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The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Burnside-Ott Aviation Training Center, Inc.  
File: B-228937  
Date: November 6, 1987

### DIGEST

1. Agency properly permitted bidder to correct an omitted price where it was clear from the bidder's prices on related items both that bidder had intended to bid on the item and the amount that it had intended to bid.
2. Where prices are offered on all line items, bidder's failure to enter a price total does not render its bid nonresponsive.
3. Protester's allegation that awardee's bid may have been tampered with is denied where protester offers no evidence of tampering.
4. Error of \$28 in awardee's extended price for one item may be waived as a minor informality where the difference between awardee's total price and next low price is approximately \$1.2 million.

### DECISION

Burnside-Ott Aviation Training Center, Inc. protests the award of a contract to the Singer Company, SimuFlite Training International Division, under invitation for bids (IFB) No. N61339-87-B-2001, issued by the Navy as the second step of a two-step sealed bidding procedure for simulator flight training services. Burnside-Ott primarily contends that Singer's bid should have been rejected as nonresponsive since Singer omitted three prices from its bid schedule. We deny the protest.

The bid schedule was divided into two sections. The first section requested prices for instruction services on seven different training devices to be provided at the Naval Air Stations at Whidbey Island, Washington and Lemoore, California for a base period of 12 months and three option

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periods of 12, 12, and 3 months respectively. This section of the IFB consisted of nine line items covering instruction services and associated premium time by fiscal year, location and training device. Line items 1-3 covered the 1-year base period, consisting of a 3-month mobilization period (line item 1), 9 months of instruction (line item 2), and associated premium time (line item 3); line items 4-7 covered the services and associated premium time during the two 1-year option periods; and line items 8 and 9 covered the services and premium time during a 3-month transition period at the end of the contract. Each line item was divided into subitems by location and device. The second section of the bid schedule (section B2) requested hourly rates for instruction services for additional training devices by labor category and fiscal year. Bidders were advised that bids would be evaluated by adding the prices for all of the subitems under Items 1, 2, 4, 6, and 8 to the total amount under section B2. The premium time prices under items 3, 5, and 9 were not to be evaluated.

Pursuant to two-step sealed bidding procedures, the Navy on March 24, 1987 issued the IFB to those offerors who had submitted acceptable technical proposals in step one. On August 28, bids from Singer, FlightSafety International, and the protester were opened. Under line item 8 (instruction services on various devices at various locations for the 3-month transition period at the end of the contract), Singer had bid "NC" (no charge) for all the subitems except the last one, subitem 8AH, which was left blank. Singer had also left blank the subtotal for item 8 and the total for items 1, 2, 4, 6, and 8. Singer had completed all other entries on the bid schedule, and had included with its bid a Standard Form (SF) 1411 (Contract Pricing Proposal Cover Sheet) that reflected a total price of \$11,187,352.

After bid opening, a Singer representative notified the contracting officer that his company had mistakenly omitted the three entries due to a transposition of pages during assembly of the bid. Singer then submitted a corrected bid, which contained entries of "NC" for both subitem 8AH and for the subtotal of Item 8, and an entry of \$4,184,414 for the total for items 1, 2, 4, 6, and 8. Singer also corrected a number of rounding errors in its bid. The contracting officer accepted Singer's corrected bid, which totaled \$11,187,328, and awarded that firm a contract on September 1.

Burnside-Ott contends that Singer's bid, as submitted, was nonresponsive due to the price omissions. The protester points out that the solicitation expressly provided that:

"If an item is offered at no charge, enter 'NC.' If the item is not separately priced, enter 'NSP.' DO NOT LEAVE BLANK. Failure to follow this instruction will render the bid nonresponsive."

The protester argues that Singer should not have been permitted to cure the alleged nonresponsiveness after opening.

A bid generally must be rejected as nonresponsive if, as submitted, it does not include a price for every item requested by the IFB. Further, a nonresponsive bid may not be corrected under the mistake in bid procedures after bid opening. E.H. Morrill Co., 63 Comp. Gen. 348 (1984), 84-1 CPD ¶ 508. This rule, which applies to option items if they are evaluated, reflects the legal principle that a bidder who has failed to submit a price for an item generally cannot be said to be obligated to provide that item. Id.

Our Office, however, recognizes a limited exception under which a bidder may be permitted to correct a price omission. This exception, which permits correction where the bid, as submitted, indicates the possibility of error, the exact nature of the error, and the intended bid price, is based on the premise that where there is a consistent pattern of pricing in the bid itself that establishes both the error and the intended price, to hold that bid nonresponsive would be to convert an obvious clerical error of omission to a matter of responsiveness. United Food Services, Inc., 65 Comp. Gen. 167 (1985), 85-2 CPD ¶ 727. The exception is applicable even where, as in this case, a solicitation provision states that failure to bid on an item will cause the bid to be rejected as nonresponsive. Telex Communications, Inc., et al., B-212385, et al., Jan. 30, 1984, 84-1 CPD ¶ 127.

Here, the Navy permitted correction of the omission of a price for subitem 8AH from Singer's bid because, in its view, the bid established a consistent pricing pattern showing that Singer intended to bid no charge for the item. The Navy points out that every subitem under item 8 except 8AH bore an entry of "NC." Moreover, in section B2, every labor category corresponding to work to be performed during the 3-month transition period covered by line item 8 also was priced "NC." According to the Navy, this definite and easily recognizable pricing pattern clearly indicated that the omission of a price for subitem 8AH was anomalous, and that the price intended for the subitem was "NC." The Navy also notes that Singer's intention to bid "NC" for both subitem 8AH and item 8 can be substantiated by adding its prices for items 1, 2, 4, and 6 to its price for section B2,

and noting the proximity of this sum (\$11,187,324) to the total price of (\$11,187,352) indicated on the SF 1411 submitted with Singer's bid.<sup>1/</sup>

Burnside-Ott disputes the Navy's conclusion that the pricing pattern in Singer's bid showed that it intended to bid "NC" for subitem 8AH. Burnside-Ott asserts that the Navy cannot rely on Singer's "NC" bids for the other subitems in line item 8 to establish a pricing pattern regarding the omitted subitem since each subitem represented a different device. Further, Burnside-Ott argues that Singer did not bid "NC" for the particular device covered by the omitted subitem in corresponding subitems for the base period or either of the first two option periods.

We think that the Navy reasonably concluded that Singer had intended to bid "NC" for subitem 8AH despite the fact that Singer had not bid "NC" for the same device elsewhere in its bid. It is clear from Singer's uniform bid of "NC" for all other subitems under item 8 and for all work during the same 3-month transition period under section B2, that Singer intended to perform all services during the transition period, except those involving premium time, at no charge to the government. Thus a consistent pricing pattern was discernible despite the fact that Singer had not bid the same amount for the same item elsewhere in its bid. See Slater Electric Co., B-183654, Aug. 26, 1975, 75-2 CPD ¶ 126.

Singer's intention to bid "NC" for subitem 8AH also is confirmed by the total price for all evaluated items shown on the SF 1411 pricing cover sheet submitted with its bid which, except for a discrepancy of \$28 due to rounding errors, is equal to the sum of the line items in the bid, assuming a bid of "NC" for subitem 8AH. Contrary to Burnside-Ott's view, we find consideration of the pricing cover sheet unobjectionable since it is a standard form and was submitted with Singer's original bid.

Since it is clear that Singer intended to bid "NC" for subitem 8AH, its intended subtotal for Item 8, and the total for items 1, 2, 4, 6, and 8, may be discerned from the face of its bid. As a result, the Navy acted properly in accepting Singer's corrected bid, since, where a bidder has indicated an intention to perform all of the work required by a solicitation, its failure to enter a price total does

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<sup>1/</sup> The Navy explains that the \$28 discrepancy between the two numbers is the result of rounding errors which Singer later was allowed to correct.

not render its bid nonresponsive and may be waived as a minor informality. See Triple A Shipyards, B-220282, Sept. 27, 1985, 85-2 CPD ¶ 352.

Burnside-Ott also alleges that Singer's original bid may have been tampered with and argues that if Singer's original bid cannot be demonstrated to be genuine, correction should not be permitted. Burnside-Ott has offered no evidence of tampering, however. It has shown only that Singer submitted two identically priced versions of its corrected bid to the agency, one on the IFB form and the other on its own retyped copy of the bid schedule. Burnside-Ott has not alleged that there is any discrepancy between the prices read aloud at bid opening and the prices in the original Singer bid, and we therefore see no reason to question the authenticity of Singer's original bid.

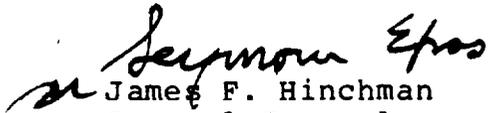
Burnside-Ott further objects to the fact that Singer was permitted to correct its unit price for one labor category under section B2 from \$20.57 per hour to \$20.56 per hour to resolve a discrepancy between the unit and extended prices. The protester points out that the IFB provided that in the event of a discrepancy between a unit price and an extended price, the unit price would be presumed to be correct. It therefore argues that the discrepancy here should have been resolved by correcting the extended price rather than by correcting the unit price.

Although we agree with the protester that, given the terms of the solicitation, Singer should not have been permitted to resolve the discrepancy between its unit and extended prices by correcting its unit price, the difference between the extended price stated in the bid and the correct extended price is only \$28. When compared to the difference of approximately \$1.2 million between Singer's and Burnside-Ott's total evaluated prices, this sum is de minimis, and the error in Singer's extended price may therefore be waived as a minor informality. See Porterhouse Cleaning and Maintenance Service Co., Inc., B-225725, May 18, 1987, 87-1 CPD ¶ 522.

Burnside-Ott also complains that Singer was permitted to amend its subtotal for item 1 from \$243,865 to \$243,866 to correct an error that it had made in adding the subitem prices. The protester argues that where subitem prices do not add up to the stated total price, it is impossible to

determine whether the error lies in the subitem entries or in the total. Since here, again, the amount at issue--\$1-- is negligible, any error in the total may be waived as a minor informality.

The protest is denied.

  
James F. Hinchman  
General Counsel