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DECISION



Jack Martin
Proc. 71
**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

FILE: B-187288

DATE: November 9, 1976

MATTER OF: Bayshore Systems Corporation

DIGEST:

1. Mistake in bid procedures are not applicable to correct a nonresponsive or ambiguous bid in order to make it responsive.
2. Notation "N/A" next to IFB item for which price is required can reasonably be interpreted that bid price is not applicable or that bid price does not include item. Under circumstances bid must be rejected because bidder could not be contractually bound to deliver item.

Bayshore Systems Corporation (Bayshore) protests the rejection of its bid under IFB LGM-6-8136-1 which was issued by the Federal Aviation Administration (FAA), Department of Transportation. The solicitation was for the acquisition of portable instrument landing system receivers and ancillary items. Of the nine bids received, Bayshore was the apparent low bidder but its bid was rejected as nonresponsive to the requirements of the IFB.

The IFB stated that award would be made on the basis of the lowest aggregate bid for all items and to be considered responsive, the bid must contain prices for all items except for two items which are not relevant here. Bayshore inserted a "N/A" for item 3(e) and did not otherwise quote a price or indicate there would be no charge for this item. Bayshore contends that its "N/A" was a clerical error and it intended to insert "N/C" to indicate no charge for the item. Bayshore states that the contracting officer, upon being informed of the mistake prior to award, should have obtained verification and permitted correction. It further contends that the failure to price the item or indicate a no charge is a minor informality because its significance as to price, quantity, quality or delivery is trivial (less than .002 percent of its bid price) when contrasted to the total of the supplies being procured.

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The mistake in bid procedures are not applicable to correct a nonresponsive bid in order to make it responsive. General Electric Company, B-184873, May 4, 1976, 76-1 CPD 298. The responsiveness of Bayshore's bid must be determined from the bid itself without reference to extraneous aids or explanations regarding Bayshore's intentions. Pauli & Griffin Company, Inc., B-183797, March 16, 1976, 76-1 CPD 178.

In 45 Comp. Gen. 221 (1965) this Office held that the notation "N/A" meaning "not applicable" was reasonably susceptible to two meanings - either that a bid price is not applicable or that the bid price does not include the item notated with a "N/A." That case involved a two step procurement where the second step solicitation stated that if the bidder failed to price or enter a specific response to a data item, it would be considered that the data would be furnished as part of the total consideration. The technical proposal submitted for the first step made it clear that the bidder intended to deliver the data item next to which in the second step he had inserted a "N/A." This Office concluded that under these circumstances, the bidder was contractually bound to deliver the data and that, therefore, his notation "N/A" could be waived as a minor irregularity not affecting price, quantity or quality.

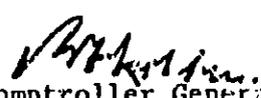
However, the facts of the instant case are quite different. Although the IFB required a price for item 3(e), it provided for no presumptions in the case of a failure to insert a price or specific response for the item. There was no previous technical proposal making it clear that the item would be delivered as part of the total consideration. In our opinion, acceptance of Bayshore's bid as submitted would not have contractually bound Bayshore to provide the master patterns required by item 3(e). It was, therefore, an ambiguous bid, at best, and its rejection was required. 51 Comp. Gen. 543 (1972).

To have permitted Bayshore to correct its bid after bid opening and the exposure of all bid prices would have been prejudicial to the fully responsive and responsible bidders and would compromise the integrity of competitive bidding system despite the immediate

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economic advantage which might accrue to the Government. While it may be that an error was made in Bayshore's bid, such error was in no way induced by the Government and the responsibility for the preparation and submission of its bid rested solely upon Bayshore.

Accordingly, the protest is denied.


Acting Comptroller General
of the United States