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COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON, D.C. 20548

31205

B-178369

July 23, 1973

Kenneth J. Bini, Esquire
7701 Forsyth Boulevard
1295 Pierre Laclède Building
Clayton, Missouri 63105

Dear Mr. Bini:

We refer to your letter of June 28, 1973, protesting, on behalf of Hydralifts, Inc., against an award to Selma Trailer and Manufacturing Company (Selma) under invitation for bids (IFB) No. N00600-73-B-0180, issued by the Department of the Navy for a requirement of manlifts, scissor type, self-propelled.

You maintain that the Department improperly decided that Hydralifts' failure to price subitem 0001AE of the IFB, as amended, rendered its bid nonresponsive. We must agree with the Department's decision for the reasons stated below.

The IFB, as amended by Amendment 0001 of February 28, 1973, described the manlifts and the places of delivery for the requirement as follows:

<u>Item No.</u>	<u>Supplies/Services and Prices</u>	<u>Quantity</u>
0001	Manlift, Scissor Type Self-propelled	
0001AA	Manlift, First Article	1
0001AB	Manlift	3
0001AC	Manlift, Option Item	2
0001AD	Data as per Exhibit A (DD Form 1423)	
0001AE	Manlift (added by Amendment No. 0001)	4

* * * * *

Place of Delivery: F.O.B. Destination

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<u>Item No.</u>	<u>Quantity</u>	<u>Destination</u>
0001AA, 0001AB and 0001AC	All	Philadelphia Naval Ship Yard
0001AE	4	Boston Naval Ship Yard

The IFB also provided: "Bids and proposals will be evaluated for purposes of award by adding the total price for all option quantities to the total price for the basic quantity."

On March 20, 1973, bids for the requirement were received from your company and Selma. The contracting officer has summarized the unit prices in the bids, as follows:

	<u>0001AA</u>	<u>0001AB</u>	<u>0001AC</u>	<u>0001AD</u>	<u>0001AE</u>
Hydralifts	\$18,750.00	\$17,750.00	\$17,750.00	(not sep- arately priced,	---
Selma	18,948.68	18,948.68	18,948.68		\$19,251.18

The contracting officer reports that on March 21 she decided that your bid could not be considered for award since you failed to quote a price for subitem 0001AE; that on March 23 the procuring office received a telegraphic message from Selma offering a reduction in price provided award was made by March 31; that she decided Selma's price reduction could be accepted since the company was the lowest responsive, responsible bidder for the award; and that she therefore made an award to Selma on March 30.

You maintain that your failure to price subitem 0001AE should have been waived as a minor irregularity, correctable under mistake-in-bid procedures; that you intended to bid the same price for subitem 0001AE as you bid for subitems 0001AA and 0001AB; and that Selma's price reduction should not have been accepted.

In order to be considered for award, a bid must contain an unequivocal offer to furnish all required items in strict accordance with all provisions of the IFB; a bid which fails to contain this offer must be considered nonresponsive and not eligible for award. See 46 Comp. Gen. 434 (1966).

Generally, the failure to price an item renders a bid nonresponsive even if the failure resulted from an unintentional error. See B-176254,

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September 1, 1972. This is so because the Solicitation, Offer and Award form (Standard Form 33) on which bidders are required to submit their bids for supply contracts provides that bidders agree to furnish "items upon which prices are offered, at the price set opposite each item." Consequently, if a bidder does not offer a price for an item he generally cannot be said to be obligated to furnish the item. 41 Comp. Gen. 412, 415 (1961).

An exception to the general rule is made when the consistency of the pricing pattern for other identical items in the bid establishes both the existence of the error and the bid actually intended. For example, in B-150318(2), June 6, 1963, we allowed a bidder to correct his failure to bid on manholes in 4 of 78 subitems since he bid the same price consistently in the other 74 subitems.

However, we cannot conclude that such an exception permits the correction of Hydralints' bid. The contracting officer states, in this connection, that she was unable to assume with certainty that the price, if any, that you intended to insert for subitem 0001AE was to be identical with the prices bid on the other subitems, since the shipping destination for subitem 0001AE was Boston and the shipping destination for all other subitems was Philadelphia. We agree with her decision.

Further, the contracting officer could not have resolved her uncertainty by allowing you, pursuant to mistake-in-bid procedures, to explain your bidding intent after bid opening, for this would give you an option to affect the responsiveness of your bid. As we stated in 52 Comp. Gen. _____, B-177368, March 23, 1973:

To promulgate a rule which would allow bidders to correct a price omission after an allegation of mistake in bid would generally grant the bidder an option to explain after opening whether his intent was to perform or not perform the work for which the prices were originally omitted. B-176254, September 1, 1972. To extend this option would in effect be tantamount to granting the opportunity to submit a new bid. B-166778, July 9, 1969; B-161628, July 20, 1967; B-150168, November 13, 1962. We have therefore held that an allegation of error is proper for consideration only where the bid is responsive and otherwise proper for acceptance. 40 Comp. Gen. 432, 435

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(1961); 38 Comp. Gen. 819, 821 (1959); B-160663, January 26, 1967; B-143701, June 27, 1962. Although the Government could effect savings in some procurements by allowing correction of non-responsive bids, the many decisions holding that a nonresponsive bid may not be corrected are manifestations of the principle that it is more in the interest of the Government to maintain integrity in the competitive bid system than it is to obtain a monetary gain in an individual award. B-161628, supra.

Since your bid was properly rejected, Selma must be viewed as having submitted the "otherwise successful bid" for the requirement. Paragraph 6(a), Late Offers and Modifications or Withdrawals, of Standard Form 33A (Solicitation Instructions and Conditions) of the subject IFB provides, in pertinent part:

* * * a modification of a bid which makes the terms of an otherwise successful bid more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

Because of this provision, we must also conclude that the contracting officer properly accepted Selma's March 23 price reduction.

Therefore your protest on behalf of Hydralifts is denied.

Sincerely yours,

E. H. Morse, Jr.

For the Comptroller General
of the United States