

DECISION

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

FILE: B-211333

DATE: June 28, 1983

MATTER OF: R. E. White & Associates, Inc.

DIGEST:

After issuance of a purchase order in a small purchase procurement, the agency discovered that it had misplaced the protester's timely lower quotation. GAO will not disturb the contract, however, since the agency's error was not the result of a conscious or deliberate effort to exclude the protester from consideration.

R. E. White & Associates, Inc. protests the issuance of purchase order DLA900-83-M-W974 to Kidde, Inc. for 16 thermostatic switches by the Defense Electronics Supply Center of the Defense Logistics Agency (DLA). Quotations were initially requested through an automated small purchase procurement under request for quotations (RFQ) DLA900-83-T-E308. Although White submitted a timely quotation in response to the solicitation (offering surplus switches manufactured by Kidde) at a unit price of \$47.50, DLA erroneously failed to record it. When no response was recorded within 18 days after the closing date for receipt of quotations, DLA's computer automatically canceled the automated solicitation. The computer reprinted the purchase request, and the buyer thereafter solicited quotations from Kidde and the only other approved source for the switches. Only Kidde responded before the new closing date, offering the items at a unit price of \$108.43. White says that it should have received the award based on its quotation of \$47.50 per item.

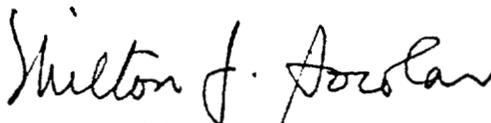
We deny the protest.

We considered a substantially similar situation in our decision in R. E. White & Associates, Inc., 61 Comp. Gen. 320 (1982), 82-1 CPD 294. There, DLA, using its automated small purchase system, also misplaced and then failed to consider a quotation White had submitted. We denied the protest because we believed the need for the

orderly and expeditious fulfillment of an agency's requirement precluded disturbing a small purchase contract based on a misplaced offer discovered after award absent evidence of a conscious or deliberate effort by contracting personnel to prevent the selection of that offeror.

While it is unfortunate that White's quotation was misplaced, there is no evidence that DLA's failure to consider the quotation in this case was conscious or deliberate. Following a practice that DLA permits in small purchase procurements, White combined quotations on two RFQs in a single telegraphic proposal. The quotation on the RFQ in issue was listed second on White's telegram. DLA's normal practice is to make and distribute copies of multiple quotations to all of the purchasing offices involved. DLA concedes that this was not done in this instance, due to clerical error. Instead, White's quotation was forwarded to the purchasing office handling the first item listed on the telegram, for which White received award. Not only did White receive that award, DLA points out, but White has received a significant number of DLA's awards under the agency's small purchase procurements.

In view of our holding in R. E. White & Associates, Inc., supra, we deny the current protest. We note, however, that DLA reports it is taking steps to remind its personnel of the procedure to be used in handling and distributing multi-item quotations, which DLA expects will prevent a recurrence of the problem encountered here.

for 
Comptroller General
of the United States