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DECISION



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

FILE: R-190562

DATE: January 24, 1978

MATTER OF: I.T.S. Corporation

DIGEST:

Where IFB line item for coldtype composition indicates desire for single price per line for lines exceeding 7 inches and bidder submits price for 7 inch line plus a price for each additional inch of line, evaluation of item price at maximum conceivable line length, which did not displace or prejudice protester, was proper.

I.T.S. Corporation (ITS) protests the proposed award of a contract to the Stanwick Corporation (Stanwick) under Invitation for Bids (IFB) No. 13272 issued by the Los Angeles Regional Procurement Office, United States Government Printing Office (GPO) to procure coldtype composition and related services. ITS contends the bid submitted by Stanwick is nonresponsive because it quotes variable pricing for Item I.4(b) of the IFB.

The IFB contemplates multiple awards of one-year requirements type contracts with evaluation being based on total aggregate costs of all items for the first calendar quarter. It states that printing orders will be placed in sequence beginning with the contractor with the lowest aggregate price. Bidders were required to submit responsive bids for each item but the IFB reserved to the Government the right to waive defects and informalities. The IFB estimates that a total of 2804 pages will be ordered under Item I during the first quarter, of which 5 pages will be ordered under Item I.4(b). Item I.4(b) reads as follows:

"4. Photocomposition: The prices quoted are all inclusive and include all materials and services necessary to set a single line of display type.

- "(a) Lines up to 7" in length....per Line...\$
- "(b) Lines over 7" in length.....per Line...\$ "

Stanwick quoted \$1.50 for 7 inches plus 25 cents for each additional inch in response to Item I.4(b). GPO determined that 15 inches was the longest line that conceivably could be ordered and evaluated Stanwick's price as the maximum length of 16 inches. The contracting officer then waived Stanwick's method of pricing Item I.4(b) as a minor informality or irregularity. As a result, Stanwick was placed third in the ordering sequence and the protester was placed fourth.

GPC contends that waiver of this minor informality or irregularity has no effect on quantity, quality or delivery and is not prejudicial to the interests of ITS because the highest possible price for Item I.4(b) was used for purposes of evaluating Stanwick's bid for placement in the ordering sequence. The price for any individual order given Stanwick under Item I.4(b) can be readily determined by measuring the length of the line. Further, GPO points out that during the one year contract, the value of the 20 pages which it estimates Stanwick will receive under Item I.4(b) is about \$75.00 out of the \$72,386.00 estimated total value of the contract. GPO states that, contrary to the protester's allegation, Stanwick is obligated to perform Item I.4(b) at the price quoted and such price is determinable with regard to each order.

The primary issues here are whether Stanwick's bid is responsive to the material requirements of the IFB and whether bids were evaluated on an equal basis. This concerns whether Stanwick unequivocally has offered to provide the requested items in total conformance with the terms and specifications of the invitation. Lift Power, Inc., B-182604, January 10, 1975, 75-1 CPD 75. Stanwick's bid imposes no conditions and is not ambiguous or subject to doubt as to its intent to be legally bound to perform in accordance with the IFB. The language of Stanwick's bid for Item I.4(b) reasonably can be interpreted only as offering a price for a 16 inch line of no more than \$3.75 and this figure was used for evaluation purposes. The specific price for each order sent to Stanwick under Item I.4(b) can be determined and although it might be less, it cannot exceed the price used for evaluation. Although ITS's price for this subitem is \$2.35

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per page, its aggregate evaluation price is \$16,061.46 as compared to Stanwick's maximum price of \$15,043.66. Although Stanwick did not bid a single price for lines in excess of 7 inches, its bid nevertheless may be evaluated essentially on the same basis as the protester's by using Stanwick's maximum possible bid price. Thus, ITS cannot state that the waiver unfairly displaces it in the ordering sequence or that it is prejudicial to its interests.

Accordingly, this protest is denied.

R. G. K. 1/10
Deputy Comptroller General
of the United States