

Goodard

**DECISION**



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

**FILE:** B-220578 **DATE:** October 21, 1985  
**MATTER OF:** TCI, Limited

**DIGEST:**

1. Where prices were provided for all items and subitems on a bidding schedule, the fact that the contracting officer had to add the individual item prices and fill in the totals the bidder had left blank does not mean the bid was nonresponsive, as the bidder showed his intent to be bound by the pricing of all items and subitems. Failure to add the prices of the items was only a mere clerical error, and the mere mechanical exercise of addition shows the total bid amount intended.
2. Failure to provide a duplicate copy of the bid is a minor informality or irregularity.
3. A bidder's failure to initial changes in a bid is a matter of form that may be considered an informality and waived if the bid leaves no doubt as to the intended price.

TCI, Limited (TCI), protests the award of a contract under invitation for bids (IFB) No. DACA85-85-B-0059, issued to the Steenmeyer Corporation (Steenmeyer) by the United States Army Engineer District, Alaska, for the renovation of buildings 1001 and 1004, Fort Wainwright, Alaska. TCI argues that since Steenmeyer failed to fill in the blanks provided for the total of additive items and the total of base and additive items, the intent of the bid cannot be discerned, and the bid therefore should have been rejected as nonresponsive.

We dismiss the protest.

The bidding schedule called for prices on items 1 and 2, the latter of which was subdivided into numerous sub-items, and on 13 additive items. Steenmeyer's bidding schedule shows that it inserted prices on item 1, on all of

033528

the subitems in item 2, and on all of the additive items, both as to the unit prices and their extended total amounts. TCI, however, failed to insert grand totals for all of the extended total amounts it had bid; the contracting officer himself calculated those totals in order to evaluate the bid.

Generally, where any substantial doubt exists as to whether a bidder upon award could be required to perform all the work called for if he chose not to, the integrity of the competitive bid system requires rejection of the bid unless the bid otherwise affirmatively indicates that the bidder contemplated performance of the work. 51 Comp. Gen. 543, 547 (1972). This rule, however, does not prohibit the correction of a price omission in a bid when the figure intended is established by the bid itself. 52 Comp. Gen. 604, 609 (1973). Where the bid itself establishes both the existence of the error and the bid actually intended, to hold that bid nonresponsive would convert an obvious clerical error of omission to a matter of responsiveness. Ebonex, Inc., B-211557, Aug. 9, 1983, 83-2 C.P.D. ¶ 192.

Here, Steenmeyer bid on all items and subitems, merely omitting the mathematical totals of these items. We do not agree with the protester that there really is any reasonable doubt as to Steenmeyer's intention to be bound to all items if the bid were accepted, and we therefore see no basis to object to the contracting officer's evaluation of the bid by totaling Steenmeyer's item and subitem bids.

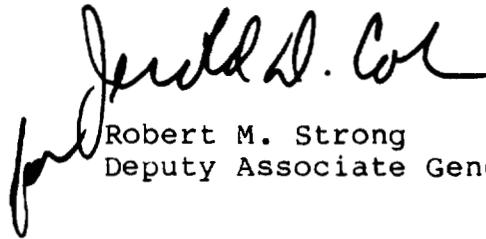
TCI also complains that Steenmeyer failed to provide a duplicate copy of its bid documents at the time of bid opening as required by the solicitation. The Federal Acquisition Regulation (FAR), however, specifically provides that the failure to return the number of copies of signed bids required by an IFB is a minor informality or irregularity which may be cured by the bidder or waived by the contracting officer, whichever is advantageous to the government. FAR, 48 C.F.R. § 14.405(a) (1984).

Finally, TCI protests that Steenmeyer failed to initial erasures on its bidding schedule.

We have held that a bidder's failure to initial changes is a matter of form that may be considered an informality and waived if the bid leaves no doubt as to the price intended. R.R. Gregory Corporation, B-217251, Apr. 19, 1985, 85-1 C.P.D. ¶ 449. The record shows that Steenmeyer made several changes to its bid and, with the exception of one extended price, all of the changes were initialed. We

note that although the one changed extended price was not initialed, the unit price for that item, also changed, was initialed. Since the required quantity for that item is one, and the extended price is the same as the unit price, \$6,658.00, it is clear that Steenmeyer intended to bid one unit of that item at \$6,658 for the total item price of \$6,658.

The protest is dismissed.

A handwritten signature in black ink, appearing to read "Robert M. Strong". The signature is written in a cursive style with a large, sweeping initial "R".

Robert M. Strong  
Deputy Associate General Counsel