



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Hughes-Sillers Construction Co., Inc.

File: B-241466

Date: January 3, 1991

John S. Sillers for the protester.
L. H. Vance, Jr., Esq., Winston & Cashatt, for Tony Russell Construction Co., an interested party.
Alton E. Woods, Esq., and Justin P. Patterson, Esq., Department of the Interior, for the agency.
Katherine I. Riback, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where unit prices were provided for each of the individual bidding schedule items, the fact that the contracting officer had to add the individual item prices and fill in the total for the bid schedule that the bidder had left blank does not mean the bid was nonresponsive, as the bidder showed his intent to be bound by including all of the unit prices. Failure to add the item prices was only a clerical omission, and the mere mechanical exercise of addition shows the total bid amount intended.

DECISION

Hughes-Sillers Construction Co., Inc. protests the proposed award of a contract to Tony Russell Construction Co., Inc. under invitation for bids (IFB) No. 0-SI-10-05160, issued by the Department of the Interior, Bureau of Reclamation, for the construction of a campground at the Scooteney Reservoir, Washington. Hughes contends that the bid submitted by Russell was nonresponsive because it did not contain a total for the bidding schedule, and that the agency's action in totalling Russell's bid after bid opening gave Russell a competitive advantage over other bidders who took the time to include a total figure in their bids.

We deny the protest.

The IFB's bid schedule contained 44 line items, some of which were to be bid as a lump sum and others with unit and extended prices based on the estimated quantities given. At the foot

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of the schedule was the blank: "TOTAL FOR SCHEDULE \$ _____." Considering all the line items, sub-items, and unit and extended prices, some 109 priced entries had to be made on the schedule to arrive at a total bid.

Three bids were received by bid opening; a fourth bid arrived late. In reviewing the bids after bid opening the contracting officer noted that Russell's bid package contained unit and extended or lump sum prices, as appropriate, for each individual bidding schedule item, but that a total for the bidding schedule was not included. The contracting officer determined that the bid as submitted represented an unequivocal offer to perform the exact thing required by the solicitation and that the failure to total the bid was a minor informality which did not affect the responsiveness of the bid. Consequently, Bureau personnel performed the addition necessary to arrive at a total figure for Russell's bid, on the basis of which Russell was the low bidder. This protest followed.

Hughes contends that Russell's bid was "incomplete," and therefore nonresponsive, and that the 15 to 20 minutes Russell saved by not checking and totalling its bid gave it an unfair competitive advantage over other bidders who, once they calculated a total figure for the schedule, could not change their estimates or include last minute subcontractor price changes.^{1/}

A bidder would have an unfair competitive advantage if it could make its bid responsive after bid opening by agreeing to some essential requirement of the IFB that was not in its original bid, because it would then have the option of accepting the contract after competing bids have been exposed, or refusing award if, for example unanticipated cost increases occur. Roadrunner Moving & Storage, Inc.--Recon., B-234616.2, Apr. 5, 1989, 89-1 CPD ¶ 356. That, however, is not the case here.

However, we have previously considered, and rejected, the argument that a bidder's failure to enter the total price in an otherwise complete bid rendered the bid nonresponsive. TCI, Ltd., 65 Comp. Gen. 23 (1985), 85-2 CPD ¶ 433. As in

^{1/} The implication of the protester's allegation that Russell modified its bid up to bid opening, is not supported by the record. The figures on Russell's bid schedule are typed and no handwritten notations appear on its bid schedule. In any event, as long as any changes are made prior to bid opening and initialed, or it is otherwise clear as to the bidder's intent to be bound, the bid is responsive. ICI, Ltd., 65 Comp. Gen. 23 (1985), 85-2 CPD ¶ 433.

TCI, we view Russell's failure to enter a total on its bid schedule as a clerical omission, rather than a matter of responsiveness, because Russell's bid represents an unequivocal offer to perform the exact thing required by the solicitation. Russell's intent to be bound is clear from its entry of all required unit, extended, and lump sum prices for each individual schedule item. Accordingly, the contracting officer properly totaled Russell's bid.

Finally, any conceivable advantage which Russell may have gained by not spending the 15 to 20 minutes which the protester asserts is required to perform the addition needed to arrive at a total bid price is simply too remote and speculative to warrant the rejection of a low, responsive bid.

The protest is denied.


for James F. Hinchman
General Counsel