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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Paraclete Contracts

File: B-299883

Date: September 11, 2007

Jerry Hughen, Paraclete Contracts, for the protester.

Richard Martinelli, Esq., Naval Inventory Control Point, for the agency.

Eric M. Ransom, John L. Formica, Esq., and Christine S. Melody, Esq., participated in the preparation of the decision.

DIGEST

1. Protester's offer for anti-contamination gloves was properly rejected where the protester mistakenly entered its prices on a total price rather than per-pair basis and the protester's intended price was not apparent from the face of the offer.
 2. Agency properly found the awardee's proposed prices to be fair and reasonable where the prices were lower than prices obtained by the agency over the past several years.
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DECISION

Paraclete Contracts protests the award of a contract to ISA Corporation under solicitation No. N00104-07-Q-BZ53, issued by the Naval Inventory Control Point (NAVICP) for anti-contamination gloves. Paraclete asserts that NAVICP improperly rejected its offer due to an erroneous interpretation of its proposed price. Paraclete also asserts that ISA's price was unreasonably high and its offer should not have been selected for the award.

We deny the protest.

BACKGROUND

On March 13, 2007, NAVICP posted the solicitation on the Navy Electronic Commerce On-line (NECO) website,¹ requesting offers for 433,265 pairs of various

¹ NECO is an Internet-based system that allows firms to submit their offers electronically.

sizes of anti-contamination gloves, used by Navy personnel in nuclear environments. NAVICP considers anti-contamination gloves to be “commercial items” within the definition set forth in Federal Acquisition Regulation (FAR) § 2.101, and issued the solicitation using simplified acquisition procedures as permitted by FAR § 13.500. The solicitation listed the number of pairs of gloves being procured by size, and required offerors to insert their prices for each size of glove on a per-pair basis. The solicitation also incorporated FAR clause 52.212-1(g), which stated the government’s intent to evaluate offers and award a contract without discussions.²

NAVICP received four offers in response to the solicitation. Two were eliminated for failure to include a price for each line item, leaving only ISA and Paraclete in the competition. ISA offered prices of \$14 for line item 0001 and \$4.75 for all other line items, which were consistent with the price history for each line item. Agency Report (AR), Tab 7, at 2, 7. Paraclete also included prices for each line item, however, Paraclete’s prices were dramatically higher than the price history and contained additional notations, as follows; “\$6,661.20 Wholesale” for line item 0001 (calling for 1,092 pairs of gloves), “\$27,503.25 Wholesale Price per Dozen” for line item 0002 (36,671 pairs), “\$3,983.25 Wholesale Price per Dozen” for line item 0003 (5,311 pairs), “\$213,562.75 Wholesale Price per Dozen” for line item 0004AA (284,749 pairs), and “\$79,081.50 Wholesale Price per Dozen” for line item 0004AB (105,442 pairs). AR, Tab 4, at 3-4. Paraclete also made the entry “\$330,790.95” in the NECO “Price Quote No.” box, an area intended for an offeror’s internal tracking number.³ AR, Tab 4, at 1; Tab 5 at 1.

Upon reviewing Paraclete’s offer, the contracting officer suspected a mistake in the pricing. After additional review, the contracting officer was unable to locate any obvious clerical errors such as apparent misplaced decimal points, and was unable to determine Paraclete’s intended price. The contracting officer states that, consistent with his usual practice, he did not review the entry (\$330,790.95) in the NECO “Price Quote No.” box, since that area is not intended for the offeror’s price submission.

Unable to determine Paraclete’s intended price, the contracting officer evaluated Paraclete’s offer on the basis of the unit prices as provided, resulting in a total

² The solicitation was issued using the standard form (SF 18) for requests for quotations and explained that the Navy had been authorized to use SF 18 instead of SF 1449, the form normally used for commercial item acquisitions. Since this is a commercial item acquisition using simplified procedures with elements of a negotiated procurement, in our decision here we use terminology applicable to negotiated procurements (e.g., “offer” instead of “quotation”).

³ The Navy states that the NECO website includes a “hot link” that, when clicked, displays an explanation of the “Price Quote No.” box. Offerors were advised that filling in the box was required, using either the number they had assigned to their offers internally, or any other number they chose.

evaluated price of \$70,187,294,720. The contracting officer then rejected Paraclete's offer due to its extremely high price and recommended award to ISA, whose offer was technically acceptable and whose total evaluated price of \$2,068,109.75 was determined to be fair and reasonable. NAVICP made the award to ISA on May 16, and this protest followed.

DISCUSSION

Paraclete essentially raises two basis of protest.⁴ First, Paraclete argues that the agency improperly rejected its offer due to an erroneous interpretation of its intended price. Specifically, although Paraclete acknowledges that it mistakenly entered its price on a total price per line item basis, rather than a per-pair basis, it contends that the contracting officer was, or should have been, aware of its mistake and could have determined its intended price. Additionally, Paraclete argues that, to the extent the contracting officer was unable to determine its intended price, the contracting officer should have contacted Paraclete for clarification. Second, Paraclete argues that ISA's price was unreasonably high and therefore its offer should not have been selected for the award.

With regard to Paraclete's first basis of protest, NAVICP contends that Paraclete's price submission did not conform to the requirements of the solicitation and was subject to varying interpretations, and therefore could not be accepted. Additionally, NAVICP contends that it was not obligated to offer Paraclete an opportunity to clarify its offer and in fact could not have corrected the mistake in pricing through clarifications in any event.

An offeror bears the burden of submitting an adequately written proposal that contains all of the information required under a solicitation, including required pricing. Battelle Memorial Inst., B-299533, May 14, 2007, 2007 CPD ¶ 94. In this case, Paraclete's failure to quote on a per-pair basis, in combination with its additional notations--"Wholesale" and "Wholesale Price per Dozen"--rendered the existence of a mistake obvious, but the intended price impossible to determine with certainty. For instance, from Paraclete's quote of "\$27,503.25 Wholesale Price per Dozen" for line item 0002, the contracting officer could not have determined whether Paraclete intended the price to be on the basis of pairs of gloves, dozens of gloves, dozens of pairs of gloves, or total price, or if Paraclete had made some other mistake in setting forth the unit or entering its prices into the NECO system. Due to the number of possible errors in, and interpretations of, Paraclete's quote, we agree that

⁴ To the extent that Paraclete argues that the solicitation contained insufficient information to enable it to properly prepare its offer, the protest is untimely since it was filed after the time set for receipt of offers. See Bid Protest Regulations, 4 C.F.R. § 21.2(c)(1) (2007).

Paraclete's intended prices were not apparent from its offer and could not be accepted.⁵

Paraclete also argues that it should have been given the opportunity to correct its pricing through clarifications. As a preliminary matter, where, as here, simplified acquisition procedures are used, the evaluation procedures provided for in FAR parts 14 and 15, including the procedures for the correction of mistakes, are not mandatory. See FAR § 13.106-2(b); United Marine Int'l, LLC, B-281512, Feb. 22, 1999, 99-1 CPD ¶ 44 at 4. Further, although, in an appropriate case, an agency may allow an offeror to correct a mistake or clerical error in a price proposal through clarifications (as opposed to discussions), when it does so both the existence of the mistake or clerical error and the amount intended by the offeror must be apparent from the face of the offer. Joint Venture Penauillie Italia S.p.A; Cofathec S.p.A; SEB.CO S.a.s; CO.PEL.S.a.s., B-298865, B-298865.2, Jan. 3, 2007, 2007 CPD ¶ 7 at 8. Because Paraclete's intended prices were not apparent on the face of its offer, correction of the mistake through clarifications would not have been proper.⁶

Given that Paraclete's intended prices were not apparent from its offer, and that the agency was not obligated to allow Paraclete to correct its mistakes through clarifications (nor would it have been proper for the agency to do so), we conclude that the agency properly rejected Paraclete's offer.

⁵ As noted above, the contracting officer did not review the entry "\$330,795.95" in the NECO "Price Quote No." box. To the extent Paraclete suggests that, had he done so, the contracting officer would have realized that the entry corresponded to the sum of the prices listed for each line item, and therefore represented Paraclete's total proposed price, this argument is unpersuasive. We see nothing unreasonable in the contracting officer's failure to review the "Price Quote No." box since, as explained above, it was intended to display the offeror's internal tracking number and had no connection to the price submission. In any event, the agency is not required to piece together disparate parts of a firm's proposal to determine its intent, rather, it is the firm's responsibility to submit an adequately written proposal. See Battelle Memorial Inst., *supra*; Interaction Research Inst., Inc., B-234141.7, June 30, 1989, 89-2 CPD ¶ 15 at 4-5. Moreover, even if the entry in the "Price Quote No." box corresponds to the total of the line item prices, it is insufficient to overcome the other uncertainties in Paraclete's pricing, including the line item notations (*e.g.*, "Wholesale Price per Dozen").

⁶ Paraclete does not argue that NAVICP was required to conduct discussions. In this regard, we note that the inclusion of FAR clause 52.212-1(g) in the solicitation put offerors on notice that discussions were not contemplated in this procurement, and, in any event, discussions are not required under simplified acquisition procedures. See FAR § 13.106-2.

With regard to Paraclete's second basis of protest, that ISA's price was unreasonably high, NAVICP contends that ISA's price was properly determined to be fair and reasonable on the basis of a comparison with prices received in previous competitive solicitations. The FAR provides a number of price analysis techniques that may be used to determine whether prices are fair and reasonable, including comparison of the proposed price with prices found reasonable on previous purchases. FAR §§ 13.106-3(2)(ii); 15.404-1(b)(2)(ii). A price reasonableness determination is a matter of administrative discretion involving the exercise of business judgment by the contracting officer that we will question only where it is unreasonable. The Right One Co., B-290751.8, Dec. 9, 2002, 2002 CPD ¶ 214 at 5.

Our review of the record here provides no basis to question the reasonableness of the contracting officer's determination. Over the most recent four procurements for anti-contamination gloves, prices for line item 0001 have ranged from \$15 to \$17 per pair, and prices for all other line items have ranged from \$5.20 to \$6.80 per pair. As that acquisition history indicates, ISA's prices of \$14 per pair for line item 0001 and \$4.75 per pair for all other line items are the lowest prices that the Navy has obtained for anti-contamination gloves in the past several years.

The protest is denied.

Gary L. Kepplinger
General Counsel