

**DECISION**



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

*15047 Fritz*  
*PLI*  
*[Protest of Bid Rejection as Nonresponsive]*

FILE: B-199154

DATE: September 30, 1980

MATTER OF: Ecological Water Products, Inc.

**DIGEST:**

Agency properly rejected protester's bid for certain items as nonresponsive since no prices were submitted. Protester's argument that what occurred is correctable clerical mistake in failing to price those items by misplacement of price opposite other items upon which it did not intend to bid is rejected since mistake was not apparent from face of bid.

Ecological Water Products, Inc. (EWP), protests the determination by the General Services Administration (GSA) that the EWP bid submitted in response to invitation for bids (IFB) No. 7CR-W-52007/V3/7AV is nonresponsive.

GSA issued the IFB for various plumbing supplies and fixtures, including metallic and nonmetallic shower heads. After bid opening, EWP informed the contracting officer that due to clerical error EWP had inserted the bid price of \$1.416 (the only price submitted) opposite items 161-166, nonmetallic shower heads, rather than inserting that price opposite items 151-160, metallic shower heads. EWP explained that it has never supplied nonmetallic shower heads and that it held GSA's 1979 through 1980 contract for metallic shower heads at the same price erroneously inserted for items 161-166. EWP also submitted a copy of the worksheet which it used to formulate the bid as proof that the bid was intended on the metallic shower heads.

The contracting officer determined that the failure to insert a price for items 151-160 rendered

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the bid nonresponsive to those items and that, therefore, EWP could not be allowed to correct the bid.

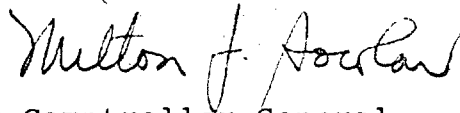
We find that the agency properly determined that the bid for the metallic items is nonresponsive because of EWP's failure to enter a price. Except in circumstances not applicable here, a bid is nonresponsive for failure to price items. See 50 Comp. Gen. 852 (1971); International Signal and Control Corporation; Honeywell, Inc., B-192960, December 14, 1978, 78-2 CPD 416. EWP's failure to price the metallic items does not obligate the protester to furnish those items since the EWP bid only "agrees \* \* \* to furnish any or all items upon which prices are offered at the price set opposite each item, \* \* \*."

Since the bid is nonresponsive, EWP may not be permitted to correct the mistake after bid opening. To permit such a correction would be tantamount to granting the bidder an opportunity to submit a new bid. See Fire & Technical Equipment Corp., B-192408, August 4, 1978, 78-2 CPD 91; 52 Comp. Gen. 604 (1973). A nonresponsive bid may not be corrected to make it responsive whether the failure to comply with the requirements of the IFB was due to mistake, inadvertence, or some other cause. See Instant Replay Equipment Company; Recording Center Service Company, B-193826, June 15, 1979, 79-1 CPD 423; 45 Comp. Gen. 434 (1966); Federal Procurement Regulations (FPR) § 1-2.406-3(a) (1964 ed. circ. 1).

EWP argues that the mistake should be corrected as a clerical "misplacement" rather than an omission of bid prices. To support this, EWP refers to the contracting officer's directing that the abstract reflect the insertion of the nonmetallic price for the metallic items. This was apparently done prior to further review and ultimate bid rejection because of EWP's current contract price. We find this argument unpersuasive. Clerical errors are correctable only if apparent from the face of the bid, not where, as here, the bid submitted does not evidence the alleged error. See Mil-Std Corporation; B-197610, March 7, 1980, 80-1 CPD 182; FPR § 1-2.406-2 (1964 ed. circ. 1).

Finally, EWP argues that since permitting correction would result in savings to the Government, the correction must be allowed. To allow such a correction, however, would undermine the integrity of the system of competitive bidding despite the immediate advantage gained by a lower price in the particular procurement. United McGill Corporation and Lieb-Jackson, Inc., B-190418, February 10, 1978, 78-1 CPD 119.

The protest is denied.

A handwritten signature in cursive script, reading "Milton J. Aoulan".

For the Comptroller General  
of the United States