

J. Melody



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Spacesaver--Reconsideration
File: B-224339.2
Date: September 19, 1986

DIGEST

1. Federal Supply Schedule (FSS) contract must be awarded to FSS contractor offering lowest price, and the fact that the lowest-priced firm's FSS contract may not include as many of the required items as another firm's does not affect the lowest-priced firm's entitlement to the award.
2. Prior decision is affirmed where protester does not establish that it was based on a mistake of law or fact.

DECISION

Spacesaver requests reconsideration of our decision in Spacesaver, B-224339, Aug. 22, 1986, 86-2 C.P.D. ¶ ____, in which we denied Spacesaver's protest against the issuance of a Federal Supply Schedule (FSS) delivery order to White Office Systems under Department of the Army request for quotations (RFQ) No. PBO-112-86. We affirm our decision.

Spacesaver argued in its original protest that the award to White was improper because the mobile storage system listed on White's FSS contract did not include certain features specified in the RFQ. We denied the protest on the ground that White's quote on a system without all of the RFQ features did not render White ineligible for award since the legal basis for issuance of a delivery order under an RFQ is the vendor's FSS contract, not the RFQ or the vendor's RFQ response, and because there was no evidence that Spacesaver had been misled by excess RFQ specifications into quoting on a more expensive system. Thus, once the Army found that White's lower-priced FSS system met its actual needs, it was required to make award to White, even though the system did not possess all RFQ features.

Spacesaver requests reconsideration on the ground that, even if White's system generally meets the Army's requirement, the electronic safety brake, elevated safety floor and safety ramp specified in the RFQ, which apparently remain part of

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the Army's actual requirement, cannot be furnished by White since they are not listed on its FSS contract.

We have held that an agency may procure non-FSS along with FSS items in a single procurement from FSS vendors and award a contract to the firm offering the low aggregate price. Synergetics International, Inc., B-213018, Feb. 23, 1984, 84-1 C.P.D. ¶ 232. The fact that the FSS firm offering the lowest price may have fewer of the different items on its FSS contract than another firm does not affect the lowest-priced firm's entitlement to the award. Stanley and Rack, B-204565, Mar. 9, 1982, 82-1 C.P.D. ¶ 217. Thus, even if Spacesaver is correct about the coverage of White's FSS contract with respect to these ancillary items, White properly was awarded a contract based on its low price.

We point out, moreover, that the technical literature on White's CD1000 system indicates that, contrary to Spacesaver's allegation, the system is equipped with a safety brake (mechanical), safety ramp and elevated deck.

As Spacesaver has not shown that our decision was legally or factually erroneous, the decision is affirmed. 4 C.F.R. § 21.12 (1986).

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