

118797 PL-1 Halperin

DECISION



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

FILE: B-206150

DATE: June 23, 1982

MATTER OF: Remington Arms Company, Inc.

DIGEST:

Bid which provided that prices were for full case quantities of ammunition was properly rejected as nonresponsive as it limited the Government's right to place orders for less than full case quantities.

Remington Arms Company, Inc., protests the awards resulting from invitation for bids (IFB) No. JHJMD-82-B-0005 issued by the Department of Justice for the purchase of its yearly requirements of ammunition. The protest is denied.

The IFB contained 52 line items and award was to be made to the low bidder for each line item. Bids were opened October 19, 1981, and Remington was the low bidder on seven of the line items.

The contracting officer discovered however that Remington had inserted the following qualification on the price page of its bid: "Prices hereunder are net per M (thousand) rounds in unbroken, full case quantities as described for each line item." Because of this qualifying language, the contracting officer determined Remington's bid to be nonresponsive. Awards were made to other bidders and Remington protested these awards to our Office.

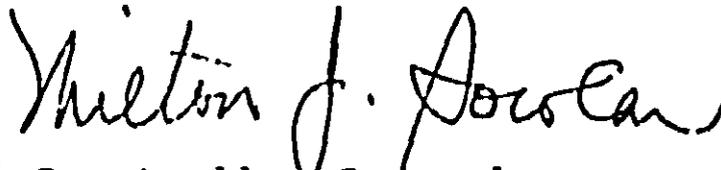
Initially, the Department of Justice, citing our decision in Casecraft, Inc., B-201065, July 20, 1981, 81-2 CPD 51, contends that Remington's protest is untimely because it concerns the terms of the solicitation and it was filed after bid opening. However, the protest concerns the responsiveness of the protester's bid rather than the terms of the IFB and on this basis the protest is timely. See Marsh & McLennan, et al., B-201053; B-201397, May 18, 1982, 82-1 CPD ____.

Remington argues that because the IFB bid schedule requested information relating to rounds per case and because similar solicitations in the past contained clauses not obligating the contractor to make delivery amounting to less than one case (standard commercial pack) per line item, it reasonably inferred that it would not have to deliver less than a full case of any line item on which it bid.

The contracting officer states that it is true that in prior years the Department did stipulate in the solicitation that it would order in full case lots. It states that this year, however, certain agencies were added in the solicitation as ordering activities and that these agencies need only small amounts of ammunition--less than full case lots. As a result, the contracting officer states, the contracting agency did not provide this year that it would purchase full case quantities only.

We note that although the solicitation called for information pertaining to rounds and weight per case for each item, the solicitation did not provide that only full cases would be ordered. Bid prices were requested based on unit quantities of "M" (a thousand rounds of ammunition) and "EA" (each) and not by the case. Therefore, we think Remington had no basis to assume that this solicitation, with the stipulation found in prior procurements absent, only required the awardee to deliver ammunition by the full case. Since Remington's qualifying clause limited the Government's right to purchase smaller quantities than full cases of each of the line items, it was properly rejected as being nonresponsive. Rentex Services Corporation, B-184457, February 20, 1976,
76-1 CPD 116.

Protest denied.

for 
Comptroller General
of the United States