



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Jones Floor Covering, Inc.
File: B-237139
Date: January 5, 1990

DIGEST

Low bid is properly determined to be responsive as an "all or none" bid where bidder provides one lump-sum price for work required rather than individual prices for six line items (base item plus five additives) in the solicitation's schedule.

DECISION

Jones Floor Covering, Inc., protests the proposed award of a contract to Liberty Painting Company under invitation for bids (IFB) No. F04693-89-B-0019, issued by the Department of the Air Force for interior painting and carpeting of the hallways of seven buildings at Los Angeles Air Force Base. The protester argues that Liberty's bid should have been rejected as nonresponsive because it submitted one lump-sum price in response to the IFB, which requested prices for six line items.

We deny the protest.

The IFB was issued on August 15, 1989, and 13 bids, including Liberty's low bid, were received by the September 14 bid opening. The agency states that due to a funding limitation, the IFB contained a bid schedule for a base item and five additive items. Line item one required a base price for work on two specific buildings, while the other five line items were called additives and sought prices for the five other buildings. The contracting officer states that breaking down the work required into different line items provided a means for making a partial award based on funds determined to be available at the time of the award. In addition, the IFB contained Standard Form (SF) 1442 (solicitation cover sheet) with a provision which stated that the "offeror agrees to perform the work required at the prices specified below in strict accordance with the terms

of this solicitation," and which provided a space for bidders to write in their prices. Liberty did not complete the bid schedule containing the line items; rather, it merely indicated a dollar amount of \$474,000 in the space provided in SF 1442.

Prior to bid opening, the agency announced and recorded that it had \$613,863 available for this project for which it had estimated would require \$700,932. Because of the price difference between Liberty's bid and the government estimate, the contracting officer requested Liberty to verify its bid. By facsimile dated September 18, Liberty verified its price and returned a completed bid schedule indicating prices for each line item. The agency determined that Liberty had submitted a responsive "all or none" bid. Jones filed its protest to our Office on September 27.

Jones argues that Liberty's failure to submit prices for each line item creates an ambiguity as to what it was actually bidding on. Therefore, it argues, Liberty is not unequivocally bound to perform each line item of the contract and is nonresponsive. The protester also contends that Liberty could assert a mistake and withdraw its bid if it chose to do so or could deliberately allocate its bid price as to make it unbalanced.

A bid is ambiguous in a legal sense only where, when taken as a whole, it is susceptible of two or more reasonable interpretations. See Hirt Telecom Co., B-222746, July 28, 1986, 86-2 CPD ¶ 121. Here, we find that the agency reasonably concluded that Liberty submitted an "all or none" bid, that is, it submitted a bid price for the work described in all line items. Although it did not provide prices for each line item, Liberty indicated its total price beneath the IFB provision which requested the bidder's price for the "work required." We disagree that the total price submitted for the "work required" is susceptible to more than one reasonable interpretation. The range of prices received and the government estimate clearly indicated that Liberty was not bidding solely on the base item but instead offered much more.^{1/} In the absence of any indication in the bid, we do not think that it is reasonable to conclude, as the protester urges, that the "work required" could refer to only line item one, or some lesser

^{1/} For example, the government estimate for the base item was \$194,949. Most firms bid less than the government estimate for the base item. As stated above, Liberty's total bid was \$474,000.

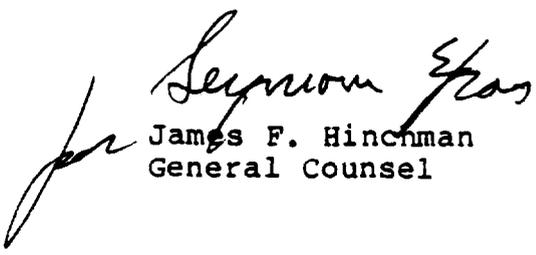
combination of line items. There is simply nothing in the record to support the conclusion that Liberty intended to limit its bid for less than all the work. Rather the only reasonable interpretation, in our view, is that Liberty intended to bid on all of the work required. Thus, it submitted an "all or none" bid.

Jones also argues that Liberty's bid should have been rejected as nonresponsive because it cannot be evaluated in accordance with the evaluation scheme stated in the solicitation since it failed to provide prices for each item. Essentially, it objects to an "all or none" bid where prices were requested for various line items.

On a solicitation requesting a base bid and various additive items, as here, bids must be evaluated on the basis of the work actually awarded; any evaluation which incorporates more or less than the work that will be awarded fails to obtain for the government the benefits of full competition on the work to be performed. Rocky Ridge Contractors, Inc., B-224862, Dec. 19, 1986, 86-2 CPD ¶ 691. Since sufficient funds were available to make the award on the base bid and all additive items in this case, Liberty's "all or none" bid could be accepted as responsive; its failure to timely break down its separate prices for the base bid and additives is a minor informality not requiring the rejection of its bid. Of course, Liberty's bid ran the risk of being rejected as nonresponsive, if the Air Force did not have sufficient funds for all items. Id.

Moreover, in Rocky Ridge Contractors, Inc., B-224862, supra, and the other decisions cited in that case, we stated that the bidder's bid should not be rejected where it did not break down separate prices for various items even where the solicitation warned that failure to do so would result in the rejection of the bid. Here, where there was no such provision in the solicitation and where Liberty offered to perform the work required, which was the basis of the award, award to that firm was proper.

Accordingly, the protest is denied.


James F. Hinchman
General Counsel