

DECISION

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

FILE: B-210949, B-210949.2

DATE: July 27, 1983

MATTER OF: Amity Precision Spring Co., Inc.

DIGEST:

1. Where protester does not contend that rejection of quotation on small purchase procurement was made in other than good faith, determination to reject quotation pursuant to RFQ provision for failure to provide technical data showing equality of item to be provided is upheld.
2. Finding of nonresponsibility will not be questioned where protester has not demonstrated bad faith by contracting officer in making determination or unreasonableness of finding.

Amity Precision Spring Co., Inc. (Amity), protests the rejections of its low quotations on Defense Industrial Supply Center, Defense Logistics Agency, requests for quotations (RFQ) Nos. DLA500-82-U-6725 and DLA500-83-T-A443. Both RFQ's were small purchases (under \$10,000) conducted in accordance with section III, part 6, of the Defense Acquisition Regulation (1976 ed.).

Amity offered a unit price of \$20.97 on RFQ -6725. The purchase order was issued to another firm at a unit price of \$21.25. The Amity quotation was rejected because the contracting officer interpreted it as offering an alternate item to the Resistoflex part requested without tendering the technical data necessary to establish the equality of the alternate part. Amity offered the Resistoflex part with itself as the manufacturer, but provided no technical data on the part.

Amity offered a unit price of \$0.21 on RFQ -A443. The purchase order was issued to another firm at a unit price of \$0.33. The Amity quotation was rejected because Amity was determined not to be a responsible offeror. Amity had

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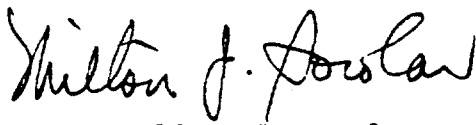
delivered nonconforming items on 17 purchase orders for various parts over an approximately 2-1/2-year period. Further, during the period of January 1, 1982, to January 28, 1983, 516 line items (of the 734 awarded Amity on various purchase orders) had been shipped by Amity with a delinquency rate of 50 percent. Of this rate, 29.7 percent was delinquent more than 30 days. As of January 28, 1983, Amity was delinquent on 55.96 percent of the 218 line items on which delivery had not been completed; 34.4 percent of these delinquencies were more than 30 days. Also, although Amity was not indicted, Amity was named in three Federal grand jury indictments in connection with an alleged conspiracy for the rigging of prices quoted on Defense Industrial Supply Center small purchase procurements.

Amity does not contest the facts presented by the contracting agency. Because these facts justify the rejections of the Amity quotations, we deny the protest.

RFQ -6725 stated that, when an offered part number is functionally, physically, mechanically and electrically interchangeable without modifying equipment, but is produced by a manufacturer different from the one cited in the RFQ, complete technical data must be furnished for the offered part number and that failure to furnish complete data may preclude consideration of the quotation.

In view of the fact that Resistoflex--not Amity--is the manufacturer of the Resistoflex part cited in the RFQ and that Amity submitted no documentation to show that what it would manufacture was equal to the Resistoflex part, we agree with the decision to reject the Amity quotation. Small purchase procedures are designed to minimize the administrative costs of acquiring relatively inexpensive items and, consequently, a contracting officer need only solicit quotations from a reasonable number of potential sources, judge the advantages and disadvantages of each quotation in relation to the prices quoted, and determine in good faith which quotation will best meet the needs of the Government. R. E. White & Associates, Inc., 61 Comp. Gen. 321 (1982), 82-1 CPD 294. Amity does not contend that the decision to reject its quotation was made in other than good faith. Nor do the facts, especially in view of the RFQ provision permitting rejection under the circumstances, indicate that the rejection under RFQ -6725 was not made in good faith.

Further, we find no grounds to object to the rejection of the Amity quotation under RFQ -A443. The determination of the responsibility of a prospective contractor is the duty of the contracting officer. Since, in making the determination, the contracting officer is vested with a wide degree of discretion and business judgment, we will not, as a rule, question a nonresponsibility determination unless the protester can demonstrate bad faith by the contracting officer or a lack of any reasonable basis for the determination. S.A.F.E. Export Corporation, B-203346, January 15, 1982, 82-1 CPD 35. Amity has submitted no evidence of bad faith. Neither has Amity attempted to show that the nonresponsibility determination lacked any reasonable basis. Since small purchase procedures were used, the contracting officer was under no requirement to refer the question of the responsibility of Amity (a small business) to the Small Business Administration for consideration under the certificate of competency procedures. Amco Tool & Die Co., 62 Comp. Gen. _____ (B-207191, February 28, 1983), 83-1 CPD 246.

for 
Comptroller General
of the United States