



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Fujitsu Imaging Systems of America, Inc.

File: B-241733.2

Date: March 5, 1991

Elise E. Snight for the protester.
 George N. Brezna, Esq., and Charles Stinger, Esq., Department of the Navy, for the agency.
 Christina Sklarew, Esq., Andrew T. Pogany, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Where bid includes monthly charge for maintenance of equipment, omission of annual price and extended price is correctable as clerical error, since the error is apparent from the face of the bid.
2. Specification requiring facsimile machines to have the ability to "read" documents of a certain width is met by machine having an "effective scanning width" that meets the requirement, even though the "actual scanning width" may be slightly smaller, where industry guides define scanning width as effective scanning width.

DECISION

Fujitsu Imaging Systems of America, Inc. protests the award of a contract for facsimile (fax) machines to Sharp Electronics Corporation under invitation for bids (IFB) No. M67443-90-B-0014, issued by the Marine Corps Finance Center. Fujitsu contends that Sharp's bid was nonresponsive because it did not include a price for one item and because descriptive literature submitted with the bid showed noncompliance with one of the specifications. We deny the protest.

The IFB's bidding schedule included two items, one for the fax machines and one for maintenance and repair of the machines. For item No. 0001, bidders were to insert the manufacturer's name and the model number for the fax machines being offered. The schedule indicated that the required quantity was 46, and included blanks for the bidder to insert a unit price and total price for this item. For item

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No. 0002, bidders were to submit a price for maintenance and repair parts for a 1-year period. The schedule included one blank following the description of the item, as follows: "(46 ea @ \$ _____ /mo)." To the right of this blank, the schedule listed the quantity as 12 months. Although columns to the right of this were labeled as unit price and total price, there were no blank lines for the insertion of these prices as there had been for the previous item.

Fujitsu contends that when bids were opened, the contracting officer read the bid that was submitted by Sharp for the second item as "No bid. No bid. Left blank." The protester concludes that Sharp did not submit any bid for item No. 0002, and that its bid therefore should have been rejected as nonresponsive.

The agency states that while the unit price and total price columns were left blank in Sharp's bid, the firm did insert its price of \$16.17 per machine per month in the one blank that, as described above, was provided for this item. The agency report includes a copy of Sharp's original bid and a copy of a corrected page from the bidding schedule that includes the unit and extended prices, verified by Sharp as its intended bid. The Navy states that it viewed the omission of the prices as clerical mistakes that could be corrected after bid opening. We agree.

While it is true that a bid generally must be rejected as nonresponsive if it does not include a price for every item requested by the IFB, the Federal Acquisition Regulation (FAR) provides an exception to this rule, allowing for the correction of clerical mistakes in certain circumstances. See FAR § 14.406-2. We have recognized the propriety of correcting a bid with a price omission where the bid itself indicates the possibility of an error, the exact nature of the error, and the intended bid price. Wellco Enters., Inc., B-237512, Feb. 20, 1990, 90-1 CPD ¶ 196.

Here, we find that the omission of prices simply consisted of a failure on the bidder's part to multiply out its per-unit price. Regarding Fujitsu's allegation that no price was inserted on the original bid, we note that this assertion is based solely on an inference the protester drew from the contracting officer's comment of "No bid. No bid. Left blank," which could simply have referred to the columns for unit and extended prices and not have reflected the blank for the monthly price, where the price appeared. Fujitsu does not claim that it actually saw the bid, nor does it present any other evidence to refute the agency's assertion that the basic unit price was included.

We note, also, that the bid price that Sharp verified for this item, \$8,924, represents a multiplication of the \$16.17 by the number of months (12), to arrive at an annual price per machine of \$194.04; this was rounded off to \$194 and multiplied by the number of machines (46) to arrive at a product of \$8,924. The rounding off of \$.04 per machine per year, while not ascertainable from the face of the bid, is de minimus and does not provide a basis for protest. See Northwest Piping, Inc., B-233796, Mar. 30, 1989, 89-1 CPD ¶ 333.

Fujitsu also protests that Sharp's bid was nonresponsive because it did not meet a specification requiring the machines to have the "ability to read documents 11.7 inches wide." The protester argues that Sharp's bid included descriptive literature listing the offered machine's "max. scanning width" as 11.65 inches.

In its protest report, the agency included an explanation from Sharp that the machine's "effective scanning width" is in fact 11.7 inches, but that due to the feeding function of a thermal roll (which was required by the IFB), the scanning width is slightly reduced on the edge of each vertical side. Sharp contends that all thermal fax machines in the industry today feed thermal paper in the same manner, so that a reduction in actual scanning width is common. The awardee also asserts that industry guides define scanning width as "effective scanning width," which in this case means the ability to scan a document measuring 11.7 inches, a requirement that Sharp's fax machine meets.

Fujitsu has offered no rebuttal to this argument. Furthermore, we note that although the protester stated in its bid that its machine meets this specification, the descriptive literature submitted with Fujitsu's bid indicates that its effective scanning width for a document measuring 11.7 inches is 11.6 inches. In these circumstances, where the requirement was for the "ability to read" documents 11.7 inches wide, we find that the miniscule discrepancy between the document's width and the effective scanning width for that document, as represented in the awardee's bid, did not represent a material

deviation from the stated requirement, and thus did not render the bid nonresponsive. See Astrophysics Research Corp., 66 Comp. Gen. 211 (1987), 87-1 CPD ¶ 65.

The protest is denied.


for James F. Hinchman
General Counsel