



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Comptroller General
of the United States

Decision

DOCUMENT FOR PUBLIC RELEASE

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Matter of: Pitney Bowes, Inc.

File: B-423984; B-423984.2

Date: February 5, 2026

William A. Shook, Esq., The Law Offices of William A. Shook PLLC, for the protester. Kimberly Essary, Esq., Savannah Felton, Esq., and Erin Norris, Esq., Equal Employment Opportunity Commission, for the agency. Emily R. O'Hara, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging agency improperly issued a purchase order on a sole-source basis is denied where there was nothing objectionable with the issuance of a purchase order to pay outstanding invoices for the provision of postage under an existing agreement.
2. Protest challenging agency's alleged undue delay in implementing corrective action is denied where the delay was not a result of the agency permitting performance of an improperly awarded contract.

DECISION

Pitney Bowes, Inc., of Washington, D.C., protests the issuance of a purchase order to Auctane, Inc.,¹ of Austin, Texas, by the Equal Employment Opportunity Commission (EEOC) for postage expenses. The protester contends that the agency improperly issued the purchase order (Order No. 45310025F0154) to Auctane on a sole-source basis, and that the issuance of the purchase order contributed to the agency's undue delay in implementing the corrective action related to the award of a contract for a mail management system.

We deny the protest.

¹ Auctane, Inc. is the legal business name of Stamps.com. Protest, exh. 1, Auctane Federal Procurement Data System Profile. The names are used interchangeably throughout the record and the parties' filings.

BACKGROUND

On May 13, 2024, after learning that the EEOC had issued a federal supply schedule (FSS) order (No. 45310023F0249), on a sole-source basis, to Auctane for a mail management solution, Pitney Bowes submitted an agency-level protest to the EEOC. Supp. Agency Report (AR), Tab 4-1, Agency-Level Protest at 4.² In the agency-level protest, Pitney Bowes argued that the agency failed to conduct market research and provide Pitney Bowes with an opportunity to compete for the mail management requirement. *Id.* at 5-6. The protester requested that the EEOC terminate the order issued to Auctane and “properly solicit the requirements for a mailing solution.” *Id.* at 6.

The EEOC issued its decision on the agency-level protest on June 17. Supp. AR, Tab 4-2, Agency-Level Protest Decision at 3. In the decision, the agency advised the protester that it would take corrective action by: (1) “expanding the sphere of market research to include testing of a solution of the protester,” and (2) recompeting the requirement “by issuing a new solicitation under a GSA [General Services Administration] federal supply schedule.” *Id.* at 3, 5.

On November 25, 2024, the EEOC issued a new solicitation for a “comprehensive mailing solution” that included the lease and maintenance of a mailing management system for the EEOC headquarters and 52 field offices.³ Supp. COS at 2; Supp. AR, Tab 3-1, RFQ No. 45310025Q0001 at 6. Pitney Bowes submitted a timely quotation in response to the solicitation. See Supp. AR, Tabs 6-1 to 6-3, Pitney Bowes Quotation. Pitney Bowes’s quotation was the only quotation received in response to the RFQ. Supp. COS at 2. The EEOC evaluated Pitney Bowes’s quotation, finding that the protester’s quoted price was 60 percent higher than the government’s cost estimate. *Id.* at 2-3.

On February 10, 2025, the contracting officer called Pitney Bowes’s business development manager; during that call, the contracting officer informed Pitney Bowes’s representative that no award had been made yet for the mail management requirement (RFQ No. 45310025Q0001). Jan. 14 Resp. to GAO Inquiry, COS at 1. At that time, the contracting officer also advised Pitney Bowes that its quoted price was 60 percent higher than the agency’s cost estimate, and that the requirement “remained on pause due to the agency’s budgetary restrictions.” *Id.* The agency and protester spoke again

² Citations to the record use the documents’ Adobe PDF pagination.

³ In the interim, on September 28, 2024, to “maintain continuity of services during this period and to allow additional time for preparation of a new solicitation, the EEOC issued a bridge [or interim] Purchase Order with Auctane . . . covering the period from September 25, 2024, through January 27, 2025.” Supp. Contracting Officer’s Statement (COS) at 2; Supp. AR, Tab 8, Auctane Order No. 45310024P0061 at 4. The protester does not challenge the bridge order.

on March 18, when the contracting officer again informed Pitney Bowes “that the RFQ remained on pause.” *Id.* at 2. On May 8, the contracting officer spoke to Pitney Bowes once more, stating that the “requirement had been deferred indefinitely pending agency-level review of programmatic and budgetary considerations, including the impact of DOGE [Department of Government Efficiency]-related directives affecting funding, acquisition strategy, and enterprise systems.” *Id.* The contracting officer further advised that, “given these constraints, it was unlikely that the agency would proceed with an award under RFQ No. 45310025Q0001.” *Id.* After this communication, the contracting officer placed a “buyer note” in the GSA eBuy system, stating that the solicitation had been cancelled.⁴ Supp. AR, Tab 3-2, GSA eBuy Agency View Screenshot.⁵

On September 23, 2025, separate and unrelated to the mailing management systems requirement, the EEOC issued a purchase order to Auctane for the payment of postage (Order No. 45310025F0154). AR, Tab 1-1, Postage Purchase Order (PO) at 1, 4. The protester believed that this purchase order was issued for a mail management solution because the purchase order referenced Auctane’s GSA schedule contract number for a mail management solution. See Protest at 3. As such, the protester filed a protest with our Office on September 30, challenging the issuance of the purchase order. *Id.*

DISCUSSION

The protester alleges the EEOC improperly issued a purchase order to Auctane for a mail management solution. Protest at 2. Separately, the protester contends the agency unduly delayed implementing the promised corrective action responding to its agency-level protest. Comments & Supp. Protest at 6. Pitney Bowes requests that our Office recommend that the EEOC “terminate the contract to Auctane, Inc. and recompete its requirements in accordance with federal procurement regulations.” *Id.* at 7. Although we do not specifically address every variation of the protester’s arguments, we have fully considered them all and find no basis to sustain the protest.

Purchase Order for Postage

First, Pitney Bowes contends that the agency’s issuance of a purchase order (Order No. 45310025F0154) to Auctane was improper. Protest at 2. The protester speculates

⁴ GSA eBuy is an online procurement portal “used by thousands of US federal agencies and military services worldwide to achieve required competition.” GSA eBuy, <https://www.ebuy.gsa.gov/ebuy/> (last visited January 22, 2026).

⁵ The contracting officer avers that, only after speaking with the GSA help desk on January 13, 2026, was she made aware that vendors, such as the protester, cannot view buyer notes in the GSA eBuy system, and that the RFQ still shows as “active” on the GSA eBuy portal. Jan. 14 Resp. to GAO Inquiry, COS at 2 n.1; Supp. AR, Tab 3-3, GSA eBuy Vendor View Screenshot.

that the issuance of the purchase order was for the same type of mailing solution that Pitney Bowes can provide and, therefore, it was improper for the agency to issue the purchase order to Acutane on a sole-source basis. Protest at 3. The agency explains that the issuance of the unrelated purchase order was to pay an outstanding balance for postage only, and the order was not intended to meet a new mailing solutions requirement. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 11.

The record shows that the EEOC has an interagency agreement (IAA) with the United States Postal Service (USPS) for the provision of postage.⁶ Jan. 9 Resp. to GAO Inquiry at 2; AR, Tab 5-1, EEOC and USPS IAA at 1, 3. The USPS uses a third-party vendor, Auctane, to supply the postage. COS/MOL at 9 ("USPS establishes postage rates, and Auctane, as the authorized postage platform utilized by the EEOC, passes through those costs with no additional markup or price increase."); see AR, Tab 5-1, EEOC and USPS IAA at 3. The agency explains that "EEOC's postage platform is integrated with Auctane's system (also known as Stamps.com), such that when EEOC employees send agency correspondence via USPS, the cost should be automatically deducted from EEOC's postage account funded by its IAA." COS/MOL at 9. In July of 2025, the agency learned that a technical error with the platform prevented the payment of postage from being deducted from the EEOC's account. *Id.* at 9. The EEOC's postage account was subsequently locked due to the unpaid balance for the provision of postage, and the EEOC was unable to send mail via USPS. *Id.*; see AR, Tabs 3-1 to 3-15, Outstanding Balance Invoices. Once the agency was notified of the payment error, it sought to pay the outstanding invoices. COS/MOL at 9. To effectuate payment, the EEOC issued a purchase order to Auctane on September 23, 2025, for \$116,000 to pay for the past due postage and to cover the agency's postage for the final month of fiscal year 2025. *Id.* at 9; AR, Tab 1-1, Postage PO at 1, 4.

Here, the protester's contention that the agency improperly issued a sole-source purchase order for a mailing solution appears to be based on Pitney Bowes's misperception of the nature of the purchase order. Pitney Bowes assumes the purchase order (Order No. 45310025F0154) resulted from a solicitation for a new requirement, *i.e.*, a mail management solution. See Protest at 3. The record, however, supports the agency's explanation that the EEOC issued the purchase order as a

⁶ Under the Economy Act, an agency may enter into an interagency agreement to fulfill its requirements under another agency's contract, provided the requirements of the Act are met. 31 U.S.C. § 1535; *Floro & Assocs.*, B-285451.3, B-285451.4, Oct. 25, 2000, 2000 CPD ¶ 172 at 5. The Economy Act applies to interagency acquisitions unless there is more specific authority for such transactions. FAR 17.502-2(b). Agencies may use interagency agreements to fulfill their requirements through use of another agency's contract. FAR 17-502-1; *Floro & Assocs.*, *supra*.

mechanism to pay for goods that were already acquired, rather than to solicit a new requirement.⁷

The agency explains--and the record reflects--that the EEOC uses the existing IAA with the USPS to fulfill the EEOC's postage needs. Jan. 9 Resp. to GAO Inquiry at 2; AR, Tab 5-1, EEOC and USPS IAA at 1, 3. In response to the agency report explaining the EEOC's use of the IAA with the USPS, the protester does not challenge the propriety of the IAA itself. Rather, the protester appears to question the veracity of the contracting officer, pointing out that the purchase order in question references Auctane's GSA contract rather than the IAA. Comments & Supp. Protest at 2-3. According to the protester, because the purchase order was issued against Auctane's GSA schedule contract, our Office can review an order that was issued under FAR subpart 8.4. *Id.*

Generally, GAO does not review the propriety of IAAs between agencies. *Meridian Knowledge Sols., LLC*, B-420150.4 *et al.*, Aug. 25, 2022, 2022 CPD ¶ 215 at 9; *Ecoscience, Inc.*, B-232403, Sept. 2, 1988, 88-2 CPD ¶ 212 at 1; *Boulder Sci. Co.*, B-225644, Mar. 20, 1987, 87-1 CPD ¶ 323 at 1. However, we have reviewed IAAs in some circumstances, such as where the performance of the agreement would involve exceeding the scope of an awarded contract, or where the statutes authorizing such agreements impose specific requirements for their use. See, e.g., *Floro & Assocs.*, *supra* at 6-7 (concluding that an IAA otherwise authorized by law was improper where the services would be provided under an indefinite-delivery, indefinite-quantity contract, but exceeded the scope of that contract). Here, as noted above, the protester has not challenged the EEOC's use of the IAA with the USPS. Consequently, we have no basis to question the propriety of the IAA. *Ecoscience, Inc.*, *supra*.

Moreover, the protester's claim, questioning the propriety of the purchase order, asks us to ignore not only the contracting officer's statement--explaining the agency's use of the IAA as well as acknowledging the mistaken reference in the initial order to Auctane's GSA schedule--but also to ignore the record, which reflects that the agency issued a modification to remove the mistaken reference once the agency recognized the error. COS/MOL at 6 n.4; Supp. AR, Tab 1, Postage PO Modification at 1; Jan. 9 Resp. to GAO Inquiry at 1. While the protester questions the EEOC's use of a purchase order to effectuate payment of goods (postage) obtained through the IAA, Pitney Bowes has provided no authority that would prohibit the agency from doing so under these

⁷ The initial purchase order for the payment of postage, issued by the EEOC, did reference Auctane's GSA schedule contract number for a mail management solution. See AR, Tab 1-1, Postage PO at 1. The contracting officer explains that the inclusion of the schedule contract number on the purchase order was a mistake, and the agency has since modified the purchase order to remove reference to that GSA schedule contract. COS/MOL at 6 n.4; see Supp. AR, Tab 1, Postage PO Modification at 1.

circumstances. As such, our review of the record finds no basis to sustain the protester's arguments here.⁸

Mail Management Solution

Relatedly, the protester also argues that the EEOC's issuance of the mail postage purchase order (Order No. 45310025F0154) to Auctane has resulted in the agency's undue delay in implementing the promised corrective action. *Comments and Supp. Protest* at 6. As noted above, after Pitney Bowes filed an agency-level protest with the EEOC, challenging the issuance of a sole-source order (Order No. 45310023F0249) to Auctane for the provision of a mail management solution, the EEOC decided to take corrective action. *Supp. AR, Tab 4-2, Agency-Level Protest Decision* at 3. In the decision addressing the agency-level protest, the EEOC proposed to take corrective action that would include conducting further market research and issuing a new solicitation, competing the requirement under FAR section 8.405. *Id.*

Our Office has previously found that an agency unduly delays implementation of its corrective action where the agency allows continued performance of an improperly awarded contract, fails to justify or explain lengthy delays, or acts in bad faith. *AdaRose Inc.--Protest & Costs*, B-299091.2, Jan. 14, 2008, 2008 CPD ¶ 18 at 4; *Computer Cite*, B-412162.3, July 15, 2016, 2016 CPD ¶ 186 at 4-5. However, we have recognized that an objection to the length of time taken to complete corrective action, without more, is not a cognizable basis of protest. *AboutWeb LLC--Protest & Costs*, B-416116.2, Nov. 9, 2018, 2018 CPD ¶ 386 at 4.

Here, the protester does not specifically argue that the agency's undue delay in implementing its corrective action was a result of bad faith or a failure to adequately justify its delay.⁹ See generally *Comments and Supp. Protest*. Rather, the protester

⁸ In any event, even if we were to construe the protester's argument as challenging the propriety of using a purchase order as the mechanism to pay for goods already acquired under an existing IAA, this would be a matter of contract administration. Essentially, the protester is challenging the mechanism in which the EEOC has paid for goods it acquired under its agreement with the USPS. Our regulations provide that “[t]he administration of an existing contract is within the discretion of the agency.” 4 C.F.R. § 21.5(a). Accordingly, once a contract or agreement is awarded, our Office will generally not review protests of modifications or delivery orders under contracts because such matters are related to contract administration and are beyond the scope of our bid protest function. *East West Rsch., Inc.--Recon*, B-233623.2, Apr. 14, 1989, 89-1 CPD ¶ 379 at 2 (viewing challenge to suspension of “fast payment privileges” under a blanket purchase agreement as matter of contract administration, which our Office does not review).

⁹ Even if the protester had made such arguments, our Office has previously found that months-long delays do not by themselves constitute an undue delay in implementing proposed corrective action where an agency reasonably justifies or explains those

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focuses on its speculation that the agency's alleged failure to timely implement corrective action was due, in Pitney Bowes's view, to the EEOC's alleged use of an improperly awarded contract to Auctane. *Id.* at 3 (citing EEOC's emails to Auctane in July of 2025 regarding outstanding invoices for postage to justify "the improper nature of the award action"); see *id.* at 7 (requesting GAO recommend that the agency "terminate the contract to Auctane").

The record confirms that there was no separate contract awarded to Auctane, as the protester speculates. Jan. 9 Resp. to GAO Inquiry at 2; Supp. COS at 3. Rather the purchase order in question (Order No. 45310025F0154), was issued to Auctane on September 23, 2025, for the payment of an unpaid balance for postage obtained through the EEOC's IAA with the USPS, which was unrelated to the competition for a mail management solution. AR, Tab 1-1, Postage PO at 1, 4; see Jan. 9 Resp. to GAO Inquiry at 2. Therefore, we find no evidence to support the protester's inference that the agency's issuance of the purchase order for postage somehow contributed to or caused the alleged undue delay the implementation of the agency's proposed corrective action of competing a requirement for a mail management solution.

Further, the EEOC affirms that a current contract with Auctane for a mail management solution does not exist. Supp. MOL at 2, 4 ("Protester asks GAO to recommend that the Agency terminate its mailing solution contract with Auctane, Inc. As explained above, there is no such contract to terminate."); Supp. COS at 3 ("[T]he EEOC does not currently have an active contract with Auctane for a mailing solution."). Our review finds no evidence in the record to support the protester's contention that the agency is permitting performance of some other improperly awarded contract to Auctane, in lieu of competing the requirement as proposed in its corrective action.¹⁰ *QuanTech, Inc.*--

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delays. *AdaRose*, *supra* at 4-5; *J&J/BMAR Joint Venture, LLC--Costs*, B-290316.7, July 22, 2003, 2003 CPD ¶ 129 at 3. It is worth noting the record here demonstrates that, after issuing its June 17, 2024, decision agreeing to take corrective action, the EEOC (1) initiated and completed the expanded market research on July 9, and (2) issued the new solicitation competing the requirement on November 25. Supp. AR, Tab 5, Market Research; Supp. AR, Tab 3-1, RFQ No. 45310025Q0001; Supp. COS at 2-3. Furthermore, the record clearly indicates that the agency notified the protester in February, March, and May of 2025 that delays in the procurement process were the result of budgetary restrictions and agency restructuring due to DOGE priorities. Jan. 14 Resp. to GAO Inquiry, COS at 1-2. Under these circumstances, we would not find the agency's rationale for its delay to be unreasonable. *J&J/BMAR Joint Venture, LLC--Costs*, *supra*.

¹⁰ As discussed above, the agency notes that a "bridge purchase order" (Order No. 45310024P0061) was issued to Auctane from September 25, 2024, to January 27, 2025, for a mail management system while the EEOC sought quotations for a new mail management solution. Supp. COS at 2; see Supp. AR, Tab 8, Auctane Bridge Order No. 45310024P0061. The agency also highlights that it maintains separate task orders

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Costs, supra (denying protester's challenge that agency evaded implementing corrective action by continuing to allow performance of improperly awarded contract where no performance was occurring). As such, we find no basis to sustain the protest allegation.

Finally, because we deny the protester's allegation that the agency used an improperly awarded contract to unduly delay implementing its corrective action, Pitney Bowes's remaining argument merely amounts to a challenge to the length of time the agency is taking to implement its corrective action. As we have explained, protests that merely challenge the length of time taken to complete corrective action, without more, are not a cognizable basis of protest.¹¹ *Western Star Hosp. Auth., Inc.*, B-414198.2, B-414198.3, June 7, 2017, 2017 CPD ¶ 183 at 9; *Computer Cite, supra* at 4-5 (dismissing protest of the length of time that it has taken the agency to complete corrective action because it fails to allege a cognizable basis of protest).

The protest is denied.

Edda Emmanuelli Perez
General Counsel

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with FedEx and UPS *via* an existing Department of Defense purchase order for comprehensive mailing solutions that the EEOC is currently using for its mail management needs. Supp. MOL at 4; see, e.g., Supp. AR, Tab 9-1, FedEx Purchase Order; Supp. AR, Tab 9-2, UPS Purchase Order. The protester, however, does not allege that these orders have been improperly issued or used by the agency to unduly delay implementing its corrective action.

¹¹ While we ultimately find that the agency has not unduly delayed taking corrective action based on award of an improperly awarded contract to Auctane, we expect the agency will timely notify the protester of the agency's decision completing the corrective action or procurement as appropriate.