



Comptroller General
of the United States
Washington, D.C. 20548

Gordon
146746

Decision

Matter of: Productive Office Concepts
File: B-247477
Date: May 22, 1992

K. J. Kidd for the protester,
Charles J. McManus, Esq., Douglas P. Larsen, Esq., and
Scott E. Miller, Esq., Department of the Navy, for the
agency,
Daniel I. Gordon, Esq., and Paul I. Lieberman, Esq., Office
of the General Counsel, GAO, participated in the preparation
of the decision.

DIGEST

Protest alleging that agency may have improperly disclosed
protester's proprietary material is denied where the record
contains no evidence which supports the protester's
speculative claim.

DECISION

Productive Office Concepts (POC) protests the award to Nova
Business Furnishings of a contract for disassembly,
transport and reassembly of office work stations under
request for quotations (RFQ) No. N0429A-92-Q-0140, issued by
the Department of the Navy. POC contends that proprietary
data contained in its quotation might have been improperly
disclosed to Nova and used by that company in its quotation.

We deny the protest.

Because the anticipated contract amount was less than
\$25,000, the Navy conducted the procurement under the small
purchase procedures of Federal Acquisition Regulation (FAR)
part 13. Pursuant to those procedures, the contracting
officer solicited quotations from three sources, including
POC. After conducting a site visit, as permitted by the
RFQ, POC submitted a quotation price of \$38,425 on
December 16, 1991. The other two companies solicited did
not submit quotations.

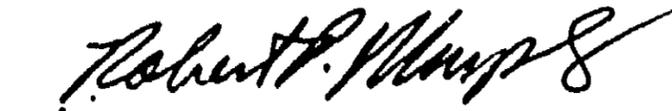
Because only one quotation was received, and that quotation
was considerably above \$25,000, the contracting officer
decided to solicit quotations from two additional sources,
one of which was Nova. After a site visit, the latter firm

submitted a quotation in the amount of \$14,000 on January 22, 1992.¹ A purchase order was issued to Nova for that amount on January 22, 1992.

POC contends that the length of time between the date it submitted its quotation, which included its layout plans and drawings, and the date that Nova submitted a quotation suggests that POC's proprietary information may have been provided by the agency to Nova. POC alleges that its review of Nova's plans, during the course of the protest proceedings, reveals similarities between the companies' plans, thus supporting the probability of improper disclosure of proprietary information. The agency states that it did not release POC's plans or any other information contained in POC's quotation to Nova.

The record contains no evidence that the agency conveyed to Nova, either directly or indirectly, POC's plans or any other aspect of POC's response to the RFQ. It is clear from the record that the delay between the submission date of POC's and Nova's responses to the RFQ was caused by the agency's reasonable decision to solicit quotations from additional sources. No other evidence, even circumstantial evidence, indicates that any improper disclosure occurred. The general similarities alleged by POC to exist between the two companies' plans do not constitute such evidence, particularly since all that is involved is a rudimentary layout for an established office space area. In the absence of evidence to support the protester's assertion, we can not sustain the protest. Contract Int'l Corp., 70 Comp. Gen. 115 (1990), 90-2 CPD ¶ 442; Oak St. Distribution Center, Inc., B-243197, July 2, 1991, 91-2 CPD ¶ 14; Jordan-Delaurenti, Inc., B-222576, July 22, 1986, 86-2 CPD ¶ 91.

The protest is denied.


James F. Hinchman
General Counsel

¹The other source submitted a quote of \$15,776.