



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Sillcocks Plastics International, Inc.

File: B-277549

Date: September 19, 1997

Thomas Kaz for the protester.

Kerry L. Miller, Esq., Government Printing Office, for the agency.

Paul E. Jordan, Esq., and Paul Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Bid in which required price was omitted was properly rejected by the agency as nonresponsive where the price, which provided the basis on which payments for additional required quantities would be calculated, was essential requirement of the solicitation.

DECISION

Sillcocks Plastics International, Inc. protests the rejection of its bid by the U.S. Government Printing Office (GPO) under invitation for bids (IFB) No. 427-894. Sillcocks contends that since its bid was low, it should have received the award.

We deny the protest.

The IFB, issued June 26, 1997, sought bids on the production of 1,000,000 (+/- 25,000) plastic identification cards for use by the Department of Veterans Affairs. The delivery schedule specified shipment of the first 100,000 cards to arrive at the destination by July 24, 1997, and the remaining cards to arrive by August 7. Bids were to include the cost of all materials and operations for the total quantity ordered. The IFB specifically provided that "[i]n addition, a price must be submitted for each additional 1,000 copies," which price was to be based on a continuing run, exclusive of all basic or preliminary charges. This entry was not considered part of the price evaluation for purposes of award determination. The IFB also included a preprinted bid sheet which provided blanks marked "BID," "Additional," and "Rate."

Sillcocks submitted a bid for \$45,700 for the basic quantity of 1,000,000 and in the "additional" blank inserted the figure \$1,142.50. In the "rate" blank, Sillcocks inserted the following: ".25 For expedite delivery of first 100,000 cards." While Sillcocks's bid was lowest for the base amount, the contracting officer found the additional rate information ambiguous. Instead of providing a price as required for

additional orders of 1,000 cards, Sillcocks included a dollar figure and rate for expedited delivery with no explanation as to their application to the base bid. Because there was no clear additional per-1,000 price or rate, and the price information provided was ambiguous, the contracting officer rejected the bid as nonresponsive. Aero Products Research, Inc. submitted the next low bid of \$49,980 with the additional price of \$46.40 per 1,000 cards and was awarded the contract.

After receiving notice of the award to Aero, Sillcocks filed a protest with the GPO. Upon the agency's denial of that protest, Sillcocks filed a protest with our Office. Since more than 10 days had passed since the award, GPO did not stay performance of the contract, and delivery is now complete.

A bid, to be responsive, must constitute an unequivocal offer to provide the exact items or services called for in the IFB, so that government acceptance of the bid will legally bind the bidder to perform the contract in accordance with all the material terms and conditions. Hall/McCabe Realty, Inc., B-272875, Oct. 29, 1996, 96-2 CPD ¶ 162 at 3. As a general rule, a bid must be rejected as nonresponsive if, as submitted, it does not include a price for every item requested by the IFB. This rule reflects the legal principle that a bidder who has failed to submit a price for an item generally cannot be said to be obligated to furnish the item. D.H. Kim Enters., Inc., B-261423, Sept. 21, 1995, 95-2 CPD ¶ 145 at 2. A bid also should be rejected as nonresponsive where prices required on a solicitation's bid schedule are missing and are necessary to calculate payments to the contractor. Allbrite Office Cleaning, Inc., B-257188, June 10, 1994, 94-1 CPD ¶ 363 at 2.

Sillcocks explains that "the expedite charges were separated such that if the US Government did not need the product as quickly, [it] would not be charged." Sillcocks also argues that it should have been allowed to clarify these charges before rejection of its bid. Sillcocks further argues that whether the expedite figure is added to or subtracted from its base bid, its bid still would be lower than the awardee's bid.

Sillcocks's arguments ignore the central defect in its bid: the absence of any price per additional 1,000 copies. The IFB clearly required the submission of a specific price for additional copies, and all other bidders provided a price per-1,000 copies. While this price was not to be used in determining the award, the IFB contemplated the potential for a requirement of as many as 25,000 additional copies. Thus, the additional price was essential to calculate the cost of these potential card orders. Because the omitted rate and price are to be used to calculate payments to the contractor, they are material requirements of the IFB and the protester's omission of that information renders its bid nonresponsive. Allbrite Office Cleaning, Inc., supra.

As the bid is nonresponsive, GPO correctly refused to permit the protester to explain the meaning of the prices it did include in the spaces provided for the additional per-1,000 price and rate.¹ A nonresponsive bid may not be converted into a responsive bid by post-bid opening clarifications or corrections. Lathan Constr. Corp., B-250487, Feb. 5, 1993, 93-1 CPD ¶ 107 at 3-4. Moreover, while rejection of Sillcocks's bid may result in additional cost to the government for this procurement, it is well established that a nonresponsive bid cannot be accepted solely on the basis of its lower price; acceptance of such a bid would compromise the integrity of the competitive bidding system. Allbrite Office Cleaning, Inc., *supra*. The protest is denied.

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¹In this regard, even the protester's explanation does not clarify the intent of its "expedite" rate. First, Sillcocks's explanation is inconsistent with the plain delivery requirements of the IFB: delivery of 100,000 "on or before" a specified date, with the balance approximately 2 weeks later. Yet the protester asserts that the expedite price would be subtracted from its base bid if the GPO did not require adherence to the stated schedule. Under the circumstances, it would be unlikely, and improper, for GPO to relax its delivery schedule without providing other bidders the opportunity to submit bids in accordance with the new schedule. Second, despite the protester's explanation, it is not clear from the bid whether the expedite figure is to be subtracted for later delivery or added for "expedited" delivery. Finally, the figure and rate are ambiguous; the \$1,142.50 figure is neither "25" nor ".25" percent of the basic bid (\$45,700). Rather, this figure is 2.5 percent of the basic bid. Thus, without changing the decimal point, the contracting officer was unable to determine whether the amount to be added to (or subtracted from) the base bid was \$11,425, \$114.25, or the stated \$1,142.50.