



Comptroller General
of the United States

159161

Washington, D.C. 20548

Decision

Matter of: Allied Nut & Bolt Company, Inc.
File: B-255951; B-255951.2; B-255951.3
Date: March 21, 1994

DECISION

Allied Nut & Bolt Company, Inc. protests the award of a purchase order to any other firm under request for quotations (RFQ) No. SP0500-94-Q-9676. The RFQ was issued by the Defense Industrial Supply Center (DISC), a field activity of the Defense Logistics Agency, for a quantity of continuous thread steel rods. Allied contends that it submitted the lowest quotation and offered the best delivery schedule, but that the agency mishandled its quotation and failed to consider it. We dismiss Allied's protest because the record shows that its quotation was not low.

The RFQ, which was issued under small purchase procedures, requested that quotations be submitted by close of business on December 1, 1993. When the DISC buyer received the file for evaluation of quotations on December 7, it contained only three quotations; Allied's was not among them. At that point, the buyer proposed to award the order to the firm that had submitted the lowest of these three quotations. When Allied phoned the contracting officer on that date to inquire about the procurement, the contracting officer stated that the purchase order had been placed with another firm, advising Allied of the unit price at which it had been placed. When Allied complained that its own quotation offered a lower price, it was told that the file did not contain any quotation from Allied. However, later that day, the buyer received three additional quotations, including the one that Allied states it had submitted by fax on December 1. The buyer then reevaluated the quotations, including the additional three.¹ While Allied's quotation

¹Under the small purchase procedures, agencies generally may seek and consider revisions to a quotation any time prior to the award. A & B Trash Serv., B-250322, Jan. 22, 1993, 93-1 CPD ¶ 53. Moreover, when, as here, the RFQ does not contain a late quotations clause, but merely requests quotations by a certain date, that date is not considered a firm date for the receipt of quotations.

was lower than the initially proposed awardee's quotation, there was another among the last three quotations that was lower yet, and that also offered more favorable delivery terms. In accordance with the DISC Best Value Buy Program, quotations submitted pursuant to RFQs under Small Purchase Procedures (which are applicable here) are evaluated on the basis of both price and delivery to determine the overall value of a quotation to the government. When DISC evaluated the quotations in this manner and compared the evaluated prices, it was apparent that Allied's quotation was third low.

A protester must qualify as an interested party before its protest may be considered by our Office. 4 C.F.R. § 21.1(a) (1993). That is, a protester must have a direct economic interest which would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a). A protester is not an interested party where it would not be in line for award were its protest to be sustained. ECS Composites, Inc., B-235849.2, Jan. 3, 1990, 90-1 CPD ¶ 7. Since Allied did not submit the lowest quotation and since there has been no challenge to the eligibility of the intervening quoters who would precede the protester in eligibility for award under this solicitation, Allied lacks the direct economic interest required by our Regulations to maintain a protest.

Nonetheless, Allied argues that either the initial award decision was improper because it was made without considering Allied's quotation, or that it was improper for the agency to disclose the "award price" prior to any actual award. We do not find any merit to these contentions. The record shows that Allied's quotation, while apparently misplaced between the time it was faxed on December 1 and when it was considered by the buyer on December 7, was in fact evaluated and considered; it simply was not low. Regarding the exposure of another vendor's price to Allied, this does not provide a basis for protest. While Allied implies that the integrity of the competition was compromised because other vendors may have been given the same information that Allied was given about the unit price at which DISC expected to place its order, enabling those vendors to submit lower prices, the record shows that the other two quotations that were considered on December 7 had been in the agency's possession prior to that date, and thus could not have been prepared in response to any such

information. Absent any evidence of an improper public disclosure of the protester's price, we do not find that Allied was prejudiced by the agency's action.

The protest is dismissed.



Michael R. Golden
Assistant General Counsel