

DECISION

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

27462

FILE: B-213343**DATE:** February 22, 1984**MATTER OF:** Guerra Technical Sales, Inc.**DIGEST:**

1. Where amendment to request for quotations (RFQ) was received 1 full week prior to date for receipt of quotations, prospective quoter had sufficient time to obtain clarification concerning RFQ and to prepare quotation since it (1) had received RFQ almost 2 weeks earlier and had reviewed its provisions and (2) contracting personnel could have been easily contacted and/or a site inspection made.
2. A protester who did not submit a quotation under the RFQ, even though it could have done so, would not be eligible for award even if certain issues raised were resolved in its favor. Thus, the protester is not an interested party, as concerns those particular issues, under our Bid Protest Procedures.

Guerra Technical Sales, Inc. (Guerra), protests the placement of orders by the Armed Forces Radiobiology Research Institute (AFRRI) under a request for quotations (RFQ) issued on August 18, 1983, on the basis that Guerra was not treated fairly and was deprived of an opportunity to submit a proper offer in response to the RFQ.

For the reasons set forth below, we deny Guerra's protest.

The RFQ was for the purchase and installation of laboratory furniture and equipment for several rooms located in building 42 at AFRRI and was issued to those vendors having Federal Supply Schedule (FSS) contracts for laboratory furniture and equipment. Quotations were requested by September 7, 1983.

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On August 31, 1983, the purchasing office at AFRRI received an inquiry from Guerra in which several questions were asked concerning the government's requirements. Amendment No. 0001 was issued on September 1, 1983, responding to these questions and extending the date for receipt of quotations to September 14, 1983.

Amendment 0001 was received by Guerra on September 6, 1983, along with the drawings that it had requested except for the drawings for rooms 3136 and 3139. According to the president of Guerra, he called the purchasing office on September 13, 1983, and requested an on-site visit of rooms 3136 and 3139 since he had not received detailed drawings for these two rooms. Guerra also requested that his firm be allowed to submit its quote on the morning of September 15, 1983, instead of the close of business on September 14, 1983. The latter request was denied. However, the contracting officer contends no mention was made at that time of the need or desirability of a site visit, or of the lack of drawings for rooms 3136 and 3139.

By letter dated September 13, 1983, Guerra protested to the contracting officer, arguing that the information supplied was insufficient to provide a reasonable or acceptable quote. By letter of September 28, 1983, Guerra's protest was denied. Award was made to Mid-Atlantic Laboratory Equipment Co. (Mid-Atlantic) on September 29, 1983, using delivery order DNA 004-83-F-3368 for the furniture and equipment, which was placed against General Services Administration (GSA) contract No. GS-005-6314, and purchase order No. DNA004-83-M-3392, issued the following day, for installation of equipment. By letter of October 5, 1983, Guerra lodged a protest with our Office alleging, essentially, that it had not been treated fairly and had been deprived of an opportunity to submit a proper offer.

In its letter of December 14, 1983, commenting on the agency report, Guerra made several allegations in support of its protest. First, Guerra maintains that a review of the blueprints and AFRRI's RFQ would reveal that Mid-Atlantic had prepared these blueprints at least 2 months prior to the solicitation. Second, Guerra points out that Mid-Atlantic's quotation, dated August 30, 1983, quoted on a single unit for item three for room 1213, even though AFRRI's RFQ had called for 15 units, until amendment 00001, which was not issued until September 1, 1983, changed the quantity for this item from 15 to one. Third, Guerra raises a question concerning Mid-Atlantic's quote on item 22 for room 1217, which was \$3.89 per-square-foot (p.s.f.). Guerra points out that the delivery order listed this item as \$7 p.s.f. and

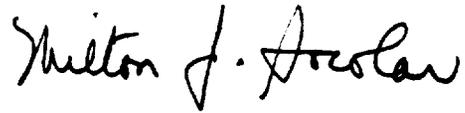
questions why Mid-Atlantic was given this extra amount. Finally, Guerra points out that for several items (mostly molding and countertop material which is measured either by linear or square foot) there is a considerable discrepancy between the quantities ordered and the actual requirements as indicated by the blueprints.

Regarding Guerra's allegations that it was not given sufficient time to submit its quotation, by its own admission Guerra received the RFQ on August 24, 1983, at which time it reviewed the RFQ and discovered what it felt were several inconsistencies. Even assuming that amendment 00001 did not clarify all of these alleged inconsistencies to Guerra's satisfaction, Guerra did receive the amendment on September 6, 1983, which meant that Guerra had a full week in which to contact the contracting activity and clarify these deficiencies and prepare its quotation. In view of the fact that Guerra is located within a few miles of the contracting activity and could have easily visited the activity and made an on-site inspection and/or discussed the alleged RFQ deficiencies with the contracting personnel, we find no legal objection to the contracting officer's denial of Guerra's request for an extension of time in which to submit its quotation.

Concerning Guerra's allegation that a review of the blueprints and AFFRI's RFQ reveals that Mid-Atlantic had prepared these blueprints at least 2 months prior to the solicitation, no explanation is given to support this conclusion. A review of the blueprints and AFFRI's RFQ reveals no evidence concerning preparation of the blueprints by Mid-Atlantic. The protester has the burden of affirmatively proving its case; and where, as here, the protester makes a general unsupported allegation of fact, the protester has not carried its burden. See Interdate, Incorporated, B-187455, April 22, 1977, 77-1 CPD 277.

Regarding the other issues raised by Guerra in its letter of December 14, 1983, commenting on the agency report, under our Bid Protest Procedures, a party must be "interested" before we will consider its protest allegations. Since Guerra did not submit a quotation, even though it could have done so, it would not be eligible for award were we to resolve these issues in its favor. Consequently, Guerra is not an interested party under our procedures as far as those issues raised in its letter of December 14, 1983, are concerned and we will not consider them. See McCotter Motors, Inc., B-209986, August 2, 1983, 83-2 CPD 156.

Accordingly, the protest is denied.

A handwritten signature in cursive script that reads "Milton J. Aronson".

Acting Comptroller General
of the United States