

DECISION

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

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FILE: B-213767**DATE:** March 26, 1984**MATTER OF:** Hewitt Tool & Die**DIGEST:**

1. Even if contracting agency lost protester's timely lower quotation, GAO will not disturb subsequent small purchase contract entered into before protester alleged the loss, absent evidence of a conscious or deliberate effort by contracting personnel to exclude the protester from consideration.
2. A procuring activity's policy of not dispatching staff members to the building lobby where its bid box is located, for the purpose of signing receipts for hand-carried small purchase quotations, is not legally inadequate, since it is not inherently unfair and since small purchase procedures are intended to minimize procurement costs.

Hewitt Tool & Die protests the issuance of a purchase order to Universal Machining Company under request for quotations No. DAAH01-83-T-A763, issued by the United States Army Missile Command, Redstone Arsenal, Alabama, for five nose sections for the Hawk missile. Hewitt protests the alleged loss by the Army of its purportedly lower quotation and requests a review of the procedures in effect at the arsenal for handling quotations. We deny the protest.

In order to reduce administrative costs, and since the expected cost of the requirement was less than \$25,000, the Army elected to acquire the nose sections by means of small purchase procedures. Defense Acquisition Regulation (DAR) §§ 3-600 and 3-601 (Defense Acquisition Circular No. 76-40, November 26, 1982). In addition to synthesizing the

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procurement in the Commerce Business Daily, the Army initially solicited quotations from seven firms. The Army subsequently received requests for copies of the RFQ from an additional 56 firms.

The Army's records indicate that six responsive quotations were received, ranging from Universal's apparent low quotation of \$13,940 to an apparent high quotation of \$49,350. Although Universal's quotation somewhat exceeded the government estimate of \$12,500, contracting officials determined that the price offered was fair and reasonable and had resulted from adequate competition. Accordingly, a purchase order was issued to Universal. Upon learning of its issuance, Hewitt filed this protest with our Office.

Hewitt contends that it deposited a quotation for \$12,872.30 in the designated bid box at the arsenal prior to the closing date for receipt of quotations. The Army responds that it has no record of receiving a quotation from Hewitt for this procurement, but does not deny that Hewitt may indeed have submitted a timely quotation which the Army subsequently lost.

It is unfortunate that Hewitt's quotation may have been lost after timely receipt and before it was recorded, and that any such loss was not discovered until after the Army had issued the purchase order to Universal. Nevertheless, we believe that the general need for the orderly and expeditious fulfillment of an agency's requirements precludes disturbing a small purchase contract based on a lost offer, the loss of which is not discovered until after award, absent a showing of a conscious or deliberate effort by the agency to prevent the selection of that offeror. See United Aircraft and Turbine Corporation, B-210427, B-210427.2, B-210997, February 23, 1984, 84-1 CPD ____; see also R. E. White & Associates, Inc., B-211333, June 28, 1983, 83-2 CPD 38 (misplaced quotation); R. E. White & Associates, Inc., B-205489, April 1, 1982, 82-1 CPD 294 (misplaced quotation). The Army denies that the alleged loss of Hewitt's quotation resulted from a deliberate effort to exclude Hewitt from competition, and Hewitt has neither explicitly alleged nor shown such an effort.

Hewitt claims that it was not informed that its quotation had not been received when it called contracting officials before award "to check on the status of the item." The Army informs us that if a contractor specifically inquires as to whether its quotation has been received contracting officials will answer the inquiry. We infer from this record that contracting officials understood Hewitt's telephone calls as inquiries as to the status of award and not as to whether its quotation had been received. In any case, Hewitt has not alleged that the Army's failure to inform it that its quotation had not been received was part of a deliberate attempt to exclude it from competition.

In addition to protesting the issuance of the purchase order to Universal, Hewitt has also requested that we review the arsenal's procedures for handling quotations. Hewitt states that the Arsenal logs in quotations and bids received by mail, but not quotations which are deposited in the bid box. Hewitt further states that Arsenal contracting personnel will not meet quoters to sign a receipt for quotations submitted in person. Hewitt's concern apparently is that these practices can result in lost quotations with no one having a record of such quotations being delivered.

The purpose of the small purchase procedures is to minimize administrative costs, DAR § 3-601, and a contracting officer is given broad discretion with respect to making small purchases. See Security Assistance Forces and Equipment OHG, B-195830, February 8, 1980, 80-1 CPD 114; PSI-TRAN Corporation, B-195014, October 26, 1979, 79-2 CPD 296. Here, the Arsenal reports that all hand-carried quotes deposited in the bid box are date stamped and sent to the contract specialist for filing in the appropriate folder. We see no reason why this procedure generally should be viewed as legally inadequate since we perceive no inherent unfairness in it, and, as indicated, the small purchase procedures are intended to minimize procurement costs.

The protest is denied.

Milton J. Fowler
for Comptroller General
of the United States