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# Decision

**Matter of:** Harmonia Holdings Group, LLC

**File:** B-414691; B-414691.2

**Date:** August 17, 2017

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Joseph P. Hornyak, Esq., Gregory R. Hallmark, Esq., and Rodney M. Perry, Esq., Holland & Knight LLP, for the protester.

Daniel R. Forman, Esq., Jonathan M. Baker, Esq., and Hart W. Wood, Esq., Crowell & Moring LLP, for the intervenor.

Travis L. Vaughan, Esq., Defense Information Systems Agency, for the agency.

Pedro E. Briones, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest challenging the agency's evaluation of quotations and issuance of a task order is denied where the record shows that the evaluation and source selection decision were reasonable and consistent with the terms of the solicitation.

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## DECISION

Harmonia Holdings Group, LLC, of Blacksburg, Virginia, protests the issuance of a task order to Expression Networks, LLC, of Washington, D.C., under request for quotations (RFQ) No. 1184324, issued by the Department of Defense (DOD), Defense Information Systems Agency (DISA), for software engineering and information technology services. Harmonia challenges the agency's technical evaluation and source selection decision.

We deny the protest.

## BACKGROUND

On April 7, 2017, DISA issued the solicitation on behalf of the Defense Spectrum Organization (DSO) to small businesses holding contracts under General Services Administration Federal Supply Schedule (FSS) 70, General Purpose Commercial Information Technology Equipment, Software, and Services. Agency Report (AR), Tab 2, RFQ § 1; Contracting Officer's Statement & Memorandum of Law (COS/MOL) § I. The RFQ included a detailed performance work statement (PWS) specifying over 100 tasks and deliverables that the vendor must provide to sustain DSO's Joint

Spectrum Data Repository and Integrated Spectrum Desktop (JSDR/ISD), such as software maintenance, engineering, and testing; system and data administration; and customer (user) support.<sup>1</sup> See PWS §§ 4-6. Vendors were to submit separate price and technical quotations and address all aspects of the PWS. AR, Tab 14, RFQ amend. 2 §§ 2, 2.e.

The RFQ provided for the issuance of a fixed-price task order on a lowest-priced, technically-acceptable basis considering price and technical/management approach. Id. §§ 1, 3. The technical/management approach evaluation factor included five subfactors: (1) software maintenance, system and database administration, and deployment support (software maintenance); (2) customer support, test support and training (customer support); (3) data analysis and integration; (4) project management; and (5) key personnel. Id. § 3.c.(1). The RFQ stated that in order to be found technically acceptable overall, quotations must be evaluated as acceptable under each subfactor. Id.

Only Harmonia and Expression submitted quotations, which were evaluated as follows:<sup>2</sup>

	Harmonia	Expression
<b>TECHNICAL/MANAGEMENT APPROACH</b>	Unacceptable	Acceptable
<b>Software Maintenance</b>	Unacceptable	Acceptable
<b>Customer Support</b>	Acceptable	Acceptable
<b>Data Analysis &amp; Integration</b>	Unacceptable	Acceptable
<b>Project Management</b>	Acceptable	Acceptable
<b>Key Personnel</b>	Unacceptable	Acceptable
<b>TOTAL EVALUATED PRICE</b>	\$18,247,805	\$20,884,506

<sup>1</sup> DSO provides mission-critical spectrum data to various DOD entities through JSDR, which is the comprehensive repository and primary source for spectrum-related data, and ISD, which is the single point of entry for user access to spectrum management functions. See AR, Tab 3, PWS § 3; attach. 3, Sys. Eng'g Plan § 1.2.1. JSDR/ISD is comprised of 20 customized and integrated commercial-off-the-shelf (COTS) components, as discussed below. See COS/MOL § II.A.

<sup>2</sup> DISA explains that the solicitation consolidated services that are currently being provided under three separate contracts. See COS/MOL § II.B. Expression performs two of the contracts; Harmonia's proposed subcontractor performs the third contract. Id.; AR, Tab 14, RFQ amend. 2, attach. 8, Questions & Answers (Q&A), No. 39.

COS/MOL § II.E; AR, Tab 16, Selection Recommendation Doc. (SRD), at 503-57; Tab 17, Price Negotiation Mem. §§ 20.a-20.b, at 562-64.<sup>3</sup> As reflected in the table above, Harmonia's technical quotation was found unacceptable under three evaluation subfactors and thus unacceptable overall. The findings of the technical evaluation team (TET), and the corresponding solicitation provisions, are addressed in relevant part below.

The contracting officer and the contract specialist reviewed and concurred with the evaluators' findings. See COS/MOL § II.I. The contracting officer, who was the source selection authority for the procurement, found Expression's price fair and reasonable, and determined that its quotation was the lowest-priced, technically-acceptable offer. Id. § II.J; AR, Tab 17, Price Negotiation Mem. § 21. DISA issued the task order to Expression for \$19,560,652, and Harmonia timely filed this protest after receiving the notice of award on May 8.<sup>4</sup> AR, Tab 17, Price Negotiation Mem. § 21.

## DISCUSSION

Harmonia challenges the evaluation of its technical quotation as unacceptable under three subfactors and overall, and argues that the evaluators' findings were unreasonable and based on unstated criteria.<sup>5</sup>

### Harmonia's Evaluation under the Software Maintenance Subfactor

At issue here, the solicitation required that vendors demonstrate experience with "the component technologies" of JSDR/ISD listed in the PWS.<sup>6</sup> RFQ amend. 2 § 3.c.(1)(a); PWS § 6.4. Harmonia's technical quotation addressed the requirement as follows:

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<sup>3</sup> Our citations to the record use the sequential pagination set forth in DISA's agency report.

<sup>4</sup> The vendors' total evaluated prices consisted of the fixed prices quoted for the base year, 4 option years, and a 6-month option period, as well as the "plug numbers" specified in the solicitation for travel and equipment costs. RFQ amend. 2 §§ 3.c.(2)(a)-(c); AR, Tab 17, Price Negotiation Mem. §§ 20.b, 21. The award price, however, includes only the base and option years. AR, Tab 17, Price Negotiation Mem. § 21.

<sup>5</sup> Harmonia does not challenge DISA's price evaluations.

<sup>6</sup> The PWS listed the 20 "current components of the JSDR/ISD system and of the deployment environment[.]" Of relevance to our discussion, some of the identified components included: (1) VMware; (2) vSphere and vSphere with Operations Management; (3) vRealize Network Insight; (4) Elasticsearch search and index engine; (5) SiSense business intelligence and analytics; (6) Pentaho data integration; (7) R and Weka analytics engines; (8) Alfresco content management information system;

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Harmonia has unique experience with most technologies in JSDR. Harmonia will use corporate reach back to the combined team and where needed bring in experts to train our team at corporate expense for the few we do not use: Alfresco, ApacheDS, Trustwave, VRealize Network Insight, and Weka. . . . [O]ur staff has evaluated the use of Pentaho Data Integration Server for [two federal agencies] as a replacement for Oracle and Microsoft products . . . . We . . . have [also] evaluated Sisense. . . .

AR, Tab 15, Harmonia Tech./Mgmt. Quotation § 2.1, at 337.

The TET evaluated Harmonia's quotation as unacceptable under the software maintenance subfactor primarily because the vendor did not demonstrate experience with all JSDR/ISD components.<sup>7</sup> AR, Tab 16, SRD, at 508. The evaluators found that Harmonia's proposal--to bring in experts to train its team on the six components that it did not use--did not meet the express requirements of the solicitation and posed an unacceptable risk of non-performance. Id. The TET also found that evaluating Pentaho and Sisense, as stated in Harmonia's quotation, did not demonstrate experience with implementing those components. Id. at 508-9.

Harmonia disputes these findings, arguing that the solicitation did not require an offeror to demonstrate experience with each and every JSDR/ISD component technology listed in the PWS. Protest at 8. Regardless, Harmonia claims that its quotation showed experience "with many of the eight component technologies that the Agency questions." Protester's Comments at 4.

Where, as here, an agency issues an RFQ to FSS vendors under FAR subpart 8.4 and conducts a competition for the issuance of an order or establishment of a BPA, 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. Digital Sols., Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4; DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2. We find, based on our review of the record here, that DISA evaluated Harmonia's quotation reasonably, and that the evaluation was consistent with the terms of the solicitation under the software maintenance subfactor.

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(9) ApacheDS; (10) Trustwave mod\_security; and (11) Apache mod\_proxy, mod\_rewrite. PWS § 6.4.

<sup>7</sup> The TET otherwise found that Harmonia demonstrated strong or significant experience in a number of other technologies. See, e.g., AR, Tab 16, SRD, at 509 (stating that Harmonia demonstrated significant experience with cloud technologies, extensive experience with virtualization, and strong, applicable experience with Elasticsearch).

The RFQ stated that in order to be rated acceptable under the software maintenance subfactor, the offeror “shall demonstrate experience with the component technologies for [JSDR/ISD] and legacy JSDRv1.” RFQ amend. 2 § 3c.(1)(a) (emphasis added). The PWS also listed the 20 current component technologies that comprise the JSDR/ISD system. PWS § 6.4. The RFQ further stated that an offeror “shall demonstrate proficiency in skills needed” to: deploy JSDR/ISD on specified DOD networks; maintain and modernize the existing code-base, including COTS components; and provide Tier III help desk services, among other things.<sup>8</sup> RFQ amend. 2 § 3c.(1)(a).

These provisions leave no doubt that the solicitation required offerors to demonstrate experience and proficiency with each of the 20 JSDR/ISD components. In our view, Harmonia misreads the RFQ’s definitive language--the component technologies--as meaning that offerors need only show experience or proficiency with some component technologies. Such a reading, as DISA suggests, is not only unreasonable per se, but also unreasonable considering the complexity of the PWS tasks.<sup>9</sup> See COS/MOL § III.B. In light of the plain language of the RFQ’s evaluation provisions and its extensive technical requirements, we agree with the agency that Harmonia has not shown that the evaluators acted unreasonably or contrary to the solicitation by requiring that offerors demonstrate experience and proficiency with all 20 JSDR/ISD components.

We also find reasonable the TET’s assessment that Harmonia did not, in fact, show experience with 8 of the 20 JSDR/ISD components. See AR, Tab 16, SRD, at 508. Significantly, Harmonia’s technical quotation clearly states that the vendor has experience with “most” JSDR technologies and lists six JSDR components that “we do not use.” AR, Tab 15, Harmonia Tech./Mgmt. Quotation § 2.1, at 337. In other words, Harmonia’s quotation indicates, unequivocally, that the vendor does not have experience with or use all 20 JSDR/ISD components. We also find unobjectionable the evaluators’ assessment that Harmonia’s experience with “evaluating” two of the components did not demonstrate the type of experience required to sustain JSDR/ISD. The protester fails to show how this assessment is inconsistent with the RFQ’s

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<sup>8</sup> The PWS stated that Tier III help desk support includes technical knowledge and specialized skills in troubleshooting issues with the JSDR/ISD software products. See PWS § 6.2.4.

<sup>9</sup> For example, the PWS requires that the vendor prepare periodic software maintenance releases for, among other things, COTS software upgrades, customer change requests, and integrating additional data sources--all while permitting JSDR/ISD users to continue their work without interruption. See PWS § 6.2.2. The vendor must also deliver a technical data package with each software maintenance release, consisting of all applicable source code, installation guides and scripts, software vulnerability assessments, and dozens of other requirements. See id. at 39-40.

requirements that offerors demonstrate proficiency deploying JS DR/ISD components and maintaining and modernizing their existing code base.<sup>10</sup>

The protester's contrary arguments are unavailing. For example, with respect to the Weka component, Harmonia states: "Weka is an aging technology that has been bypassed by more recent tools. . . . Harmonia's quotation shows experience with more modern technologies that could be readily and directly transferred to Weka." Protester's Comments at 5. Despite how outdated Harmonia finds some JS DR/ISD components, the solicitation requires experience and proficiency maintaining all of them. In fact, the PWS indicates that DSO intends to replace and "accelerat[e] the sunset of the legacy" systems, but states that those systems "will still be required for some period of time" and that the objective of the task order includes maintaining the legacy JS DR/ISD capabilities. See PWS §§ 3-4. Harmonia otherwise points to no aspect of its technical quotation demonstrating experience and proficiency with Weka technology, or that the TET allegedly misevaluated in this respect.

Because we find that DISA reasonably evaluated Harmonia's technical quotation as unacceptable under the software maintenance subfactor, we need not address the protester's evaluation challenges under two of the other subfactors, since the RFQ provided that quotations must be evaluated as acceptable under each subfactor in order to be technically acceptable overall. See RFQ amend. 2 § 3.c.(1). That is, even were we to find that its quotation was improperly evaluated under other technical subfactors, Harmonia could not show that it was competitively prejudiced by any such evaluation errors, because its quotation would remain technically unacceptable under at least one subfactor and would thus not be eligible for award under the terms of the solicitation.<sup>11</sup>

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<sup>10</sup> During the course of the protest, our Office dismissed Harmonia's unsubstantiated allegation that the "only way Expression could cover the wide range of required technologies is through substantial subcontracting with a larger company, in violation of small business regulations." Protest at 17; GAO Email to Parties, June 12, 2017, Ruling on Req. for Partial Dismissal, at 1; 4 C.F.R. § 21.5(f). Such speculation, without more, fails to set forth a detailed statement of the factual and legal grounds for protest as required under our Bid Protest Regulations. See 4 C.F.R. § 21.1(c)(4); Mark Dunning Indus., Inc., B-413321.2, B-413321.3, Mar. 2, 2017, 2017 CPD ¶ 84 at 2.

<sup>11</sup> Harmonia generally asserts that given the (alleged) errors in the evaluation of its technical quotation, "it is likely" that DISA "similarly erred" in evaluating Expression's quotation. Protest at 16-17; Protester's Comments at 17. Not only is this assertion speculative (see supra n.10), but as DISA points out, Harmonia never alleges that Expression's quotation was unacceptable or did not comply with the RFQ's evaluation criteria or technical requirements. See Supp. COS & MOL §§ I, III.A ("Harmonia has conceded Expression's acceptability by failing to allege otherwise."); Protest at 16-17; Protester's Comments at 6-8, 11, 17-18; Protester's Supp. Comments at 7, 11. Moreover, Harmonia does not refute DISA's arguments that it reasonably found Expression's quotation technically acceptable, effectively abandoning the protester's unsubstantiated assertion that the agency unreasonably evaluated the awardee's

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Competitive prejudice is an essential element of a viable protest; where the protester fails to demonstrate that, but for the agency's actions, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, and our Office will not sustain the protest, even if deficiencies in the procurement are found. See, e.g., Special Servs., B-402613.2, B-402613.3, July 21, 2010, 2010 CPD ¶ 169 at 4.

In sum, Harmonia's protest reflects disagreement with DISA's judgments, which does not establish that an evaluation and selection decision was unreasonable. See Technology & Telecomms. Consultants, Inc., B-413301, B-413301.2, Sept. 28, 2016, 2016 CPD ¶ 276 at 4.

The protest is denied.

Susan A. Poling  
General Counsel

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quotation. Protester's Comments at 6-8, 11, 17-18; Protester's Supp. Comments at 7, 11. We dismiss this aspect of the protest accordingly. 4 C.F.R. § 21.5(f); see Lynxnet, LLC, B-409791, B-409791.2, Aug. 4, 2014, 2014 CPD ¶ 233 at 4 n.3.