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Decision

Matter of: LogiCore Corporation

File: B-416629; B-416629.2; B-416629.3

Date: November 6, 2018

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Wade L. Brown, Esq., Department of the Army, for the agency.
Heather Weiner, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's technical and price evaluations is denied where the evaluations and source selection decision were reasonable and consistent with the terms of the solicitation.

DECISION

LogiCore Corporation, of Huntsville, Alabama, protests the issuance of a task order to a team comprised of Millennium Systems Services, Inc. (MSSI), and Systems Products and Solutions, Inc. (SPS), both also of Huntsville, Alabama, under task order request for quotation (TORFQ) No. 2017L-6, issued by the Department of the Army, Army Materiel Command, under its Expedited Professional and Engineering Support Services (EXPRESS) Program, for logistics support services and capabilities. LogiCore, which is the incumbent contractor for the requirement, challenges the agency's technical evaluations and argues that the agency failed to conduct a proper price realism evaluation.

We dismiss in part and deny in part the protest.

BACKGROUND

The Army issued the solicitation¹ on December 7, 2017, seeking quotations to provide logistics support services and capabilities in support of G-3/4 current operations and logistics for the United States Headquarters Army Materiel Command (HQAMC). The solicitation was issued using the Federal Supply Schedule (FSS) procedures of Federal Acquisition Regulation (FAR) subpart 8.4, and the competition was limited to vendors that have entered into blanket purchase agreements (BPAs) with the Army under the FSS.² TORFQ at 1-2; Agency Report (AR), Tab 22, Revised Performance Work Statement (PWS), at 1. The HQAMC develops and delivers materiel readiness solutions to ensure globally dominant land force capabilities. AR, Tab 22, PWS at 1. The awardee was required to “manage, maintain, review, and update logistics life-cycle based systems, databases and other documentation . . . to guide synchronization between AMC staff and major subordinate commands (MSCs) to ensure enterprise assets are postured to support Global operations.” Id.

The TORFQ anticipated issuance of a time-and-materials task order, with fixed labor rates, and material, travel, and other direct costs (ODCs) on a cost-reimbursement basis. The solicitation contemplated performance for a base year, and two 1-year options, with an estimated total labor hours for the overall effort of 535,690 hours. TORFQ at 5. The solicitation advised vendors that quotations would be evaluated on the basis of price and the following two non-price factors: (1) technical expertise, and (2) risk mitigation and management. AR, Tab 17, Evaluation Criteria, at 1-2. For purposes of award, the technical expertise and risk mitigation factors were of equal importance, and each non-price factor was more important than price. Id. at 1.

The Army received revised quotations from three vendors, including Logicore and MSSI/SPS, by the closing date of February 12, 2018. AR, Tab 48, BVD, at 1. The agency’s evaluation of the protester’s and awardee’s quotations was as follows:

¹ All references to the TORFQ and its attachments in this decision refer to the amended solicitation, unless otherwise specified.

² The agency established the EXPRESS BPAs with vendors holding General Services Administration FSS contracts, using FAR subpart 8.4 procedures. AR, Tab 48, Best Value Determination (BVD), at 1. The TORFQ provided that all terms and conditions of the underlying EXPRESS BPA were applicable to this solicitation. TORFQ at 1. As relevant here with regard to teaming relationships, the EXPRESS BPA provides that “the Prime contractor may [] propose direct Task Order awards to large business Team Members,” but that “[t]he Prime contractor must participate as a Team Member on the Task Order.” AR, Tab 32A, EXPRESS BPA (MSSI), at 3.

	LogiCore	MSSI/SPS
Technical Expertise	Good	Outstanding
Risk Mitigation and Management	Good	Outstanding
Price	\$44,681,019	\$41,357,036

Id. at 16, 23.

The contracting officer, who was also the source selection authority (SSA) for this procurement, found that MSSI/SPS’s quotation was superior to LogiCore’s under both of the non-price evaluation factors, noting that the vendor was “assessed strengths in all seven of the critical PWS paragraphs,” and offered “numerous specific technical advantages.” Id. at 23. The contracting officer further found that MSSI/SPS provided “outstanding Risk Mitigation and Management” and the “lowest quoted price.” Id. The contracting officer explained that MSSI/SPS “was evaluated for reasonableness,” and was “determined . . . [to] provide[] an appropriate staff, at a fair cost.” The contracting officer concluded that MSSI/SPS--the vendor with the lowest-priced, and highest-rated quotation--offered the best value. Id. The agency selected MSSI/SPS for issuance of the task order on July 24, and provided debriefings to the vendors on the same day.³ This protest followed.

DISCUSSION

LogiCore raises three primary arguments: (1) the agency unreasonably and unequally evaluated LogiCore’s quotation under the non-price evaluation factors; (2) the agency failed to evaluate the realism of the awardee’s proposed prices as required by the solicitation; and (3) the awardee failed to provide evidence of valid agreements with two of its proposed teaming partners as required by the TORFQ, which the protester asserts, the agency unreasonably failed to consider in its evaluation. For the reasons discussed below, we find no basis to sustain the protest.⁴

Where, as here, an agency issues a solicitation to FSS vendors under the provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate the quotations; rather, we 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 Solutions, Inc., B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 3-4. With regard to adjectival ratings, technical evaluators have wide discretion when assigning such ratings, given that the ratings reflect both

³ The agency provided the vendors with a brief explanation of the basis for the award decision, pursuant to FAR § 8.405-2(d). For convenience, we refer to this statement as a debriefing.

⁴ LogiCore also raises other collateral arguments. Although we do not address every argument, we have reviewed them all and find that none provides a basis to sustain the protest.

objective and subjective judgments concerning the relative merits of different quotations and their ability to meet the agency's needs. Interstate Gen. Gov't Contractors, Inc., B-290137.2, June 21, 2002, 2002 CPD ¶ 105 at 2. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. DEI Consulting, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

Evaluation Under Non-Price Factors

LogiCore challenges the Army's evaluation of its quotation under the technical expertise factor, arguing that the agency improperly failed to assess numerous additional strengths to its quotation. The protester also argues that the Army evaluated the protester's and awardee's quotations unequally. For the reasons discussed below, we find no merit to either argument.

The solicitation provided that the agency would assign strengths, weaknesses, or deficiencies to quotations. See AR, Tab 17, Evaluation Criteria, at 5. A "strength" was defined as "an aspect of an offeror's quote that has merit or exceeds specified performance capability requirements in a way that will be advantageous to the [g]overnment during contract performance." Id.

As relevant here, the evaluation criteria indicated that technical expertise would be evaluated based on a vendor's "clear understanding of the requirements and deliverables, and on the vendor's expressed ability to successfully perform." Id. at 1. This included the vendor's understanding of the requirements and technical methodology to meet the requirements of the PWS and perform those services. Id. at 2; Contracting Officer (CO) Statement at 2-3. The vendors were required to specifically address the following critical PWS paragraphs: 2.2 and 2.7-2.7.5. AR Tab 17, Evaluation Criteria at 2.

The agency assessed a strength to LogiCore's quotation under the technical expertise factor for its response to PWS paragraph 2.2 (Army Prepositioned Stock (APS)). As relevant here, PWS paragraph 2.2 provided the following:

The Contractor shall perform critical logistics functions for the planning, equipping, release and sustainment of stocks in direct support of the strategic readiness of war reserve assets. The contractor shall provide recommendations ensuring the assets are maintained, packaged, marked, handled, transported and stored to meet short and long term requirements. The Contractor shall provide Continuous Acquisition and Lifecycle Support (CALs) by performing CALs-related assessments of the Army capabilities to receive, store, distribute, and use weapon system technical data in digital form.

AR, Tab 22, PWS at 2.

The agency explained that LogiCore's quotation "presents a noteworthy understanding of preparing Army Prepositioned Stock (APS) for storage, inspection/survey and

issuance[.]” AR, Tab 45, LogiCore, Tech. Eval., at 1. The evaluators concluded that “[t]he benefit to the government is LogiCore’s exceptional subject matter expertise and ability to support the Government in effectively administrating and managing the APS program.” Id. The evaluators explained that they “reviewed and evaluated all of the [vendor’s] presented PWS paragraphs,” and determined that “[t]here is 1 strength, with no weaknesses and no deficiencies.” Id. at 2. They concluded that LogiCore’s “quotation indicates an impressive understanding of requirements and deliverables in all paragraphs for a rating of GOOD” for the technical expertise factor. Id.

LogiCore first argues that it should have received more than one strength for its response to PWS paragraph 2.2. Specifically, LogiCore points to several aspects of its response to paragraph 2.2 that were noted positively by the evaluators. See, e.g., Protest at 29, (citing AR, Tab 45, LogiCore Tech. Eval., at 1, which noted LogiCore’s “storage expertise,” use of Maintenance Allocation Chart, and demonstration of “subject matter expertise”). LogiCore maintains that the evaluators’ discussion of multiple positive aspects of its PWS paragraph 2.2 reply automatically entitled it to receive multiple strengths pertaining to this section.

The Army responds that the multiple comments regarding LogiCore’s quotation reflect several aspects of LogiCore’s response, which contributed to the evaluators’ overall rating of a single strength for PWS paragraph 2.2.

Based on this record, we find nothing unreasonable regarding the Army’s evaluation. As noted above, the agency assessed LogiCore’s quotation a strength under the technical expertise factor for presenting a “noteworthy understanding of preparing Army Prepositioned Stock (APS) for storage, inspection/survey and issuance.” AR, Tab 45, LogiCore Tech. Eval., at 2. The evaluators then pointed to aspects of LogiCore’s approach as support for the strength. Id. at 1. Although the protester asserts that the aspects noted by the agency should be assessed as separate strengths, the protester has not demonstrated that the aspects discussed provide an additional benefit to the agency or otherwise independently met the TORFQ’s standard for a strength, i.e., a feature that has merit or exceeds specified performance capability requirements in a manner that will be advantageous to the government.

Similarly, we find no merit to the protester’s argument that the TORFQ required any positive aspect of a proposal to be deemed to have “merit” and assigned a strength. Further, the record reflects that the agency applied this same methodology consistently to all vendors. For example, MSS/SPS’s quotation was also identified as having several positive aspects for PWS paragraph 2.2, but nonetheless received only one strength. AR, Tab 46, MSS/SPS Tech. Eval., at 1. To the extent the protester argues that the agency should have assigned a strength based on this aspect of its quotation, the protester’s disagreement with the agency’s judgment does not provide a basis to sustain the protest. See DEI Consulting, supra.

LogiCore next argues it should have been assessed a strength for each of the six other critical PWS paragraphs under the technical expertise factor based on its “record of recent and relevant performance as the incumbent contractor for these exact PWS

requirements.” Protest at 20. In addition, the protester contends that the record reflects an unequal evaluation because the agency assessed strengths to the awardee’s quotation for features that, the protester asserts, were equally evident in LogiCore’s quotation, yet not cited as strengths.

The agency responds that it reasonably evaluated the information in LogiCore’s quotation and concluded that these aspects of the protester’s quotation did not exceed the requirements of the PWS such that they merited strengths. We address one representative example of the protester’s arguments below, concerning plans and operations, and conclude that neither this example nor any of the remaining arguments has merit.

LogiCore maintains that it should have received a strength for PWS paragraph 2.7 (Plans and Operations). As relevant, Paragraph 2.7 of the PWS provided the following:

2.7 PLANS AND OPERATIONS: The Contractor shall provide expertise for war operations, contingency operations other than war, exercises or plans to support the daily battle rhythm of a 24 hour HQAMC Operations Center. The contractor shall track logistics issues across Combatant Commands (COCOMs)/Army Service Component Commands (ASCCs), provide background data to G3/4 senior leaders in preparation for the Commanding General’s (CG) Operational Readiness Update (ORU). The Contractor shall synchronize and integrate AMC-wide input for the ORU and facilitate the briefing via Secure Video Teleconference (SVTC). The Contractor shall provide input for the monthly CG updates for the Chief of Staff, Army, prepare G3/4 senior leader read-aheads for bi-weekly [Mission Headquarters Department of the Army] HQDA G3/5/7 and G3/4 placemats that track significant logistics and contracting issues in support of Combatant Commanders.

AR, Tab 22, PWS, at 3-4.

The protester maintains that the agency evaluated LogiCore’s and the awardee’s quotations unequally with regard to PWS paragraph 2.7.⁵ Specifically, the protester

⁵ LogiCore also argues that it should have received additional strengths under the risk mitigation and management factor. Based on our review of the record, we find no merit to these arguments. For example, under the risk mitigation factor, vendors were evaluated, in part, based on how well they were able to “mitigate and manage” the ability to obtain and retain qualified personnel. AR, Tab 17, Evaluation Criteria, at 3. LogiCore asserts that the Army assessed a strength to MSS/SPS’s quotation for providing “thorough competitive compensation packages and salaries” but unreasonably failed to assess a similar strength to LogiCore’s quotation even though LogiCore’s quotation included a “detailed description of its own processes to identify, hire and retain qualified candidates.” Supp. Protest & Comments at 14-15. The record reflects, however, that the evaluators did not assess the strength to MSS/SPS’s quotation

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asserts that the agency assessed a strength to the awardee's quotation for "present[ing] information in multiple formats and venues to best support AMC leadership," AR, Tab 46, MSS/SPS Tech. Eval., at 2, and yet did not assess a similar strength to LogiCore's quotation, despite LogiCore having detailed "examples of its abilities, experience, and plan to present information to AMC leadership in a variety of formats." Supp. Protest & Comments at 9-10; AR, Tab 24, LogiCore Tech. Quotation, at 7-9. We find no merit to this argument.

In conducting procurements, agencies may not generally engage in conduct that amounts to unfair or disparate treatment of competing vendors. Arc Aspicio, LLC; et al., B-412612 et al., Apr. 11, 2016, 2016 CPD ¶ 117 at 13. Where a protester alleges unequal treatment in a technical evaluation, it must show that the differences in ratings did not stem from differences between the vendors' quotations. See Camber Corp., B-413505, Nov. 10, 2016, 2016 CPD ¶ 350 at 5.

Here, the evaluation record shows that the awardee's quotation received a strength for PWS paragraph 2.7 for providing, in part, an approach that provided "operational logistics commanders the ability to [DELETED]." AR, Tab 46, MSS/SPS Tech. Eval., at 2. In support of this strength, the agency references several aspects of the awardee's approach from the quotation, including the "multiple formats and venues" example noted by the protester above. Id. The protester, however, does not assert or otherwise demonstrate that LogiCore's quotation proposed an approach similar to the awardee's that provided [DELETED]. Accordingly, although LogiCore maintains that one aspect of the agency's reasoning for assigning a strength to the awardee for PWS paragraph 2.7 applies equally to LogiCore, this argument overlooks the fact that other aspects of the awardee's proposed approach--which were not matched by LogiCore's quotation--also factored into the agency's determination that the awardee's quotation merited the strength. As such, the difference in the agency's evaluation was the result of the differences in the vendors' quotations. On this record, we find no basis to sustain the protest.

With regard to LogiCore's arguments that it should have received additional strengths or a higher rating under the technical expertise factor because its quotation demonstrated LogiCore's recent and relevant performance as the incumbent contractor for the same PWS requirements, there is no requirement that a vendor be given additional credit for its status as an incumbent, or that the agency assign or reserve the highest rating for

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because of its compensation packages, but rather, assigned the strength because the vendor's approach displayed "[DELETED] [Army Materiel Command] AMC [DELETED]," and included "an available pool of personnel which allows it to [DELETED]," which the agency found "enable[ed] the [vendor] to [DELETED]," and was a benefit to the government. AR, Tab 46, MSS/SPS Tech. Eval., at 7. The protester does not argue or demonstrate that its quotation offered this same or similar approach. We therefore disagree that the agency evaluated the quotations unequally. On this record, we find no basis to sustain the protest.

the incumbent vendor.⁶ Centerra Grp., LLC, B-414800, B-414800.2, Sept. 21, 2017, 2017 CPD ¶ 307 at 4. The protester's disagreement with the agency's judgment, without more, does not provide a basis to sustain the protest. Crowley Tech. Mgmt., Inc., B-412690.2, B-412690.3, May 12, 2016, 2016 CPD ¶ 130 at 7.

Price Realism

LogiCore next argues that the agency failed to perform a price realism analysis as required by the solicitation. For the reasons discussed below, we find no basis to conclude that the agency's evaluation was unreasonable.

While an agency may elect to perform a realism analysis in connection with the issuance of a fixed-price or fixed-rate task order--in order to assess a vendor's risk or to measure a vendor's understanding of the solicitation's requirements--the agency may not evaluate quotations for realism unless it includes such a requirement in the solicitation. VariQ Corp., B-409114 et al., Jan. 27, 2014, 2014 CPD ¶ 58 at 14. The nature and extent of an agency's price realism analysis are matters within the agency's discretion. Arrington Dixon & Assocs., Inc., B-409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 6. Our review of a price realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. Id.

Here, the solicitation's evaluation criteria advised offerors that the government would evaluate proposed prices for both reasonableness and realism. AR, Tab 17, Evaluation Criteria, at 4. With regard to the realism analysis, the solicitation specified that price quotations would be evaluated "to ensure the proposed pricing is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the various elements of the other parts of the quotation." Id. Specifically, the solicitation provided that "[a]ll direct labor hours, skills mix, and labor categories in the Price Quotation must be consistent with the technical expertise and Risk Mitigation & Management portion of the quotation." Id. The solicitation also reserved the right for the government to reject as unacceptable a quotation with an unrealistically low price. Id.

As relevant here, the vendors' price quotations were to include an excel spreadsheet with pricing for the base period, each rate period, total roll up, and all option periods. TORFQ at 3. In addition, vendors were required to submit the following related

⁶ The protester makes similar arguments with regard to the risk mitigation factor, asserting that based on its experience as the incumbent contractor, its quotation should have been assessed additional strengths or received a higher rating than the awardee's. Again, the agency was not required to assess strengths or a higher rating to LogiCore's quotation due to the vendor's status as the incumbent contractor. Centerra Grp., LLC, supra. Based on our review of the record, the agency's evaluation of the vendors' quotations under this factor was reasonable. We find that the protester's arguments provide no basis to sustain the protest.

documents, as separate attachments to their quotations: task order rate table, labor mix and crosswalk, and basis of estimate (BOE).⁷ Id. at 4.

The BOE was intended to assist the agency in its evaluation of both the price and non-price factors to help determine if the vendor “brought together the right team to perform the PWS requirements.” AR, Tab 17, Evaluation Criteria, at 4. The solicitation explained that the BOE was not intended to be the “more structured ‘Basis of Estimate’ typically used in a systems environment,” but rather, was intended for a “services environment” and therefore should consist of a “narrative description of the offeror’s basis for determining its labor mix and hours” based upon the PWS requirements. Id.

The Army’s price realism evaluation consisted of an assessment of each vendor’s BOE, as well as the proposed labor mix, rates, and hours. CO Statement at 15. The contracting officer explains that the agency’s evaluation of the BOE was incorporated into its evaluation of the risk factor, where the agency assessed the vendor’s proposed labor mix in the context of its proposed technical and management approach to satisfy the requirement described in the PWS. CO Statement at 16; AR, Tab 45, LogiCore, Tech. Eval., at 4; Tab 46, MSS/SPS Tech. Eval., at 8. The SSA explains that he reviewed the evaluators’ assessments and included an analysis of the vendors’ BOEs in the best value determination. CO Statement at 16; AR, Tab 48, BVD, at 19.

With regard to LogiCore, the SSA concluded that “LogiCore’s quotation was based on a total of 535,690 labor hours which is equal to the anticipated hours provided in the TORFQ and [independent government cost estimate] IGCE.” Id. at 18. The SSA continued: “LogiCore [has] demonstrated a thorough level of expertise of the overall labor required to perform this effort,” and the vendor’s “proposed labor mix represents a clear understanding of the requirement and a high capability of performance with low risk to the Government.” Id.

As for MSS/SPS, the SSA also determined that its quotation was “based on the total of 535,690 hours which is equal to the anticipated hours provided by the TORFQ and IGCE.” Id. In addition, the SSA concluded that “MSS/SPS demonstrated a superior level of expertise of the [DELETED] to perform this effort,” and that its “proposed labor mix represents a clear understanding of the requirement and high capability of performance with very low risk to the Government.” Id.

The agency also assessed the risk associated with each vendor’s proposed labor mix, rates, and hours. Id.; AR, Tab 50, LogiCore Brief Explanation, Tab 51, MSS/SPS Brief Explanation. The contracting officer reviewed all aspects of each vendor’s prices,

⁷ The solicitation explained that the proposed labor rates and skill mix included in a vendor’s task order rate table would be incorporated without deviation into any resultant task order. Id. at 4. With regard to the labor mix and crosswalk spreadsheet, vendors were required to list the labor categories and number of hours proposed for the base year and any option period.

including the individual cost elements used to determine the cumulative pricing. CO Statement at 16. The agency compared each vendor's prices to the IGCE. Id.; AR, Tab 47, Price Analysis, at 1. The agency determined that the total prices for all vendors, as well as the cost elements (labor, travel, and ODCs/materials) for all vendors were lower than the IGCE. Id. The agency concluded that the MSS/SPS's total price was 23 percent lower than the IGCE, and LogiCore's total price was 17 percent lower than the IGCE. Id.

The agency also compared each vendor's price to the prices of the other vendors. See AR, Tab 48, BVD, at 16-19. The SSA concluded that all prices were comparable, which the agency found provided a clear indication that the prices were reasonable and that adequate competition had been achieved. Id.; CO Statement at 16. The SSA also compared the total composite labor rate of each vendor. AR, Tab 48, BVD, 17-18. The SSA concluded that all quoted prices were reasonable and realistic. Id. at 18.

LogiCore contends that the agency failed to "meaningfully" evaluate how the labor mix in MSS/SPS's BOE correlated with the technical approach described in the technical expertise section and risk mitigation portions of the vendor's quotation. In support of this argument, the protester points to a table in the awardee's BOE, in which the awardee lists the number of full time equivalents (FTEs) that it estimates for each labor category for each of the PWS requirements. With regard to several of the PWS requirements, the protester contends that the agency could not have reasonably concluded based on the number of FTEs indicated, that the information in the BOE was consistent with the approach proposed for the corresponding PWS paragraphs in the technical expertise and risk mitigation portions of the awardee's quotation. The protester therefore argues that the agency should have found MSS/SPS's quotation unacceptable, or at the very least, assessed it a significant weakness.

Based on our review of the record, we find nothing unreasonable regarding the agency's evaluation. As relevant here, the evaluation criteria provided that the BOE would be used to assist with evaluation in both price and non-price factors to help determine if the vendor has brought together the right team to perform the PWS requirements. AR, Tab 17, Evaluation Criteria, at 4. The record reflects that the agency used the BOE in its non-price evaluation of MSS/SPS's quotation under the risk factor. AR, Tab 46, MSS/SPS Tech. Eval., at 7-8. Specifically, the agency stated that the vendor "uses [its] business expertise and judgment to quote the total hours and labor mix necessary to carry out technical and management approach to satisfy the requirement described in the TORFQ." Id. at 8. Further the evaluators found that MSS/SPS "demonstrated a keen ability to [DELETED]," and "[f]ocus[ed] on hiring [DELETED] and noteworthy [DELETED]." Id. at 7-8. Further, the evaluators noted that the vendor "did an exceptional job of identifying if their team possesses relevant capabilities, experience, and expertise to meet all project task requirements," and "utilizes the [DELETED] to select their teams enabling them to screen and identify best qualified candidates." Id. at 8.

Although LogiCore asserts that the agency failed to adequately assess price realism because the Army should have also done a cross-walk, for each specific PWS

paragraph, between MSSI/SPS's BOE and its technical quotation, we fail to see anything in any of the solicitation documents that indicated that the agency was required to do such an analysis. Further, as discussed above, the solicitation did not require that vendors provide a breakdown of FTEs by PWS requirement in their BOEs. AR, Tab 17, Evaluation Criteria, at 4. Rather, as described above, the solicitation explained that the BOE should provide a narrative description of the vendor's basis for determining its labor mix and hours. Id. Although the agency could have considered the additional information, the agency relied on the evaluation described above. AR, Tab 48, BVD, at 18. Our Office has consistently explained that the depth and manner of an agency's price realism analysis is a matter within the agency's discretion. See Navistar Defense, LLC; BAE Sys., Tactical Vehicle Sys. LP, B-401865 et al., Dec. 14, 2009, 2009 CPD ¶ 258 at 17. The protester has failed to demonstrate that the solicitation contained a requirement for the more in-depth price realism analysis it asserts was required,⁸ or that the Army's evaluation was unreasonable or otherwise improper. On this record, we find no basis to sustain the protest.

Teaming Agreements

Finally, LogiCore argues that the awardee failed to provide evidence of valid agreements with two of its proposed teaming partners as required by the TORFQ, and that the agency unreasonably failed to consider this in its evaluation of quotations. In support of this argument, the protester points to a provision in the solicitation that required vendors to provide copies of "all teaming arrangements for the team being proposed for this requirement." TORFQ at 7. The provision provided that the task order contractor teaming arrangements (CTAs) "should supplement the BPA CTA and specifically address the particulars of the Task Order." Id. The provision explained, however, that because CTAs had been collected at the BPA level, the task order CTAs "do not have to restate BPA level information unless it is pertinent to the performance of the Task Order[.]" Id. Finally, the provision advised vendors that the CTAs "are utilized in post award by the Contracting Officer's Representatives as part of the services oversight and quality assurance monitoring." Id.

LogiCore asserts that the purpose of this documentation requirement was to allow the agency to validate, as part of its technical evaluation, that the vendor has teaming arrangements in place that are consistent with the vendor's proposed technical approach. As noted above, however, the solicitation clearly specified that the CTAs would be utilized "post award" for oversight and quality assurance. TORFQ at 7. Further, the above quoted CTA provision was not included with the solicitation's evaluation criteria; rather, it was included in the TORFQ's instructions. Id. The protester fails to point to anything in the evaluation criteria that states that the submitted teaming agreements would be evaluated as asserted by the protester. Accordingly, despite the protester's arguments to the contrary, the solicitation clearly articulated the

⁸ We note that LogiCore's BOE did not include breakdown of its proposed FTEs by PWS. See, AR, Tab 27, LogiCore BOE.

agency's intention to use the teaming agreements post award, rather than as part of the agency's technical evaluation. To the extent the protester disagrees, this argument is untimely because it constitutes a challenge to the terms of the solicitation, which the protester was required to raise prior to the time for submission of quotations. 4 C.F.R. § 21.2(a)(1). As such, this protest ground is dismissed.

The protest is denied in part and dismissed in part.

Thomas H. Armstrong
General Counsel