



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: J & K Plumbing and Heating Co., Inc.

File: B-246000

Date: February 11, 1992

Joseph J. Stefluk, Jr., Esq., Twining, Nemia, Hill & Stefluk, for the protester.

Joseph McDade, Jr., Esq., Department of the Air Force, for the agency.

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

DIGEST

Bid which contains price entry in block intended for government to enter award amount rather than on bid schedule is responsive where the solicitation requires only a lump-sum price and, by signing bid form which incorporates detailed specifications of the requirements, the bidder is obligated to perform all material requirements upon acceptance of its bid.

DECISION

J & K Plumbing and Heating Co., Inc. protests the award of a contract to Scharf Plumbing and Heating under invitation for bids (IFB) No. F30635-91-B-0052, issued by the Department of the Air Force to replace an air conditioning system and provide for the abatement of asbestos-containing materials in the area affected by the replacement at Griffiss Air Force Base, Rome, New York. J & K argues that Scharf's bid is nonresponsive because Scharf's bid price was not submitted on the bid schedule, and Scharf failed to price each line item listed on the schedule.

We deny the protest.

The IFB requires that bidders submit as their bid packages Representations and Certifications, an Experience Questionnaire, if applicable, and a Standard Form 1442. Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair), the basic document for construction procurements, consists of front and back pages with numbered blocks of spaces. The bidder is to

complete the numbered blocks comprising the "offer" section on the reverse side of the form; all the other sections are intended to be completed by the government.

Block 10 of the form provides that: "The government requires performance of the work described in these documents," and contains entries identifying the specific project to be performed and explicitly references a set of specifications for the project containing a detailed description of all of the project requirements. The offer section provides a block, number 17, "Amounts," for the bid price. In this case, in block 17, the agency inserted the typed words "SEE BID SCHEDULE," instructing bidders to place their bid prices on the bid schedule contained in the IFB. The one-page bid schedule lists five line items, each with a space where bidders can insert line-item prices, and a space for the bidder's total price for line items 0001 through 0005. The award section, directly below the offer section on Form 1442, is to be completed by agency personnel with, among other things, the award amount in block 22.

Five bidders submitted bids by the September 18, 1991, bid opening date.¹ Scharf was the apparent low bidder with a total lump-sum bid of \$845,250. J & K submitted the next low bid of \$909,000. As its bid package, Scharf submitted the Representations and Certifications and Standard Form 1442. The bid schedule, however, was not returned and no line-item prices were provided. Instead, Scharf entered a price in block 22 of the form, which is intended to be completed by the agency to indicate the amount of award. The agency determined that Scharf's failure to provide prices for each line item was a minor informality, verified Scharf's bid and awarded the contract to Scharf on September 28. This protest followed.

J & K points out that Scharf failed to submit a bid on each line item and did not enter a total on the bid schedule. J & K states that Scharf "merely placed a figure on a separate sheet of paper and included it in the bid package." J & K argues that because Scharf failed to complete the bid schedule, as required by the solicitation, its bid is nonresponsive.

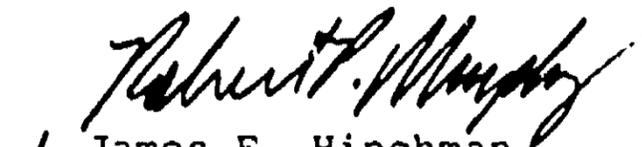
While the bid schedule contained spaces for line-item prices, the IFB did not explicitly require the submission of line-item prices. The language used to require a bid for each line item is contained in paragraph 20 under a section called Special Contract Requirements of the IFB. A note at the beginning of that section states that "Requirements

¹The bid opening was extended from September 13 to September 18 by amendment 0001.

marked '/ /' are applicable only if checked or 'Xed' '~~/ /~~'," Paragraph 20 was marked "/ /" but was not checked; therefore, line-item prices were not required by the IFB.

Where a bidder fails to return all of the documents which are part of the invitation with its bid or uses its own form in place of the government's standard form, the bid must be submitted in such form that acceptance would create a valid and binding contract requiring the bidder to perform in accordance with all the material terms and conditions of the invitation. Federal Acquisition Regulation § 14.301(d); Jones Floor Covering, Inc., B-213565, Mar. 16, 1984, 84-1 CPD ¶ 319. Here, we find that the bid schedule itself only summarized the contract requirements described in detail in the IFB specifications. The Standard Form 1442 which Scharf signed and submitted as its bid obligated Scharf to perform all of the material requirements of the project by virtue of the block 10 entries, which identify the project and incorporate the specifications for all of the requisite work to be performed under the contract. Since Scharf agreed in its bid to perform in accordance with all material terms and conditions of the IFB, the firm's failure to include line-item prices is, at most, a minor informality and the agency properly found the bid responsive. See Rocky Ridge Contractors, Inc., B-224862, Dec. 19, 1986, 86-2 CPD ¶ 691; Challenger Piping, Inc., 65 Comp. Gen. 505 (1986), 86-1 CPD 385.

The protest is denied.


for James F. Hinchman
General Counsel