or is limited to the 6 overarching objectives, also from PWS section 3 (as the protester asserts).

The RFP defined "Relevant experience" as "similar size, scope, and complexity as defined in Section 3 - Objectives of the PWS."¹² RFP at 504. On the first page of PWS section 3, under the heading "Objective," the PWS stated that the contractor would be required to support and provide innovative skills and best practices for a host of systems, which would "include, but not be limited to" a list enumerating 10 "tasks for support." RFP at 537. On the following page, within PWS section 3, the PWS listed 6 "overarching objectives that will be met by the OPTIMA contractor." *Id.* at 538.

As noted above, when TSA evaluated ManTech's experience examples for relevance, the evaluators concluded that the submitted examples were recent and comparable in size to the estimated value of this procurement. Regarding the scope element of relevance, however, the evaluators compared the protester's 2 experience examples to the 10 support tasks in PWS section 3 and found that the protester's examples did not involve 4 of the tasks. The evaluators concluded that the examples were therefore not

about several tasks. While ManTech disagrees with TSA's evaluation judgments, the protester has failed to establish that the evaluation as unreasonable. *CSRA LLC*, *supra*.

¹² The first page of Section 3 of the PWS featured a section titled "Objective" that included 10 "tasks for support." RFP at 537. The next page of PWS section 3 listed six "overarching objectives that will be met by the OPTIMA contractor." *Id.* at 538.

comparable in terms of scope, and the agency considered ManTech's experience to be of "some relevance." AR, Tab 46, ManTech Experience Evaluation at 2742.

The protester asserts that the evaluation should have been limited to the 6 objectives, and it argues that it was unreasonable for TSA to downgrade its proposal for not addressing all 10 tasks. TSA responds that the evaluation was consistent with the RFP, which defined relevance as being similar in size, scope, and complexity to the PWS Section 3 - Objective." Memorandum of Law (MOL) at 5.

Where a dispute exists as to a solicitation's actual requirements, we begin by examining the plain language of the solicitation. *Point Blank Enters., Inc.*, B-411839, B-411839.2, Nov. 4, 2015, 2015 CPD ¶ 345 at 4. When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Nelnet Diversified Sols., LLC*, B-418870.2 *et al.*, Oct. 19, 2020, 2020 CPD ¶ 329 at 10.

ManTech contends that TSA clarified that the relevance of offerors' experience examples would be assessed against the six overarching objectives that follow the 10 items listed first under Section 3 Objective. Protest at 5-7. To support its position, the protester points to the agency's response during the question and answer process for the RFP, where an offeror stated that it would be impossible to provide the information required for each experience example--including addressing the entirety of PWS sections 4 and 5--in the number of pages permitted. AR, Tab 4, RFP amend. 2 at 278. TSA responded by increasing the page limit for proposals and stating: "Offerors' written summary of relevant corporate experience should tie into the six (6) overarching objectives in Section 3 of the PWS instead of the entirety of Sections 4 and 5." *Id.* The protester contends that its interpretation is reasonable because, by specifically referencing the six "overarching objectives" in PWS section 3, the agency implied that offerors were required to address the 6 objectives--and not the 10 tasks that were also set listed under Section 3. Comments & Supp. Protest at 15.

We reject ManTech's argument because it is not a reasonable interpretation of the agency's answer to the question that was posed. While the response stated that offerors' summaries of experience should be tied into the six objectives, the agency did not state that offerors need not address the clearly stated scope of work identified in the 10 tasks that precede the six objectives under Section 3. Similarly, the statement that the summaries should "tie into" these objectives instead of "the entirety of sections 4 and 5" did not eliminate any of the PWS section 3 requirements. Tying the examples to the 6 overarching requirements does not suggest that firms were to forego any discussion of the clearly stated 10 tasks listed under Section 3--tasks that the contractor will be required to support in performance of the task order--as they are not mutually exclusive. It is clearly possible to both tie the offerors' experience examples to the 6 overarching objectives listed while also addressing the 10 tasks the contractor will be required to support as expressly highlighted under Section 3. Such a reading gives

effect to the fact that the solicitation plainly defined relevance with respect to “Section 3 Objectives,” which includes the 10 tasks and the 6 overarching objectives, rather than defining relevance as limited to the overarching objectives within Section 3. What the agency’s response during the question and answer process made clear was that offerors did not have to address the entirety of the agency’s requirements as set forth in sections 4 and 5 of the PWS, which go into substantially greater specificity.

An interpretation is not reasonable if it fails to give meaning to all of a solicitation’s provisions, renders any part of the solicitation absurd or surplus, or creates conflicts. *HumanTouch, LLC, B-419880 et al.*, Aug. 16, 2021, 2021 CPD ¶ 283 at 6. Here, by eliminating a portion of the section 3 requirements, namely the 10 tasks first listed under section 3 that the contractor will be required to support, the protester’s interpretation of relevance disregards a substantial portion of section 3 of the PWS--and the solicitation’s definition of relevancy. Accordingly, we deny this ground of protest.

Staffing Elements Factor Evaluation

The protester also challenges TSA’s evaluation of the offerors’ proposals under the staffing elements factor. First, ManTech complains that the agency unreasonably faulted ManTech for an inconsistency in its proposal. Protest at 8. Second, the protester alleges that TSA failed to credit ManTech for its more robust staffing approach. We address each argument below.

As noted above, when the evaluators reviewed ManTech’s proposal, TSA identified a three-person discrepancy between the staffing plan for the transition-in period, which indicated [DELETED] personnel would on-board, and the staffing matrix, which indicated that [DELETED] personnel would support task order performance. AR, Tab 49, ManTech Technical & Staffing Evaluation at 2764; AR, Tab 29, ManTech Technical & Staffing Proposal at 2382; AR, Tab 29a, ManTech Proposal Attach. 6.

The protester contends that TSA’s criticism results from an unreasonable reading of ManTech’s proposal. Protest at 8-9. The protester asserts that the proposal’s transition-in staffing plan was intended to depict “the phased timeline for transitioning the *permanent* workforce onto the new task order.” *Id.* at 9. The protester argues that TSA should have understood that the three additional employees shown in the staffing matrix were limited to the transition period based on a graphic elsewhere in its proposal that identified its four-person transition leadership and transition management team.¹³ Comments & Supp. Protest at 17 (*citing* AR, Tab 29, ManTech Technical & Staffing Proposal at 2382).

¹³ The protester also argues the distinction should have been evident because one of the columns in the staffing matrix identifies the contract line items coinciding with each position, and the only contract item line number listed for the three positions corresponds with the transition-in. Comments & Supp. Protest at 17-18.

We have reviewed the record and find no basis to question the agency's evaluation. ManTech's arguments are without a basis because the staffing plan was supposed to depict the offeror's staffing *for the transition-in*. RFP at 510. Thus, the protester's assertion that it omitted personnel from the staffing plan because they are not part of the permanent workforce and are transition-specific personnel appears to be inconsistent with the requirements of the solicitation. In any event, as the agency notes, there is no explanation in ManTech's proposal as to why the staffing plan for transition-in includes [DELETED] personnel and the staffing matrix includes [DELETED] personnel. MOL at 10. It is an offeror's responsibility to submit a well-written proposal that allows a meaningful review by the procuring agency, and where an offeror fails to do so, it runs the risk that a procuring agency will evaluate its proposal unfavorably. *MVL-SAQA JV LLC*, B-415610, B-415610.2, Feb. 1, 2018, 2018 CPD ¶ 91 at 8. Here, responsibility for the evaluators' alleged misreading was, at best, caused by the protester's failure to clearly distinguish between transition-specific personnel and permanent personnel in its proposal.¹⁴

The protester also complains that TSA unreasonably failed to credit ManTech for its more robust staffing approach. Comments & Supp. Protest at 20-21. The protester states that it proposed [DELETED] labor hours in the base year--compared to the [DELETED] hours that Maximus proposed for the same period--and its proposed staff was more experienced. Supp. Comments & 2nd Supp. Protest at 4, 6. TSA responds that the solicitation did not require offerors to propose any specific number of personnel or hours, and the RFP did not state that TSA would find a larger quantity of either to be more advantageous. Supp. MOL at 6. The agency states that, in accordance with the

¹⁴ ManTech also asserts that the agency engaged in disparate treatment in penalizing ManTech's proposal for this three-person discrepancy when Maximus's proposal include a similar discrepancy, and Maximus's proposal was not criticized. Comments & Supp. Protest at 20. TSA responds that the offerors proposed different approaches, and the identified discrepancies are not comparable. Supp. MOL at 2. When a protester alleges disparate treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the proposals. *Sigmatech, Inc.*, B-419565 *et al.*, May 7, 2021, 2021 CPD ¶ 241 at 20; *IndraSoft, Inc.*, B-414026, B-414026.2, Jan. 23, 2017, 2017 CPD ¶ 30 at 10. Here, TSA's concern with the discrepancy in Maximus's transition-in plan pertained to whether the three individuals would transition within the first 30 days or later during the 120-day transition-in period; the agency's concern with the discrepancy in ManTech's proposal related to whether the three individuals would onboard at all. Supp. MOL at 2-3. The evaluators found that although it was preferable to have more resources earlier in the transition period, Maximus's proposed approach was adequate. AR, Tab 35, Maximus Technical & Staffing Evaluation at 2677. In contrast, when the evaluators reviewed ManTech's proposal, they were unable to determine how many personnel ManTech was proposing. AR, Tab 49, ManTech Technical & Staffing Evaluation at 2767. Accordingly, we deny this protest allegation because ManTech has not shown that the evaluators' judgments did not result from differences in the offerors' proposals.

RFP, it considered whether each offeror's staffing matrix demonstrated an ability to perform the requirements. *Id.*

The evaluation of proposals is a matter within the agency's discretion, and a protester's disagreement with the agency's judgment of the relative merit of competing proposals, without more, does not establish that the evaluation was unreasonable. *Sigmatech, Inc., supra*, at 20. Furthermore, an agency's judgment that the features identified in a proposal did not significantly exceed the requirements of the solicitation, and thus did not warrant the assessment of unique strengths, is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *NetCentrics Corp.*, B-421172.2, B-421172.3, Oct. 23, 2023, 2023 CPD ¶ 247 at 15.

Here, the RFP provided that in evaluating offerors' proposed staffing and scheduling, TSA would assess whether the proposed approach would successfully perform the PWS requirements and whether the proposed staffing matrix aligned with the minimum required technical expertise. RFP at 521. TSA found that ManTech's approach met, but did not exceed, the requirements, because more personnel or more experienced personnel did not provide a benefit to the agency. Here, the protester fails to demonstrate that it was unreasonable for the agency to conclude that ManTech's proposal met, but did not exceed, the solicitation's stated requirements. Accordingly, we reject the protester's assertions that it was unreasonable for the agency not to credit this aspect of its proposal. See *Tech Marine Business, Inc.*, B-420872 *et al.*, Oct. 14, 2022, 2022 CPD ¶ 260 at 9.

Organizational Conflict of Interest

ManTech argues that issuing the OPTIMA task order to Maximus creates an impaired objectivity OCI based on Maximus's performance of both the CND and OPTIMA task orders. According to ManTech, in performance of its CND task order, Maximus will be required to review its own activities under the OPTIMA task order, thereby potentially compromising Maximus's ability to objectively and impartially perform the contractual obligations under the CND task order. More specifically, ManTech alleges that under the CND task order, Maximus will have to review and investigate security incidents that occur on the systems maintained by the OPTIMA contractor, provides TSA with subject matter expertise concerning remediation and mitigation efforts taken by the OPTIMA contractor in response to those incidents, and make recommendations about improving systems maintained under the OPTIMA task order. Comments & Supp. Protest at 4-13.

The agency presented a detailed defense of its actions in its initial agency report. On July 29, 2024, following the agency's submission of its reports responding to ManTech's initial and supplemental protests, the GAO attorneys assigned to this protest conducted a conference call with the parties. During that call, the GAO attorneys raised questions about the contracting officer's conclusion that in performing the CND task order, Maximus was not required to use subjective judgment in reviewing work performed under the OPTIMA task order. See AR, Tab 31, OCI Determination at 2644.

On July 31, the head of TSA's contracting activity executed a waiver of the potential OCI identified by ManTech, pursuant to FAR section 9.503. AR, Tab 62, OCI Waiver.

We dismiss ManTech's protest allegations challenging TSA's consideration of the alleged OCI because agencies may waive an OCI in accordance with FAR section 9.503.

The FAR requires that contracting officials avoid, neutralize, or mitigate significant potential conflicts of interest 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. The FAR also provides that an agency may, as an alternative to avoiding, neutralizing, or mitigating an OCI, execute a waiver determining that application of the FAR's OCI provisions in a particular circumstance is not in the government's interest. FAR 9.503. While our Office will review an agency's execution of an OCI waiver, our review is limited to consideration of whether the waiver complies with the requirement of the FAR, that is, whether it is in writing, sets forth the extent of the conflict, and is approved by the appropriate individual within the agency. *Accenture Fed. Servs., LLC*, B-421134.2 *et al.*, April 12, 2023, 2023 CPD ¶ 90 at 10; *ARES Tech. Servs. Corp.*, B-415081.2, B-415081.3, May 8, 2018, 2018 CPD ¶ 153 at 4. As a general rule, our Office will dismiss as academic a protest challenging an OCI when the agency elects to waive the OCI. *ARP Scis., LLC*, B-415318.5, B-415318.6, Aug. 9, 2018, 2018 CPD ¶ 302 at 8; *SRA Int'l, Inc.*, B-407709.5, Dec. 3, 2013, 2013 CPD ¶ 281 at 6; *AT&T Gov't Sols., Inc.*, B-407720, B-407720.2, Jan. 30, 2013, 2013 CPD ¶ 45 at 4.

Here, the protester does not argue that TSA's waiver was deficient under the terms of FAR section 9.503. See ManTech Resp. to OCI Waiver. There is no dispute that the waiver is in writing, sets forth the extent of the potential OCI on the part of Maximus, and was signed by TSA's Head of the Contracting Activity--the individual authorized to execute such a waiver. See AR, Tab 62, OCI Waiver. Accordingly, we dismiss this protest ground.¹⁵

The protest is denied.

Edda Emmanuelli Perez
General Counsel

¹⁵ The protester also challenges the agency's best-value tradeoff decision based on its challenges to the underlying evaluation. This assertion is derivative of ManTech's various complaints that we have rejected. Accordingly, we dismiss the challenges to the best-value tradeoff because these derivative allegations do not establish an independent basis of protest. *Trademasters Serv.*, B-418522.2 *et al.*, April 2, 2021, 2021 CPD ¶ 161 at 11.