



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: United States Department of Agriculture and  
Lloyd H. Kessler, Inc.

File: B-229506, B-229506.2

Date: December 21, 1987

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### DIGEST

Where bid form did not explicitly require bids on all items, failure to bid on one item did not render bid nonresponsive when low bidder's total price exceeded sum of completed unit prices by amount of omitted line item.

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### DECISION

The Department of Agriculture's Soil Conservation Service (SCS) has requested an advance decision on the propriety of making an award to MOCON Corporation, under invitation for bids (IFB) No. SCS-3-OR-87, issued by SCS, for the construction of an irrigation pipeline at Mount Hood, Oregon. MOCON was the low bidder on the IFB, but Lloyd H. Kessler, Inc., the second low bidder, filed an agency-level protest alleging that MOCON's bid is nonresponsive because Kessler failed to bid on all items. SCS agreed with Kessler's protest and MOCON protested the alleged nonresponsiveness of its bid to SCS. Subsequently, Kessler filed a protest with our Office alleging that MOCON is also nonresponsive since its bid bond had expired. We find that MOCON's bid is responsive. Therefore, we deny the protest.

Kessler contends that since MOCON did not enter any dollar amount for line item 24, which was for the metalwork on the pipeline, MOCON must be found nonresponsive. Kessler cites Federal Acquisition Regulation (FAR), 48 C.F.R. § 52.214-18(c) (1986), which states:

"If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words 'not bid' in the space provided for any item on which no price is submitted."

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A bid is regarded as nonresponsive on its face for failure to include a price on every item as required by the IFB. Farrell Construction Co., 57 Comp. Gen. 597 (1978), 78-2 C.P.D. ¶ 45. MOCON argues, however, that FAR, 48 C.F.R. § 52.214-18(c), itself does not require bidding on all items and nothing in the solicitation required bidding on all items. Although, the IFB's bid schedule lists 38 line items and provides blank spaces for "unit price," and "amount," for each item, with a blank space for "total" at the bottom, the bid schedule has no statement indicating that bidding on each line item was required. Moreover, block 17 on page 2 of the IFB states:

"The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation . . . .  
Total Amount offered \$ \_\_\_\_\_."

MOCON argues that since it completed block 17, and since the IFB did not require unit prices, its bid is responsive.

In interpreting language similar to that of FAR, 48 C.F.R. § 52.214-18(c), we have held that where there is nothing in the bid form which explicitly requires bidders to quote prices on all items then a bid would not be automatically disqualified under such a provision. Carter Construction Co., B-187899, Apr. 4, 1977, 77-1 C.P.D. ¶ 231; see also Mars Signal Light Co., B-195659, Dec. 13, 1979, 79-2 C.P.D. ¶ 406.

MOCON filled in amounts for all the other line items. MOCON states it inadvertently omitted item 24 for metalwork even though its estimate for the work was \$3,500. MOCON's total price at the bottom of the bid schedule and at block 17 (\$216,405.60) is \$3,500 more than the total of its filled in unit prices. The government's estimate for item 24 was \$4,000 and the other bidders listed \$2,000, \$2,679, \$3,800, \$4,000 and \$5,000 for this item. Since one award was contemplated, and there was no requirement for itemized bidding, we find MOCON's bid responsive. Carter Construction Co., supra.

Kessler also filed a protest with this Office claiming that MOCON's bid should be rejected for an additional reason, namely, that MOCON's bid bond had expired. Kessler states that the bids and bid bonds for all bidders had expired on October 12 and whereas, Kessler thereupon provided a written 60 day extension of its bid bond from its surety, MOCON did not provide an extension of its bid bond although it extended its bid. Kessler states that the fact that MOCON

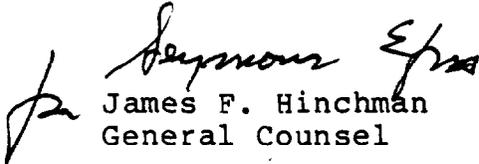
obtained a written extension from its surety on November 9 does not cure this defect as there was a period of time, October 13 to November 8, in which MOCON did not provide a bid bond. Subsequently, Kessler filed a protest with our Office alleging that MOCON is also nonresponsive since its bid bond had expired.

The bid bond which this IFB required is executed on standard form 24, 48 C.F.R. § 53.301.24 which contains the following clause:

"Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grant to the Government. Notice to the suret(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid."

Since, therefore, the bid bond on its face bound bidders' sureties for an additional 60 days if their bids were extended, and the bids were extended from October 13, there was no need for the bidders to obtain separate extensions of their bid bonds directly from their sureties. MOCON's bid was properly protested by a bid bond for an additional 60 days on October 13 and its bid was therefore responsive.

The protest is denied.

  
James F. Hinchman  
General Counsel