

**DECISION**



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

**FILE:** B-218643 **DATE:** September 4, 1985  
**MATTER OF:** PNM Construction Inc.

**DIGEST:**

Contracting agency properly rejected as nonresponsive a bid which omitted prices for several line items, because the solicitation clearly required bidders to price all line items and nothing in the bid indicated what the protester intended to bid for omitted items.

PNM Construction Inc. protests the rejection of its bid as nonresponsive and the award of a contract to E&M Contracting Corporation under invitation for bids (IFB) No. F28609-84-B-0027, issued by the Department of the Air Force for protective coating maintenance and sign painting services at McGuire Air Force Base. PNM's bid was rejected as nonresponsive because it omitted a unit price and estimated total amount for four separate line items under a sub-item entitled "Layout and Hand Letter Signs." PNM first protested to the Air Force, alleging that its failure to complete the four line items was a clerical mistake and that it should be allowed to correct its bid in accordance with the Federal Acquisition Regulation (FAR), 48 C.F.R. § 14.406-2 (1984). The Air Force denied the protest on the basis that the protester's bid, as submitted, was nonresponsive to the solicitation and the authority to permit correction of bids could not be used to make nonresponsive bids responsive. In its protest filed with our Office, the protester contends its bid was improperly rejected because the omitted prices could be determined from the pricing pattern in its bid.

**Based upon our review of the record, we deny the protest.**

The IFB, for various exterior and interior painting requirements, sought bids for a fixed-price requirements contract for a 4-month basic period and contained three 1-year options. Under the category "Sign Shop Work Requirements", bidders were required to insert prices for

"Layout and Hand Letter Signs" of various sizes, based upon estimated quantities. Bids were solicited for the basic term and each of the three option years (line items 27q and 28p). PNM's bid did not include unit prices or extended prices for any of the four line items representing the basic term (item 27q) and each option period (item 28p) for what were described as "Larger" signs; consequently, its bid was rejected as nonresponsive. The contract was awarded to E&M Contracting Corporation, the low responsive, responsible bidder. The protester states that prices for these line items were inadvertently omitted and argues that the unit price for these items was "obvious" from its pricing pattern for "identical" line items elsewhere in the bidding schedule.

The IFB warned bidders that bids containing "other than a single price for each item will be rejected as nonresponsive." In addition, the Instructions and Notices to bidders stated that bids would be evaluated "for award purposes by adding the total price for all options to the total price for the basic requirement." Moreover, the IFB stated that:

"The Government will make only one award as a result of this IFB. Award will be made to that responsive, responsible bidder whose aggregate bid is low."

Where, as here, the IFB evidences a government intent to fulfill requirements from a single source and includes an explicit requirement that bidders price all items to be eligible for award and warns that failure to do so may result in rejection of the bid, a bid which has such an omission generally must be rejected as nonresponsive. E.H. Morrill Co., 63 Comp. Gen. 348 (1984), 84-1 CPD ¶ 508. This rule is applicable to option items to be evaluated at the time of award and reflects the legal principle that when a bidder fails to submit a price for an item it generally cannot be required to perform the service represented by the missing price. Lyon Shipyard, Inc., B-208978, Sept. 27, 1982, 82-2 CPD ¶ 287; Goodway Graphics of Virginia, Inc., B-193193, Apr. 3, 1979, 79-1 CPD ¶ 230 at 5. This type of defect cannot be waived as minor. Id.

The protester maintains that the work required in line items 25i and 26i to "Fabricate new silkscreens, produce required signs, clean and store" in both the basic and option periods is identical to the work specified in line items 27q and 28p which calls for the contractor to do "Layout and Hand Letter Signs." As support for this allegation, PNM points out that both work requirements fall under

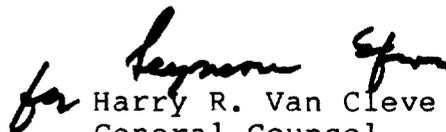
the general category of "Sign Shop Work Requirements" in the bidding schedule and that the IFB requested bids per manhour to fabricate new silkscreens and layout hand lettered signs based upon similar size and number of letters for each type of sign. Finally, the protester argues that the manhour cost to furnish silk screens and hand lettered signs are the same because both type services are performed by the same personnel, i.e., sign painters. Consequently, PNM seeks to have us find that its intended bid to do layout and hand letter signs was \$40.00 per manhour, the same price as that submitted to fabricate new silkscreens.

It is fundamental that the responsiveness of a bid must be established on the basis of the bid submitted at bid opening. Space Services of Georgia, Inc., B-214499, Aug. 15, 1984, 84-2 CPD ¶ 183. As a general rule, a bid must be rejected as nonresponsive when a bidder fails to submit a price for every item requested by the IFB and a nonresponsive bid may not be corrected after bid opening. Telex Communications, Inc., et al., B-212385, et al., Jan. 30, 1984, 84-1 CPD ¶ 127 at 5. However, this Office recognizes an exception to the general rule under which an omission may 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. Id. We have permitted bidders to insert an omitted price where the IFB required bids for the same item in more than one place (for example, basic and option periods) and the bidder has submitted a price for the same item elsewhere in its bid. Id. See also Farrell Construction Co., 57 Comp. Gen. 597, 600 (1978), 78-2 CPD ¶ 45, and cases cited therein. We have also permitted correction of an omitted line item price where there is more than one bidding schedule requiring prices for the same items and it can be ascertained from the identical bidding patterns on both schedules what the bidder intended to bid for the omitted item. Telex Communications Inc., et al., B-212385, et al., supra.

We find the facts here do not support application of the above exception because PNM's bid as submitted does not establish the intended bid prices for the omitted items. Close scrutiny of PNM's bid reveals no pricing pattern which would clearly indicate PNM's intended price for line items 27q and 28p for hand lettered signs. Moreover, despite PNM's allegation that both type services are performed by sign painters, the two types of work do not appear to be very similar and the Air Force, in fact, contends that they are not the same type of work. Furthermore, the Air Force points out that the quantities estimated for each type of work are very different. We also note that

in a number of places PNM bid different unit prices for silkscreens and hand lettered signs of equal size even though similar quantities were required. In these circumstances, we cannot conclude that PNM's bid reflects an intent on the part of PNM to bid any particular price for the line items in question. Therefore, we find that the contracting officer properly rejected the protester's bid as nonresponsive.

The protest is denied.

*for*   
Harry R. Van Cleave  
General Counsel