

DECISION

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

FILE: B-221628 **DATE:** February 26, 1986
MATTER OF: Calalaska Air Transport, Inc.

DIGEST:

1. Where a solicitation requires a bidder to bid all items, a bid which fails to include prices for an item will be rejected where evaluation and award includes the "no-bid" item.
2. A nonresponsive bid may not be made responsive by post-bid-opening explanations.
3. Protest of alleged solicitation deficiencies filed after bid opening is untimely.

Calalaska Air Transport, Inc. (CAT), protests the rejection of its bid by the United States Department of Agriculture's Forest Service under invitation for bids (IFB) No. R5-86-05, issued for on-call rental of helicopters.

The protest is dismissed pursuant to our Bid Protest Regulations, 4 C.F.R. § 21.3(f) (1985), without obtaining an agency report because it is clear on its face that the protest lacked merit.

CAT states that in response to the solicitation instruction that "bidders must bid on both subitems (A&B) in an item," CAT bid \$320 an hour for subitem "A" and entered "no bid" for subitem "B." Subitem "A" was for a helicopter with a contractor-supplied pilot and subitem "B" for a helicopter with government-supplied pilots. CAT contends that its bid should not have been rejected as being non-responsive because the solicitation did not require entry of dollar amounts and the insertion of "no bid" was in fact a bid of \$0. Thus, CAT reasons, since CAT bid \$320 an hour for subitem "A" and no bid for subitem "B," its total of the two subitems is \$320 an hour.

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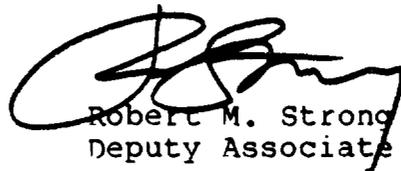
The solicitation clearly stated that "evaluation of each bid item will be based on the total of the sub-items A&B for that item" and that award was to be made on this basis. Where an IFB states that failure to bid on every item in the base bid and the additives will cause rejection of the bid and, if award and evaluation under the IFB are based on all items, a bid which fails to include prices for some items should be rejected as nonresponsive. Stroh Corporation, B-209470, Feb. 8, 1983, 83-1 C.P.D. ¶ 143. If CAT wanted to bid \$0 or no cost for subitem "B," it should have stated so expressly. CAT's insertion of "no bid" for subitem "B" reasonably led the Forest Service to believe that CAT was not offering any commitment to provide the required service and left the Forest Service with no option but to reject its bid.

CAT also states that the reason it inserted "no bid" on subitem "B" was because subitem "B" called for helicopter rental with the Forest Service supplying the pilot. CAT states that since it does not know the qualifications of the Forest Service pilot, it could not cost subitem "B" because CAT's insurance premiums could be affected. It now states, after bid opening, that if the Forest Service's pilot's qualifications regarding flight time and experience were on a par with CAT's pilot's, CAT could offer subitem "B" to the Forest Service for \$320 per hour less the government's wages to the pilot.

A responsive bid must clearly evidence on its face the bidder's intention to comply with, and be bound by, the terms and conditions of the IFB. A bidder may not be afforded an opportunity after bid opening to change or alter its bid so as to make it responsive since this is tantamount to permitting the submission of a second bid. Champion Road Machinery International Corporation, B-216167, Mar. 1 1985, 85-1 C.P.D. ¶ 253. Accordingly, CAT's post-bid-opening explanation cannot be used to make its bid responsive. P&A Construction Co., Inc., B-206243, Feb. 18, 1982, 82-1 C.P.D. ¶ 145.

To the extent that CAT's protest is also taken as a protest against the solicitation's specifications, it is untimely as it was filed after bid opening. 4 C.F.R. § 21.2(a)(1).

The protest is dismissed.



Robert M. Strong
Deputy Associate General Counsel