

5438

A. Pogany
Proc II

DECISION



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

FILE: B-190642

DATE: February 17, 1978

MATTER OF: Building Maintenance Corporation

DIGEST:

1. Insertion in low bid for caretaker and maintenance services of daily rate instead of monthly unit price as required by IFB was not a material deviation requiring rejection of bid as nonresponsive, inasmuch as there was sufficient information in IFB from which extended price for eleven-month contract period could be ascertained.
2. Insertion in low bid for caretaker and maintenance services of 17 grass cuttings instead of monthly unit price as required by IFB was not material deviation requiring rejection of bid as nonresponsive, but rather was matter of form having no effect on quantity of services being procured, inasmuch as IFB specifications required a maximum of 17 grass cuttings for the contract period.
3. Low responsive bid may be reduced after bid opening.

Invitation for bids (IFB) CG01-9123 was issued on October 6, 1977, by the First Coast Guard District, Boston, Massachusetts, for caretaker and maintenance service of family housing at Nantucket, Massachusetts, for the period November 1, 1977 through September 30, 1978. The solicitation schedule listed 6 different items, and specified the actual or estimated quantity, based on a designated unit, for each item. The schedule also provided blanks for a "unit" price and a "total" price for each item. The award was to be made to the "bidder who bids on all items and whose price is the lowest in the aggregate."

Two bids were received and opened on October 28, 1977. Harry E. Clute's (Clute's) low aggregate bid was \$13,055, substantially below Building Maintenance Corporation's (BMC's) aggregate bid of \$45,000.

B-190642

BMC protested to our Office against any award to Clute, alleging that Clute's bid was nonresponsive as a result of his method of bidding on Items 1 and 2 of the schedule. Item 1 of the schedule solicited bids for caretaker and maintenance service, including door and frame repair. The service required by Item 2 was grass cutting for the period April 1, 1978 to November 30, 1978. The quantity specified and the designated bid unit for Items 1 and 2 were 11 months and 8 months, respectively.

Clute, instead of bidding Item 1 on the basis of 11 months, inserted in his bid a unit price of \$20 per day for 334 days, with an extended price of \$6,680. Instead of bidding Item 2 on the basis of 8 months, Clute quoted a unit price of \$125 each for 17 grass cuttings, with an extended price of \$2,125.

The contracting officer determined that Clute's bid for Item 1 could reasonably be interpreted as a monthly price by multiplying the daily rate by the appropriate number of days per month. As for Item 2, since the specifications only required grass cutting once every two weeks, the contracting officer found Clute's bid of 17 cuttings for the 8 month period to be responsive. He, therefore, treated both of these irregularities as minor and allowed Clute an opportunity to clarify his quotations for Items 1 and 2. By letter dated October 28, 1977, Clute revised his bid for Item 1 to \$607 per month for a total amount of \$6,677, \$3 less than his original extended bid price. Item 2 was revised to \$265 per month for a total amount of \$2,120, \$5 less than his original extended bid price.

Notwithstanding BMC's protest, the contracting officer determined that the services were urgent and essential to the interests of the Government, and made an award to Clute on December 2, 1977 based on the prices indicated in Clute's October 28, 1977 letter.

BMC argues that Clute's failure to quote monthly unit prices as required rendered the bid nonresponsive. In Chemical Technology, Inc., B-179674, April 2, 1974, 74-1 CPD 160, we stated:

B-190642

"Our Office has held consistently that a deficiency or deviation which goes to the substance of the bid by affecting the price, quantity or quality of an article offered, so as to be prejudicial to the rights of other bidders, is a major deviation which may not be waived or cured and requires the bid to be rejected as nonresponsive. 30 Comp. Gen. 179 (1950); B-175243, June 16, 1972. However, a deficiency which is a matter of form, or which constitutes some immaterial deviation from the exact requirements of the specifications which would not affect either the price, quantity or quality of the articles offered, is a minor informality which may be waived or cured. 37 Comp. Gen. 190, 192 (1957); 52 Comp. Gen. 265 (1972). What constitutes a minor deviation is dependent on the particular circumstances present in each case. B-176425, October 18, 1972."

In that case, the bidder offered a unit price for security guard services on a per hour basis instead of the monthly unit prices solicited in the IFB. We found the bid to be responsive since the extended price for the entire contract period could be ascertained from the information contained in the IFB, that is, from the hourly price quotes in the bid. Similarly, in the case of certain price data omitted from a solicitation schedule, a bid may be found responsive where sufficient information has been included in the bid to derive the omitted data by application of generally accepted mathematical formulas. See Action Manufacturing Company--Reconsideration, B-186195, November 17, 1976, 76-2 CPD 424; Publication Press, Inc., B-186461, August 26, 1976, 76-2 CPD 190.


We conclude that Clute's failure to insert monthly unit prices for the two bid items was not a material deviation requiring rejection of his low bid. Item 1 covered caretaker and maintenance service from November 1, 1977 to September 30, 1978, a period of exactly 334 days. Clute's bid was \$20 per day for 334 days. Thus, although Clute did not provide

B-190642

a monthly price in the bid, such a discrepancy was a matter of form since the extended price for the eleven month contract period could be accurately ascertained from the daily price quotations contained in the bid. As for Item 2, the IFB specifications required not more than one grass cutting every two weeks as long as needed for the period of April 1, 1978 to November 30, 1978. Thus, the IFB required a maximum of 17 cuttings for the specified contract period. Clute's bid of 17 cuttings was, therefore, responsive to the solicitation, having no effect on the quantity of the services being procured.

Finally, concerning Clute's downward revision of his bid price on October 28, 1977, it is legally permissible to reduce a low responsive bid after bid opening. P & N Construction Company, Inc., B-187742, February 3, 1977, 77-1 CPD 88.

For the foregoing reasons, we find no basis for disturbing the award made to Clute. Accordingly, BMC's protest is denied.


Deputy Comptroller General
of the United States