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**DECISION**



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

FILE: B-204836

DATE: February 9, 1982

MATTER OF: Data Controls/North Inc.

**DIGEST:**

1. Since contracting officer suspected an error in conforming low bid because it was grossly out of line in price and low bidder confirmed error in admitting that bid was not based upon furnishing required tape to Government, bid was properly rejected.
2. Although allegation after opening of bids that specification was ambiguous appears to be untimely and is also immaterial to the protest since the protester was otherwise ineligible for award and, therefore, not affected by that ambiguity, recommendation is made that contracting agency be more specific in future to indicate exactly what is intended.

Data Controls/North Inc. (DCN) protests the rejection of its low bid under invitation for bids (IFB) MDA903-81-B-0063 issued by the Defense Supply Service (DSS) on behalf of the Army Board for the Correction of Military Records and contends that the IFB is ambiguous.

We deny the protest in part and dismiss the protest in part.

The IFB states that it is for the conversion of information on docket cards of the Army Board for the Correction of Military Records onto computer tape. Section "C-1" of the IFB stated:

"The contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to create 9 track 1600 BPI tape from 400,000 cards or approximately 27,000,000 characters. Minimum daily output of 5,000 cards."

DSS received 15 bids for this procurement ranging from DCN's low bid of \$8,400 to a high bid of \$170,000. The second low bid and four others were clustered in the \$30,000 to \$49,000 range. The Government estimate for the procurement was \$50,000. Award was made to the second low bidder.

Because DCN's bid was \$22,000 lower than the next low bid of \$30,400, the contracting officer suspected the possibility of a mistake in the DCN low bid and asked DCN whether an error had been made. DCN stated that its bid was based on the Government supplying the tape on which the conversion would be made. DSS pointed out that under section "C-1" the contractor was to provide the tape. DCN disagreed. However, section "C-1" imposes upon the contractor the responsibility for providing the "materials" required to accomplish the conversion. Webster's New International Dictionary (2nd edition) defines "material" as "the substance or substances, or the parts, goods, stock, or the like of which anything is composed or may be made." Therefore, we agree with DSS that the tape was to be furnished by the contractor. DCN stated to DSS that it would furnish the tape, if the Government insisted, on the condition that it subsequently be returned to DCN.

In the circumstances, the contracting officer rejected DCN's bid on the basis that it was nonresponsive and unreasonably low in price. We agree that the bid should have been rejected.

Since the contracting officer suspected an error in the DCN bid because it was grossly out of line in price and DCN confirmed the error in admitting that it had not based its bid upon furnishing required tape to the Government, the bid should have been rejected as

an erroneous bid, Panoramic Studios, B-200664, August 17, 1981, 81-2 CPD 144. Although DCN was willing to agree to furnish the tape on a loan basis, it would have been improper to consummate an award on that basis since it was different from that provided in the IFB. The rule that the contract awarded must be the contract advertised is well established, Dyneteria, Inc., 55 Comp. Gen. 97, 100 (1975), 75-2 CPD 36.

Accordingly, this aspect of the protest is denied.

DCN's allegation after the opening of bids that the specification was ambiguous in that it was not clear as to whether the solicitation was for a card-to-tape conversion or a manual keypunch operation appears to be untimely. See Bid Protest Procedures, 4 C.F.R. § 21.2(b)(1) (1981). Further, it is immaterial to the protest since, as indicated above, DCN was otherwise ineligible for award and, therefore, was not affected by the ambiguity. Therefore, the allegation is dismissed as a matter of protest. However, since "card to tape conversion" has a meaning that usually refers to using computer-related devices to read information recorded in machine readable form, usually on punch cards, and to re-record this information on tape, but other parts of the IFB imply that the procurement is for keypunching or data entry services requiring someone to read the information from a document and to type the information into a machine which records it on tape, we suggest that DSS be more specific in the future to indicate exactly what is intended.

for   
Comptroller General  
of the United States