



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Dec-Tam Corporation

File: B-236784

Date: January 9, 1990

DIGEST

Protest that bid was improperly rejected as nonresponsive for failure to price a subitem is denied where it has not been established that another, priced subitem was sufficiently identical to the omitted item to establish a pattern of bidding from which the omitted price can be inferred.

DECISION

Dec-Tam Corporation protests the rejection of its bid and the subsequent award of a contract to American Environmental Services, Inc., under invitation for bids (IFB) No. DACA45-89-B-0117 issued by the Corps of Engineers. The protester claims that its bid was improperly rejected as nonresponsive because it failed to price a subitem in the bid schedule.

We deny the protest.

The IFB requested bids for the cleanup of certain hazardous wastes at North Truro Air Force Station, Massachusetts. The bid schedule sought a base bid which would include all labor, materials and equipment to remove and dispose of all friable asbestos-containing materials and asbestos-contaminated soil from certain sites; the removal, cleaning and disposal of various underground storage tanks; and the removal and disposal of oil-contaminated soils, both in certain surface areas and associated with underground tanks which may have leaked.

Part of the contractor's obligation under the basic bid item was to collect, ship and analyze various air, bulk asbestos and soil samples, including an estimated quantity of 20 soil samples, listed on the bid schedule as item 3.d. The purpose of these samples was to verify that all areas from

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which oil-contaminated soil had been removed were "clean" before the excavations were backfilled, graded and seeded.

The schedule also sought prices for 12 option items, most of which were for the removal and disposal of additional asbestos-contaminated soil from the crawl space beneath certain buildings. One option item, however, was for the removal and disposal of an additional estimated 262 tons of soils contaminated by leaking underground storage tanks. Part of this optional work was an estimated quantity of 40 soil verification samples, which appeared as item 0-1.c. of the bid schedule.

The IFB advised bidders to price all items on the schedule and that bids "submitted without bid prices being entered for individual items and subitems will be rejected." The IFB also required bidders to submit bid bonds equal to 20 percent of their bid prices and indicated that the Corps would make a single award to the low, responsive and responsible bidder. Bids would be evaluated by adding the total price for the option requirements to the price for the basic requirements.

Of the six bids received, three (including Dec-Tam's third low bid) were found nonresponsive by the contracting officer. Award was made to AES, the fourth low bidder, and this protest to our Office followed.

Dec-Tam contends that its bid is responsive because the omitted unit price for item 3.d. was readily ascertainable from the face of its bid, in that it could be inferred from the price Dec-Tam bid for soil samples under option subitem 0-1.c., i.e., \$150, and that it should have been permitted to correct this inadvertent omission as an apparent clerical error.

As a general rule, the responsiveness of a bid must be determined from its face at bid opening and it may not be changed or corrected on the basis of explanations offered by the bidder after bid opening. Schlumberger Indus., B-232608, Dec. 27, 1988, 88-2 CPD ¶ 626 at 3. Thus, a bid must be rejected as nonresponsive if it does not include a price for every item solicited in the IFB, Automated Marketing Sys., Inc., B-230014, Mar. 18, 1988, 88-1 CPD ¶ 289, because the bidder has not offered to perform the unpriced work.

We have recognized a limited exception under which a bidder may be permitted to correct an omitted price, and that is where there is a consistent pattern of pricing the identical item within the bid itself so that both the error and the

intended bid can be established on the face of the bid. Under these circumstances, we have held that to reject the bid as nonresponsive would improperly convert an obvious clerical error of omission to a matter of responsiveness. 52 Comp. Gen. 604 (1973). We are not persuaded that Dec-Tam's bid falls within this exception.

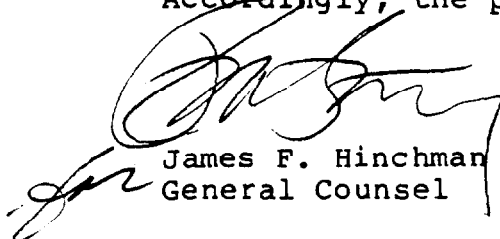
The Corps argues that the two soil sample subitems in the bid schedule cannot be considered "identical" for the purposes of inferring an omitted bid price, not only because the estimated quantity of the samples to be taken in conjunction with the optional excavation work is double that of the basic requirement, but because the conditions under which the samples are to be taken may vary. The agency maintains that this makes it far from clear that a bidder would provide the same unit prices for both subitems, a conclusion which it states is supported by the fact that the government, in its estimate, and the majority of the five bidders other than Dec-Tam, priced each of these subitems differently. In response, Dec-Tam argues that it intended to price both soil sample subitems identically and notes that two of the six bidders also did so.

While the test to be conducted on the soil samples may be the same under each subitem, we note that the bid price also was to include the collecting of the samples and the shipping of them to the testing facility. In addition, as the Corps points out, the number of samples estimated to be needed in conjunction with the optional additional excavation work was twice that associated with the basic contract requirement. While two of the bidders did price the two subitems the same, most of the bidders apparently perceived the two subitems as involving somewhat different work because they did not price them alike. In this regard, we note that the sampling to be done under basic subitem 3.c. was at all oil-contaminated sites while the sampling under option subitem 0-1.c. only was to be done at the underground tanks.

Under the circumstances, we are of the opinion that it has not been established that a bidder would necessarily price both subitems identically and therefore it would be

unreasonable to infer from the face of its bid that Dec-Tam intended to do so. See MTC Indus. & Research Carmiel, Ltd., B-227163, Aug. 18, 1987, 87-2 CPD ¶ 174.

Accordingly, the protest is denied.



James F. Hinchman
General Counsel