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Comptroller General
of the United States

United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Federal Express Corporation

File: B-401876.2

Date: January 26, 2010

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Nathan C. Guerrero, Esq., Virginia Grebasch, Esq., and Jennifer L. Howard, Esq., General Services Administration, for the agency.
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DIGEST

1. Where solicitation established multiple “tiers” with regard to potential shipping volume that could occur, and the record establishes that the agency considered the offerors’ proposed prices under each tier, the agency properly focused its price evaluation on offerors’ pricing applicable to the shipping volume the agency expected to experience.

2. Agency reasonably complied with solicitation provisions regarding quantification of protester’s no-charge value-added services, where it viewed the awardee’s proposed prices for the same or similar services as establishing the quantified value for such services and, with regard to a limited number of services that exceeded the solicitation requirements, and were proposed only by the protester, the agency effectively assigned a value of $0.

3. In making its best value determination, the contracting officer properly declined to apply a threshold of savings that a non-incumbent offeror was required to surpass in order to be selected for award.

4. Where offerors’ proposals were rated equal with regard to non-price evaluation factors, protester’s assertion that a proper evaluation would have decreased, but not eliminated, the awardee’s price advantage fails to state a valid basis for protest.

DECISION

Federal Express Corporation (FedEx) protests the General Services Administration's (GSA) award of a blanket purchase agreement (BPA) to United Parcel Service, Inc. (UPS) pursuant to request for quotations (RFQ) No. QPN-BQV-005 to provide government-wide delivery services. FedEx protests various matters relating to the agency's evaluation of offerors' price proposals.[1]

We deny the protest.[2]

BACKGROUND

This procurement is being conducted pursuant to the Federal Strategic Sourcing Initiative (FSSI),[3] and is generally referred to as the "second generation of the Express and Ground Domestic Delivery Services" project, or "DDS2."[4] The solicitation was issued on May 3, 2009 and, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, sought fixed-price proposals from holders of existing

[1] Although the solicitation identified itself as an "RFQ," the term "proposal" as opposed to "quotation," appears repeatedly throughout both the solicitation and the agency's procurement record, and the solicitation contemplated an evaluation and source selection scheme similar to those used in negotiated procurements. For the sake of consistency, our decision adopts the terminology used by the solicitation and the agency record.

[2] On September 4, 2009, FedEx filed an initial protest challenging this procurement. In that protest, FedEx asserted that the agency had failed to properly evaluate the offeror's proposals under the non-price evaluation factors, and that the agency had failed to comply with the solicitation requirement to assess UPS's pricing with regard to understanding the requirements, reasonableness, and alignment to the required tasks. On December 11, 2009, we issued a decision denying FedEx's initial protest. This supplemental protest was filed following FedEx's receipt of the agency's response to its initial protest.

[3] The FSSI is a cross-agency initiative tasked with improving the value of the goods and services procured by the federal government by, among other things, minimizing costs. Agency Report (AR), Tab 2, RFQ Statement of Objectives (SOO), at 3. Here, the procurement was developed and conducted by a team representing 14 agencies. Id. at 4. Although the BPA will be available for use government-wide, use of the BPA is neither mandated, nor assured, with regard to any government agency. Id.

[4] The "first generation" BPA, referred to as "DDS1," was awarded to FedEx in October 2006.

GSA Federal Supply Schedule (FSS) contracts[5] to provide nationwide air and ground shipment and delivery of "Urgent Letters, Small Packages, and Heavyweight items, and Accessorial services." [6] AR, Tab 2, SOO, at 5. The solicitation advised the FSS contractors that either a single award or multiple awards would be made for a 1-year base period and four 1-year option periods; stated that the award decision(s) would be based on consideration of price and technical factors;[7] and provided that technical factors were more important than price. AR, Tab 2, RFQ at 1, 14-16. The solicitation further stated that a "base umbrella BPA" would be awarded to the successful contractor(s), and that, additional task orders could be placed for specific "shipping profiles."[8] Id. at 9.

With regard to evaluation of price, the solicitation stated:

> Pricing will be evaluated in a number of different ways to reflect the inherent complexity in the way that these services are being utilized. Offerors must utilize the included pricing tables to provide pricing in the format requested. . . . The team reserves the right to further refine the pricing approach that will best serve the needs of the Government.
>
> The Government will conduct pricing evaluations through modeling the expected costs of ordering services under the potential agreement using Contractor proposed pricing against identified Government usage profiles, and estimates of non-identified Government usage. This analysis will take into consideration expected volumes across all delivery and accessorial services (including zones and weights) in order to arrive at an assessment of the total expected cost for each proposal. The shipping profiles that will be used are based on

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[5] Solicitations were issued to FSS contract holders under schedule 48, Transportation, Delivery and Relocation Solutions.

[6] FAR subpart 8.4 establishes procedures for agencies to use in awarding BPAs against FSS contracts and, for the BPA contemplated here, required the agency to seek firm-fixed prices as well as price reductions from the FSS contractors' schedule prices. FAR § 8.405-2(c).

[7] The technical evaluation factors were: technical approach; past experience/past performance; and corporate qualifications.

[8] The solicitation identified various unique shipping profiles (including "Ground Shipments from GSA Depots," "FAA Ground Shipments," "IRS Warehouse Ground Shipments," "IRS Print Locations Ground Shipments," and "VA CMOP [Department of Veterans Affairs Consolidated Mail Outpatient Pharmacy] Locations") and provided contractors with specific information regarding those profiles. AR, Tab 2, SOO at 32-35.

historical usage data as well as expected future DDS2 needs, allowing for some level of variability in agency participation and varying shipping characteristics.

The offeror's pricing will be evaluated for the BPA for its understanding of the requirements, reasonableness and demonstrated alignment to the tasks. Pricing proposals will be evaluated according to the following criteria:

* Total cost for anticipated service volumes
    a. Base pricing for primary services (pre-volume tiers)
    b. Discounted pricing for volume tiers[9]
* Quantification of included no-charge value-added services
* Value of proposed pricing to potential additional Federal agencies

RFQ at 15.

On June 3, initial proposals were submitted by four FSS contractors, including FedEx and UPS.[10] The proposals were reviewed and evaluated by the agency; thereafter, discussions were conducted and final revised proposals were submitted and evaluated. After considering the evaluation record, the contracting officer concluded that "both firms are technically equal." AR, Tab 12, Source Selection Decision Document, at 54.

With regard to price, UPS's final proposal offered [deleted] reductions from the base delivery rates in its FSS contract. AR, Tab 12, Source Selection Decision Document, at 40-41. Specifically, UPS offered the following reductions, expressed in terms of percentage reductions from its FSS contract rates:

[9] The solicitation established seven tiers, based on annual dollar volume, defined as follows: Tier 1 ($25 million to $50 million); Tier 2 ($50 million to $100 million); Tier 3 ($100 million to $150 million); Tier 4 ($150 million to $200 million); Tier 5 ($200 million to $250 million); Tier 6 ($250 million to $350 million); Tier 7 (Over $350 million). RFQ at 11-12.

[10] The proposals of the other two contractors are not relevant to resolution of this protest, and are not further discussed.

[All of UPS's specific rate reductions have been deleted from the table below.]

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Next Day First AM							
Next Day Mid-AM							
Next Day PM							
Second Day							
Third Day							
Standard Ground							
Ground $6K- $40K							
Ground $40K+							
IRS Contractor							
IRS Warehouse							
VA CMOP							
GSA Depots							
FAA Ground							

AR, Tab 11, Final Pricing Analysis, at 13; Tab 12 at 40-41.

In contrast, FedEx offered fewer, and lower, base rate reductions. Specifically, FedEx did not offer reductions for [deleted], and then, offered limited discounts only with regard to [deleted]. FedEx's discounts are summarized as follows:

[All of FedEx's specific rate reductions have been deleted from the table below.]

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Next Day First AM							
Next Day Mid-AM							
Next Day PM							
Second Day							
Third Day							
Standard Ground							
Ground $6K - $40K							
Ground $40K+							
IRS Contractor							
IRS Warehouse							
GSA Depots							
FAA Ground							

AR, Tab 11, Final Pricing Analysis, at 15; Tab 12 at 31-32.

To assist in the evaluation of pricing, the agency contracted with an independent consultant to perform various modeling and analyses. AR, Tab 11. The contracting officer prepared a comprehensive summary of that modeling and analysis, stating, among other things, that:

> [T]he models assess each vendor's total package cost (base rate, typical surcharges and accessorials) output to determine worst and best case scenario with regards to single or multiple award. GSA modeled the following pricing scenarios by:
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> * Shipping Profile
> * Service Category
> * Service Type
> * Agency
> * Agency by Service Type
> * Shipment

AR, Tab 12, at 32, 38.

The agency's final pricing analysis evaluated the offerors' proposed pricing at all tier levels and concluded that "[i]n a single award scenario, UPS offers lower prices at Tiers 1 through 7."[11] AR, Tab 12, at 46. Based on the solicitation requirement for the agency to evaluate "[t]otal cost for anticipated service volumes," the agency focused

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[11] The agency also considered, and rejected, a multiple award scenario, explaining that:

> Given that external considerations lean heavily towards a multiple award decision, doesn't mean that it represents the best overall decision of this process. Based on the resultant outcome of the price analysis, the obvious choice for award is a Single Award to UPS. When comparing UPS rates benchmarked against their MAS [multiple award schedule], a [deleted] Savings in Total Cost of Ownership is expected on average. This is based on the FY2008 volume of the current DDS 62 participating agencies plus the five unique shipping profiles at their current pricing. What is more compelling is the Base profile Modeled Cost by Customer. . . . UPS' pricing offers customers savings ranging from [deleted] to [deleted] depending on the size and volume of shipments and shipping profiles. The only customer that would not see any savings is [deleted]. As they do not participate in the program today, it would be expected that they would remain outside the program under DDS2. The overall savings for customers under the DDS2 single award to UPS is [deleted] from MAS pricing.

AR, Tab 12, at 52.

its evaluation on the offerors' pricing applicable to Tier 3, summarizing its analysis and conclusions as follows:

> The modeled savings for the overall FSSI program single award to UPS is [deleted] from Tiers [deleted] – [deleted] and[deleted] savings in Tiers [deleted]. These savings include the expected use of accessorials and fuel. At the individual agency levels the savings are more significant--between [deleted] and [deleted at Tier [deleted] from the previous DDS1 program. . . .
>
> Respectively, a single award to FedEx would not achieve the same level of savings. Savings in a Single award to FedEx per base profile Modeled Cost by customer ranges from [deleted] to [deleted]. The Total Savings to the DDS2 Program with a single award to FedEx is [deleted].

AR, Tab 12, at 53-54.

Based on its determination that UPS's and FedEx's proposals were equal with regard to the non-price evaluation factors, along with its determination that a single award to UPS offered the lowest price, the contracting officer selected UPS for award on August 21. Id. at 54.

On September 4, FedEx filed its initial protest with this Office.[12] Following FedEx's receipt of the agency report responding to the initial protest, FedEx filed this supplemental protest challenging particular aspects of the agency's price evaluation. As discussed below, we deny this supplemental protest.

DISCUSSION

FedEx first protests that the agency's price evaluation was improperly based on the offerors' proposed pricing for Tier 3, asserting that the agency should have evaluated the offerors' proposed prices at higher tiers. More specifically, FedEx refers to a portion of the solicitation's SOO that described the "General Government Shipping Profile," and which stated: "Approximate FY08 Total Spend: $319." AR, Tab 12, SOO at 31. Based on this portion of the solicitation, FedEx asserts that the agency "should have performed its evaluation at Tier 6, at the total potential spend level of $319 million, [as] identified in the RFQ." Supp. Protest at 22. Further, in similarly asserting that the agency's focus on the Tier 3 pricing was inconsistent with the solicitation requirements, FedEx maintains that the agency failed to consider the

[12] As discussed above, this Office issued a decision on December 11 denying FedEx's September 4 protest.

value of proposed pricing for "potential additional Federal agencies," as contemplated by the solicitation. Supp. Protest at 40-41; RFQ at 15.

Agencies are required to evaluate offers in accordance with a solicitation's stated evaluation criteria. See, e.g., The Boeing Co., B-311344 et al., June 18, 2008, 2008 CPD ¶ 114 at 38. Where a dispute exists as to the actual requirements of a solicitation, we will resolve the issue by reading the solicitation as a whole. Romer Labs, Inc., B-243027, June 25, 1991, 91-1 CPD ¶ 602 at 3.

Here, as discussed above, the solicitation provided that the agency would evaluate the "total cost for anticipated service volumes." RFQ at 15. To the extent FedEx is asserting that it reasonably believed the solicitation's reference to $319 million represented the agency's projection of the "anticipated service volume," its assertion is contrary to the solicitation as a whole. Specifically, under the heading "Second Generation Domestic Delivery Services (DDS2) Opportunity," the solicitation identified the agencies that were participating on the "DDS2 project team," listed the projected shipping volume for each such agency, and advised the offerors that the aggregate projected volume for these agencies was $162 million. AR, Tab 2, SOO at 4. In contrast, the data associated with the solicitation's reference to $319 million for the "General Government Shipping Profile" indicates that this amount relates to government-wide shipping, and includes a substantial portion of government shippers that have not previously participated in this program.[13]

With regard to the solicitation's statement that the agency's price evaluation would consider the value of pricing for "potential additional Federal agencies," the agency states that, at the time proposals were evaluated, there was no indication that additional agencies, beyond those identified above, would participate in the DDS2 program. FedEx has not meaningfully disputed this assertion. Accordingly, since there were no "potential additional Federal agencies" that had indicated they would participate under the BPA, the agency properly declined to increase its projection with regard to the "anticipated service volume."

Finally, upon receipt of the final pricing proposals, the agency found that UPS had submitted discounted pricing that was applicable to each of the agencies projected to participate; in contrast, FedEx had chosen not to submit discounted pricing applicable to the Department of Veterans Affairs Consolidated Mail Outpatient Pharmacy (VA CMOP), one of the participating agencies. Accordingly, to ensure an "apples to apples" comparison, the agency eliminated VA CMOP's shipping from its

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[13] Indeed, FedEx, as the incumbent contractor under DDS1, was well aware that the annual volume under the prior BPA was substantially less than $319 million.

projection of anticipated volume, decreasing that projected volume to approximately $135 million; this amount fell within the solicitation's definition of Tier 3.[14]

Based on our review of the record, including the specific terms of the solicitation advising offerors that the agency's price evaluation would be based on the agency's projection of anticipated volume, we find no merit in FedEx's assertion that the price evaluation should have been based on a projected (Tier 6) volume of $319 million--the amount reflecting the "General Government Shipping Profile." Further, the record contains no basis to question the agency's conclusion that there were no "potential additional Federal agencies" expected to participate in the DDS2 program. Finally, we do not find it unreasonable for the agency to adjust the projected volume downward to accommodate FedEx's decision not to propose pricing for VA CMOP--and, in any event, FedEx was clearly not prejudiced by that action. Accordingly, we find no merit in FedEx's assertion that the agency's price evaluation improperly focused on the Tier 3 pricing.[15]

Next, FedEx asserts that the agency failed to comply with the provision of the solicitation that stated the price evaluation would include "Quantification of included no-charge value-added services." Supp. Protest at 38-40; RFQ at 15. FedEx identifies various aspects of its proposal that, it contends, constitute "value-added services," and asserts that the agency failed to properly quantify the value of those services.

The agency responds that, with regard to some of the services FedEx proposed to provide on a no-charge basis, UPS proposed to perform the same or similar services for a specified fee. Accordingly, with regard to such services, the additional fee attributed to UPS's proposal for performance of such services constituted the required quantification. Next, with regard to some of the other services, both FedEx and UPS proposed to perform them on a no-charge basis. Accordingly, the agency states that the required quantification for these services was performed by assigning

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[14] The solicitation provided that, "For shipping profiles where the offeror does not provide a pricing proposal, the offeror's Base BPA pricing will be used by the Government for evaluation." RFQ at 9-10. Accordingly, there can be no reasonable dispute that, if the shipping volume associated with VA CMOP had been included in the agency's projection, UPS's price advantage would have been higher--based on UPS's discounted pricing as compared to FedEx's base pricing. Contracting Officer's Supp. Statement at 2.

[15] To the extent FedEx's protest is based on the assertion that the agency gave no consideration to the offerors' pricing other than the Tier 3 pricing, the record is to the contrary. Indeed, the record contains substantial summary documentation, including extensive narrative and multiple tables and spreadsheets, reflecting the agency's consideration of the offerors' pricing at each tier level. AR, Tabs 11, 12.

a value of $0 to each proposal; that is, there was no price impact on either proposal. Finally, the record shows that FedEx proposed to provide a limited number of services that exceeded the solicitation requirements, and that UPS did not propose to provide.[16] The agency states that it recognized FedEx's proposal of these services, but concluded that they did not have a quantifiable value; that is, the agency effectively assigned the services a value of $0.

An agency's evaluation of competing proposals and its judgments regarding their relative merits are matters within the discretion of the contracting agency, and our Office will not substitute our judgment for that of the agency. See, e.g., PDI Ground Support Sys., Inc., B-299007, B-299007.2, Jan. 18, 2007, 2007 CPD ¶ 64 at 4. This principle has specifically been applied to an agency's judgments regarding the value of proposed enhancements that go beyond a solicitation's requirements. See, e.g., The Moreland Corp., B-283685, Dec. 17, 1999, 2002 CPD ¶ 4 at 7.

Here, we have reviewed the record with regard to the various types of no-charge services discussed above and confirmed that, for many of the services identified in FedEx's proposal, UPS proposed to provide the same or similar services, and proposed either an identifiable fee or similarly proposed to perform the services on a no-charge basis. Accordingly, the agency reasonably quantified the value of such services, either by assigning UPS a higher evaluated price consistent with its proposed fee or, where both offerors proposed the same or similar services on a no-fee basis, to effectively quantify the value for both at $0. We see nothing unreasonable in either approach. With regard to the limited number of services that only FedEx proposed, which exceeded the solicitation's requirements, we view the record as reflecting the agency's judgment that such services had a quantifiable value of $0. While FedEx clearly disagrees with the agency's judgment in this regard, such disagreement does not provide a basis for sustaining the protest.

Finally, FedEx's supplemental protest challenges particular aspects of the agency's price evaluation, asserting that the agency's evaluation overstated UPS's pricing advantage. In connection with these assertions, FedEx maintains that the agency applied, or should have applied, a 5% savings threshold that a non-incumbent offeror was required to surpass before it was selected for award.[17] Specifically, FedEx asserts that the agency "determined that customers would not switch from FedEx to UPS under the new program unless they achieved greater than a 5% savings" and, therefore, maintains that "[h]ad GSA recognized that the difference between UPS

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[16] For example, FedEx proposed to provide certain reports that were not required by the solicitation.

[17] During conferences conducted with counsel for the parties during this protest, this Office has referred to the matter as the alleged application of a "5% incumbent's preference."

and FedEx was less than 5%, the [contracting officer's] best value decision would likely have been different." Supp. Protest at 27.

We have reviewed the record, and reject FedEx's assertion that the agency applied, or should have applied, a 5% savings threshold with regard to selection of UPS's proposal. In this regard, we note that the solicitation did not provide for application of any savings threshold, applicable only to non-incumbents, as an evaluation factor. Further, the contracting officer's contemporaneous source selection decision does not appear to have relied on this criterion. Finally, in responding to this protest, the contracting officer unequivocally states:

> GSA did not base its award decision determination of cost savings on the 5% threshold of what agencies might do. GSA's award decision was based on the criteria defined in [the] RFQ. As technical proposals became more equal in merit, price became more important as stated in the RFQ. The price analysis revealed that UPS provided the lower total cost of ownership which resulted in significant savings under this Federal Strategic Sourcing Initiative.

Supp. Contracting Officer's Statement at 5.

Accordingly, we reject FedEx's assertion that the agency applied, or should have applied, a 5% savings threshold that was applicable only to UPS's proposed pricing.[18] To the contrary, following the agency's determination that FedEx's and UPS's proposals were technically equal, the record indicates that the agency selected UPS's proposal for award on the basis that it "provided the lower total cost of ownership." Id.

We now turn to FedEx's more specific assertions regarding the agency's price evaluation. Specifically, FedEx maintains that the agency's price evaluation was flawed with regard to two particular aspects: the agency's consideration of option year pricing,[19] and the agency's evaluation of accessorial services/surcharges.[20]

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[18] Indeed, it appears that the agency's application of such a criteria would have constituted an unstated evaluation factor.

[19] As noted above, the solicitation provided for award of a BPA for a 1-year base period with four 1-year option periods.

[20] The solicitation required offerors to submit prices for various items (for example, charges for additional handling, Saturday delivery, residential delivery, or obtaining a signature) that are interchangeably described as "accessorial services" and/or "surcharges".

With regard to option-year pricing, the solicitation did not require, nor did UPS or FedEx submit, separate pricing for the option years; further, the terms of the solicitation did not state that option years would be evaluated. Nonetheless, based on the solicitation's reference to evaluation of "total cost," the fact that FedEx's and UPS's underlying FSS contracts contain economic price adjustment (EPA) clauses,[21] and the fact that the agency unsuccessfully sought waiver of these clauses during discussions, FedEx maintains that the agency was required to escalate both offerors' fixed-price rates by the maximum amount permitted under their respective EPA clauses.

The agency responds that it reviewed the offerors' historical application of their respective EPA clauses, found that price adjustments pursuant to those clauses have been infrequent, and that price adjustments have been both upward and downward. Accordingly, the agency did not escalate either offeror's fixed-price rates based on the EPA clauses. Supp. Contracting Officer's Statement at 3.

With regard to accessorial services/surcharges, FedEx--the incumbent contractor--asserts that the agency's evaluation was based on application of unreasonably low percentages. In this regard, the record indicates that, in its initial evaluation, the agency's cost consultant applied a [deleted] accessorial/surcharge factor to FedEx's proposed pricing, and a [deleted] factor to UPS's proposed pricing. Following receipt of UPS's proposal in the agency report responding to its initial protest, and based on FedEx's historic data regarding the frequency of surcharges, FedEx performed its own calculation of the offerors' pricing, applying factors of [deleted] and [deleted], respectively, to FedEx's and UPS's proposals. Based on this calculation, FedEx's supplemental protest concludes:

> With a proper evaluation that considered the total evaluated price over option years, including the EPA, with a reasonable calculation of surcharges based on the profiles, FedEx's price would have been just [deleted] higher than UPS's price. In other words, a rational price evaluation conducted in accordance with the Solicitation's evaluation criteria would have led to the conclusion that FedEx's and UPS's pricing were nearly equal.

Supp. Protest at 33-34.

In short, following FedEx's receipt of the UPS's proposal, along with the agency's summary evaluation information, FedEx's supplemental protest expressly acknowledged that a "proper evaluation" of the proposals with regard to option

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[21] FedEx's EPA clause, in its underlying FSS contract, establishes a cap of [deleted]; UPS's similar EPA clause establishes a cap of [deleted].

years and accessorial services/surcharges would have resulted in UPS still being evaluated as the low-priced offeror.

As discussed above, we have concluded that the agency reasonably evaluated FedEx's and UPS's proposals as being equal with regard to the non-price evaluation factors. Further, we have rejected FedEx's assertion that the agency applied, or should have applied, a threshold of savings that a non-incumbent offeror was required to surpass as a condition for award. On this record, FedEx's assertion that a "proper evaluation" with regard to the option years and surcharges would have decreased--but not eliminated--UPS's price advantage fails to state a basis for protest. That is, even if we accepted FedEx's assertions regarding the agency's allegedly flawed price evaluation (which we do not), selection of UPS for award was proper, based on its lower-priced proposal. Accordingly, we will not further address FedEx's allegations regarding the agency's price evaluation.[22]

The protest is denied.[23]

Lynn H. Gibson
Acting General Counsel

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[22] In subsequent FedEx submissions, filed more than 10 days after receipt of the agency report responding to its initial protest, FedEx argued--based on revisions to its prior analysis--that its proposal should actually have been evaluated as lower priced than that of UPS. As noted above, following receipt of UPS's entire proposal and applying FedEx's own historic data as the incumbent contractor, FedEx performed what it described as a "proper evaluation" that included application of the EPA clauses and a "reasonable calculation of surcharges," and specifically concluded that UPS's proposal was lower priced. Supp. Protest at 33-34. Where a protester initially files a timely protest, and later supplements it with independent protest grounds, the later-raised allegations must independently satisfy the timeliness requirements; our Bid Protest Regulations do not contemplate, nor permit, piecemeal presentation of protest issues. See, e.g., L-3 Sys. Co. Wescam Sonoma, Inc., B-297323, Dec. 3, 2005, 2005 CPD ¶ 219 at 4. Here, FedEx's ultimate assertion--based on revisions to its own earlier analysis--that the agency erred in evaluating FedEx's proposal as higher priced than that of UPS is neither persuasive nor timely submitted; accordingly, it will not be considered.

[23] In its various submissions pursuing this protest, FedEx has raised additional arguments to, or variations of, the arguments discussed above, including arguments relating to the agency's evaluation of the offferors' respective fuel surcharges. To the extent such arguments have been timely submitted, we have considered all of FedEx's assertions and find no basis to sustain its protest.