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Decision

Matter of: DexterTech Solutions, LLC

File: B-424358; B-424358.2

Date: June 16, 2026

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William M. Jack, Esq., David T. Hickey, Esq., and Brian S. Yu, Esq., Dickinson Wright, PLLC, for Client First Technologies, Inc., the intervenor.

Mellany Alio, Esq., Department of Veterans Affairs, for the agency.

Hannah G. Barnes, Esq., and April Y. Shields, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest challenging the agency's evaluation of the protester's proposal under the technical factor is denied where the record shows that the evaluation was reasonable and in accordance with the stated evaluation criteria.
 2. Protest challenging the awardee's ability to meet the solicitation's requirements based on the awardee's lower proposed price is dismissed where the solicitation did not contemplate a price realism analysis.
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DECISION

DexterTech Solutions, LLC, a service-disabled veteran-owned small business (SDVOSB) of Gaithersburg, Maryland, protests the issuance of a task order to Client First Technologies, Inc., an SDVOSB of Fairfax, Virginia, under request for task execution plan (RTEP) T4NG-0760, issued by the Department of Veterans Affairs (VA) for administrative and operational support services for VA information technology systems and applications. The protester challenges the agency's evaluation of its task execution plan under the technical factor and argues that the agency failed to recognize risk in the awardee's task execution plan based on the awardee's lower price.

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

BACKGROUND

On January 20, 2026, the VA issued the solicitation as an SDVOSB set-aside to holders of its Transformation Twenty-One Total Technology Next Generation (T4NG) multiple award indefinite-delivery, indefinite-quantity (IDIQ) contract. Agency Report (AR), Tab 5, RTEP at 1; Contracting Officer's Statement (COS) at 1. The solicitation contemplated the issuance of a firm-fixed-price task order with a 9-month base period of performance, four 12-month option periods, and three optional tasks. AR, Tab 6, Performance Work Statement (PWS) at 5. The solicitation sought an offeror to provide administrative and operational support for VA messaging, collaboration, authentication, and configuration products and environments, such as Microsoft 365, OneDrive, and Microsoft Teams. *Id.* at 4.

The solicitation provided for award on a best-value tradeoff basis, considering three factors: technical, past performance, and price. RTEP at 3. The solicitation advised that the technical factor is "significantly more important" than price, which is "slightly more important" than the past performance factor. *Id.* The non-price factors, when combined, are "significantly more important" than price. *Id.*

Under the technical factor, the agency would consider the offeror's (1) understanding of the problem and (2) feasibility of approach. *Id.* at 3-4. Regarding understanding of the problem, the solicitation advised that the agency would evaluate each task execution plan to "determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and . . . the extent to which uncertainties are identified and resolutions proposed." *Id.* at 3. Regarding the feasibility of approach, proposals would be evaluated to "determine the extent to which the proposed approach is workable and the end results achievable" and to determine "the level of confidence provided . . . with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner." *Id.* at 4.

Under the technical factor, the agency would assign task execution plans a rating of outstanding, good, acceptable, susceptible to being made acceptable, or unacceptable. AR, Tab 4, Task Order Evaluation Plan at 4.¹ As relevant here, a rating of acceptable indicated that the task execution plan "at least meets all of the [] requirements, demonstrates at least a minimal understanding of the problems, and is at least minimally feasible (moderate to high risk)." *Id.*

Under the price factor, the solicitation advised that the agency would "evaluate price by adding the total of all line item prices" and would "verify the Offeror's calculation of the total proposed price." RTEP at 4.

¹ The agency described the task order evaluation plan as a "how to' guide for the evaluation team" that established the agency's evaluation approach prior to the issuance of the solicitation and ensured the evaluators used terms and ratings consistently. Memorandum of Law (MOL) at 4.

By the February 5 due date, the agency received task execution plans from ten offerors. COS at 1; AR, Tab 8, RTEP Amendments at 9.² The evaluation results for Dexter iTech and Client First were as follows:

	Dexter iTech Solutions	Client First Technologies
Technical	Acceptable	Outstanding
Past Performance³	19.2	18.6
Price	\$31,650,442	\$21,952,442

AR, Tab 11, Source Selection Decision Document (SSDD) at 2; AR, Tab 12, Debriefing Slides at 14.

With regard to Dexter iTech’s technical approach, the agency did not identify any strengths or weaknesses. AR, Tab 10, Dexter iTech Technical Evaluation at 2. The agency noted various aspects of the protester’s task execution plan, such as Dexter iTech’s approach to provide help desk support assistance and monitor queues for service tickets, its management methodology, its prioritization of staffing incumbent personnel to ensure continuity, and the fact that its proposed team members held relevant certifications. *Id.* at 1-2. After reviewing “the entire technical volume,” the agency determined that Dexter iTech’s task execution plan “demonstrated at least a minimal understanding of the problems,” was “at least minimally feasible,” and was “considered moderate to high risk[.]” *Id.* at 2-3. In conducting its tradeoff, the agency concluded that Client First’s “significantly superior technical proposal” and “significantly lower price” represented a better value to the agency than Dexter iTech’s task execution plan and presented “the best overall value” to the agency, considering all offerors. AR, Tab 11, SSDD at 14, 18.

² The agency amended the RTEP two times; these amendments extended the due date for receipt of task execution plans, incorporated questions and answers, and updated the PWS. COS at 1; see AR, Tab 8, RTEP Amendments.

³ For past performance, which is not at issue in this protest, the solicitation provided that the agency would assign a numerical score, with a maximum value of 20 points, based on: (1) the average of the quality assurance surveillance plan ratings for all awarded task orders; (2) the extent to which the firm met small business participation goals; and (3) the extent to which the firm maintained its employment percentage of veterans employed. RTEP at 4.

On March 5, the agency notified the protester that it was not selected for award. COS at 2. The protester requested a debriefing, which the agency provided on March 19. AR, Tab 12, Debriefing Slides at 1. On March 24, this protest followed.⁴

DECISION

The protester challenges the agency's evaluation of its task execution plan under the technical factor, arguing that the agency failed to evaluate technical feasibility and inadequately documented the assessment. Protest at 7-9; Supp. Protest at 6-8. DexteriTech also asserts that the agency failed to recognize risk in the awardee's task execution plan and bases this assertion on Client First's lower price. Protest at 9-10. After reviewing the record, we find no basis to sustain the protest.⁵

Technical Factor

First, the protester argues that the agency failed to properly evaluate the technical feasibility of its task execution plan by failing to conduct a risk assessment. The protester references the technical adjectival rating definitions in the agency's task order evaluation plan to assert that assessing technical feasibility was "fundamentally an assessment of risk" and to contend that the agency did not provide a basis for its finding that the protester's task execution plan presented "moderate to high" risk. Supp. Protest at 7; Protest at 7.

More specifically, DexteriTech argues that the agency's contemporaneous documentation concerning the protester's technical approach "is simply devoid of any indication" that the agency considered feasibility of approach, apart from the "conclusory

⁴ As the awarded value of the task order is \$21,952,442, 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).

⁵ In its various protest submissions, DexteriTech has raised arguments that are variations of those specifically discussed below. While we do not specifically address all of the protester's arguments, we have considered them and conclude that they do not provide a basis to sustain the protest. For example, in the supplemental protest DexteriTech filed on April 20, more than 10 days after filing its initial protest, the protester challenges--for the first time--the agency's best-value tradeoff decision. Supp. Protest at 8 (arguing that the agency's allegedly unreasonable technical evaluation yielded a "flawed and unreasonable" tradeoff decision). The protester, however, had all the information it needed to raise this argument when it filed its initial protest. Since our Bid Protest Regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues, this supplemental protest ground is not timely filed and is dismissed. See *Salient Fed. Sols., Inc.*, B-410174.3, B-410174.4, Apr. 1, 2016, at 9; 4 C.F.R. § 21.2(a)(2) (requiring that protests other than those based on alleged solicitation improprieties shall be filed no later than 10 days after the basis of protest was known or should have been known).

statement that [DexteriTech's] proposal was 'at least minimally feasible[.]'" Comments at 4 (quoting AR, Tab 10, DexteriTech Technical Evaluation at 2). The protester asserts that the agency could not reasonably find its task execution plan to be minimally feasible and to present moderate-to-high risk without identifying a significant weakness or weakness because, in the protester's view, "higher risk is the result of weaknesses, significant weaknesses, or deficiencies." *Id.* at 7, Protest at 2. In sum, the protester argues that without a moderate-to-high risk rating, its task execution plan would have received a higher technical score, which "likely would have been sufficient for [DexteriTech] to be awarded the contract." Protest at 9.

The agency responds that its technical evaluation of DexteriTech's task execution plan was properly documented and in accordance with the solicitation criteria. MOL at 4. The VA asserts that its documented contemporaneous evaluation shows that the evaluators considered various elements of the protester's proposed technical approach and concluded that the solicitation's requirements had been "adequately addressed," resulting in a rating of acceptable. COS at 5 (quoting AR, Tab 10, DexteriTech Technical Evaluation at 2). The agency contends that it is not required to document determinations of adequacy or to otherwise explain why certain aspects of DexteriTech's task execution plan did not receive strengths or weaknesses. MOL at 6.

The VA also asserts that the solicitation did not contemplate a separate risk assessment, and "any proposal with the adjectival rating of Acceptable is considered to have moderate to high risk." *Id.* at 4. Pointing to the internal guidance in the task order evaluation plan, the agency notes that the adjectival definition of "[a]cceptable" contains a "moderate to high risk" parenthetical simply to provide "additional context and characterization" of task execution plans rated as acceptable. *Id.* In other words, the VA argues that "once the evaluators determined that a proposal at least met all of the requirements, demonstrated at least a minimal understanding of the problems, and is at least minimally feasible, . . . then the proposal is inherently considered to be moderate to high risk." *Id.* at 4-5. In sum, the agency asserts that it reasonably determined the protester's task execution plan met the definition of acceptable and that no further risk assessment was required. *Id.* at 2-3.

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. *CivitasDX, LLC*, B-423968, B-423968.2, Feb. 5, 2026, at 5. 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. *Id.* A protester's disagreement with the agency's judgment, without more, is insufficient to establish that an evaluation was unreasonable. *Veterans EZ Info, Inc.*, B-422107, B-422107.2, Jan. 11, 2024, at 4. Further, an agency is not required to document all determinations of adequacy or explain why a proposal did not receive a strength, weakness, or deficiency for a particular item. *Cognosante MVH, LLC*, B-418986 *et al.*, Nov. 13, 2020, at 8.

Here, we find no basis to object to the agency's evaluation. Under the technical factor, the solicitation provided for the agency to consider an offeror's understanding of the problem and feasibility of approach. RTEP at 3-4. The evaluation plan defined an acceptable task execution plan as one that "at least meets all of the [] requirements, demonstrates at least a minimal understanding of the problems, and is at least minimally feasible (moderate to high risk)." AR, Tab 4, Task Order Evaluation Plan at 4.

The record shows that the agency did consider various aspects of the protester's technical approach, such as DexterTech's plan to provide help desk support assistance and monitor queues for help desk service tickets; the certifications of DexterTech's proposed team members and the relevancy of those certifications; and DexterTech's management methodology, which included bi-weekly work plans and recurring status reports. AR, Tab 10, DexterTech Technical Evaluation at 1-2. The agency's contemporaneous documentation shows that it reviewed "the entire technical volume," identified no strengths or weaknesses, and determined that DexterTech "adequately addressed" the solicitation's requirements and presented an "at least minimally feasible" approach with "at least a minimal understanding of the [solicitation's] problems." *Id.* at 2-3. In other words, the record supports the agency's assertion that it evaluated DexterTech's task execution plan for understanding of the problem and feasibility of approach, in accordance with the solicitation, and that it adequately documented that evaluation. The fact that the agency found the protester's task execution plan to be adequate and did not explain why the evaluators did not identify any strengths or weaknesses does not render the agency's evaluation unreasonable. See AR, Tab 10, DexterTech Technical Evaluation at 2; *Cognosante MVH, LLC, supra*.

We also reject the protester's assertion that the agency "cannot assess [DexterTech] as 'moderate to high risk' or the equivalent without identifying a weakness in the proposal, because higher risk is the result of weaknesses, significant weaknesses, or deficiencies." See Comments at 7. As previously stated, the evaluation plan defines an acceptable task execution plan as one that "at least meets all of the [] requirements, demonstrates at least a minimal understanding of the problems, and is at least minimally feasible (moderate to high risk)." AR, Tab 4, Task Order Evaluation Plan at 4. That definition does not mention weaknesses or significant weaknesses, and the solicitation does not otherwise require that the agency identify a weakness or significant weakness in a task execution plan for it to be rated as acceptable. See *generally* RTEP.

Relatedly, we find reasonable the agency's claim that the solicitation did not contemplate a separate risk assessment, and that the parenthetical use of the words "moderate to high risk" in the evaluation plan's definition of "[a]cceptable" correlates with and describes the preceding portion of the definition. See MOL at 4. In other words, we agree with the agency's position that an acceptable task execution plan is a task execution plan with "moderate to high risk"; and a task execution plan with moderate to high risk is acceptable as it meets the solicitation requirements, demonstrates at least a minimal understanding of the problems, and is at least minimally feasible. See AR, Tab 4, Task Order Evaluation Plan at 4.

Moreover, the protester has not identified language in the solicitation requiring the agency to conduct a separate risk analysis. Notably, the solicitation does not mention risk in its evaluation criteria; the only mention of risk exists in the evaluation plan's adjectival rating definitions. See AR, Tab 4, Task Order Evaluation Plan at 4; see *generally* RTEP. Evaluation plans and ratings definitions included in those plans are recognized as internal agency instructions, not disclosed to offerors in the solicitation, and therefore do not give outside parties any rights. See *DynCorp Int'l, Inc.*, B-419100, B-419100.2, Dec. 16, 2020, at 14 n.12; *Mandex, Inc.*; *Tero Tek Int'l, Inc.*, B-241759 *et al.*, Mar. 5, 1991, at 7. Accordingly, Dexter iTech's argument based on the definition of the adjectival ratings in the task order evaluation plan provides us with no basis to sustain this protest.

In conclusion, the protester has not shown that the agency's evaluation of its task execution plan under the technical factor was unreasonable or inadequately documented. This protest ground is denied.

Evaluation of Awardee's Task Execution Plan

Finally, the protester argues that the agency failed to "assess the high-risk nature" of Client First's task execution plan. Protest at 9. Dexter iTech asserts that the awardee's low price, in comparison to its own proposed price, makes it "clear" that Client First "has understaffed this task order or has proposed unqualified staff demonstrating risk." *Id.* The protester claims that this argument is not a demand that the agency conduct a price realism analysis; rather, Dexter iTech styles it as an argument that the agency disparately evaluated Dexter iTech's and Client First's task execution plans. Resp. to Req. for Dismissal at 3-4; Protest at 10.

The agency responds that the protester's assertions are speculative and requests dismissal of this argument for failure to state a valid basis for protest. The VA asserts that Dexter iTech "has no insight into the reason for the cost differential" between its task execution plan and the awardee's and has not set forth sufficient facts to support its challenge to the agency's evaluation. Req. for Dismissal at 3. The agency also contends that the protester's challenge amounts "to a veiled demand that [the] VA conduct a price realism analysis on the firm fixed price [] task order." *Id.* at 4. The agency argues that because the solicitation did not require a price realism analysis, the VA was not required to conduct a price realism analysis. *Id.* at 4-5.

Our Bid Protest Regulations require that protests include a detailed statement of the legal and factual grounds of protest and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(c)(4), (f). Arguments that an agency did not perform an appropriate price analysis to determine whether prices are too low, such that there may be a risk of poor performance, concern price realism. *Hendall, Inc.*, B-417513.3, B-417513.4, Feb. 24, 2020, at 8. Absent a provision requiring an agency to undertake a price realism evaluation, there is nothing objectionable in an offeror's proposal of low, or even below-cost, prices. *AIX Tech, LLC, B-423417 et al.*, June 11, 2025, at 6. Moreover,

absent a solicitation provision advising offerors of a price realism analysis, agencies are neither required nor permitted to conduct such an analysis in awarding a fixed-price task order. See *Hendall, Inc., supra*.

Here, we reject the protester's assertion that it is focusing on disparate treatment and not arguing for a price realism analysis. See Resp. to Req. for Dismissal at 3-4. To prevail on an allegation of disparate treatment, a protester must show that the agency unreasonably failed to credit its quotation, or, as here, its task execution plan, for aspects that were substantively indistinguishable from, or nearly identical to, those contained in other quotations. See *Cognosante MVH, LLC, supra* at 5; *Coastal Mgmt. Solutions*, B-423344.3, Feb. 24, 2026, at 7; *CAE USA, Inc., B-421550 et al.*, June 22, 2023, at 9. While DexterITech complains that it does not have access to the awardee's task execution plan, the protester has not shown--and has not provided any credible evidence to show--that its plan and the awardee's are substantially indistinguishable from, or nearly identical to, each other. Accordingly, the protester has not made the requisite showing that the agency treated the two task execution plans unequally and fails to establish that the differences in ratings do not stem from differences in the plans.

Further, the protester's assertion that Client First's lower price means the awardee "has understaffed this task order or has proposed unqualified staff demonstrating risk" concerns price realism. Protest at 9; see *Hendall, Inc., supra*. In other words, DexterITech is effectively arguing that the VA should have performed a price realism analysis. The solicitation here contemplated the issuance of a firm-fixed-price task order. PWS at 5. Under the price factor, the RTEP did not provide for a price realism analysis. See RTEP at 4. Accordingly, the protester's assertion that the agency failed to perform a price realism analysis, where no such analysis was required or permitted, does not state a valid basis for protest. See *Hendall, Inc., supra*; 4 C.F.R. § 21.5(f). In short, the protester has not provided credible allegations that are supported by evidence and are sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. *Warfighter Focused Logistics, Inc.*, B-423546, B-423546.2, Aug. 5, 2025, at 4. Accordingly, we dismiss this protest ground.

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel