

**DECISION**



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

60692

FILE: B-184603

DATE: March 31, 1976

MATTER OF: Rix Industries

98433

**DIGEST:**

Protester's insertion of "deduct \$14,380 from total price" into space provided in bid document for prices on each of two contract line items if the Government were to waive first article testing rendered bid ambiguous. Bidder should not be allowed to explain meaning of bid when he is in position to prejudice other bidders by clarifying bid after opening. Contracting officer's evaluation of bid resulting in no award to protester was reasonable.

This protest concerns the propriety of the Navy's interpretation of the bid of Rix Industries. Rix questions the contracting officer's interpretation of a phrase inserted into a space provided in the IFB for a price quotation in the event the Government exercised its option to waive first article testing.

Solicitation N00104-75-B-0662, issued by the Navy Ships Parts Control Center called for bids on two items and requested alternate prices if first article testing was waived. Three bidders responded to the solicitation. All three bidders listed prices for both contract line items in accordance with the solicitation instructions. With respect to the alternate prices, Worthington Compressors and Ingersoll-Rand inserted two prices, one for each contract line item, in the space provided in the following portion of the bid document:

"Price if first article testing is waived \_\_\_\_\_."

Rix, however, wrote "deduct \$14,380.00 from total price" in the space. The contracting officer, in his evaluation of the bids, deducted the \$14,380 from the Rix bid for both contract line items. Rix argues that the \$14,380 should have been deducted from the amount bid for each contract line item. When the bid is evaluated as Rix suggests, it is the lowest bid on one of the items. Award for that contract item, according to the protester, should have been made to Rix, rather than to Worthington, the low bidder under the contracting officer's evaluation. Our Office is requested to recommend termination of the existing contract to Worthington for this contract item and award to Rix.

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Based on the following analysis of the bid documents we believe that the entry made by Rix rendered its bid ambiguous. Section D-4 of the IFB provided that the bids would be evaluated on the basis of the advantages or disadvantages to the Government that might result from multiple awards. The IFB informed bidders that the sum of \$90 would be the assumed administrative cost to the Government for issuing and administering each contract awarded; individual awards would be made for the items or combination of items which result in the lowest aggregate price to the Government, including the administrative cost. Section D-4 clearly contemplated the evaluation of bids for each contract line item and of combinations of contract line item bids in order to determine what items or combinations would result in the lowest aggregate price to the Government. A distinct price per contract line item was required in order for a proper evaluation to take place. Further, Section E of the IFB was structured in such a way so as to provide a distinct bid for each contract line item. Paragraph 2(c) of the Solicitation Instructions informed bidders that a unit price should be shown for each unit offered and a total should be entered in the amount column of the schedule for each item offered. In this procurement since two items were being procured, there were two totals which should have been entered in the amount column. Worthington, Ingersoll-Rand and Rix did so in submitting their bids, in order that the bids might be susceptible to evaluation on an individual and an aggregate basis.

In addition to the price requested in Section E, Section C-4 requested a price in the event that the Government exercised its option to waive first article testing. First article testing was required by Section C-9 for both contract line items. It is reasonable, then, to assume that if a price were requested if first article testing is waived, then two prices would have to be inserted in the space provided in Section C-54 since there were two contract line items. Both Worthington and Ingersoll-Rand inserted two prices, one for each contract line item in the space provided. Rix, however, inserted the language "deduct \$14,380.00 from total price." The Section informed offerors that if the Government chose to exercise the option to waive first article testing, the price quoted would be used in making the evaluation for award. Since there were two items subject to first article testing under Section C-54 and since all offerors listed two totals in the schedule in Section E, two prices would reasonably be expected in the space provided. Accordingly, it seems that a bid consistent with the protester's purported intention should have read "deduct \$14,380.00 from total prices," reflecting an intention that the deduction should be made from the total prices for two items.

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The language used by Rix rendered its bid as submitted susceptible to two reasonable interpretations. Where two possible meanings can be reached from the terms of the bid a bidder should not be allowed to explain his meaning when he is in a position to prejudice other bidders by clarifying his bid after bids have been exposed. We believe that in the present instance Rix is attempting to explain the meaning of its bid to the detriment of the contractor, Worthington. Such action would serve to undermine the integrity of the bidding system and cause overall harm to the system of competitive bidding despite the immediate advantage gained by a lower price in the particular procurement, 40 Comp. Gen. 393, 397 (1961).

For the reasons stated above, it is our view that the bid submitted by Rix was reasonably evaluated by the contracting officer and that the award to Worthington of both contract items must be viewed as proper.

Accordingly, the protest of Rix Industries is denied.

  
Deputy Comptroller General  
of the United States