



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Main Electric Ltd.

File: B-224026.2

Date: April 10, 1987

DIGEST

Decision denying protest of bid rejection because of the protester's failure to separately price an item added to the bid schedule by amendment is affirmed where the protester has not shown the decision to be based on any error of fact or law.

DECISION

Main Electric Ltd. requests reconsideration of our decision, Main Electric Ltd., B-224026, March 3, 1986, 86-2 CPD ¶ 511,-- denying its protest that the Department of the Army improperly rejected its low bid under invitation for bids (IFB) No. DAAC89-86-B-0124. We upheld the Army's determination that the bid was nonresponsive for failing to price an item added by amendment to the original bid schedule or to otherwise indicate in its bid that the total price in the original bid schedule included a price for the added item. The request for reconsideration repeats the protester's original contention that its bid must be construed to include the added item at the total price listed in the bid schedule because Main Electric acknowledged the amendment. In addition, the protester contends that our decision ignored the fact that the contracting officer failed to declare the bid nonresponsive at bid opening and twice requested verification of Main Electric's price, which according to the protester, estopped the agency from rejecting the bid. Main Electric also contends that since the awardee failed to include a price for the additional items in the amended bid schedule, its bid should also be rejected.

We affirm our prior decision.

As explained in our prior decision, the mere acknowledgment of an amendment adding items to a bid schedule is not sufficient in itself to constitute a bid for the additional items.

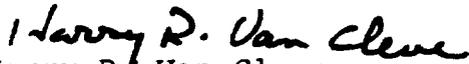
The bid must include a separate price for the added item or some clear indication that the additional item is included in the total price. John Mondrick Plumbing & Heating, Inc., B-201675.3, July 31, 1981, 81-2 CPD ¶ 73. We note, that the amendment, which added a requirement for 12 switches to the original requirement for replacement of electrical power poles, included a bid schedule form which contained spaces specifically designated for unit and extended prices for the switches. Consequently, we fail to understand how a bidder reasonably could have assumed that merely acknowledging the amendment would constitute an unequivocal offer to provide the switches at the total price contained in the original schedule, which referred only to the replacement of the poles.

Main Electric argues that our decision incorrectly added \$30,000--the government's estimate of the total price for the switches--to its bid price which was approximately \$13,000 lower than the awardee's. We did not alter Main Electric's bid, we merely examined the materiality of the failure to provide a specific price for the switches in the bid in light of the potential prejudice to other bidders to determine whether the defect was de minimus and could be waived as a minor informality. See FAR, 48 C.F.R. § 14.405 (1986). In view of the government's estimate that the switches were valued at \$30,000 we concluded that the failure to include them in the bid could not be waived as de minimus. The protester has not shown that our conclusion was wrong.

Further, the fact that the contracting officer did not declare Main Electric's bid nonresponsive at bid opening and twice requested a price verification did not, as Main Electric argues, constitute waiver of the bid's defect or estop the government from rejecting the bid. See Dean's Security Professionals, B-224429, July 31, 1986, 86-2 CPD ¶ 132.

Finally, regarding the awardee's bid, while it is true that the awardee did not complete the amendment's pricing schedule, the awardee inserted unit and extended prices for the switches in the original bid schedule and clearly included those prices in its total price. Thus, the awardee's bid unequivocally offered to perform the full scope of work, including providing the switches, at a definite price and was responsive.

The prior decision is affirmed.


Harry R. Van Cleve
General Counsel