



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Huntington Valley Industries

File: B-274303

Date: November 29, 1996

Nancy Fisher for the protester.

Robert L. Mercadante, Esq., Defense Logistics Agency, for the agency.

Aldo A. Benejam, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Vendor bears responsibility for timely conveying its quote, including all information required by request for quotations to determine the technical acceptability of the proposed item, to the designated government office. Where protester allegedly transmitted required information by facsimile, but agency denies timely receipt and there is no proof of receipt, agency reasonably considered quotation incomplete and properly rejected it as technically unacceptable.

DECISION

Huntington Valley Industries (HVI) protests the rejection of its quotation under request for quotations (RFQ) No. SPO500-96-Q-LG30, issued by the Defense Industrial Supply Center (DISC) for internal wrenching bolts.

We deny the protest.

The procurement was conducted under simplified acquisition procedures authorized by the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. § 2304(g) (1994), as implemented in part 13 of the Federal Acquisition Regulation (FAR). The RFQ was issued by DISC under "automated" procedures using the DISC electronic bulletin board to solicit and receive quotations. Firms desiring access to the electronic bulletin board to review the RFQs and submit quotations are required to enter into small purchase agreements with DISC. The agreements set forth terms, conditions, provisions, and clauses which are applicable to RFQs and purchase orders issued by

DISC for small purchases, including those solicited and awarded electronically.¹ DISC and Huntington have entered into such an agreement.

The RFQ, posted on the DISC electronic bulletin board on June 19, 1996, stated that the agency required 3,300 bolts and that the bolts were considered a "critical application item," and requested quotations by July 11. The RFQ and the DISC small purchase agreement specifically required quotations to include certain technical information. The RFQ's product item description listed the acceptable source by name and the product by part number, and the RFQ stated that source inspection/approval would be required of offerors other than the acceptable source. The RFQ's "Products Offered Clause" required that offerors furnish with their quotes evidence that the product being offered is the product specified in the RFQ's product item description, and listed the specific type of evidence required to establish the identity of the product and the manufacturing source.

Of the seven responses DISC received, HVI submitted the lowest-priced quotation. The contracting officer rejected HVI's quotation as technically unacceptable because HVI failed to provide the required information concerning the bolts HVI intended to supply. The contracting officer rejected the second lowest-priced quotation, and on August 14, issued a purchase order to ASC Industries, which had submitted the third lowest-priced quotation.

The protester does not challenge DISC's determination that the required information was necessary to establish the acceptability of its quotation.² Rather, HVI claims that it transmitted the required information by facsimile using "DISC standard form 2500." HVI speculates that its facsimile was not forwarded to the contracting officer. HVI argues that since it transmitted the required information, DISC should have found its quote acceptable and issued the purchase order to HVI at its lower price.

¹For further discussion of how DISC conducts simplified acquisition procedures using its electronic bulletin board, see Arcy Mfg. Co., Inc. et al., B-261538 et al., Aug. 14, 1995, 95-2 CPD ¶ 283.

²We recently denied another protest by HVI that DISC improperly rejected its quotation for close tolerance screws as technically unacceptable where, as in this case, HVI's quotation lacked "the most rudimentary" technical information required by the RFQ. Huntington Valley Indus., B-272321, Sept. 27, 1996, 96-2 CPD ¶ 126.

Vendors are responsible for having their offers/quotes reach the designated government office on time. Carter Mach. Co., Inc., B-245008, Aug. 7, 1991, 91-2 CPD ¶ 143. Vendors relying on facsimile transmissions to file documents assume the risk of nonreceipt. See, e.g., Comspace Corp., B-243166.2, June 27, 1991, 91-1 CPD ¶ 610; Adrian Supply Co.--Recon.; Western States Elec., Inc., B-227022.3; B-227022.4, Feb. 23, 1988, 88-1 CPD ¶ 184. Here, DISC contracting officials deny having received the required information from HVI prior to issuing the purchase order to ASC.³ The record contains no other conclusive, contemporaneous evidence to support HVI's claim that it transmitted the required information, or that DISC contracting officials received HVI's facsimile transmission. In the absence of any evidence documenting receipt by DISC of the information necessary to determine the acceptability of HVI's proposed bolts, we conclude that the agency reasonably proceeded on the basis that HVI's quote was incomplete as submitted, and properly rejected the quote as technically unacceptable. See, e.g., Southern CAD/CAM, 71 Comp. Gen. 78 (1991), 91-2 CPD ¶ 453.

The protest is denied.

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³The contracting officer states that the first time she saw a copy of the DISC form 2500 HVI allegedly faxed with its quote was on August 19, after HVI filed this protest. There is no evidence in the record to contradict the contracting officer's statement.