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# Decision

**Matter of:** Dev Technology Group, Inc.

**File:** B-420230; B-420230.2

**Date:** January 5, 2022

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William A. Shook, Esq., The Law Offices of William A. Shook PLLC, for the protester.  
Jon D. Levin, Esq., Maynard Cooper & Gale, PC, for Harmonia Holdings Group, LLC,  
the intervenor.

Douglas J. Becker, Esq., Department of Homeland Security, for the agency.  
Glenn G. Wolcott, Esq., and Christina Sklarew, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

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## DIGEST

1. Agency reasonably assessed a risk in protester’s proposal based on protester’s reliance on a less-senior labor mix than the labor mix suggested by the solicitation.
  2. Protest that during oral presentations, the agency failed to engage in an “interactive dialogue” with the protester regarding its proposed labor mix is denied where agency subsequently conducted discussions and provided the protester an opportunity to fully address its proposed labor mix.
  3. Where the solicitation specifically provided for a 3-month transition period, there is no merit in protester’s assertion that the non-incumbent awardee’s proposal failed to comply with the solicitation requirements regarding task order performance on “day one” after award.
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## DECISION

Dev Technology Group, Inc. (Dev Tech), of Reston, Virginia, protests the award of a task order by the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), to Harmonia Holdings Group, LLC, of Blacksburg, Virginia, pursuant to request for proposals (RFP) No. 70CTD021R00000013, to provide various information technology (IT) services.<sup>1</sup> Dev Tech challenges multiple aspects of the

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<sup>1</sup> The solicitation is titled “Enforcement Systems Operations and Maintenance (O&M) Support Services” and states: “The scope of this effort is to perform Agile Software

agency's evaluation and source selection process, including: the agency's assessment of risk in Dev Tech's proposed technical approach; the agency's conduct of oral presentations; and Harmonia's compliance with the solicitation provisions related to transition.

We deny the protest.

## BACKGROUND

On July 15, 2021, pursuant to subpart 16.5 of the Federal Acquisition Regulation (FAR), the agency issued the RFP as a small business set-aside to holders of the Department of the Army's Information Technology Enterprise Solutions - 3 Services (ITES-3S) multiple-award indefinite-delivery, indefinite-quantity (IDIQ) contract. Of relevance to this protest, the solicitation: identified labor categories the agency believed to be necessary for task order performance; stated that the contractor "shall provide qualified experienced personnel . . . [and] deliver . . . technology solutions developed in a test-driven approach that enables ICE with highly effective quality applications"; and advised offerors that the agency's "resourcing estimates . . . are based on . . . the following ITES-3S labor category resource mix (75% Senior Staff and 25% Intermediate)."<sup>2</sup> AR, Tab 2, PWS at 7.

The solicitation contemplated issuance of a task order for a 12-month base period and four 1-year option periods, and provided for source selection based on a best-value tradeoff between price<sup>3</sup> and the following equally weighted non-price evaluation factors:

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Development in delivering functionality for systems that are used to support ICE's mission of investigation, arrest, detention and removal of aliens who violate the nation's federal laws related to border control, customs, trade and immigration." Agency Report (AR), Tab 2, Performance Work Statement (PWS) at 1-2.

<sup>2</sup> The predecessor task order for these requirements was awarded to Dev Tech in 2016 under the Department of Homeland Security's Enterprise Acquisition Gateway for Leading-Edge Solutions II (EAGLE II) multiple-award IDIQ contract. AR, Tab 46, Contracting Officer's Statement at 2. The agency states that there are significant differences between the requirements of the prior task order and the requirements of the task order at issue here, noting, among other things, that the labor categories under the ITES-3S contract generally require more education and/or experience than the labor categories under the EAGLE II contract. *Id.* at 15-17, 20-25. In this context, the agency states that it "anticipated [that] vendors would propose a more experienced and educated labor mix" in competing for this task order. *Id.* at 21.

<sup>3</sup> The solicitation contemplated issuance of a hybrid fixed-price/time and materials task order, and provided that each offeror's proposed price would be evaluated "to determine if it is accurate, complete, and reasonable." AR, Tab 2, RFP Instructions at 1, 12.

management approach/staffing plan; previous experience; and technical approach (via oral presentation).<sup>4</sup> AR, Tab 2, RFP Instructions at 1, 9-11.

With regard to the source selection process, the solicitation contemplated two phases. Under phase I, offerors were to submit written proposals for evaluation under the first two non-price factors--management approach/staffing plan and previous experience. Following the agency's evaluation of proposals under those factors, the solicitation provided that the agency would invite the most-highly rated offerors to participate in phase II by providing their technical approaches through recorded oral presentations. *Id.* at 6, 9. The solicitation further provided that each offeror's oral presentation would consist of three segments: (1) a 90-minute presentation by the offeror;<sup>5</sup> (2) a 15-minute "recess & government caucus"; and (3) a 30-minute interview during which the offeror would respond to government-provided questions.<sup>6</sup> *Id.* at 9.

On or before the July 28, 2021 closing date for receipt of proposals, initial proposals were submitted by eight offerors, including Dev Tech and Harmonia. Following the agency's evaluation of those proposals, the agency invited Dev Tech and Harmonia to make oral presentations.<sup>7</sup> Prior to the oral presentations, the agency provided questions to each offeror that were to be addressed during the 30-minute portion of the oral presentation.<sup>8</sup> AR, Tab 16, Oral Presentation Interview Questions (Dev Tech); Tab 17, Oral Presentation Interview Questions (Harmonia). During the 30-minute interview portion of the oral presentations, the agency did not engage in further dialogue with any offeror.

During Dev Tech's oral presentation, it became clear to the agency that, although the solicitation suggested a labor mix consisting of 75 percent senior staff and 25 percent

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<sup>4</sup> The solicitation provided that in evaluating proposals under the non-price factors, the agency would identify "risks" and "benefits" in each proposal, and would assign ratings of high confidence, some confidence, or low confidence under each factor. *Id.* at 9-10.

<sup>5</sup> Offerors were instructed to submit slides that could be referenced during the oral presentation; the slides were to be submitted one business day prior to each offeror's scheduled presentation. *Id.* at 6.

<sup>6</sup> The solicitation further stated that, during the 30-minute interview segment, the agency and offeror "will participate in an interactive dialogue related to the information presented by the Offeror during the presentations," but added that the agency "will not ask questions that will invite or allow the Offeror to change its proposal." *Id.* at 8, 9.

<sup>7</sup> The agency also invited a third offeror to make an oral presentation. That offeror's proposal and the agency's evaluation thereof is not relevant to any of the issues discussed below and, accordingly, is not further addressed.

<sup>8</sup> Offerors were also directed to submit their price proposals prior to the oral presentations.

intermediate staff,<sup>9</sup> Dev Tech's proposed technical approach relied on a less-experienced labor mix, including "associate" staff.<sup>10</sup> AR, Tab 46, Contracting Officer's Statement at 25.

Following completion of the oral presentations, the agency documented its evaluation of each initial proposal and determined that it would be necessary to conduct discussions. The agency's discussions with Dev Tech included the following statement and request:

Junior staff were not identified in the PWS. Demonstrate that Dev Tech's proposal is in compliance with the PWS, specifically the labor resource mix (75% Senior Staff and 25% Intermediate).

AR, Tab 32, Discussions (Dev Tech) at 3.

On or before September 3, Dev Tech and Harmonia each submitted its final proposal revision (FPR). In responding to the agency's concerns regarding its proposed labor mix, Dev Tech acknowledged that the agency's staffing estimate reflected a labor mix of 75% senior staff and 25% intermediate staff, and did not anticipate any lower-level staff. AR, Tab 34, Dev Tech FPR at 2-3. Nonetheless, Dev Tech continued to propose "associate labor categories," which Dev Tech acknowledged "do not qualify as 'Intermediate' on the Army ITES-3S contract" because they "do not have the 5 years of experience required."<sup>11</sup> *Id.* In its FPR, Dev Tech stated that its proposed labor mix reflected its "current team," and asserted that its proposed staffing approach "provides much less risk to ICE than bringing in new resources."<sup>12</sup> *Id.* at 3.

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<sup>9</sup> The solicitation did not mandate application of the agency's staffing estimates. Rather, the solicitation provided that "Deviations from the proposed labor categories must be explained in the Technical Approach." AR, Tab 2, RFP Instructions at 7. In response to a pre-closing-date question, the agency also stated: "Offerors shall identify the rationale for the labor mix proposed." AR, Tab 22, Agency Response to Questions at 1.

<sup>10</sup> Dev Tech's initial proposal reflected a labor mix consisting of 62 percent senior staff, 26 percent intermediate staff and 12 percent associate staff. AR, Tab 46, Contracting Officer's Statement at 15, 22; Tab 30, Technical Evaluation Team (TET) Initial Phase II Report at 5.

<sup>11</sup> Dev Tech also complained that the qualification requirements for labor categories under the ITES-3S contract were "more stringent" than the qualification requirements for the EAGLE II labor categories on which Dev Tech's prior contract was based. AR, Tab 34, Dev Tech FPR at 3.

<sup>12</sup> Dev Tech's FPR reflected a base-year labor mix of approximately 59 percent senior staff, 33 percent intermediate staff, and 8 percent associate staff. AR, Tab 46, Contracting Officer's Statement at 15, 22. In the option years, Dev Tech's FPR reflected a labor mix of approximately 51 percent senior staff, 35 percent intermediate staff, and 14 percent associate staff. *Id.*

Thereafter, the FPRs were rated as follows:

	<b>Harmonia</b>	<b>Dev Tech</b>
<b>Mgmt. Approach/Staffing Plan</b>	High Confidence	High Confidence
<b>Previous Experience</b>	High Confidence	High Confidence
<b>Technical Approach</b>	High Confidence	Some Confidence
<b>Evaluated Price</b>	\$73,042,681	\$79,935,875

AR, Tab 38, Source Selection Decision Document at 15.

In assigning a rating of some confidence to Dev Tech’s proposal under the technical approach evaluation factor, the agency referenced Dev Tech’s proposal to perform the task order using a more junior mix of personnel than the solicitation suggested, stating:

The justification Dev Tech provided for proposing Associate labor categories did not mitigate the risk. The introduction of new associate (Junior) labor categories by [Dev Tech] is a risk to the Government because they are propos[ed] junior level categories that we believe do not typically have the education or experience to provide adequate support for this task. This directly impacts the velocity and output of the agile team. This would also impact the performance of senior and intermediate resources because they would provide additional support to junior resources. Overall, this impacts the ability to perform successfully on the task order.

*Id.* at 29.

In contrast, in assigning ratings of high confidence to Harmonia’s proposal under each of the non-price evaluation factors, the agency noted that Harmonia’s proposal: “provide[d] a comprehensive approach for system enhancements and break-fix support”; contained multiple specifically identified benefits; and “provide[d] the labor mix in alignment with the PWS, 75% senior staff and 25% intermediate staff.” *Id.* at 15-16. The agency also noted that Harmonia’s proposed price was more than 8 percent lower than Dev Tech’s proposed price. *Id.* Based on the evaluated risks and benefits in the two offerors’ proposals, the agency determined that it “has more confidence in Harmonia Holding’s ability to successfully perform this requirement than it has in Dev Tech’s ability,” and concluded that Harmonia’s proposal “offers the best value to the Government.” *Id.*

On September 27, the task order was issued to Harmonia. This protest followed.<sup>13</sup>

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<sup>13</sup> The awarded value of the task order at issue exceeds \$25 million. Accordingly, this procurement is within our jurisdiction to hear protests related to the issuance of task orders under multiple-award indefinite-delivery, indefinite-quantity contracts established under the authority of Title 10 of the United States Code. 10 U.S.C. § 2304c(e).

## DISCUSSION

DevTech challenges multiple aspects of the agency's evaluation and source selection process, including: the agency's assessment of risk regarding Dev Tech's proposed labor mix; the adequacy of oral presentations; and Harmonia's compliance with the solicitation provisions related to transition.<sup>14</sup>

### Labor Mix

First, Dev Tech complains that the agency unreasonably assessed a risk in Dev Tech's proposal related to its proposed labor mix. Protest at 12-15. Noting that the solicitation did not mandate the labor mix reflected in the agency's staffing estimate, Dev Tech repeats the arguments it presented to the agency in its FPR regarding reliance on "existing personnel"; asserts that its FPR "minimized" the number of proposed junior staff; and maintains that its approach enabled Dev Tech to "seamlessly continue to provide support." *Id.* Accordingly, Dev Tech protests that the agency's risk assessment was unreasonable.

The agency responds that Dev Tech was expressly advised during discussions of the agency's concern regarding its proposed labor mix. Nonetheless, rather than proposing more experienced staff, Dev Tech chose to continue to propose reliance on its current staffing, which included junior personnel.<sup>15</sup> AR, Tab 46, Contracting Officer's Statement at 15. The agency further explains that the task order at issue here includes requirements for staff with more experience and/or education than had been required under Dev Tech's prior task order;<sup>16</sup> accordingly, the agency states that it "anticipated vendors would propose a more experienced and educated labor mix." *Id.* at 21-27.

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<sup>14</sup> In its various protest submissions, Dev Tech presents arguments that are in addition to, or variations of, those specifically discussed below. Among other things, Dev Tech asserts that the agency: engaged in disparate treatment of the offerors; failed to recognize "significant benefits" in Dev Tech's proposal; failed to recognize alleged risks or deficiencies in Harmonia's proposal; applied unstated and/or internally inconsistent evaluation criteria; failed to conduct meaningful discussions; and failed to perform a reasonable best-value tradeoff. We have considered all of Dev Tech's multiple assertions and find no basis to sustain its protest.

<sup>15</sup> The agency notes that, notwithstanding Dev Tech's purported reliance on current personnel, two of Dev Tech's proposed junior staff "were new hires and had not on-boarded when Dev Tech submitted [its] Phase I proposal on July 28, 2021." AR, Tab 46, Contracting Officer's Statement at 18.

<sup>16</sup> Among other things, the agency states that the new task order: "added a 100% staffing requirement" for certain contract line item numbers; "nearly double[d] the amount of [required] personnel"; updated "the Quality Assurance Lead . . . to include [the] role of Deputy Program Manager"; and added other PWS requirements, including "Software as a Service (SaaS) integration" and "consolidation of business functionality within . . . applications." *Id.* at 23-24.

Overall, the agency states that, in response to the agency's identification of its concern regarding Dev Tech's proposed labor mix, Dev Tech "chose to advance [its] own agenda . . . instead of meeting the needs of the Government." *Id.* at 24. In this regard, the agency states that it considered Dev Tech's justification for proposing a more-junior labor mix, but was unpersuaded that Dev Tech's FPR eliminated the risk associated with that approach. *Id.* at 21-27.

A procuring agency is responsible for defining its needs and identifying the best method for accommodating them. *See, e.g., U.S. Textiles, Inc.*, B-289685.3, Dec. 19, 2002, 2002 CPD ¶ 218 at 2. In reviewing a protest challenging the reasonableness of an agency's assessments regarding the best approach to meet its needs, our Office will not substitute our judgment for that of the agency; rather, we will examine the record to determine whether the agency's judgments were reasonable and consistent with the stated evaluation criteria and applicable procurement statutes and regulations. *See, e.g., Del-Jen Educ. & Training Grp./Fluor Fed. Sols. LLC*, B-406897.3, May 28, 2014, 2014 CPD ¶ 166 at 8; *FPM Remediations, Inc.*, B-407933.2, Apr. 22, 2013, 2013 CPD ¶ 107 at 3. A protester's disagreement with the agency's evaluation judgments, without more, is insufficient to establish that an evaluation was improper or lacked a reasonable basis. *Lanmark Tech., Inc.*, B-408892, Dec. 19, 2013, 2013 CPD ¶ 295 at 5.

Here, based on our review of the record, we find nothing unreasonable in the agency's assessment of a risk in Dev Tech's proposed technical approach to rely on less-senior staff than the agency judged to be necessary. As discussed above, the record supports the agency's conclusion that the requirements of the task order at issue here differed from the requirements of Dev Tech's prior task order, and that the labor category qualifications of the underlying IDIQ contract were "more stringent" than those under the prior contract. Further, Dev Tech was explicitly advised of the agency's concern during discussions; nonetheless, Dev Tech's FPR failed to persuasively respond to those concerns. In its protest, Dev Tech continues to assert that the labor mix it proposed was appropriate, and that the agency's assessment of a risk in this regard was unreasonable. Based on the record here, Dev Tech's protest merely reflects its ongoing disagreement with the agency's judgment on that issue, and its protest is denied.

#### Oral Presentations

Next, Dev Tech complains that the agency failed to comply with the procedural provisions of the solicitation regarding oral presentations in that the agency did not engage in an "interactive dialogue" with Dev Tech. Protest at 16. Dev Tech asserts that, if it had been advised of the agency's concern regarding its proposed labor mix during its oral presentation, Dev Tech "could have answered each and every concern with a detailed explanation of how the current staff were exceeding expectations and performing at the highest level." Dev Tech Comments/Supp. Protest, Nov. 15, 2021, at 16.

The agency responds that Dev Tech's protest is untimely and, in any event, in light of the agency's discussions with Dev Tech following oral presentations, Dev Tech was not

prejudiced.<sup>17</sup> Specifically, the agency notes that, to the extent Dev Tech's protest challenges the agency's alleged failure to comply with the solicitation's procedural provisions regarding oral presentations, Dev Tech was aware of that alleged flaw at the time it submitted its FPR--yet, waited nearly 30 days to protest that matter (following notification of its non-selection for award). Accordingly, the agency maintains that Dev Tech's protest challenging the agency's compliance with the stated procedures for conducting oral presentations is not timely raised.

Further, the agency responds that, to the extent Dev Tech's protest is challenging the substance of the agency's evaluation and source selection decision due to the alleged procedural flaw, Dev Tech has failed to establish any prejudice because it was afforded a full opportunity to address the agency's concerns. More specifically, the agency notes that Dev Tech was asked to address the agency's concerns regarding Dev Tech's proposed labor mix during the discussions the agency subsequently conducted. As noted above, in its discussions with Dev Tech, the agency specifically stated:

Junior staff were not identified in the PWS. Demonstrate that Dev Tech's proposal is in compliance with the PWS, specifically the labor resource mix (75% Senior Staff and 25% Intermediate).

AR, Tab 32, Discussions (Dev Tech) at 3.

Finally, the agency maintains that Dev Tech's response in its FPR reflected its full understanding of the agency's concerns; yet, Dev Tech failed to respond in a manner the agency found to be persuasive.

Protests based on alleged procurement flaws other than solicitation improprieties must be filed not later than ten days after the basis of protest is known or should have been known (whichever is earlier). 4 C.F.R. 21.2(a)(2). Further, competitive prejudice is an essential element of a viable protest and where a protester fails to demonstrate that, but for the agency's action, it would have had a substantial chance of receiving the award, there is no basis for finding prejudice, even if deficiencies in the procurement are identified. See, e.g., *HP Enter. Servs., LLC*, B-411205, B-411205.2, June 16, 2015, 2015 CPD ¶ 202 at 6.

Here, to the extent Dev Tech's protest is based on the assertion that the agency failed to comply with the procedural provisions of the solicitation, the protest is not timely filed. As discussed above, there can be no doubt that Dev Tech was fully aware at the time it submitted its FPR on September 3, that the agency had not conducted the type of

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<sup>17</sup> The agency also notes that the solicitation advised offerors of the limitation on questions during oral presentations, stating that the agency "will not ask questions that will invite or allow the Offeror to change its proposal." See AR, Tab 2, RFP Instructions at 8, 9. In that context, the agency maintains that it essentially engaged in a dialogue with offerors through written questions it provided offerors before their oral presentations. Memorandum of Law at 69.



“interactive dialogue” that Dev Tech now asserts was required. Nonetheless, Dev Tech opted not to raise this issue in any manner prior to October 5, waiting instead until after the source selection decision was announced. On these facts, Dev Tech’s protest challenging the procedures the agency employed during oral presentations is not timely filed.

Next, to the extent Dev Tech’s protest reflects its assertion that the agency’s evaluation and/or source selection decision was substantively flawed because Dev Tech was not questioned regarding its labor mix during its oral presentation, we find no prejudice. As noted above, Dev Tech complains that, if it had been advised during its oral presentation of the agency’s concern, Dev Tech “could have answered each and every concern with a detailed explanation of how the current staff were exceeding expectations and performing at the highest level.” Dev Tech Comments/Supp. Protest, Nov. 15, 2021, at 16. However, nothing in its protest meaningfully addresses how it was precluded from providing such a “detailed explanation” in its FPR. Indeed, the record is clear that, following the agency’s identification of its concerns during discussions, Dev Tech was, in fact, afforded the opportunity to fully address those issues, but failed to do so in a manner that was persuasive to the agency. Accordingly, on the record here, Dev Tech was not prejudiced by the agency’s failure to discuss its concerns during oral presentations, and its protest in that regard is denied.

#### Transition

Finally, Dev Tech asserts that the solicitation required “full performance” of the task order requirements, with “all staff in place,” on “day one” following task order issuance. Protest at 17-19; Dev Tech Comments/Supp. Protest, Nov. 15, 2021, at 17-26. Dev Tech acknowledges that the solicitation expressly provided for a 3-month transition period,<sup>18</sup> but nonetheless asserts that the solicitation provisions effectively precluded anything other than “full performance,” with “all staff in place,” on “day one.” *Id.* Accordingly, Dev Tech maintains that Harmonia’s proposal, which reflected a transition period prior to its assumption of full responsibility for performing all of the task order’s

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<sup>18</sup> Specifically, the solicitation stated:

Due to unforeseen security constraints during the onboarding process, Transition-In period activities will occur during the initial 3 months of base period. The Transition-In period is included as part of the Base Year period and full performance level for O&M [operations & maintenance] support, operational activities and all tasks outlined in the vendors transition-in plans will start on day one of the Base Year period.

AR, Tab 2, PWS at 2.

Further, in response to an offeror’s question, the agency specifically, stated: “The transition-in plan and related deliverables must be completed within one month. The transition-in must be completed in 3 months.” AR, Tab 2, RFP Amend. 1 at 6.

O&M requirements, “fail[ed] to meet a material requirement of the solicitation,” and “could not properly form the basis for an award.”<sup>19</sup> *Id.*

The agency responds that Dev Tech’s interpretation of the solicitation requirements is fundamentally flawed. More specifically, the agency notes that the solicitation clearly provided for a non-incumbent offeror to transition into full performance of the task order requirements during the first 3 months of the base performance period. Among other things, the agency notes that the solicitation identified multiple transition activities that would occur during the transition period which are inconsistent with “full performance” of all O&M requirements on “day one” after award. These activities include: a “kick-off meeting” scheduled for “One (1) week after contract award”; submission of a transition-in plan “Two (2) weeks after contract award”; “Favorable Entry of Duty (EOD) for all contractor staff from the ICE Personnel Security Unit” “within one (1) month after the kickoff meeting”; and “knowledge transfer sessions with the incumbent contractor” “within one (1) month after the kickoff meeting.” See AR, Tab 2, PWS at 31-33. The agency further notes that Dev Tech’s interpretation of the solicitation would exclude any offeror, other than the incumbent, from complying with the solicitation requirements. AR, Tab 49, Supp. Contracting Officer’s Statement at 8. Overall, the agency maintains that Dev Tech’s assertion that Harmonia was required to begin full performance of all O&M task order requirements on “day one” is contrary to any reasonable interpretation of the solicitation and would render meaningless the multiple solicitation provisions that contemplate a non-incumbent’s transition to full performance during the 3-month transition-in period.<sup>20</sup>

Where 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 valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Crew Training Int’l, Inc.*, B-414126, Feb 7, 2017, 2017 CPD ¶ 53 at 4.

Here, reading the solicitation as a whole, we reject Dev Tech’s assertion that the solicitation required Harmonia to propose full task order performance prior to the end of

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<sup>19</sup> Dev Tech also asserts that it has: “queried its incumbent staff”; determined that “only a few . . . have been contacted [by Harmonia]”; and determined that “a majority of Dev Technology’s employees . . . are unwilling to work at lower rates.” Protest at 17-19; Comments/Supp. Protest, Nov.15, 2021, at 17-26. Based on these representations, Dev Tech asserts that Harmonia will be unable to successfully perform the task order requirements. *Id.*

<sup>20</sup> The agency also maintains that, to the extent Dev Tech’s protest reflects its assertion that Harmonia will be unable to successfully perform the task order requirements, such speculation involves a matter of contract administration beyond the purview of GAO’s bid protest function. See, e.g., 4 C.F.R. 21.5(a); *Knight Point Systems, LLC*, B-414802, Sept. 20, 2017, 2017 CPD ¶ 306 at 8. We agree.

the 3-month transition period. As discussed above, Dev Tech’s interpretation of the solicitation would render meaningless the multiple solicitation provisions that clearly contemplate a non-incumbent’s ramping up to full contract performance during that period. Accordingly, on the record here, we reject Dev Tech’s assertion that Harmonia’s proposal, which reflected a transition period prior to assuming responsibility for the task order requirements, “fail[ed] to meet a material requirement of the solicitation,” and “could not properly form the basis for an award.”<sup>21</sup>

The protest is denied.

Edda Emmanuelli Perez  
General Counsel

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<sup>21</sup> To the extent Dev Tech’s protest reflects its assertion that the solicitation provisions regarding “full performance” on “day one” effectively eliminated the provisions regarding a transition period, this contention, at best, asserts the existence of a patent ambiguity that is untimely raised. 4 C.F.R. § 21.2(a)(1); see, e.g., B-418213, *ZolonTech, Inc.*, Jan. 23, 2020, 2020 CPD ¶ 57 at n.9.