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DECISION



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

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FILE: B-204976

DATE: March 17, 1982

MATTER OF: Resource Technology Services, Inc.

DIGEST:

1. Bid which omitted price for one of several line items is nonresponsive since invitation for bids clearly required that bidders must price all line items to be eligible for award.
2. Bid which stated price per aerosol can or gas canister is responsive even though invitation for bids called for price per drum. Bid showed intention of bidder to be bound to perform this requirement, and contracting agency could ascertain bid was low by computing maximum number of cans/canisters which could fit in a drum.
3. Protest that awardee's bid is non-responsive, not raised until 2 months after notification of basis for rejection of protester's bid and award, is untimely for lack of diligent pursuit.

Resource Technology Services, Inc., protests award of a contract to Advanced Environmental Technology Corporation by the United States Army Communications-Electronics Command pursuant to invitation for bids No. DAAB07-81-B-A113. The contract calls for packaging, transporting, and disposing of hazardous waste materials produced at Fort Monmouth, New Jersey. Resource Technology Services contends that it should have been awarded the contract since it was the lowest responsible, responsive bidder and that the awardee's bid is nonresponsive. We do not agree and, therefore, we deny the protest.

The invitation required bids on several line items, including the following:

reasons no longer advanced. It was not until after the protest was filed against rejection of its bid for those reasons that the contracting officer advised the protester of the actual basis for bid rejection. Despite the protester's argument that this circumstance precludes bid rejection, the actual reason for bid rejection was valid, and Resource Technology Services is not eligible for award. See The Intermountain Company, B-182794, July 8, 1975, 75-2 CPD 19.

The protester also contends that, if its bid was properly rejected as nonresponsive for failure to price the aerosol cans/gas canisters requirement, then the awardee's bid should also be rejected as nonresponsive because of improper pricing of this line item. As quoted above, the invitation required bids on a "55 gallon drum unit" basis. The awardee bid different prices for gas canisters and aerosol cans.

The Army contends that, since bids were opened over 4 months, or in excess of 10 days, before this issue was raised, it is untimely, citing 4 C.F.R. § 21.2(b)(2) (1981). We disagree because the non-responsiveness of the awardee's bid is alleged to show the unequal treatment of the two bids, which we view as support for an already timely filed protest rather than a separate protest.

The Army acknowledges that the invitation required bids on a price per drum basis. However, the Army reports that it evaluated this bid by computing the maximum number of aerosol cans or canisters which could fit in a 55-gallon drum. According to the Army, "The conversion of cans and/or canisters is analogous to converting inches to feet or ounces to pounds."

We conclude that the contracting officer properly found the awardee's bid to be responsive because, unlike Resource Technology Services' bid, which did not price the line item, the awardee's bid evidenced an intention to be bound to this requirement. By a relatively simple calculation, the Army was able to determine that Advanced Environmental Technology was the low bidder. We find no impropriety in the award to Advanced Environmental Technology in these circumstances. See Environmental Land Surveys, B-191765, July 6, 1978, 78-2 CPD 13.

"Provide EPA-Approved containers and services to include labeling, packaging, transport, and disposal of aerosol cans and gas canisters. This item bid on each 55 gallon drum unit."

The invitation also provided;

"A bidder/offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items."

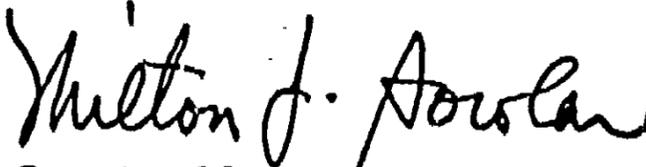
The Resource Technology Services bid for the above line item was "Pricing depends on specific material. Quotations can only be offered on a case by case basis." The Army rejected the Resource Technology Services bid as nonresponsive because of the failure to give a firm, fixed price on the line item. The protester argues that this was a "minor item" which should not have caused bid rejection.

Where, as here, the invitation evidences a Government intent to fulfill requirements from a single source and includes an explicit requirement that bidders price all items to be eligible for award, a bid which fails to price each item must be rejected as nonresponsive because of the omission. We have held that the failure to offer a separate price for a line item generally does not obligate the bidder to perform the unbid item. Pensacola Engraving Company, B-200712, February 27, 1981, 81-1 CPD 139; Garamond Pridemark Press, B-182664, February 21, 1975, 75-1 CPD 106; Goodway Graphics of Virginia, Inc., B-193193, April 3, 1979, 79-1 CPD 230; General Engineering and Machine Works, Inc., B-190379, January 5, 1978, 78-1 CPD 9. This type of defect cannot be characterized as minor. Even price omissions which are very small in terms of dollar impact on the overall procurement cannot be waived as minor errors in these circumstances. Goodway Graphics of Virginia, Inc., supra. Accordingly, the bid was properly rejected as nonresponsive.

The record shows that the contracting officer informed the protester that its bid was rejected for

Finally, the protester contends that the awardee's bid was nonresponsive for failure to price 90-day continuation periods as required in the invitation. We agree with the Army that this protest issue is untimely and for dismissal. This issue should have been diligently pursued upon Army notification as to the basis for the protester's bid rejection and the award, but was not filed in our Office until 2 months later. 4 C.F.R. § 21.2(b)(2) (1981).

The protest is denied in part and dismissed in part.

for 
Comptroller General
of the United States