



Comptroller General
of the United States

Washington, D.C. 20548

Schatz

Decision

Matter of: Colbar, Inc.
File: B-235717.3
Date: August 21, 1989

DIGEST

1. Protester's assertion that agency acted improperly if it held negotiations with other offerors after submission of best and final offer is based only on speculation that agency may have conducted such negotiations and as such is not a valid basis for protest.
2. Where agency's failure to provide protester prompt notification of contract award did not prejudice protester, failure is mere procedural deficiency that does not affect the validity of the award.

DECISION

Colbar, Inc., protests the proposed award of a contract under request for proposals (RFP) No. N00612-89-R-0047, issued by the Navy for mess attendant services. Colbar contends that the agency acted improperly in several respects, and that the award therefore was improper. We dismiss the protest.

Colbar first alleges that if the Navy conducted negotiations with offerors other than Colbar after submission of best and final offers (BAFOs), the Navy acted improperly since Colbar was not included in such further discussions. Colbar does not assert, however, that the Navy in fact ever conducted further discussions, and as submission of BAFOs ordinarily marks the completion of the negotiation process, we have no reason to believe the Navy extended the process with any other offerors. We will not review an allegation based solely on a protester's speculation. Tri-States Service, B-232322, Nov. 3, 1988, 88-2 CPD ¶ 436.

Colbar next contends that the Navy failed to comply with Federal Acquisition Regulation (FAR) § 15.1001, which requires contracting agencies to provide unsuccessful offerors with written notice of the contract award.

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However, while such notice is indeed called for by the FAR, where as here a late notification does not prejudice the unsuccessful offeror in any meaningful way, the agency's failure to comply with the regulation is only a procedural deficiency and does not affect the validity of the award. Rainbow Technology, Inc., B-232589, Jan. 24, 1989, 89-1 CPD ¶ 66.

Colbar finally maintains that the Navy improperly failed to debrief Colbar on the evaluation of its proposal after the award had been made, as required by FAR § 15.003. However, this provision only requires that agencies provide a detailed briefing after award upon the request of an unsuccessful offeror. S & Q Corp., B-219420, Oct. 28, 1985, 85-2 CPD ¶ 471. Colbar apparently never requested a debriefing here.

The protest is dismissed.



Ronald Berger
Associate General Counsel