



Washington, D.C. 20548

## Decision

PR

Matter of: Water Resources Education

File: B-224682

Date: November 28, 1986

### DIGEST

1. Small purchase procedures, as implemented by the Federal Acquisition Regulation, require agencies to obtain competition to the maximum extent practicable. The use of competitive procedures by prime contractor for federal agency is therefore proper, notwithstanding that previous awards for similar acquisitions were allegedly made on a sole-source basis.

2. Contractor's inability to begin performance on scheduled date, where contractor's quotation took no exception to this requirement, is a matter of contract administration and not for consideration by General Accounting Office.

### DECISION

Water Resources Education (Water Ed) protests the award of a subcontract under request for quotations (RFQ) No. U-98699, issued by the E.I. Du Pont De Nemours and Company (Du Pont) for a course of water-treatment training classes. Du Pont is the prime contractor under Department of Energy (DOE) contract No. DE-AC09-76-SR0001 for the management and operation of the DOE Savannah River Plant for the production of nuclear materials.

We deny the protest in part and dismiss it in part.

On August 27, 1986, Du Pont issued the RFQ in order to subcontract a series of 10 sessions of instruction in water treatment. Water Ed states that in previous procurements for similar courses of instruction, Du Pont has simply requested a sole-source price quote from Water Ed without requesting competitive quotations, as permitted under Du Pont small purchase procedures for acquisitions with a value of less than \$5,000. Water Ed protests the use of competitive

760063/087718

procedures and alleges, in essence, that Du Pont's decision to issue the RFQ was related to a conflict between Du Pont and Water Ed over a separate solicitation (inquiry 86-66) for another series of classes issued at approximately the same time.

To the extent Water Ed is arguing that small purchase procedures preclude the use of competitive procedures, the protest is denied.

Initially, we point out that we do not review subcontract awards by government prime contractors, except where the award of the subcontract is by or for the government.

4 C.F.R. § 21.3(f)(10) (1986). Here, the contractor is managing a government-owned facility and is thus acting "for" the government. See Rosemount, Inc., B-218121, May 16, 1985, 85-1 CPD ¶ 556 at p. 2. In this type of case, we review the subcontract procurement to determine if it was consistent with and achieved the policy objectives of the federal statutes and regulations that apply to direct procurements by federal agencies. Id.

It is true that small purchase procedures are excepted from the requirement set forth in the Competition in Contracting Act of 1984 (CICA) that agencies obtain full and open competition through the use of competitive procedures when conducting procurements. 41 U.S.C. § 253 (Supp. III 1985). For purchases of less than \$25,000, these simplified procedures for acquiring goods and services are designed to promote efficiency and economy in contracting and to avoid unnecessary burdens for agencies and contractors. S.C. Services Inc., B-221012, Mar. 18, 1986, 86-1 CPD ¶ 266. However, this does not mean agencies should acquire goods noncompetitively whenever a small purchase is involved. CICA still requires agencies to obtain competition to the maximum extent practicable when utilizing small purchase procedures. 41 U.S.C. § 253(g).

In implementing this statutory requirement, the Federal Acquisition Regulation requires contracting officers, using small purchase procedures for purchases of more than \$1,000, to solicit quotations from a reasonable number of qualified sources to ensure that the purchase is advantageous to the government, price and other factors considered. 48 C.F.R. § 13.106(b)(1) (1985).


We therefore find no merit to the protester's contention that use of small purchase procedures precluded Du Pont from soliciting competitive quotations.

Water Ed also points out that it has performed successfully in the past "when other contractors could not help" and argues that the firm's "longstanding relationship with Du Pont as a small business should influence the award." Essentially, Water Ed contends that an award should have been made to it on a sole-source basis. However, we dismiss the protest on this issue, since generally our Office does not consider it appropriate to review a protest that an agency should procure supplies or services from a particular firm by making award on a sole-source basis. See Ocean Technology, Inc., B-221819, Jan. 27, 1986, 86-1 CPD ¶ 93.

Water Ed also contends that the awardee, Aiken Technical College (Aiken), did not have an instructor available on the scheduled starting date for classes and that Aiken's quotation was therefore nonresponsive to the terms of the RFQ. The record indicates that Aiken did not take exception in its quotation to the announced class schedule. Rather, Aiken's quotation specifically indicates September 4, 1986, as the starting date for classes, as required under the RFQ. Furthermore, once a contract has been awarded, the question of whether a contractor actually meets its contractual obligations is a matter of contract administration, which is the responsibility of the procuring agency and is not encompassed by our bid protest function. 4 C.F.R. § 21.3(f)(1) (1986); Right Away Foods Corp.--Reconsideration, B-219676.4, Mar. 24, 1986, 86-1 CPD ¶ 287.

Since Aiken's inability to meet the scheduled starting date did not arise until after the contract had been awarded, it is a matter of contract administration and will not be considered further.

The protest is denied in part and dismissed in part.

*for*   
Harry R. Van Cleve  
General Counsel