



Comptroller General  
of the United States

:246292

Washington, D.C. 20548

## Decision

**Matter of:** The Jorgensen Forge Corporation

**File:** B-255426

**Date:** February 28, 1994

H.R. Streb for the protester.  
Nilza F. Velázquez, Esq., U.S. Coast Guard, for the agency.  
Christina Sklarew, Esq., and Linda C. Glass, Esq., Office of  
the General Counsel, GAO, participated in the preparation of  
the decision.

### DIGEST

Where invitation for bids provides that award will be made to the low aggregate bidder and requires bidders to submit prices for a variety of labor categories, bidder may not omit prices for certain categories that it considers inapplicable to the work; inserting "N/A" instead of a price renders the bid nonresponsive. Protester should have raised its objections to the labor categories prior to bid opening.

### DECISION

The Jorgensen Forge Corporation protests the United States Coast Guard's rejection of its bid as nonresponsive under invitation for bids (IFB) No. DTCG80-93-B-3FA925.

We deny the protest in part and dismiss it in part.

The solicitation was for the overhaul of two controllable pitch propeller hubs. The IFB divided the work to be performed into two categories, designated as "base items" and "composite labor rates." The base items, which included contract line item number (CLIN) 0001 (overhaul controllable pitch propeller hubs) and CLIN 0002 (packing, packaging and shipping), were described as those items which, if an award were made, would be awarded. The composite labor rates, which included separately listed CLINs A-K (shipfitter or pipefitter, welder-aluminum, welder or brazer, burner, sandblaster, crane operator, general laborer, outside machinist, inside machinist, grinder, and rigger), were described as being in the nature of options, to cover any work within the scope of the acquisition that could not be accurately described when the IFB was written or that was not included in other line items in the IFB, and might be required by the government.

Bidders were instructed to furnish the information required by the solicitation and were cautioned that any offer not conforming to the IFB's requirements in every respect would be rejected as nonresponsive. For each of the CLINs, bidders were to insert a unit price and an extended price (based on the quantity or estimated quantity indicated in the IFB for each CLIN). For CLINs A-K, the extended prices were to be added together, to arrive at a "total composite labor rate extended price amount." Bidders were advised that for purposes of award, the low bid would be determined by totaling all the prices of the base items and the composite labor rate extended amount, although evaluation of the composite labor rates would not obligate the government to exercise or award these items.

The Coast Guard received four timely bids, including Jorgensen's. The protester's bid was low. However, upon inspection of the bid, the contracting officer discovered that Jorgensen had failed to submit the required prices for all but one of CLINs A-K. Jorgensen had included a labor rate only for CLIN I, "Inside Machinist," and had inserted the notation "N/A" for each of the other labor categories. The contracting officer concluded that Jorgensen's failure to price each of the CLINs rendered its bid nonresponsive. This protest followed.

Jorgensen argues that its bid was fully responsive to the requirements of the solicitation, and that its rejection was improper. The protester explains that it is not a shipyard but a manufacturer and machining facility, and that the job trades listed in the IFB are associated with a shipyard. Jorgensen states that its bid was prepared according to the machinist's trade levels appropriate to a machining facility. Further, Jorgensen contends that the IFB does not require the contractor to remove the propellers from the ship nor perform the overhaul in the shipyard, and argues that its role as the manufacturer of the propellers at issue here places Jorgensen in the best position to know what trades are actually required to overhaul and repair the propellers. In Jorgensen's view, the "contract was deceptively written and was not awarded fairly or impartially."

We think the contracting officer correctly rejected Jorgensen's bid as nonresponsive. Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price. See HH&K Builders, B-232140, Oct. 20, 1988, 88-2 CPD ¶ 379, recon. denied, B-232140.2, Nov. 30, 1988, 88-2 CPD ¶ 537. The term "N/A" typically means "not applicable" and

therefore a bidder's use of that notation creates doubt as to whether the bidder intends to furnish the item in question; this renders the bid nonresponsive. See Bayshore Sys. Corp., 56 Comp. Gen. 83 (1976), 76-2 CPD ¶ 395. Indeed, Jorgensen confirms that it never intended to provide the services represented by these CLINs, since it does not consider them relevant or applicable to the work required, and that it omitted the prices for that reason. Accordingly, this portion of the protest is denied.

Regarding Jorgensen's contention that the solicitation was deceptively written, and the true essence of its protest--that the shipyard trades listed in the IFB could not possibly be used to perform the scope of the required repairs--these matters concern the solicitation itself and should have been apparent prior to bid opening. Our Bid Protest Regulations provide that challenges to the terms of a solicitation apparent prior to bid opening must be filed prior to that time. 4 C.F.R. § 21.2(a)(1) (1993). The purpose of this rule is to enable our Office to review such matters in time to recommend effective action, such as amending the solicitation, where appropriate. Luhr Bros., Inc., B-248423, Aug. 6, 1992, 92-2 CPD ¶ 88. Thus, Jorgensen was required to protest this alleged defect in the IFB before bid opening. Since it failed to do so, its protest is untimely. PEC Constr., Inc., B-245462, Oct. 1, 1991, 91-2 CPD ¶ 277. The protester could not simply make assumptions regarding the agency's actual needs, and then expect relief when the agency evaluated bids according to the actual terms of the IFB, rather than according to Jorgensen's assumptions.

The protest is denied in part and dismissed in part.

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