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P2-11

DECISION



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

FILE: B-195083

DATE: August 27, 1979

MATTER OF: Lubel Service Industries, Inc.
d/b/a American Laundry and Cleaners

DIGEST:

DLG 02640
2642

Inadvertent failure of low bidder to include unit and extended price on bid schedule for one item as required by IFB does not render bid nonresponsive where bid as submitted indicates probability and nature of error and amount intended. Sum remaining after subtracting priced items in lot from total bid price of lot is obviously amount intended for price of omitted item since figure is in line with pricing pattern for same item for other years in bid.

Lubel Service Industries, Inc. d/b/a American Laundry and Cleaners (American) protests award to any other bidder under invitation for bids (IFB) No. F41800-79-B-0044, issued by the Air Force contracting center in San Antonio, Texas. American maintains that White Star Laundry (White Star), the apparent low offeror, submitted a nonresponsive bid because it failed to enter a price for an item in lot X, as required by the solicitation. For the reasons that follow, we find White Star's bid to be responsive and eligible for award.

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The solicitation was for laundry and dry cleaning services at various Air Force bases in the San Antonio, Texas area. (The IFB divided the requirements into various lots, each of which contained numerous line items. The solicitation provided that bids were required to include unit prices for each item in a lot and that a bid without such prices would be rejected.

The low offeror
White Star failed to submit a unit or extended bid price for ~~line item 0194~~ of lot X, covering the laundering of sleeping bags, for the first option year. However,

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[Protest INVOLVING FAILURE of LOW Bidder
To Include Unit and Extended Price]

the bid included a total price for lot X for the first option year which was greater than the total of extended item prices bid for that lot. The Air Force decided that White Star's bid was responsive despite the omitted price. Its position is that the item price can be derived by subtracting the total of individual extended prices bid for lot X from the total price bid for lot X. Moreover, the agency believes the consistency of the pricing pattern in White Star's bid for this item for the basic and option years is such that both the existence of the error and the bid actually intended are clear from the face of the bid and, therefore, may be corrected. White Star has submitted documentation to substantiate the existence of its mistake and has expressed its willingness to perform the contract, including the work called for under item 0194, with no increase in total bid.

On the other hand, American argues that White Star's bid is nonresponsive since it fails to set forth a price for a required item, and under the terms of the solicitation should not be considered for award. The award of this contract has been withheld pending the resolution of this protest.

(A bid generally is regarded as nonresponsive when it does not include a price on every item as required by the IFB. Such a bid may not be corrected.) International Signal and Control Corporation; Honeywell, Inc., B-192960, December 14, 1978, 78-2 CPD 416. This rule is applicable to option items, such as those in this case, which are to be evaluated at time of award. Ainslie Corporation, B-190878, May 4, 1978, 78-1 CPD 340. The rationale for this rule is, in part, that when a bidder fails to submit a price for an item, it generally cannot be required to perform the service covered by that item as part of other services for which prices were submitted. 52 Comp. Gen. 604 (1973). Moreover, to allow bidders to correct a price omission after an allegation of a mistake in bid would, in effect, give the bidder an impermissible option to explain after opening whether its intent was to perform or not perform the work.

We have recognized, however, a limited exception to this rule. Even though a bidder fails to submit a price for an item in a bid, that omission can be corrected if the bid, as submitted, indicates not only the possibility of error but also the exact nature of the error and the amount involved. Con-Chen Enterprises, B-187795, October 12, 1977, 77-2 CPD 284. This exception is based on the premise that where the bid itself establishes both the existence of the error and the bid actually intended, to hold that bid nonresponsive would be to convert an obvious clerical error of omission to a matter of responsiveness. 52 Comp. Gen. 604, supra.

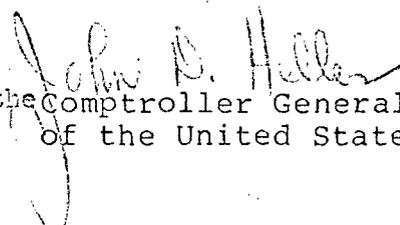
(We agree with the Air Force that White Star's bid contains sufficient evidence to invoke the exception to the general rule. The bid submitted by White Star omitted the unit and extended prices of ^{the} item 0194 only for the second year; prices were submitted for the third year.) Moreover, White Star bid an aggregate total price of \$412,380.50 for lot X on the second year, while the eleven items in lot X on which unit and extended prices did appear total only \$404,280.50. This difference of \$8,100 between the aggregate total listed for lot X and the sum of the eleven priced items in lot X for the second year extrapolates to a unit price of \$2.25 for the 3600 units of item 0194. (Since White Star bid \$2.00 for item 0194 in the first year and \$2.50 for this item in the third year, the bid of \$2.25 derived by extrapolation clearly appears to be the intended bid price for the second year.) Cf. Construction Company, Inc., B-187889, April 4, 1977, 77-1 CPD 231.

American cites various decisions of our Office which it believes supports its position that the mistake in bid procedures may not be relied upon to correct White Star's bid. See General Engineering and Machine Works, Inc., B-190379, January 5, 1978, 78-1 CPD 9; Garamond Pridemark Press, B-182664, February 21, 1975, 75-1 CPD 106; T. M. Systems, Inc. - Reconsideration, B-193238, April 3, 1979, 79-1 CPD 231. In each of those cases, a bidder omitted a price on an item required by the solicitation, although the bidder alleged an intent to make

no charge for the omitted item. We held in those cases that the omitted item could not be corrected pursuant to the mistake in bid procedures since the bid itself did not indicate that no charge was intended. In the instant protest, unlike the cases cited by American where it was possible that the bidder either intended not to charge for the item or mistakenly omitted a price (the intended price for the omitted item is obvious from the face of the bid.) Obviously, the cases cited by American are not controlling here.

American also contends that the Air Force has failed to comply with the required procedures for the correction of the mistake because the determination to allow correction of this allegedly "non-clerical" error was not made by the Staff Judge Advocate of the Air Force Logistics Command (AFLC) as specified by Defense Acquisition Regulation (DAR) 2-406.3(b)(3) (1976 ed.). We find the point to be academic since the DAR "establishes" AFLC as the lowest level to which authority to allow correction of non-clerical errors may be delegated by the Department of the Air Force and it is clear that Headquarters Air Force has determined that correction is appropriate here. In any event, the point is irrelevant since the propriety of correction has now been decided by this Office.

The protest is denied.


For the Comptroller General
of the United States