



Comptroller General  
of the United States

Washington, D.C. 20548

144944

## Decision

**Matter of:** Interstate Diesel Service, Inc.

**File:** B-244842.2

**Date:** September 27, 1991

Sandra A. Burton for the protester.  
Robert L. Mercadante, Esq., Defense Logistics Agency, for the agency.  
Behn Miller, Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Protest that agency lost and thus failed to consider quotation is dismissed where agency's isolated error is not alleged to have been the result of a conscious or deliberate effort to exclude the protester from award consideration.

### DECISION

Interstate Diesel Service, Inc. protests the failure of the Defense Logistics Agency (DLA) to evaluate its quote under request for quotations (RFQ) No. DLA500-91-Q-7809, issued by the Defense Industrial Supply Center (DISC) for 63,000 ring spacers. Specifically, Interstate protests the agency's loss of its quotation.

We dismiss the protest because it does not state a valid basis for our consideration. 4 C.F.R. § 21.3(m) (1991).

The RFQ was issued on May 6, 1991, under small purchase procedures to three offerors listed in the RFQ's acquisition item description (AID) as preapproved sources of the part-- Hatch & Kirk, Inc., Korody-Colyer Corporation, and Penn Diesel Detroit Allison (PDDA); the scheduled closing date for receipt of quotations was June 13. On May 10, Interstate learned of the solicitation from a monthly bid service publication; by facsimile dated May 22, Interstate requested a copy of the solicitation from the DISC contracting specialist. After further telephone requests, Interstate received a copy of the solicitation on June 7. On June 12, by means of United Parcel Service (UPS) delivery, Interstate sent its price quotation to DISC; Interstate maintains that both the company envelope and the UPS envelope in which the quotation was enclosed listed

the DISC address, the contracting specialist's name and buyer code and the RFQ solicitation number.

On July 17, 1991, Interstate learned that a contract had been awarded to PDDA at a price of \$.07 per unit; because Interstate had submitted a price quotation for \$.044 per unit, Interstate filed a protest on July 18 with our Office, contending that DLA had improperly evaluated its quote.

After receiving a copy of the July 18 protest, DISC contacted the protester by telephone; during this conversation, Interstate discovered that the contracting specialist had never received its quotation. According to the contracting specialist, the only quotation received under the instant RFQ was that of PDDA; since the PDDA quotation contained a reasonable price, the contracting specialist awarded a purchase order to PDDA on June 27. (PDDA has completed contract performance.) Subsequently, on August 8, Interstate amended its original protest to this Office to contest the agency's loss of its quotation.

Even assuming that the agency did in fact lose Interstate's quotation and absent an allegation of a conscious or deliberate effort by contracting personnel to prevent selection of Interstate's quote, we will not consider this protest.

While it is unfortunate, we recognize that even with appropriate procedures in place, an agency may occasionally lose or misplace a bid or quotation. Rodeo Road Equip., Inc., B-242093, Mar. 7, 1991, 91-1 CPD ¶ 256. Accordingly, we have taken the position that the occasional negligent loss of a bid or quotation by an agency does not entitle the supplier to any relief. See Plaza Home Maintenance, B-243859, July 30, 1991, 91-2 CPD ¶ 103; East West Research Inc., B-239565; B-239566, Aug. 21, 1990, 90-2 CPD ¶ 147.

The protester does not allege that the loss of Interstate's quotation resulted from any deliberate efforts on the agency's part; where, as here, there is no allegation or evidence that the loss of a quotation had anything to do with a specific intent to exclude a firm from the competition, we will not question the procurement. See Plaza Home Maintenance, supra.

The protest is dismissed.

*Andrew T. Pogany*

Andrew T. Pogany  
Acting Assistant General Counsel