

*J. Vickers  
Proc II*



**DECISION**

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

9139

FILE: B-193148

DATE: February 12, 1979

MATTER OF: Maintenance, Incorporated

DIGEST: *CNGO 1476*

*[Bid is Nonresponsive When Telegraphic Modification is Ambiguous]*

Telegraphic modification of bid which states "Please reduce prompt payment discount to read 15 percent, 20 days," where bid previously offered 6-percent discount, rendered bid ambiguous and nonresponsive because of inconsistency between "reduce" 15-percent figure in modification and already lower 6-percent figure in bid.

*ACC00305*

Maintenance Incorporated (MI) has protested the rejection of its bid by the United States Army Corps of Engineers under invitation for bids (IFB) No. DACW01-78-B-0150.

The IFB was for cleaning and refuse removal at Alabama River Lakes, Camden, Alabama, and four bids were received in response thereto.

MI's bid, as initially submitted, was \$98,412 with a 6-percent, prompt-payment discount for 20 days, or \$92,507.28 as evaluated. The day before bid opening, MI sent a telegraphic modification of its bid to the contracting officer which read as follows:

"Please reduce prompt payment discount to read 15 percent, 20 calendar days."

Applying a 15-percent, prompt-payment discount to MI's bid, the evaluated total is \$83,650, which was the low bid received. The next low bid was submitted by Edward E. Davis Contracting, Inc. (Davis), in the amount of \$84,690.19.

On October 3, 1978, Davis protested to the contracting officer the acceptance of MI's on the basis that the

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telegraphic modification rendered the bid ambiguous. The crux of the protest was that the statement "reduce prompt payment discount to read 15 percent" could not be interpreted to allow the 15 percent discount since the modification said reduce the discount, which was already less than the new figure. By letter of November 9, 1978, the contracting officer agreed with the protest and advised MI that its bid was rejected as nonresponsive because the modification rendered the bid ambiguous.

In its protest to our Office, MI contends that its bid was not ambiguous because the pertinent portion of the telegraphic modification was "prompt payment discount to read 15 percent, 20 calendar days." The word "reduce," alleges MI, applied to the final contract price which was reduced by altering the prompt-payment discount.

The Corps of Engineers states that the only manner in which the modification can be consistent is to replace the word "reduce" with "change" or place a decimal point in the figure 15 (1.5) percent, in order to make the figure stated less than the originally offered 6 percent.

We find the modification as written to be inconsistent with the bid as submitted since the modification calls for reducing the prompt-payment discount stated in the bid to 15 percent, whereas the former amount is already lower at 6 percent. Of the various interpretations advanced by the different parties to the protest, the plain language of the bid does not favor one interpretation over the other. Therefore, the ambiguity renders the bid nonresponsive. Ed A. Wilson, Inc., B-188260, B-188322, August 2, 1977, 77-2 CPD 68.

Accordingly, the protest is denied.

  
Deputy Comptroller General  
of the United States