



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Oregon Innovative Products  
File: B-231767  
Date: August 2, 1988

---

### DIGEST

Agency's request for verification of a firm's quotation and acceptance of revised quotation is not legally objectionable under the informal procedures permitted for small purchases. The language requesting quotations by a certain date cannot be construed as establishing firm closing date for the receipt of quotations absent a late quotation provision expressly providing that quotations must be received by that date to be considered.

---

### DECISION

Oregon Innovative Products (OIP) protests the award of a contract to Gary Davis under request for quotations (RFQ) No. R6-18-88-734 issued by the United States Forest Service for the cutting and removal of vegetation.

We deny the protest.

Seven quotations were received by the May 30, 1988 due date. Because Gary Davis' quotation was 35 percent under the government estimate, the contracting officer, suspecting a mistake, asked him to verify or revise his quotation. No information concerning the quotations received was furnished to Davis. Davis submitted a revised quotation, which was still low, and the Forest Service issued him an order on June 13. OIP protests that the Forest Service should not have allowed Davis to revise his quotation.

The RFQ was issued pursuant to the small purchase procedures contained in part 13 of the Federal Acquisition Regulation (FAR). The small purchase procedures, less formal than those usually followed in government procurement, set forth abbreviated competitive requirements designed to minimize administrative cost that otherwise might equal or exceed the

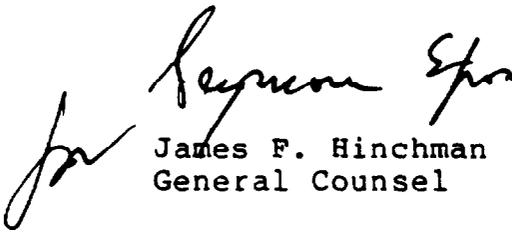
042869/136475

cost of relatively inexpensive items. For example, procuring agencies are not required to hold the type of discussions that occur in a full-scale negotiated procurement. See Rotair Industries, Inc., B-219994, Dec. 18, 1985, 85-2 CPD ¶ 683. Moreover, a quotation, unlike a sealed bid or an offer (submitted in response to a request for proposals), is not a legally binding offer that can be accepted by the government to form a binding contract. The ensuing order from the government is the offer which the proposed supplier can accept, either through performance or by a formal acceptance of the government's offer. FAR § 13.108. It follows then, that a quotation submitted under the government's small purchase procedures (which do not contain a "late" submission clause) can be revised prior to the time the government issues an order, because the language requesting quotations by a certain date cannot be construed as establishing a firm closing date for the receipt of quotations absent a late quotation provision expressly providing that the quotations must be received by that date to be considered. See Instruments & Controls Service Company, 65 Comp. Gen. 685 (1986), 86-2 CPD ¶ 16.

Here, the RFQ advised quoters that quotations submitted would remain confidential and that the government could conduct discussions with any or all quoters. Under the circumstances, we do not find it legally objectionable that the contracting officer permitted Davis to revise his quote, as there is no indication that the agency disclosed the other quoters' prices.

OIP also questions Davis' ability to perform the contract. This concerns Davis' responsibility as a prospective contractor. Our Office does not review an agency's affirmative determination of responsibility in the absence of a showing of possible fraud or bad faith by the procuring officials or that definitive responsibility criteria may not have been met. American Maid Maintenance, B-225571, Jan. 9, 1987, 87-1 CPD ¶ 47. Neither exception has been alleged in this case.

The protest is denied.

  
James F. Hinchman  
General Counsel