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**DECISION**

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

**FILE: B-189655**

**DATE: November 8, 1977**

**MATTER OF: Federal Contracting Corporation**

**DIGEST:**

1. Protest that individual item awards were prohibited by solicitation is denied. Paragraph 10(c) of Standard Form 22 provides for separate awards.
2. Contractor's request to be permitted to withdraw its bid because there was no meeting of minds prior to acceptance of its bid as to number of units to be included in award under IFB award provision, is denied since agency was unaware of contractor's interpretation of IFB prior to award.

Federal Contracting Corporation (Federal), the low aggregate bidder under invitation for bids (IFB) No. DAKF57-77-B-0017, issued by the Department of the Army, Fort Lewis, Washington, protests the award of a contract to McMullen Electric, Inc., for Item 2 of the IFB.

The IFB solicited bids for the installation of smoke detectors in two specified family housing areas, designated as Items 1 (206 units) and 2 (433 units). Notwithstanding Federal's low aggregate bid for both items, the procuring activity determined that by awarding separate contracts to Federal and McMullen, the low bidders respectively for Items 1 and 2, the Army would receive a lower overall price than if award were made to Federal in the aggregate. Accordingly, Item 1 was awarded to Federal, and Item 2 to McMullen.

Federal alleges that the IFB failed to provide notification to prospective bidders of the possibility of multiple awards.

B-189855

However, page 2 of the IFB Bidding Schedule included a section entitled "Basis of Award" which instructed bidders to "See Paragraph 10, Standard Form 22", which was likewise included in the IFB package. Paragraph 10(c) thereof provided that:

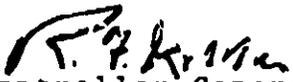
"The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation."

The IFB contained no provision that award would be made only to the bidder who submitted the low aggregate bid, and neither Federal nor McMullen included an "all or none" type of restrictive limitation in its bid. Therefore, we find nothing to preclude the Army from splitting the awards for the two items. See 47 Comp. Gen. 658 (1968); Huey Paper and Material, Stacor Corporation, B-185762, June 16, 1976, 76-1 CPD 382; also Engineering Research, Inc., B-188731, June 15, 1977, 77-1 CPD 431.

Alternatively, Federal contends that since it submitted a bid contemplating an aggregate award, and since "it is obvious that 206 units cannot be installed for the same unit price as 639 units," Federal should be permitted to withdraw its bid. It contends that there was no meeting of the minds between itself and the Army.

It appears from the record, however, that the Army was unaware of Federal's interpretation of the IFB award provision until after the award was made. Moreover, we note that the bid prices for the item in question were in line. Thus, Federal was low bidder for Item 1 at \$4,089.10, while the next low bids were \$4,326, \$4,429 and \$4,738. In the circumstances, we believe a valid contract exists between the Army and Federal, and we see no basis for granting the relief sought. 45 Comp. Gen. 700, 706 (1966).

Accordingly, the protest must be denied.

  
Deputy Comptroller General  
of the United States