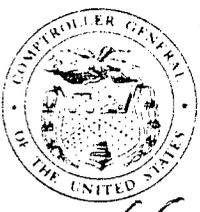


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**DECISION**

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

*[Protest of GSA Contract Award]*

FILE: B-200503

DATE: February 24, 1981

MATTER OF: Kora & Williams Corporation

**DIGEST:**

1. No basis exists to reject bid as nonresponsive for failing to identify subcontractors where IFB did not contain clause required to restrict practice of bid shopping for subcontractors.
2. "Christian doctrine" does not permit incorporation into IFB of omitted clause required to restrict practice of bid shopping for subcontractors.
3. Bidder who completed list of subcontractors is in no more prejudicial position than bidder who did not, since all bidders would have had same opportunity to bid shop after award where IFB did not contain clause required to restrict practice of bid shopping for subcontractors.

Kora & Williams Corporation (Kora & Williams) protested the award by the General Services Administration, Public Buildings Service (GSA), of a contract to  Fort Myer Construction Corporation (Fort Myer) under invitation for bids (IFB) GS-03B-61072 for site work and landscaping at the International Chancery Center, Washington, D.C.

Kora & Williams contends that the Fort Myer bid should have been rejected as nonresponsive for failing to complete entirely the subcontractor list in the IFB or that the IFB should have been canceled and readvertised because of the prejudice to other bidders that did complete the list.

We do not consider the protest to have merit.

The IFB required the listing of subcontractors and provided a form for that purpose for eight categories of work. However, the IFB did not contain the "Listing of Subcontractors" clause

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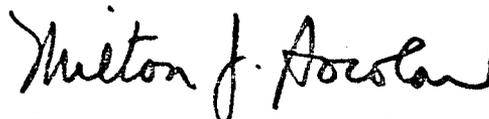
required by 41 C.F.R. § 5B-2.202-70(f) to restrict the practice of bid shopping for subcontractors after receipt of construction contract awards.

Fort Myer listed two subcontractors and left the other six categories blank.

We have held that there is no basis to reject a bid as nonresponsive for failing to identify subcontractors where the "Listing of Subcontractors" clause is not included in the IFB. Grunley-Walsh Construction Company, Inc., B-181593, October 24, 1974, 74-2 CPD 228. Kora & Williams contends that the clause should be incorporated into the IFB under the "Christian Doctrine." See G. L. Christian and Associates v. United States, 312 F.2d 418, rehearing denied, 320 F.2d 345 (Ct. Cl. 1963), certiorari denied, 375 U.S. 954 (1963), rehearing denied, 376 U.S. 929, 377 U.S. 1010 (1964). However, the "Christian Doctrine" does not permit the incorporation into a solicitation of clauses which have been omitted. MET Electrical Testing Company, B-198834, November 28, 1980, 80-2 CPD 398. Accordingly, it was appropriate for GSA to consider the Fort Myer bid responsive in the circumstances.

Although Kora & Williams contends that all the bids should have been rejected in that event because of the prejudice to bidders who completed the list of subcontractors, viewing the appropriateness of such action from the standpoint of the IFB, we do not believe it was required. Since the "Listing of Subcontractors" clause was not included in the IFB, all bidders would have had the same opportunity to bid shop after award. Grunley-Walsh Construction Company, Inc., supra. Thus, a bidder who completed the list was in no more prejudicial position than one who did not.

The protest is denied.



For the Comptroller General  
of the United States