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**Comptroller General
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**United States Government Accountability Office
Washington, DC 20548**

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Decision

Matter of: Mark Dunning Industries, Inc.

File: B-405417

Date: October 6, 2011

Douglas P. Hibshman, Esq., Fox Rothschild LLP, for the protester.
Thomas A. Coulter, Esq., and Nicole Hardin Brakstad, Esq., LeClair Ryan PC, for Container First Services, LLC, an intervenor.
Captain Matthew E. Dyson, Department of the Army, for the agency.
Mary G. Curcio, Esq., and David A. Ashen, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that low bid should be rejected as nonresponsive because it did not include a price for two line items is denied where dashes were inserted in the line items and the bid noted that the items would be provided at no charge or at \$0.

DECISION

Mark Dunning Industries, Inc. (MDI), of Dothan, Alabama, protests the Department of the Army's award of a contract to Container First Services, LLC, (CFS) of Petersburg, Virginia, under invitation for bids (IFB) No. W91QF5-11-B-0001, for the collection, disposal, and recycling of solid waste. MDI asserts that the bid submitted by CFS should have been rejected as nonresponsive.

We deny the protest.

The IFB contemplated the award of a contract for one base year, with four one-year options and one six-month option. The base year and each option period were designated with a separate line item and each line item was comprised of sub-line items AA through AE. IFB at 64-82. The IFB required bidders to provide fixed prices for each sub-line item and a total price for each line item. Id. As relevant to this protest, for sub-line items AC offerors were required to propose a per ton disposal fee for recycling wood, grass and construction demolition that would be passed through to the government. For sub-line items AD offerors were required to propose a price to supply and maintain three thirty-cubic-yard self-contained compactors. The IFB provided that award would be made to the low priced, responsive, responsible bidder. IFB at 105.

CFS submitted the apparent low bid. MDI argues that CFS's bid should be rejected as nonresponsive because CFS did not, as required by the solicitation, include prices for subline items AC and AD. The Army responds that the bid submitted by CFS was responsive because while CFS did not include individual prices for sub-line items AC and AD, for each of the sub-line items CFS included a dash under the unit price and amount columns, and in the comments column stated that the price for disposal of the recyclable wood, grass and construction items will be \$0, and that the supply and maintenance of compactors will be free of charge. In addition, CFS included a total price for each line item and noted that the total price for the line items is all inclusive for all items for the time period. Id.

To be responsive, a bid must represent an unequivocal offer to provide the exact thing called for in the IFB such that acceptance of the bid will bind the contractor in accordance with the solicitation's material terms and conditions. Seaboard Electronics Co., B-237352, Jan 26, 1990, 90-1 CPD ¶ 115 at 3; D.B.I. Waste Systems, Inc., B-285049, July 10, 2000, 2000 CPD ¶ 117 at 4. A bid must be rejected as nonresponsive if it is submitted without a price for every item requested by the IFB. Syracuse Safety-Lites, Inc., B-222640, July 1, 1986, 86-2 CPD ¶ 3 at 2. However, we have recognized that a bid which contains N/C (no charge) or similar notations instead of specific dollar amounts clearly equates with a bid of zero dollars, and represents a firm's affirmative commitment to obligate itself to provide the items at no cost to the government. Id. Such notations can include a dash, a zero or another appropriate notation. Id.

Here, CFS included a dash in the amount and unit price columns for sub-line items AC and AD, a comment that the item would be provided at \$0 or free of charge, and a note that the total price for each line item included all items for the period. This information clearly conveyed CFS's intent to supply the recycling and compactors at no cost to the government and further indicated that CFS intended to supply all items required by the solicitation. CFS's bid was therefore properly considered responsive.

MDI also argues that CFS might pass through the recycling costs under a line item for landfill costs, for which it proposed to charge the government \$17 per ton. According to MDI this will increase CFS's bid and violate the contract because the items in issue--leaves, wood and construction demolition debris--are required to be recycled. As discussed above, in our view CFS's bid indicates that it intends to provide the recycling at no cost to the government. Further, whether CFS complies

with the requirements of the solicitation is a matter of contract administration which we will not review. 4 C.F.R. § 21.5(a); Solar Plexus, LLC, B-402061, Dec. 14, 2009, 2009 CPD ¶ 256 at 2-3.

The protest is denied.

Lynn H. Gibson
General Counsel