



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of:     The Haskins Company  
File:            B-227898  
Date:            September 21, 1987

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### DIGEST

Protest that bid was improperly rejected as nonresponsive for failure to submit a price for each additive item is sustained where at a minimum the bid offered a price for the evaluated additive item.

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### DECISION

The Haskins Company protests the rejection as nonresponsive of the bid it submitted in response to Department of the Navy invitation for bids (IFB) No. N62474-85-B-5325, issued for the construction of a hazardous waste facility.

We sustain the protest.

The IFB solicited separate bid prices for base bid item 1 and two additive items, 1A and 1B. The base bid item involved all work according to the drawings and specifications provided; additive item 1A was for the installation of contractor-furnished bridge crane rails and supporting steel girders; additive item 1B was for asphalt paving instead of crushed rock. The solicitation advised that a bid which did not include a price for all items might result in the bid being rejected as nonresponsive. Amendment No. 0003 advised bidders of, among other things, certain revisions to the drawings that were a part of the original IFB, and instructed bidders to change all references on the drawings to "ADD Bid Item 1A" and "ADD Bid Item 1B" by deleting "1A" and "1B" so that all read "ADD Bid Item."

At bid opening, the Navy received five bids, with Haskins submitting the apparent low bid. Haskins, however, did not submit separate prices for additive items 1A and 1B. Instead, Haskins had used correction fluid to amend its bid form by eliminating the line item for additive item 1A entirely, and the characters "1B," so that the only line items were base bid item 1 and an "Additive Bid Item." Haskins' base bid was the lowest of the five received, and

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its base bid plus the price inserted next to the words "Additive Bid Item" was lower than any other combination of base bid and one or both additives. The Navy rejected the bid because it did not include a price for both additive items, and awarded a contract to the low bidder for the base item and additive item 1A, which was the greatest amount of work the Navy could afford with the funds available.

Haskins argues that amendment No. 0003 combined additive items 1A and 1B into one category, additive bid item, and thus effectively rescinded the requirement for bidders to submit separate prices for each item. Haskins alleges that its price for the additive bid item includes a price for all the additive work contemplated by the solicitation and argues that its bid was improperly rejected.

The Navy responds that since the amendment referred only to the drawings and did not indicate that bidders should revise the substantive requirements of the solicitation, the amendment did not remove the requirement for bidders to submit separate prices for each of the additives. The Navy asserts that since Haskins did not submit a bid price for each additive the firm's bid properly was rejected as nonresponsive.

We disagree with the Navy's position. Where a solicitation includes a base bid and various additive items, bids must be evaluated on the basis of the work actually awarded. Fletcher & Sons, Inc., B-212530.2, Dec. 13, 1983, 83-2 C.P.D. ¶ 678. Consequently, even where an IFB states that failure to bid on every item in the base bid and the additives will cause rejection of the bid, a bid which fails to include prices for some items should be rejected only if evaluation and award include the items not bid. Stroh Corp., B-209470, Feb. 8, 1983, 83-1 C.P.D. ¶ 143.

In the present case, the Navy had enough money to award a contract for base bid item 1 and additive bid item 1A. Thus, under the above-cited standard, Haskins bid only could be eliminated from consideration if Haskins bid for "Additive Bid Item" can be interpreted as a bid for additive item 1B only, so that there would be no item 1A price to evaluate. We do not find such an interpretation reasonable. The IFB provided that the low bidder for purposes of award would be the conforming responsible bidder offering the low aggregate amount for the base bid item, plus, in the order of priority listed in the schedule, those additive items providing the most features of work within the funds available before bids are opened. Given this factor, it is highly improbable that Haskins chose to submit a bid only for additive 1B since, in such a case, the bid would be eliminated as soon as the Navy evaluated any additives.

Notably, as shown in the abstract of bids prepared by the Navy during bid evaluation, the Navy also concluded at bid opening that Haskins submitted a bid for additive item 1A but not 1B.

In our view, then, Haskins' bid clearly reflects a price for the evaluated additive item, so that the bid was improperly rejected. Further, as stated above, the bid including the additive price was less than any other base bid plus additive 1A, and Haskins asserts that the additive bid item price in fact represents an offer to perform both additives at that price. Haskins thus is the low bidder under any evaluation, and since there are funds available to accept the bid in its entirety, Haskins is entitled to a contract award for the base item and both additives.

By separate letter to the Secretary of the Navy, therefore, we are recommending that the Navy terminate the contract awarded to Cree Construction for the convenience of the government and award a contract to Haskins for the base item and both additives.

The protest is sustained.

*for* *Harry D. Van Cleave*  
Comptroller General  
of the United States