

Protest of)	Date: July 14, 1987
)	
AMERICAN OFFICE EQUIPMENT CO., INC.)	
)	
Purchase Order No. 161542-87-P-0244)	P.S. Protest No. 87-52

DECISION

American Office Equipment Co., Inc., (American Office) protests the award of a purchase order for forty (40) Olivetti ET 109 electronic typewriters and accompanying supplies.

In late February, 1987 the Controller for the Chicago Division requested that the Chicago Procurement Activities Office purchase twenty (20) Olivetti typewriters with associated supplies. On April 1, before the typewriters had been purchased, the Controller doubled the requirement to forty (40) typewriters, with their associated supplies. On April 20 and 22, telephonic requests for quotes were made to three firms, and two quotes were received:

	American Office		ABC Diskette, Inc.	
	Unit Price	Extended Price	Unit Price	Extended Price
Typewriters (40)	\$425.00	\$17,000.00	\$410.00	\$16,400.00
Ribbon (20 doz.)	\$ 76.95	\$ 1,534.00	\$ 60.60	\$ 1,212.00
Lift-Off Tape (20 doz.)	\$ 21.50	\$ 430.00	\$ 10.42	\$ 218.40
Printwheels (40)	\$ 29.95	\$ 1,199.00	\$ 20.00	\$ 800.00
Delivery		\$ <u>400.00</u>		<u>N/C</u>
		\$20,567.00		\$18,630.40

A purchase order was issued to ABC Diskette on May 11^{1/} and delivery was completed by June 15.

After quotes were received in April, American Office alleges that it often contacted postal procurement personnel to ascertain the status of the procurement, but were told nothing until May 12, when American Office was informed that it had not been the successful quoter. On May 28, the contracting officer received American Office's protest, dated May 21, 1987, against the award to ABC Diskette. American Office alleges two grounds for its protest. First, it claims that the contract specialist who recorded its quote mistakenly recorded it at \$425, rather than \$400, which it claims was her actual quoted price. Second, American Office states that it was asked for a quote on the supplies in quantities of one dozen of each item, rather than the forty dozen which it states were procured, and on which ABC Diskette bid^{2/}. It contends that it would have quoted a much lower price had it been told the true amount of supplies being quoted.

The contracting officer rebuts American Office's assertions. She states that American Office's quote for the typewriters was \$425, and has submitted a copy of the worksheet on which the quotes were recorded when received which indicates that price. She further claims that American Office attempted to reduce its quote to \$400 after it had been told that it was not the successful quoter. The contracting officer also affirms that all quoters were asked to quote on the specific amount of supplies required.

American Office has submitted supplemental comments which raise several new issues. American Office notes that ABC Diskette is not an authorized dealer in Olivetti products and that the contracting officer may have taken special action to allow ABC Diskette the time it needed to get the items. American Office also claims that it bid on the basis of a special type of printwheel, which accounted for some of its higher price. American Office emphasizes the poor procurement practices it feels have occurred here, and questions the integrity of the entire procurement process.

^{1/} The protest file reflects that the purchase order was dated April 30, but the contracting officer states in her report that it was not issued until May 11. Given the May 11 date, the protest is timely filed under both the 10 and 15 day provisions of Postal Contracting Manual (PCM) 2-407.8 d. (3).

^{2/} As noted above, the supplies were 20 dozen ribbons and lift-off tapes and 40 flywheels.

In reviewing the issues raised by American Office, we must recognize the limited function this office performs in deciding bid protests based on the written record composed of submissions of the protester, the contracting officer, and any interested party's comments. See Liberty Carton Company, P.S. Protest No. 85-35, July 30, 1985. The statements and conclusions of the contracting officer are afforded a "presumption of correctness." Edsal Machine Products, Inc. P.S. Protest No. 85-84, January 29, 1986. It is the protester's burden to overcome this presumption of correctness, and mere disagreement with the contracting officer's conclusions will not be sufficient to overcome this burden. See POVECO, Inc., P.S. Protest No. 85-43, October 30, 1985; Michaletz Trucking, Inc., P.S. Protest No. 85-28, June 14, 1985.

American Office's concern about the alleged misrecording of its quote is immaterial, because, even if its quote is evaluated with the lower price, it is still higher than ABC Diskette's. Since this issue could not affect the competitive standing of the quoters, it is not a grounds for protest. As to the dispute concerning the amount of supplies on which American Office was asked to quote, we have a conflict between the statements of the protester and the contracting officer. Given this bare factual conflict, we must accept the contracting officer's statement as true. Thus, this issue also fails as a grounds for protest.

That ABC Diskette is not an authorized Olivetti dealer and American Office quoted its price based on a higher priced printwheel also fail. There is no indication in the file before this office that the procurement was restricted to licensed Olivetti dealer or included the special printwheel. These items also raise no issue which requires relief.

On the file before this office, we are unable to discern any improprieties in the procurement process sufficient to warrant overruling the contracting officer's determination.

The protest is denied.

William J. Jones
Associate General Counsel
Office of Contracts & Property Law

[Compared to original 3/5/93 WJJ]