



441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

Decision

Matter of: CivitasDX, LLC

File: B-423968; B-423968.2

Date: February 5, 2026

Anuj Vohra, Esq., Cherie J. Owen, Esq., William B. O'Reilly, Esq., Edward V. North, Esq., and Emily P. Golchini, Esq., Crowell & Moring LLP, for the protester.

James Y. Boland, Esq., Lindsay M. Reed, Esq., Emily R. Marcy, Esq., and Patrick J. Brogan, Esq., Venable LLP, for Sprezzatura-GovernmentCIO Joint Venture LLC, the intervenor.

Nicholas Pantages, Esq., Lolitha McKinney, Esq., and Mellany Alio, Esq., Department of Veterans Affairs, for the agency.

Jacob M. Talcott, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of execution plans is denied where the evaluation was reasonable and in accordance with the terms of the solicitation.

DECISION

CivitasDX, LLC, a service-disabled veteran-owned small business (SDVOSB) of San Diego, California, protests the issuance of a task order to Sprezzatura-GovernmentCIO Joint Venture, LLC (SCIO), an SDVOSB of Arlington, Virginia, under request for task execution plan (RTEP) T4NG-0748, issued by the Department of Veterans Affairs (VA), for information technology (IT) services and staff to support the VA in various mission areas. The protester contends that the agency unreasonably evaluated execution plans, resulting in a flawed source selection decision.

We deny the protest.

BACKGROUND

On June 12, 2024, using the procedures of Federal Acquisition Regulation (FAR) subpart 16.5, the VA issued the solicitation to holders of its transformation twenty-one total technology next generation (T4NG) indefinite-delivery, indefinite-quantity (IDIQ)

contract. Contracting Officer Statement (COS) at 1. The RTEP was set-aside for SDVOSB holders of the T4NG IDIQ contract and anticipated the issuance of a hybrid fixed-price and cost-reimbursable task order for a base period of up to eight months with four 12-month option periods. Agency Report (AR), Tab 4, RTEP at 56. The solicitation sought an offeror to provide staff to design, build, operate, and maintain IT systems for the purpose of streamlining systems, as well as improving scalability, increasing availability of services, ensuring security within VA standards, implementing new technologies, and enabling more efficient delivery of services. *Id.* at 55. The due date for execution plans, as amended, was June 30, 2025.¹ AR, Tab 4D, RTEP amend. 0004 at 1.

The solicitation established that award would be made on a best-value tradeoff basis considering the following three factors: technical approach, past performance, and price. RTEP at 3. The technical approach factor was significantly more important than the price factor, which was slightly more important than the past performance factor. *Id.* The non-price factors combined were significantly more important than the price. *Id.*

For the technical approach factor, the solicitation required offerors to describe their approach in the following five areas: (1) financial management systems; (2) IT products; (3) day one products, including the Veterans Canteen Service Automated Information System (VCS AIS), Human Resources Payroll Application Services (HR-PAS), and the General Counsel Legal Automated Workload System (GCLAWS); (4) estimated level of effort; and (5) management methodology. *Id.* at 2-3. The agency would evaluate an offeror's technical approach factor based on the following subfactors: understanding the problem and feasibility of approach. *Id.* at 4. For the understanding the problem subfactor, the agency would evaluate, among the things, the extent to which the approach described by the offeror demonstrated a clear understanding of all features involved in solving problems, and the ability to meet or exceed the requirements. *Id.* For the feasibility of approach subfactor, the agency would evaluate the extent to which the proposed approach is workable and the end results achievable. *Id.* Under the technical approach factor, the agency would assign execution plans a rating of outstanding, good, acceptable, susceptible to being made acceptable, or unacceptable.² AR, Tab 10, SSA Briefing Slides at 16.

¹ The agency amended the solicitation four times. See AR, Tab 4D, RTEP amend. 0004. All citations to the solicitation refer to the revised solicitation, unless otherwise indicated. All page number citations refer to the Adobe PDF page number of the document provided by the agency.

² As relevant here, a rating of outstanding indicated that the technical approach met or exceeded all of the requirements, demonstrated a thorough understanding of the problems, and is highly feasible (low risk). AR, Tab 10, Source Selection Authority (SSA) Briefing Slides at 16. A rating of acceptable indicated that the plan "at least" met all of the requirements, demonstrated a minimal understanding of the problems, and was minimally feasible (moderate to high risk). *Id.* A rating of unacceptable indicated that the proposal contained at least one major error, omission, or deficiency that
(continued...)

For past performance, which is not at issue in this protest, the agency would assign a numerical score based on the following subfactors: (1) the average of the quality assurance surveillance plan ratings for all awarded task orders; (2) the extent to which small business participation goals have been met; and (3) the extent to which the threshold percentage of veterans employed has been maintained. RTEP at 6. The agency would assign a maximum value of 20 points where subfactor one could receive up to 10 points, subfactor two could receive up to 5 points, and subfactor three could receive up to 5 points. *Id.* For price, the agency would evaluate an offeror’s total evaluated price, which consisted of the sum of fixed-price items and cost-reimbursable items. *Id.* at 5.

The agency received timely execution plans from eleven offerors, including Civitas and SCIO. COS at 3. The evaluation results for Civitas’s and SCIO’s execution plans were as follows:

	Civitas (Offeror C)	SCIO (Offeror H)
Technical Approach	Outstanding	Acceptable
Past Performance	16.4	11.6
Price	\$124,992,876	\$79,449,486

AR, Tab 12, Unsuccessful Offeror Letter at 2.

In conducting its tradeoff, the agency noted that Civitas’s execution plan was superior to SCIO’s execution plan under the technical approach factor. AR, Tab 11, Source Selection Document (SSD) at 7. In this regard, the agency assigned Civitas’s execution plan two significant strengths, one strength, and no negative assessments (*i.e.*, no weaknesses, significant weaknesses, or deficiencies).³ *Id.* at 7-12. The agency explained that it assigned Civitas’s execution plan a significant strength because its technical approach demonstrated a thorough understanding of the agency’s infrastructure, teams, and technologies, and it ensured that operations would continue with minimal downtime. *Id.* at 7. The agency assigned Civitas’s execution plan a second significant strength for its beneficial use of [DELETED] through a “[DELETED].”

indicated a lack of understanding or an approach that could not be expected to meet requirements or involved a very high risk of unsuccessful performance. *Id.*

³ The agency defined a strength as an aspect of a proposal that enhances the merit of the technical plan or increases the probability of successful performance of the contract; it defined a significant strength as an aspect of a proposal that “appreciably enhances” the merit of the technical plan or the probability of successful contract performance. AR, Tab 10, SSA Briefing Slides at 17. The agency defined a weakness as a flaw that increases the risk of unsuccessful performance; it defined a significant weakness as a flaw that “appreciably increases” the risk of unsuccessful performance. *Id.* Last, it defined a deficiency as a “material failure” to meet the requirements or a “combination of significant weaknesses . . . that increases the risk of unsuccessful contract performance to an unacceptable level.” *Id.*

Id. at 8. The agency assigned Civitas’s execution plan a strength for its “comprehensive knowledge” of, among other things, the operating environments, tools and technology, and required business processes. *Id.* at 9-10.

With regard to SCIO’s technical approach, the agency assigned its execution plan one significant strength, no strengths, one significant weakness, and no other negative assessments. *Id.* at 4. The agency explained that SCIO’s execution plan received a significant strength in the same area of Civitas’s first significant strength, noting that SCIO’s technical approach ensured reliable operations with minimal downtime and maintained financial reporting integrity. *Id.* at 8. The agency also assigned SCIO’s execution plan a significant weakness due to its lack of detail in describing its plan to meet day one products--specifically, support for VCS AIS and GCLAWS. *Id.* at 5-6. Notwithstanding this significant weakness, the agency concluded that this area of SCIO’s still met the requirements of the solicitation and therefore, it received a rating of acceptable. *Id.* at 4.

In conducting the tradeoff, the SSA acknowledged that Civitas’s execution plan was superior to SCIO’s execution plan under the technical approach and past performance factors. *Id.* Notwithstanding the superiority of Civitas’s execution plan under these two factors, the SSA concluded that SCIO’s execution plan represented the best value to the agency. *Id.* at 12. The SSA noted that it “fully considered the considerable technical benefits” of Civitas’s execution plan and the significant risk present in SCIO’s execution plan with respect to VCS AIS and GCLAWS but determined that the technical benefit of Civitas’s execution plan was not worth paying the price premium of over \$45 million. *Id.* In light of these considerations, the agency selected SCIO’s execution plan for award.

The agency sent Civitas an unsuccessful offeror letter on September 22, 2025, informing it of the award to SCIO. AR, Tab 12, Unsuccessful Letter at 1. Civitas initially requested a debriefing but later withdrew its request. COS at 3. This protest follows.⁴

DISCUSSION

The protester raises several challenges to the evaluation of the awardee’s execution plan. Specifically, the protester asserts that the agency should have assigned the awardee’s execution plan two deficiencies instead of one significant weakness under the technical approach factor. Comments and Supp. Protest at 9. The protester also argues that the agency unreasonably assigned the awardee’s execution plan a rating of acceptable despite the awardee’s purported inability to meet staffing requirements on day one of performance. Protest at 13. Finally, the protester argues that the agency

⁴ As the awarded value of the task order is \$79,449,486, this protest is within our jurisdiction to hear protests of task orders placed under civilian agency IDIQ contracts valued in excess of \$10 million. 41 U.S.C. § 4106(f)(1)(B); AR, Tab 11, SSD at 23.

unreasonably selected a lower technically rated, lower-priced execution plan for award. *Id.* at 21. For the reasons discussed below, we deny the protest.⁵

In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate proposals or substitute our judgment for that of the agency, as the evaluation of proposals is a matter within the agency's discretion. *General Dynamics Info. Tech., Inc.*, B-421290, B-421290.2, Mar. 1, 2023, 2023 CPD ¶ 60 at 4. Rather, we will review the record to determine whether the agency's evaluation was reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Id.*

Challenge to the Agency's Assignment of a Significant Weakness

The protester argues that the agency should have assigned SCIO's execution plan two deficiencies under the technical approach factor, instead of one significant weakness, which would have rendered its execution plan unawardable. Comments and Supp. Protest at 9. Specifically, Civitas asserts that the agency should have assigned SCIO's execution plan one deficiency for its failure to describe how it intended to meet VCS AIS requirements and another deficiency for its failure to demonstrate its ability to support GCLAWS. *Id.* at 11-14. The agency responds that the evaluators considered these aspects, as well as the remainder of SCIO's technical approach, and reasonably concluded that they posed a significant weakness, rather than a deficiency. Ultimately, the agency argues that it reasonably concluded that SCIO's technical approach at least met the requirements of the solicitation and thus, was acceptable. Supp. Memorandum of Law (MOL) at 7.

As mentioned above, under the technical approach factor, offerors were to describe their approach in five areas, including as relevant here, how the offerors intended to meet the requirement to provide for day one products, including VCS AIS, HR-PAS, and GCLAWS. RTEP at 2-3. As also noted above and relevant here, the RTEP provided that, under the understanding the problem subfactor, the agency would evaluate the extent to which an offeror's execution plan demonstrated a clear understanding of all features involved in solving problems, and the ability to meet or exceed the requirements. *Id.* at 4. In evaluating SCIO's technical approach, the agency noted SCIO failed to adequately address its approach for working with VCS AIS and GCLAWS. AR, Tab 9, SCIO Technical Evaluation Report at 4. With regard to VCS AIS, the agency explained that SCIO failed to demonstrate an understanding of the "[DELETED]." *Id.* Specifically, the agency concluded that SCIO's [DELETED] presented only "[DELETED]" that failed to demonstrate an understanding of the [DELETED]. *Id.* With regard to GCLAWS, the agency stated that SCIO's approach introduced "substantial risk" because it failed to explain how it would [DELETED]. *Id.* Based on this assessment, the agency assigned SCIO's technical approach a

⁵ Although we do not address every argument raised by the protester, we have considered them all and find that none provide a basis to sustain the protest.

significant weakness finding that these shortcomings “appreciably increase[e] the risk of unsuccessful contract performance.” *Id.* at 4-5. For the overall technical rating, the agency assigned SCIO’s technical approach a rating of acceptable because it “at least [met] all of the [g]overnment’s requirements, demonstrate[d] at least a minimal understanding of the problems, and [was] at least minimally feasible (moderate to high risk).” *Id.* at 5.

The protester disagrees with the agency’s evaluation, arguing that the “high levels of risk” associated with SCIO’s failure to demonstrate its ability to support VCS AIS and GCLAWS fell within the RTEP’s definition of a deficiency. See Comments and Supp. Protest at 11. As discussed above, a significant risk was defined as a flaw that “appreciably increases” the risk of unsuccessful performance. AR, Tab 10, SSA Briefing Slides at 17. A deficiency, on the other hand, was defined as a material failure to meet the requirements or a combination of significant weaknesses that increased the risk of unsuccessful contract performance to an unacceptable level. *Id.*

The record reflects that the agency considered the level of risk associated with SCIO’s approach for supporting VCS AIS and GCLAWS and acknowledged, as Civitas points out, that it presented a significant risk to operations during the initial operation period. See AR, Tab 9, SCIO Technical Evaluation at 4. This conclusion, however, fits squarely within the definition of a significant weakness as it “appreciably increase[d]” the risk of unsuccessful performance. See AR, Tab 10, SSA Briefing Slides at 17. Furthermore, the agency’s conclusion that this aspect of SCIO’s execution plan presented significant risk or high risk also falls within the RTEP’s definition of acceptable. *Compare* AR, Tab 10, SSA Briefing Slides at 17 (a rating of acceptable indicates that the plan “at least” met all of the requirements, demonstrated a minimal understanding of the problems, and was minimally feasible (moderate to high risk), *with id.* (a rating of unacceptable indicates that the plan contained at least one major error, omission, or deficiency that indicated a lack of understanding or an approach that could not be expected to meet requirements or involved a very high risk of unsuccessful performance). We also note that, despite these risk areas, the agency still concluded that SCIO’s technical approach demonstrated “a minimal technical understanding of the system and tools required for VCS AIS and GCLAWS.” AR, Tab 11, SSD at 6. Although Civitas disagrees with the agency’s conclusion regarding the severity of these risks, this type of disagreement does not provide a basis to sustain a protest. See *Environmental Chem. Corp.*, B-416166.3 *et al.*, June 12, 2019, 2019 CPD ¶ 217 at 15 (stating that a protester’s belief that the agency should have ascribed even more weight to evaluation findings is “quintessentially” a matter of disagreement with the evaluation).

Furthermore, we see no reason why the agency should have separated SCIO’s approach to VCS AIS and GCLAWS into two distinct areas each deserving an independent deficiency, as the protester asserts. As discussed above, there were five main categories that offerors were to address in their technical volume. See RTEP at 2-3. The third category required offerors to address their approach for meeting day one requirements and supporting a variety of corporate products, which included VCS AIS, HR-PAS, GCLAWS. *Id.* at 3. While the protester narrows its focus on the shortcomings of SCIO’s technical approach as it concerns VCS AIS and GCLAWS, we

note that these products were only part of the list of products under category three. See *id.* Moreover, category three itself was only one category out of the five categories that offerors were to address in their execution plans, and the agency made no additional negative findings in evaluating these remaining categories but assigned SCIO's technical approach a significant strength. See AR, Tab 9, SCIO Technical Evaluation at 2-5. While the protester would have us restrict our analysis to the risk associated with SCIO's technical approach as it concerns VCS AIS and GCLAWS, which, as noted above, still demonstrated at least a minimal understanding of requirements, we have no basis to find the agency's holistic evaluation approach unreasonable or inconsistent with the terms of the solicitation. See *id.* In considering the totality of SCIO's technical approach, the agency concluded that it demonstrated at least a minimal understanding of all the requirements and proposed a minimally feasible approach as a whole. *Id.* at 5. Accordingly, this protest ground is denied.

Challenge to Incumbent Capture Plan

Civitas asserts that the agency unreasonably assigned the awardee's execution plan a rating of acceptable under the technical approach factor despite the awardee's inability to meet the day one performance requirements. Protest at 13. Specifically, Civitas argues that the awardee materially misrepresented its ability to meet the day one staffing requirements by stating in its execution plan that it was engaged in an "active incumbent capture campaign" when, according to the protester, no such effort existed at the time of execution plan submission. Comments and Supp. Protest at 7-8. The agency responds that its evaluation of SCIO's execution plan was reasonable and that the record does not "even remotely suggest" that there were any misrepresentations by SCIO. Supp. MOL at 5.

For a protester to prevail on a claim of material misrepresentation, the record must show that the information is false. *Tapestry Techs., Inc.*, B-416670.2, B-416670.3, Dec. 12, 2019, 2019 CPD ¶ 422 at 7. In addition, a misrepresentation is material where the agency relied upon it and it likely had a significant impact upon the evaluation. *Id.* A protester's unsupported assertion that the awardee made a misrepresentation in its proposal with no evidence amounts to mere speculation and does not provide an adequate basis to sustain a protest. *CACI Techs., Inc.*, B-408858, B-408858.2, Dec. 5, 2013, 2013 CPD ¶ 254 at 7-8.

As discussed above, in addition to proposing a plan to meet certain enumerated corporate products under category three, the solicitation also required offerors to provide support teams on day one. RTEP at 67. Specifically, the solicitation provided that the offeror "shall be prepared to provide" teams of two people, three to four people, five to six people, seven to eight people, and nine to ten people as part of the execution plan. *Id.*

In response to the solicitation, SCIO's execution plan provided that its staffing approach to recruit personnel for these teams included, among other things, assurances that it would secure letters of commitment from incumbent staff prior to award and make any required adjustments to the team within [DELETED] of the contract start date. AR,

Tab 8, SCIO Technical Proposal at 27. SCIO's execution plan further provided that it would use a "[DELETED]" that included fully vetted personnel that were "[DELETED]" within [DELETED] to support day one and future tasks. *Id.* at 20. By using this "[DELETED]" of incumbent capture and [DELETED], SCIO's execution plan explained that it would "minimize onboarding risk." *Id.* at 21. Specific to incumbent capture, SCIO's execution plan provided that it has "taken deliberate, early steps to ensure continuity of institutional knowledge and operational stability through robust engagement with the incumbent staff" and that its "engagement metrics show strong interest and a high likelihood of transition across key roles." *Id.*

The protester points to the above-quoted language regarding incumbent capture from SCIO's execution plan and asserts that SCIO's execution plan "can only be reasonably interpreted to mean exactly what it says--that as of the proposal submission date, SCIO had already conducted 'robust engagement' directly with Civitas' incumbent workforce" and "had received 'strong interest' in response to that engagement." Supp. Comments at 9 (citing AR Tab 8, SCIO Technical Proposal at 18). The protester maintains that those statements are "demonstrably false" and constitute a material misrepresentation.⁶ *Id.* As such, the protester asserts that SCIO's execution plan must be disqualified from the procurement or should have received a deficiency under the technical approach factor because SCIO "did not and does not have the staff to meet" the RTEP's day one requirements. Protest at 17.

In response, the agency asserts that there was nothing improper in its evaluation of SCIO's staffing plan, particularly as it concerns SCIO's plan to recruit the incumbent workforce. MOL at 5. The agency explains that SCIO did not misrepresent its incumbent capture plan as it made no statement that the workforce was fully staffed at the time of execution plan submission; instead, it explained that recruitment was ongoing. Supp. MOL at 4. Furthermore, the agency points out that SCIO's plan to recruit the incumbent workforce was only one aspect of its staffing strategy.⁷ *Id.* at 4.

⁶ In support of its position, the protester provides a declaration from Civitas's [DELETED]. Protest, exh. 8, Decl. of Civitas [DELETED] at 259. The declarant, who is the [DELETED], stated: "In early July, I began receiving multiple reports from Civitas staff . . . [that] representatives from the SCIO member entities . . . were repeatedly reaching out in an attempt to recruit Civitas' workforce for the [instant] task order." Protest, exh. 8, Decl. of Civitas [DELETED] at 259. The declaration further states that "[e]mployees forwarded to Civitas/Cognitive management dozens of examples of these outreach attempts, which the SCIO team made via numerous communication channels---phone, email, text, LinkedIn message, and voicemail." *Id.* In the protester's view, these statements demonstrate that "SCIO did not even begin to engage incumbent workforce until [early July,] following [execution plan] submission [on June 30]" and that it "never received positive feedback to that engagement." Supp. Comments at 9. As such, the protester asserts that the representations in SCIO's execution plan were false. *Id.*

⁷ In response to the protest, the intervenor provided a declaration from SCIO's [DELETED] who was "directly involved in and had oversight responsibility for all

(continued...)

Based on the record, we find that the protester has failed to establish that the awardee made a material misrepresentation in its execution plan or that the agency's evaluation was otherwise improper. For a protester to prevail on a claim of material misrepresentation, the record must show that the information at issue is false. *Commercial Design Group, Inc.*, B-400923.4, Aug. 6, 2009, 2009 CPD ¶ 157 at 6. Here, there is no indication in the record that the information included in SCIO's execution plan regarding its incumbent capture strategy was false. In support of its assertion, Civitas points only to SCIO's post-execution plan submission and post-award recruitment activity as the sole evidence that SCIO's capture plan was unviable. None of the noted activities (*i.e.*, recruitment of incumbent personnel), however, demonstrate that SCIO's execution plan inaccurately represented the status of its incumbent capture efforts. As outlined in SCIO's execution plan, SCIO's recruitment was ongoing at the time of execution plan submission and SCIO would make any necessary adjustments to the team within [DELETED] of the contract start date. See AR, Tab 8, SCIO Technical Proposal at 27. Additionally, as the agency points out, SCIO's incumbent recruitment strategy was only part of its staffing approach. In this regard, in addition to recruiting the incumbent workforce, SCIO's execution plan provided that SCIO would use [DELETED]. *Id.* at 20. Our decisions make clear that it is neither unusual nor inherently improper for an offeror to recruit and hire personnel previously employed by an incumbent contractor. See *Allied Tech. Grp., Inc.*, B-412434, B-412434.2, Feb. 10, 2016, 2016 CPD ¶ 74 at 13-14. Furthermore, the fact that an awardee recruits incumbent personnel after award is, in itself, unobjectionable. *Id.* at 13. Here, although the protester asserts that SCIO misrepresented its plans to recruit incumbent staff, the record does not reflect that SCIO made any false statements in its execution plan. This protest ground is denied.

recruitment activities undertaken" in connection with the procurement, "including incumbent capture." Intervenor Supp. Comments, exh. A, Declaration of SCIO [DELETED] at 1. This individual states that "SCIO's proposal accurately reflected its incumbent capture efforts as of June 30, 2025, when we submitted our proposal," including the fact that, "[b]y June 22, 2025, SCIO had initiated outreach to nearly all of the identified incumbent candidates using [DELETED]." *Id.* This individual further explains that "SCIO members have a successful history of incumbent capture, including early outreach before proposal submission," and that "[s]imilar to those efforts, prior to proposal submission," SCIO received informal responses from incumbent personnel, "which indicated to SCIO that they would be interested in joining SCIO's team upon award." *Id.* at 2.

Challenge to Tradeoff

The protester also argues that the award decision was “materially flawed” because the SSA failed to provide a reasonable basis for concluding that SCIO’s “extremely high risk proposal” was more beneficial to the agency than Civitas’s higher priced execution plan.⁸ Comments and Supp. Protest at 19; see *also* Protest at 21. The agency responds that the SSA “clearly took into account” the relative merit of both execution plans and reasonably concluded that SCIO’s execution plan represented the best value to the agency. MOL at 7.

Where, as here, a solicitation provides for the issuance of a task order on a best-value tradeoff basis, it is the function of the selection official to perform any necessary price-technical tradeoff to determine whether one proposal’s technical superiority is worth its higher price. *Engility Corp.*, B-413120.3 *et al.*, Feb. 14, 2017, 2017 CPD ¶ 70 at 24. The agency’s rationale for any tradeoffs made and the benefits associated with the additional costs must be adequately documented. *Id.*; see *also* FAR 16.505(b)(1)(iv)(D), (b)(7)(i). A protester’s challenge to the degree of benefit that the agency would derive from a particular feature of the protester’s proposal, as compared to the benefit that would be derived from the awardee’s proposal, is a disagreement with the agency’s subjective judgment and is not sufficient to establish that an evaluation conclusion was unreasonable. *Engility Corp.*, *supra*.

We have no basis to sustain the protester’s challenge to the adequacy of the best-value tradeoff decision as the record demonstrates that the agency compared the relative merits of each execution plan and concluded that the technical superiority of Civitas’s execution plan was not worth the \$45 million price premium. See AR, Tab 11, SSD at 7-12. In conducting its tradeoff, the SSA first explained that Civitas’s execution plan received two significant strengths: one for its technical approach for the financial management system and one for its use of [DELETED]. *Id.* at 7-8. In both instances, it explained that these aspects of Civitas’s technical approach were highly beneficial to the agency. See *id.* The SSA also explained that Civitas’s technical approach received a strength for its technical approach for meeting day one team and product requirements for VCS AIS, HR-PAS, and GCLAWS, explaining that Civitas’s approach would increase overall operational effectiveness. See *id.* at 10-11.

On the other hand, with regard to SCIO’s execution plan, the SSA explained that SCIO’s execution plan received a significant strength in the same area of Civitas’s first significant strength, noting that SCIO’s technical approach ensured reliable operations with minimal downtime and maintained financial reporting integrity. *Id.* at 8. The SSA also noted, however, that SCIO’s execution plan received a significant weakness because SCIO’s technical approach did not provide sufficient detail to demonstrate an

⁸ The protester argues that the source selection decision was flawed, in part, due to the purported evaluation errors discussed above. Comment and Supp. Protest at 19. Because we have already concluded that the agency’s evaluation was unobjectionable in those areas, we do not address them again in this section.

understanding for VCS AIS and GCLAWS. *Id.* at 12. For VCS AIS, the SSA noted that SCIO provided only a general overview of the system but failed to provide “descriptive detail” of [DELETED]. *Id.* at 6. For GCLAWS, the SSA noted that SCIO failed to explain how it would use [DELETED]. *Id.*

In comparing the offerors’ execution plans, the SSA explained that “while considering that [Civitas] received a Strength for its comprehensive approach” to meeting the requirements of the day one products (VCS-AIS, HR-PAS, and GCLAWS) that “included the tools/technology, labor categories and team sizes, I determined that the technical benefit is not worth paying the significant price premium.” *Id.* at 12. In contrast, the SSA noted that “while [SCIO] received a Significant Weakness in this area, it met the technical requirements for HR-PAS, but its technical approach lacked sufficient detail to describe its understanding and use of tools/technology for VCS-AIS and GCLAWS.” *Id.* The SSA acknowledged “the significant risk this lack of detail may pose to initially sustaining operations for VCS-AIS and GCLAWS,” however, concluded that, notwithstanding the differences between the technical approaches and past performance ratings, the value to be gained from Civitas’s execution plan was simply not worth paying an additional \$45 million, which was a 57 percent price premium. *Id.* at 12.

Making a tradeoff decision of this type is squarely within the discretion of the agency. While Civitas argues that this tradeoff necessarily contradicts the terms of the solicitation as it provided that the non-price factors, when combined, were significantly more important than price, neither the solicitation nor any regulation required the agency to pay a higher price for the protester’s execution plan solely because it was superior under the non-price factors. Thus, while SCIO’s execution plan received lower ratings under the technical approach factor and past performance factor, the agency concluded that it was not willing to pay an additional \$45 million for Civitas’s technical and past performance advantages as it was more than twice the price of SCIO’s execution plan. AR, Tab 11, SSD at 12. Although Civitas believes that the agency should have paid this price premium, such a disagreement does not provide a basis to sustain the protest.

The protest is denied.

Edda Emmanuelli Perez
General Counsel