



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Areawide Services, Inc.

File: B-240134.4

Date: September 4, 1990

Weldon M. Howard for the protester.
Michael C. Mattice, Immigration and Naturalization Service,
for the agency.
Barbara C. Coles, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Bid that acknowledges amendment to the solicitation, but fails to include price for option year period added by the amendment, is nonresponsive where the invitation for bids requires such prices and provides that they will be evaluated for award, and bidder's other option period prices do not establish a consistent pattern which shows both that the omission of the price was an error and the bidder's intended price.

DECISION

Areawide Services, Inc. protests the rejection of its bid under invitation for bids (IFB) No. CO-12-90, issued by the Immigration and Naturalization Service (INS) for security guard services at St. Elizabeth's Hospital Relief Building, Washington, D.C. Areawide's bid was rejected as nonresponsive because while it acknowledged an amendment calling for the services for an additional option year, it failed to list a price for the additional services on the amended bid schedule.

We summarily dismiss the protest pursuant to our Bid Protest Regulations (4 C.F.R. § 21.3(m) (1990)) because it is clear on the face of the protest that it is without merit.

INS issued the IFB on June 4, 1990, with bid opening scheduled for July 6. The IFB, as issued, contained a bid schedule calling for unit prices for a basic performance period of 1 year and three 1-year option periods. Prior to bid opening, INS issued three amendments to the solicitation. Amendment No. 1 deleted the original bid

schedule in its entirety; added a new bid schedule calling for unit prices for a basic performance period of 1 year and four 1-year option periods; and extended the bid opening date to July 9. The IFB provided that bids would be evaluated, for award purposes, by adding the total price for all the options to the total price for the basic requirement.

Areawide acknowledged all three amendments but submitted its bid prices on the original bid schedule. At bid opening, Areawide was the apparent low bidder for the base year and 3 of the 4 option years; however, since Areawide did not submit its bid on the amended bid schedule attached to amendment No. 1, the firm failed to insert a unit or total price for the fourth option period. As a result, the contracting officer found Areawide's bid nonresponsive.

Areawide contends that INS improperly rejected its bid as nonresponsive because the firm's submission of bid prices for the original requirement on the original bid schedule and, consequently, its failure to bid its unit and total price for the option year period added by amendment No. 1, was a clerical mistake, as evidenced by the firm's acknowledgment of the amendment, that INS should have waived. Areawide also argues that since its unit and total prices for the original requirement of three 1-year option periods establish a clear bidding pattern, the contracting officer should have realized the omitted price for the fourth option period was identical to the third option period price listed on the original bid schedule.

To be responsive, a bid must represent, at bid opening, an unequivocal offer to comply with the amended IFB's material terms, which include the requirement for a firm, fixed-price. Huff & Huff Serv. Corp., B-233740.5, Feb. 9, 1990, 90-1 CPD ¶ 167. The requirement for fixed prices extends to options where the IFB requires prices for the option services and provides that such prices will be evaluated to determine the awardee. Id. Failure to submit prices for the option year leaves the bidder with no obligation to perform any of the option services at any particular price. Id. Accordingly, the mere acknowledgment of an amendment increasing the services contemplated under an IFB is not sufficient to constitute a bid for the services added by an amendment where the bid does not include a price for the services. Larry's Inc., B-230822, June 22, 1988, 88-1 CPD ¶ 599. Further, a nonresponsive bid may not be corrected under the mistake in bid procedures after bid opening. E.H. Morrill Co., 63 Comp. Gen. 348 (1984), 84-1 CPD ¶ 508.

Our Office recognizes a limited exception under which a bidder may be permitted to correct an omitted price where the bid, as submitted, indicates the possibility of error, the exact nature of the error, and the intended bid price. This exception is based on the premise that where there is a consistent pattern of pricing in the bid itself that establishes both the error and the intended price, to hold that bid nonresponsive would be to convert an obvious clerical error of omission to a matter of responsiveness. See 52 Comp. Gen. 604 (1973), in which our Office permitted correction of an option price omission where the bidder had submitted identical prices for the base quantity and three of the four option quantities. However, in all of the "pattern" cases in which we permitted the inference of an omitted price, the price was for an option quantity of an item for which a specific price for the same item was contained elsewhere on the bid, thus providing clear evidence of the price intended. MTC Indus. & Research Carniel, Ltd., B-227163, Aug. 18, 1987, 87-2 CPD ¶ 174.

Here, while the nature of the work required for the base period is identical to that required under the option periods, there is no consistent pattern in Areawide's bid itself which establishes the possibility of error and the intended bid price. Rather, the firm submitted different prices for all of the option periods--\$1,622,918.90 for the first option period; \$1,614,918.90 for the second option period; and \$1,609,918.90 for the third option period. Accordingly, we see no pattern in Areawide's bid which would show, as Areawide suggests, that the omitted price for the fourth option period was intended to be the same price that the firm submitted for the third option period.

Absent a clear pattern of pricing, Areawide's failure to submit a bid price for the fourth option period renders its bid nonresponsive because it leaves the bidder with no obligation to perform any of the option services contemplated for the fourth option period. See Huff & Huff Serv. Corp., B-233740.5, supra.

The protest is dismissed.


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