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DECISION



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

FILE: B-187232

DATE: December 14, 1976

**MATTER OF: Murray & Tregurtha Division of Mathewson
Corporation; Schottel of America, Inc.**

DIGEST:

1. Low bid making its acceptance dependent upon nonvariance of quantities "offered in either Bid A or Bid B" does not create ambiguous condition or render bid nonresponsive, since qualification of this nature was permitted by terms of invitation.
2. Allegation that low bid was priced unreasonably low creates no basis for objecting to award to low bidder.

Protesters question the responsiveness of the low bid of Maritime Industries, Ltd. (Maritime), under invitation for bids (IFB) No. N00123-76-B-1695, which contemplated the award of a fixed-price contract for 10 diesel-driven outboard engines. Bidders were to submit prices for "Bid A"—10 items with first article testing and technical data, "Bid B"—10 items without first article testing and technical data, and option rights under each "Bid" to purchase 10 additional items. The Government reserved the right to waive the first article requirement. The pertinent invitation provision dealing with contract award was as follows:

"SECTION D - EVALUATION AND AWARD FACTORS

"BID A OR BID B

Bids are invited on the basis of Bid A or Bid B or both and the Government reserves the right to award on such basis as the Contracting Officer determines to be most advantageous to the Government.

All bidders are required to submit bids on both Bid A or Bid B."

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Maritime's bid included the following statement in its bid, "Any variations in quantities awarded from those offered in either Bid A or Bid B may result in price variation." (Emphasis added.)

It is contended by the protesting parties that the quoted condition makes unclear just what quantities Maritime would accept if awarded the contract, that the condition must be explained after bid opening in order for its meaning to be ascertained, and consequently that the Maritime bid is nonresponsive and not for consideration. In addition to awards under either "Bids" A or B, it is argued because of the quoted language of the invitation that award might be made on both A and B, and it is, therefore, not clear whether, because of the Maritime insertion, award on both bids might be made to Maritime. It is thus argued that the quantities on which the contracting officer determines to make award after bid opening are irrelevant and that the only relevant consideration is whether the restriction placed on award by Maritime is unclear and subject to interpretation.

We believe that the Maritime bid is responsive and that award may be properly made to that firm. It is clear that both "Bids" A and B called for the same item, with the only difference being the requirement for first article testing. Therefore, it is clear that only "Bid" A or B would be awarded. While an ambiguity in a bid, which requires extraneous evidence for its interpretation, may make award improper, where a single reasonable interpretation exists for the matter, without a need for extraneous evidence, the ambiguity is resolved, and the bid is for consideration. Lashley's Landscaping, Lawn Growth & Maintenance Co., B-181812, September 24, 1974, 74-2 CPD 182. In this case, paragraph 10(c) of Standard Form 33A, made a part of this invitation, permitted a bidder to qualify the contracting officer's right to make award on any quantities in amounts less than those in the invitation. The Maritime qualification merely states that an award on "Bids" A or B will not be accepted unless award is made on the total amount requested in the invitation for either Bid A or Bid B. Such a limitation is proper. See Beta Systems, Inc.; Brown-Minneapolis MTM Tank & Fabricating Co., B-184413, February 18, 1976, 76-1 CPD 109.

While some question was raised concerning whether Schottel's offered equipment satisfied the "standard product" language of the IFB, in view of our disposition of the principal issue this question need not be answered.

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Finally, the issue was originally raised, although not pursued by any of the parties, that the price bid by Maritime is unrealistic. We have previously stated that this allegation creates no basis for objecting to an award to a low bidder. Allied Technology, Inc., B-185866, July 12, 1976, 76-2 CPD 34.

Accordingly, the protest is denied.

Deputy


Comptroller General
of the United States