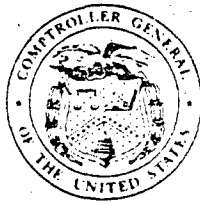


DECISION



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

60290

FILE: B-184800

DATE: December 10, 1975

MATTER OF: Vanbar

97606

DIGEST:

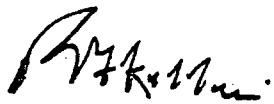
Bid was properly rejected as nonresponsive where bidder returned amendment containing new schedule increasing quantity by 24 percent but failed to insert any prices in amended schedule. Lack of a bid price for a substantial portion of the requirement could not be waived as a minor informality.

Hill Air Force Base issued invitation for bids (IFB) No. F42600-75-B-7455 on June 30, 1975, for a requirement of 5,348 tow targets. On July 3, 1975, the procuring activity issued Amendment 0001 to the solicitation which increased the required quantity by 1,302 units to 6,650 units without a concomitant extension of delivery time. The amendment provided bidders with a revised Section E, the Schedule, which reflected the increased quantity requirements. At bid opening the contracting officer noted that, although the apparent low bidder, Vanbar, had returned Amendment 0001 with the IFB, Vanbar had entered unit and total prices only in the deleted, not the new, Section E and had failed to acknowledge expressly the receipt of the amendment in the manner specified in block 9 of page 1 of the IFB (Standard Form 30). The contracting officer concluded that Vanbar's bid should be considered nonresponsive and be rejected, because the IFB stated that offers on less than the total number of units specified would be considered nonresponsive, and because there was no indication that Vanbar had intended to bid on the total number of units.

Vanbar protested award of a contract to any other company. Vanbar contends that through error, it had returned its unexecuted file copy of the amendment. Vanbar also argues that its failure to fill in Amendment 0001 did not materially change its bid and that the error could be waived as a "minor informality."

Armed Services Procurement Regulation (ASPR) § 2-405 (1974 ed.) requires the contracting officer to give a bidder the opportunity to cure a "minor informality or irregularity * * * which is merely a matter of form or is some immaterial variation in the exact requirements of the invitation for bids" having "no effect or merely a negligible effect on price, quality, or delivery of supplies * * *", and the correction or waiver of which would not be prejudicial to other bidders.

We believe it is clear that the approximately 24 percent increase in quantity contained in the amendment had more than a trivial or negligible effect. As submitted with the blank amendment, Vanbar's bid was only for the original quantity of 5,348 units. There was no bid from Vanbar on the substantially larger quantity of 6,650 units contained in the amendment. Under these circumstances, the rejection of Vanbar's bid as nonresponsive was correct and Vanbar's protest is denied.


Deputy Comptroller General
of the United States