



Comptroller General
of the United States

1205216

Washington, D.C. 20548

Decision

Matter of: Allbrite Office Cleaning, Inc.

File: B-257188

Date: June 10, 1994

Joseph R. Sims for the protester.
John A. Dodds, Department of the Air Force, for the agency.
Adam Vodraska, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

A bid in which line item prices were omitted was properly rejected by the agency as nonresponsive where the line item prices were essential requirements of the IFB on which payments would be calculated.

DECISION

Allbrite Office Cleaning, Inc. protests the rejection of its apparent low bid as nonresponsive under invitation for bids (IFB) No. F07603-94-B-6000, issued by the Department of the Air Force for custodial services at Dover Air Force Base, Delaware.

We dismiss the protest.

The IFB required bidders to list unit and extended prices for over 80 items (custodial services for each building) for the initial year and for each option year. Paragraph 11 of the IFB, Single Unit Price--Sealed Bidding, provided that "bids showing other than a single unit price for each item will be rejected as nonresponsive." Allbrite listed a price for only one line item, Shampoo Carpets, with a total price of all the line items for each year based on the estimates stated in the IFB, as well as a grand total for the contract term. The Air Force rejected Allbrite's bid as nonresponsive for its failure to price each line item.

Allbrite asserts that its failure to provide pricing for the various line items was a minor informality and that it should have been permitted to provide this breakdown after award. We disagree.

To be considered responsive, a bid must comply in all material respects with the IFB. Federal Acquisition Regulation, (FAR) § 14.301(a). An agency must reject any bid that fails to conform to the essential requirements of the IFB. FAR § 14.404-2(a). As a general rule, a bid must be rejected as nonresponsive if, as submitted, it does not include a price for every item requested by the IFB. GTA Containers, Inc., B-249327, Nov. 3, 1992, 92-2 CPD ¶ 321.

The line items that were omitted here are essential requirements of the IFB because they will form the basis for computing payments to the contractor. Section 4 of the IFB, Contractor Payment, provides that, for performance of a service that does not exceed the performance requirement, the contractor shall be paid the percentage of the monthly contract line item price indicated in the performance requirements summary for that service. Section 4 also provides for payment for services which exceed the performance requirement, again, based on the maximum contract line item payment per month for a given service. Because the line items are to be used to calculate payments to the contractor, they are essential requirements of the IFB and the protester's omission of the line items renders its bid nonresponsive. See New World Technology, B-237158, Jan. 19, 1990, 90-1 CPD ¶ 77; Lioncrest Ltd., Inc., B-221026, Feb. 6, 1986, 86-1 CPD ¶ 139.

As the bid is nonresponsive, the agency correctly refused to permit the protester to supply the missing line items after bid opening, since a nonresponsive bid may not be converted into a responsive bid by post-bid opening clarifications or corrections. Lathan Constr. Corp., B-250487, Feb. 5, 1993, 93-1 CPD ¶ 107.

Moreover, while rejection of Allbrite's bid may result in additional cost to the government for this procurement, it is well-established that a nonresponsive bid cannot be accepted solely on the basis of its lower price; acceptance of such a bid would compromise the integrity of the competitive bidding system. GTA Containers, Inc., supra.

The protest is dismissed.

James A. Spangenberg
Assistant General Counsel