

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

30402

FILE: R-216480**DATE:** February 8, 1985**MATTER OF:** Gradwell Company, Inc.

DAT 00179

DIGEST:

1. Since the purpose of the small purchase procedures is to minimize administrative costs, a contracting officer is given broad discretion with respect to making small purchases. The GAO therefore will only review protests against an agency's approach to defining the field of competition and will not question such determinations unless it is shown that the contracting officer acted without a reasonable basis.
2. Under regulations covering Small Business-Small Purchase Set-Asides, a contracting officer may purchase on an unrestricted basis if there is no reasonable expectation of obtaining quotations from two or more competitive small businesses.
3. Under regulations covering Small Business-Small Purchase Set-Asides, a contracting officer may limit a solicitation over \$1,000 to one source if only that source is reasonably available and it is impractical to obtain competition.

Gradwell Company, Inc., protests the award of five contracts under requests for quotations DAKF40-84-F-2786, -F-3559, -M-6092, -M-8136, and -1152. All were issued by the Department of the Army for maintenance and repair of Savin, A.B. Dick, Pitney Bowes, 3M, and IBM equipment, e.g., typewriters and copiers, at Fort Bragg, North Carolina, schools. Gradwell alleges that it was improperly excluded from competition for these contracts although it was the incumbent under a contract covering the various manufacturers' equipment that expired September 30, 1984. Gradwell also asserts that contracts have been improperly awarded to large businesses.

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We deny the protest.

All of the procurements fall under the small purchase limit of \$25,000, and one is under \$1,000. They therefore were conducted under the simplified procedures outlined in the Federal Acquisition Regulation (FAR), 48 C.F.R. Part 13 (1984).

The Army states that the Savin and A.R. Dick contracts, for \$12,380 and \$12,052, respectively, were awarded to small businesses after Gradwell was solicited orally and failed to respond. The IBM contract, for \$4,675, was awarded to the low offeror, another small business, although Gradwell submitted a quote. The 3M contract for \$900 and the Pitney Bowes contract for \$1,432 were awarded without soliciting Gradwell.

We limit our consideration of procurements conducted under the small purchase procedures to protests against the contracting agency's approach to defining the field of competition. We do so because these procedures are designed to minimize the administrative cost that otherwise might be the equivalent of or exceed the cost of acquiring relatively inexpensive items. In contrast to other procurements, the procedures therefore permit purchases without the need to maximize competition. However, once the field of competition is defined, the procurement must be conducted consistent with the concern for fair and equitable competition that is inherent in any procurement. P. F. White & Assoc., Inc., 61 Comp. Gen. 320 (1982), 82-1 CPD ¶ 294. Under applicable regulations, purchases under \$1,000 may be made without competitive quotations if the contracting officer considers the price reasonable; for purchases between \$1,000 and \$25,000, the contracting officer must solicit quotations from a reasonable number of qualified sources, taking into account price and administrative cost of the purchase, unless he or she determines that only one source is reasonably available. See FAR §§ 13.106(a) and (b). In addition, oral solicitations are acceptable. Id.

We shall consider the protester's allegations as applied to each contract in turn.

The Army and the protester differ on the facts surrounding the Savin and A.R. Dick contracts. The contracting officer maintains that although the purchasing agent solicited Gradwell orally on August 2 and 7, 1984, respectively, and left messages with its answering service, Gradwell did not respond. Gradwell maintains that it was never solicited for these contracts. Since the protester has the burden of proving its case, where the only evidence presented is conflicting statements by the protester and the contracting officer, we have held that the burden has not been met. Avdin Vector, B-209200, June 2, 1983, 83-1 CPD ¶ 597. Gradwell has not met its burden in this instance.

Gradwell was solicited and, in fact, did submit a quotation of \$5,154 on the IRM contract. Another small business submitted the low quotation of \$4,675, and award to that firm is contemplated. Since the protester was not excluded from competing for this contract, it has no cause for complaint with reference to it.

Gradwell was not solicited for the 3M contract. The purchasing agent orally solicited three other firms and found the \$900 price to be reasonable. Since she was not even under a duty to secure competitive quotations, we find that the purchasing agent legitimately awarded the contract to another small business.

The last contract, Pitney Bowes', was awarded to the manufacturer's authorized representative, apparently a large business, for \$1,432. The contracting officer maintains that, in the interest of economy and upon consideration of skill and experience, only this one source was reasonably available.

Pursuant to FAR § 13.105(d)(2), covering Small Business-Small Purchase Set-Asides, if a contracting officer determines that there is no reasonable expectation of obtaining quotations from two or more responsible small business concerns that will be competitive in terms of market price, quality, and delivery, he or she may purchase on an unrestricted basis. Further, pursuant to FAR § 13.106(b)(1), a contracting officer may limit a solicitation for purchases over \$1,000 to one source if he

or she determines that only one source is reasonably available and that it is impractical to obtain competition.

We have held that since the purpose of the small purchase procedures is to minimize administrative costs, a contracting officer is given broad discretion with respect to making small purchases and, in fact, may decide to solicit only particular suppliers to the exclusion of others, so long as this decision is not the result of bad faith. Security Assistance Forces and Equipment OHG, R-195830, Feb. 8, 1980, 80-1 CPD ¶ 114. We will only question such determinations if it is shown that they are without a reasonable basis.

Here, the contract amount was small--\$1,432; the record indicates that Pitney Bowes copiers had proved difficult for Gradwell to maintain under the previous service contract, and the contracting officer felt that the manufacturer's service agent would best provide the necessary expertise to meet the Army's needs within the required timeframe.

We find that the contracting officer reasonably concluded that awarding the contract to the manufacturer's authorized representative would best serve the needs of the government, given the price and administrative cost of the purchase.

We deny the protest as to all five procurements.

for Seymour Efron
Comptroller General
of the United States