



Decision

Matter of: Coast to Coast Computer Products, Inc.

File: B-419116; B-419116.2

Date: December 18, 2020

Rick Vogel for the protester.

C. Kelly Kroll, Esq., Michelle E. Litteken, Esq., and Andrew J. Mohr, Esq., Morris, Manning & Martin, LLP, for OMNI Business Systems, and C. Peter Dungan, Esq., Miles & Stockbridge P.C., for ID Technologies, LLC, the intervenors.

Lawrence M. Anderson, Esq. and Jeffrey Titrud, Esq., Department of the Air Force, for the agency.

Sarah T. Zaffina, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest is denied where the agency reasonably relied on successful vendors' Trade Agreements Act (TAA) certifications and the record fails to support protester's allegation that successful vendors offered end products manufactured in a country not on the TAA-designated country list.

DECISION

Coast to Coast Computer Products, Inc. (CTC), of Simi Valley, California, protests the failure of the Department of the Air Force to establish a blanket purchase agreement (BPA) with it under request for quotations (RFQ) No. 1400757, for digital printing and imaging (DPI) products. CTC argues that the quotations of the successful vendors should have been found unacceptable.

We deny the protest.

BACKGROUND

On October 24, 2019, pursuant to Federal Acquisition Regulation (FAR) subpart 8.4, the Air Force issued a letter of invitation (LOI) to small businesses holding General Services Administration (GSA) Federal Supply Schedules (FSS) 36, 70, and 75 contracts seeking quotations to establish BPAs for DPI products. Agency Report (AR), Tab 3, RFQ GSA e-Buy Notice at 1-2; AR, Tab 4, LOI at 1. In addition to the BPA requirements, the LOI

included an RFQ for the Air Force's 2020 product selection cycle (PSC) for which vendors selected for the BPAs would compete.¹ RFQ GSA e-Buy Notice at 1-2; LOI at 1. The estimated value of purchases to be made under the BPAs is \$21.1 million annually. LOI at 1. The solicitation provided that the Air Force intended to establish BPAs with four small businesses, but reserved the right to select more or less than four vendors depending on the competitiveness of the quotations received. *Id.* The ordering period under the BPAs was five years with each BPA subject to an annual review under FAR 8.405-3(e). *Id.*

The solicitation required vendors to submit the terms and conditions of their GSA schedule, as well as evidence, such as screenshots or a certified list of each item from the GSA schedule, that the proposed products were on their schedule or their supplier's GSA schedule. *Id.* at 2. Vendors were also required to submit a Vendor Capability Assessment (VCA) that included responses to a series of questions about the vendor's ability to deliver the DPI products and services globally, and their response to the PSC 2020 RFQ. AR, Tab 15, LOI attach. 4.0, RFQ at 1. Responses to the RFQ were to be provided on a government-provided template where the vendor could enter technical, pricing, and total cost of ownership (TCO) information for its offered products.² LOI at 2. The completed template was to be used in both the evaluation to select the BPA recipients and the evaluation to select products for PSC 2020. AR, Tab 13, LOI attach. 2.0, Evaluation Plan at 1.

The template, which contained all product categories for the PSC, was the primary vehicle for the vendors to submit technical and pricing information. AR, Tab 15, LOI attach. 4.0, RFQ at 1. The template also contained all product requirements for each product category, including the base device and upgrades. *Id.* Of relevance to this protest, the solicitation required that all products offered as separate end products

¹ PSCs are conducted annually to provide products to the Air Force as part of the effort to decentralize purchasing of these DPI products. AR, Tab 1, Contracting Officer's Statement (COS) at 5. Once the products are selected, they are made available on AFWay, the Air Force's e-commerce portal, which includes an order approval process that generates orders, routes them for approval, and releases the orders to vendors for fulfillment. *Id.* at 10. This portal is not publically available. See CTC Comments at 2. BPA holders will compete for PSC 2020 and future PSCs. LOI at 1.

² Total cost of ownership (TCO) is calculated from the response template for each product category and uses the government-provided quantity; the vendors' price per device, which includes warranty and shipping costs, as well as consumables included with the device; and replacement consumables. RFQ at 3; see *also* AR, Tab 16, LOI attach. 4.1, PSC2020 Response Template. The quantities in the template are government estimates based on historical data and do not reflect guaranteed minimums. *Id.* at 2.

comply with the requirements of the Trade Agreements Act (TAA).³ *Id.* Consumable supplies, such as toner and ink cartridges, that are not TAA-compliant as separate end products had to be included with the offered device, with sufficient supply to support the device for its 4-year lifecycle. *Id.* The unit price of the base product had to include warranty, shipping, and all non-TAA consumables for the lifecycle of the product. *Id.* BPA holders only needed to include consumables appropriate for the offered devices. *Id.*

The Air Force was to evaluate quotations in two stages to establish BPAs on a lowest-priced, technically acceptable basis. AR, Tab 13, LOI attach. 2.0, Evaluation Plan at 1-3. To be considered for the BPAs, vendors had to successfully pass both stages. *Id.* at 1, 3. In the first stage, the Air Force would evaluate the vendor's VCA for relevancy of capability, which is experience and performance, as it relates to the BPA requirements. *Id.* at 1-2. In the second stage, the agency would evaluate the vendor's technical and pricing information provided on the completed templates to determine the worldwide total cost of ownership (WTCO). *Id.* at 2-3.

For the stage 2 evaluation, the agency was to confirm that the products quoted in the template met the requirements for each product category and verify for accuracy the WTCO calculated by the template. *Id.* at 2. To be considered for a BPA, vendors had to quote fully compliant products in all product categories. *Id.* Verifying the WTCO required the Air Force to review the proposed consumables' yield values, i.e. printed pages per cartridge, and to compare these values to the consumables' description. *Id.* The aggregate of each vendor's WTCO values across product categories would establish the evaluated price of the quotation for this procurement. *Id.* at 2-3.

As part of the stage 2 evaluation, the Air Force was to review the documentation submitted by vendors supporting their statements of compliance or certification. *Id.* at 2. This included a confirmation that each quoted end product for each product category is TAA-compliant as required by the GSA schedule contract. AR, Tab 5, LOI attach. 1.0, Model BPA at 3.

After establishing the BPAs, the Air Force intended to evaluate the technical and pricing information provided in the vendors' templates to select products for PSC 2020. *Id.* at 3. Multiple products for each product category would be selected. *Id.* Every product proposed in the response template and determined to meet the agency's requirements in stage 2 of the BPA evaluation would be selected for inclusion in the PSC 2020 catalogue. *Id.*

The agency received 18 quotations by the amended closing date of December 19, 2019. COS at 8. After the stage 1 evaluation, the Air Force determined 13 vendors had the required capabilities and all 13 were deemed technically compliant across all

³ The TAA generally requires that end products be acquired from the United States or designated countries. 19 U.S.C. § 2511(a); *Veterans Healthcare Supply Sols., Inc.*, B-418038 *et al.*, Dec. 23, 2019, 2019 CPD ¶ 431 at 5-6.

product categories in stage 2. *Id.* at 8-9. All vendors' WTCO values were verified for accuracy. *Id.* at 9.

The evaluated prices of the seven lowest-priced vendors are shown in the table below:

Vendor	Price⁴
Ace Computers (Ace) ⁵	\$30,749,035
Transource Services (Transource)	\$32,462,700
ID Technologies (IDT)	\$34,458,249
OMNI Business Systems (OMNI)	\$37,285,606
JTF Business Systems (JTF)	\$38,977,572
CTC	\$42,699,176

AR, Tab 26, Notice of Unsuccessful Offer at 4.

By email on August 11, 2020, the contracting officer notified CTC that its quotation had not been selected, provided feedback on the quotation, and identified Ace, Transource, IDT, OMNI, and JTF as the vendors selected by the Air Force for the BPAs. *Id.*; AR, Tab 27, Email from Air Force to CTC, Aug. 11, 2020. The Air Force then obtained additional documentation from the successful vendors to select the DPI products for the PSC 2020 catalogs.⁶ COS at 10-11. The product catalogue was activated in AFWay by September 1. *Id.* at 11.

After CTC was notified that it was not a successful vendor, CTC sought out all available information relevant to the established BPAs. CTC Protest, B-419116.1, Sept. 11, 2020, at 2 (CTC Protest I); CTC Protest, B-419116.2, Sept. 14, 2020, at 2 (CTC Protest II). On August 21, a successful vendor informed CTC that OMNI's quotation included Hewlett-Packard Inc. (HP) products that were not technically acceptable. CTC Protest I at 3. CTC sought assistance from industry partners on September 2 to identify products on AFWay that OMNI had offered. *Id.* Seven days later, CTC obtained access to images from AFWay that CTC alleges demonstrate OMNI offered products that were not TAA-compliant. *Id.* On September 10, CTC received information that, according to it, confirmed some of OMNI's products were not TAA-compliant. *Id.* at 4. That same day, CTC also received a copy of the DPI PSC 2020 catalogue; in this catalog CTC discovered that Ace, Transource, IDT, and JTF offered allegedly non-TAA compliant Lexmark International, Inc. (Lexmark) products. CTC Protest II at 3.

⁴As noted above, evaluated price is the aggregate of the WTCO values across the product categories.

⁵ Ace is also identified in the protest filings as J.C. Technologies d/b/a Ace Computers.

⁶ Within 10 days of selection, BPA vendors were required to submit product warranty documents, photographs, and common access card installation guides. RFQ at 3-4.

On August 21, 10 days after being notified of the award decision (and as the above-described activities were ongoing), CTC filed an agency-level protest. The agency protest essentially alleged that the technical evaluation of the quotations submitted by OMNI and JTF was flawed and that these quotations should have been determined technically deficient. COS at 11; AR, Tab 31, Agency Protest, Aug. 21, 2020. The contracting officer denied CTC's protest on September 1. COS at 11-15; AR, Tab 32, Agency Decision, Sept. 1, 2020. After receiving the Air Force's decision, CTC continued to seek information from the contracting officer, raised new allegations, and requested that the Air Force reconsider and rescind its earlier decision. COS at 15-16. On September 9, the contracting officer responded to CTC reiterating his denial of the agency protest. *Id.* at 15; AR, Tab 35, Agency Email to CTC, Sept. 9, 2020. Subsequently, CTC filed a protest with our Office on September 11, raising challenges to the evaluation of the quotation submitted by OMNI. On September 14, CTC filed a second protest with our Office, challenging, for the first time, the evaluation of the quotations of Ace, Transource, IDT, and JTF.⁷

DISCUSSION

The protester argues that the quotations of the five selected vendors should have been deemed technically deficient and ineligible for award because all five vendors submitted products that were not TAA-compliant. CTC Protest, B-419116.1, Sept. 11, 2020, at 5-6 (CTC Protest I); CTC Protest, B-419116.2, Sept. 14, 2020, at 3 (CTC Protest II). In particular, CTC argues that the quotations of Ace, Transource, IDT, and JTF included Lexmark consumable supplies that are not TAA compliant. CTC Protest II at 3. With regard to OMNI, CTC argues that four consumable supply items, HP ink cartridges, included in OMNI's quotation were not TAA compliant. CTC Protest I at 5. The protester also argues that OMNI quoted a toner cartridge that was not compatible with the printer quoted. *Id.* at 5-6. While our decision does not specifically discuss each issue raised, we have considered all of CTC's allegations and find no basis on which to sustain the protest.⁸

⁷ CTC submitted the second protest at 7:03 p.m. EDT on September 11. As this was after 5:30 p.m. on a Friday, the protest is considered filed as of Monday, September 14. 4 C.F.R. 21.0(d), (g).

⁸ We note that CTC initially raised--but subsequently withdrew--an allegation that the Air Force failed to properly evaluate OMNI's letter of supply. CTC Comments at 3. Furthermore, CTC raised, but abandoned, arguments that OMNI's quotation included support services that are not based in the United States and that the Air Force failed to provide a brief explanation of the award decision pursuant to FAR 8.402. CTC Protest I at 5-6; CTC Protest II at 4. It is well-settled that where--as was the case here--an agency provides a detailed response to a protester's assertions and the protester does not respond to the agency's position, the protester fails to provide us with a basis to conclude that the agency's position is unreasonable, and as a result, we consider the protester to have abandoned the assertion. *The Green Tech. Group, LLC*, B-417368, B-417368.2, June 14, 2019, 2019 CPD ¶ 219 at 8.

Timeliness

As a preliminary matter, the agency contends that CTC's protest grounds are untimely and should be dismissed. The Air Force argues that CTC's challenge to the selection of Ace, Transource, IDT, and JTF for offering non TAA-compliant products (i.e., the Lexmark products) is untimely because it was filed more than 10 days after CTC learned that the agency established BPAs with these vendors on August 12. AR, Tab 2, Memorandum of Law (MOL) at 7-8. The Air Force also argues that these allegations are untimely because they were raised more than 10 days after the Air Force denied CTC's agency-level protest. *Id.* at 8. The Air Force further asserts that CTC's arguments pertaining to OMNI's consumables--i.e., that OMNI's quotation included HP ink cartridges that were not TAA-compliant, and a toner cartridge that was not compatible with the printer proposed--are untimely because they were first raised in the protest to our Office, which was filed more than 10 days after CTC was placed on notice (via the successful vendors' notice) that the agency deemed OMNI's quotation to be compliant with all solicitation requirements.⁹ *Id.*

Our Bid Protest Regulations contain strict rules for the timely submission of protests. These rules reflect the dual requirements of giving parties a fair opportunity to present their cases and resolving protests expeditiously without unduly disrupting or delaying the procurement process. *Verizon Wireless*, B-406854, B-406854.2, Sept. 17, 2012, 2012 CPD ¶ 260 at 4. Under these rules, a protest based on other than alleged improprieties in a solicitation must be filed no later than 10 days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2).

Here, CTC did not learn of its basis for protest regarding the Lexmark products quoted by Ace, Transource, IDT, and JTF until after CTC obtained a copy of the DPI PSC 2020 catalogue on September 10. CTC Protest II at 3. Without seeing the actual products selected for these vendors, CTC did not have a basis to allege they were incorrectly determined to be TAA compliant. CTC Comments at 1-2. We therefore find this argument to be timely. Similarly, CTC learned of the basis for its challenges pertaining to OMNI's ink and toner cartridges on September 9 when it received images from a third party with access to AFWay and the DPI PSC 2020 catalogue. CTC Protest I at 3. Accordingly, we also find this argument to be timely.

Technical Evaluation of Ace, Transource, IDT, and JTF

Turning to the merits of CTC's protest, we find that the agency reasonably evaluated the quotations of Ace, Transource, IDT, and JTFs as technically acceptable. Where an agency conducts a formal competition to establish BPAs, we will review the agency's

⁹ The Air Force also argues that the protester's allegation that OMNI's products are not TAA-compliant is essentially an untimely challenge to the evaluation criteria. We disagree for the reasons cited above.

actions to ensure that the evaluation was reasonable and consistent with the solicitation and applicable procurement statutes and regulations. *Kipper Tool Co.*, B-409585.2, B-409585.3, June 19, 2014, 2014 CPD ¶ 184 at 4. In reviewing a protest challenging an agency's evaluation, our Office will not reevaluate the quotations; rather, we will examine the record to determine whether the agency's evaluation conclusions were reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *OPTIMUS Corp.*, B-400777, Jan. 26, 2009, 2009 CPD ¶ 33 at 4. A protester's disagreement with the agency's judgment does not establish that an evaluation was unreasonable. *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151 at 2.

The record reflects that each of the successful vendors' quotations included a TAA certification as required by the solicitation. COS at 8; AR, Tab 23, Quotation Compliance Review, Line 23.¹⁰ Moreover, with regard to the Lexmark products CTC alleges were not TAA-compliant, the record demonstrates that Ace, Transource, IDT, and JTF each identified Japan as the country of origin for the products at issue. COS at 25-26; see also AR, Tab 48, Ace Computers Lexmark GSA Price List at 1; AR, Tab 54, Transource Lexmark GSA Price List at 1; AR, Tab 50, ID Technologies Lexmark GSA Price List at 1; AR, Tab 52, JTF Business Systems Lexmark GSA Price List at 24.¹¹ Japan is a designated country under the TAA and the solicitation only required vendors to provide "[e]vidence the products you propose are on your or your supplier's GSA schedule at time of submission." LOI at 2. The Air Force would then review the products offered to confirm compliance with the response template. Evaluation Plan at 2.

Accordingly, nothing on the face of the vendors' quotation sheets would have placed the agency's evaluators on notice that the country of origin for any vendor's products might be other than the United States or a TAA-designated country, and we find that the agency could reasonably rely on the vendors' representations. See *Kipper Tool Co.*, *supra*, at 5 (denying protest where agency reasonably relied upon vendors' quotation sheets to determine quoted products were TAA-compliant); *Spectrum Sys., Inc.*, B-401130, May 13, 2009, 2009 CPD ¶ 110 at 3 (finding an agency may accept a quotation's representation indicating compliance with the solicitation requirements, where there is no significant countervailing evidence reasonably known to the agency that should create doubt as to whether the vendor will or can comply with the requirement); *Leisure-Lift, Inc.*, B-291878.3, B-292448.2, Sept. 25, 2003, 2003 CPD ¶ 189 at 8 (stating that unless the agency has reason to believe that the firm will not

¹⁰ The protester did not retain counsel, and thus no protective order was issued in connection with the protests here; as a result, the agency provided the protester and the intervenors with a redacted copy of the agency report, which did not include the document here.

¹¹ The agency did not include these documents in the redacted agency report provided to the protester and intervenors.

provide a compliant product, the agency may properly rely upon a firm's representations/certification of TAA compliance without further investigation). We therefore deny this protest allegation.¹²

CTC also argues that information on Lexmark's website and in the agency's possession demonstrates that Japan is not the country of origin for the Lexmark products. In its protest, CTC cites Lexmark websites that identify Malaysia, which is not a TAA-designated country, as the country of origin for Lexmark products 76C0PV0 and 76C0PK0, which Ace, Transource, IDT, and JTF included in their quotations. CTC Protest II at 3. The protester also asserts that boxes in which the Lexmark products are delivered identify the items as coming from Malaysia. CTC Comments at 7-8.

The record demonstrates that the agency's evaluation was reasonable. While preparing the agency report, the contracting officer received a letter from Lexmark confirming that Japan is the country of origin for the products at issue here. The letter from Lexmark stated that Lexmark manufactures its products in multiple locations across multiple countries, and that the country of origin product information on the Lexmark website that CTC cited in its protest is limited to the commercial versions of the products. COS at 26-27; see also AR, Tab 57, Lexmark Response to Recent DPI Protests.¹³ Furthermore, even though CTC submitted with its comments a photograph of a box with a legend indicating that the Lexmark product was made in Malaysia, this photo does not address Lexmark's explanation that its products are manufactured in multiple countries. CTC Comments exh. 4. We have no basis on which to sustain this protest ground.¹⁴

¹² Whether Ace, Transource, IDT, and JTF actually deliver products compliant with the solicitation is a matter of contract administration, which is for consideration by the contracting agency, not our Office. *Alaska Structures, Inc.*, B-417466, June 7, 2019, 2019 CPD ¶ 213 at 3.

¹³ The agency did not include this document in the redacted agency report provided to the protester and intervenors. After the contracting officer gave JTF a copy of CTC Protest II, JTF provided it to Lexmark, which prepared a letter in response to CTC's protests, as well as another protest filed by Integration Technologies Group, B-419116.3, Sept. 18, 2020. AR, Tab 57, Lexmark Response to Recent DPI Protests. JTF forwarded the Lexmark letter to the contracting officer.

¹⁴ CTC also generally contends that in its evaluation, the Air Force ignored information about which it was aware that established the proposed products were not TAA compliant. CTC Comments at 7-8. We disagree. While we have recognized that in certain limited circumstances, an agency has an obligation (as opposed to the discretion) to consider information about which the agency is aware bearing on a vendor's past performance, we have declined to apply this obligation in situations like this one, where the information relates to technical requirements of a solicitation, rather than past performance information. Cf. *International Bus. Sys., Inc.*, B-275554, Mar. 3, 1997, 97-1 CPD ¶ 114 at 5 (concluding that the agency could not reasonably ignore information regarding the protester's performance of a recent contract involving the

Here, the solicitation required vendors to submit evidence the quoted products were on their or their suppliers' GSA schedule at the time quotations were submitted. The evaluation plan provided that WTCO values would be verified for accuracy to include a comparison of consumable yield values in TCO calculations to the information provided in the consumable descriptions. Evaluation Plan at 2. The solicitation did not require any other information for verification, or include any other verification criteria. Because the selected vendors submitted the required information, which the agency reviewed and verified pursuant to the evaluation plan, the agency was not obligated to conduct an in-depth investigation into the origin of each of the proposed products.

Technical Evaluation of OMNI

Turning to CTC's allegations with respect to the Air Force's evaluation of OMNI's quotation, our review of the record provides no basis on which to sustain CTC's protest. As mentioned above, CTC contends that OMNI quoted non-TAA compliant HP ink cartridges and quoted a toner cartridge that was not compatible with the quoted printer. CTC argues that quoting non-TAA-compliant and incompatible consumable items enables OMNI to significantly decrease its prices.¹⁵ CTC Comments at 3-7.

The record demonstrates that OMNI supplied the required TAA certification for the following HP ink cartridges, L0R13A, L0R14A, L0R15A, and L0R16A. COS at 8, 23; see *also* OMNI Comments at 8; AR, Tab 23, Quotation Compliance Review, Line 23. OMNI's quotation also included its GSA schedule identifying these HP products. COS at 23; see *also* AR, Tab 42, OMNI GSA Schedule at 31.¹⁶ The Air Force reviewed OMNI's quotation and determined the quoted products met the solicitation requirements. The solicitation did not set forth an extensive verification procedure as part of the evaluation criteria. There was no reason on the face of the quotation sheets for the Air Force to doubt OMNI's representation that it would supply TAA compliant products and thus, the Air Force's reliance on OMNI's quotation without further investigation of the products is reasonable. Furthermore, OMNI's provision of TAA

same agency, the same services, and the same contracting officer), *with Earth Res. Tech. Inc.*, B-416415, B-416415.2, Aug. 31, 2018, 2018 CPD ¶ 312 at 6 (declining to apply a requirement that the agency supplement a vendor's proposal with information that may, or may not, be known to the agency where the information relates to the solicitation's technical requirements, and the vendor, not the agency, was responsible for providing the information needed to evaluate the vendor's technical quotation).

¹⁵ CTC also argues with regard to the HP products, that the agency's technical evaluation ignored information not in the quotation about which the agency was aware. CTC Comments at 4-6. For the same reasons as set forth above, we do not agree.

¹⁶ The agency did not include this document in the redacted agency report provided to the protester and intervenors.

compliant products under the BPA is a matter of contract administration that the contracting agency, and not our Office, considers. We therefore do not find a basis for sustaining this protest ground.

With respect to CTC's challenge that OMNI quoted a toner cartridge, CF287XC, that was not compatible with the printer quoted, M528c, the contracting officer acknowledges that the quoted consumable cartridge and the printer are not compatible.¹⁷ COS at 23-24. The contracting officer maintains, however, that any incompatibility can be corrected via an administrative change to the catalogue and does not invalidate the evaluation. COS at 23-24.

While the protester maintains that offering the incompatible toner cartridge permitted OMNI to decrease its prices, we find that CTC has failed to allege facts sufficient to establish the likelihood that the protester will prevail in its claim. Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. 4 C.F.R. §§ 21.1(c)(4), (f). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Midwest Tube Fabricators, Inc.*, B-407166, B-407167, Nov. 20, 2012, 2012 CPD ¶ 324 at 3.

CTC assumes that because OMNI is not identified as a seller of the products on GSA Advantage, these items are not on OMNI's GSA schedule and the protester offers no other evidence that OMNI improperly quoted lower prices.¹⁸ See CTC Comments at 5. Without more, we have no basis for sustaining this protest ground.¹⁹

Furthermore, even if CTC is right about the toner cartridge, CTC has not demonstrated prejudice sufficient to warrant sustaining the protest on this ground. Competitive prejudice is an essential element of every viable protest, and we will not sustain a protest unless prejudice is evident from the record. To succeed in its protest, the protester must demonstrate not only that the agency failed to follow established procedures, but also that the failure could have materially affected the outcome of the

¹⁷ According to the protester, toner cartridges CF289X and CF289Y are compatible with M528c. CTC Protest I at 5.

¹⁸ As discussed in FAR 8.402(c), "GSA offers an on-line shopping service called 'GSA Advantage!' through which ordering activities may place orders against Schedules . . . Ordering activities may access GSA Advantage! through the GSA Federal Supply Service Home Page (<http://www.gsa.gov/fas>) or the GSA Federal Supply Schedule Home Page at <http://www.gsa.gov/schedules>." FAR 8.402(c)(1).

¹⁹ The record demonstrates that a compatible toner cartridge was available at a lower price on the GSA schedule price list included in OMNI's quotation. See AR, Tab 42, OMNI GSA Schedule at 31.

competition. *Council for Logistics Research, Inc.*, B-410089.2, B-410089.3, Feb. 9, 2015, 2015 CPD ¶ 76 at 7-8.

CTC argues that by quoting non-TAA compliant and incompatible consumables, OMNI was able to significantly decrease its evaluated price. Based on our review, we find that the record does not support the protester's argument that substitution of a compatible toner cartridge for the incompatible one would require OMNI to provide a higher priced item not on its GSA schedule. Because CTC has not demonstrated that correction of the error here would alter OMNI's price so that it would be higher than CTC's price, the protester has failed to demonstrate prejudice, and therefore, we have no basis for sustaining CTC's protest.

The protest is denied.

Thomas H. Armstrong
General Counsel