

Jan 10 1982

DECISION



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

21735
118295

FILE: B-206282.3

DATE: May 4, 1982

MATTER OF: Selma Apparel Corporation--Reconsideration

DIGEST:

Prior decision holding that bid, as amended, was not ambiguous is affirmed. Evidence contained in abstract of bids showing that someone in contracting agency interpreted bid in a different manner is outweighed by plain language of modification and original bid. The remainder of the request for reconsideration is merely a restatement of arguments made in original protest and not evidence of any factual or legal errors in the prior decision.

Selma Apparel Corporation (Selma) requests reconsideration of our decision in Selma Apparel Corporation, B-206282.2, April 2, 1982, 82-1 CPD, in which we denied its protest that the bid submitted by Gibraltar Industries, Inc. (Gibraltar), in response to invitation for bids No. DLA100-82-B-0106, issued by the Defense Personnel Support Center, was ambiguous.

Gibraltar's original bid on the requirement for supplying camouflage combat coats stated a price of \$32.20 per coat. Gibraltar submitted a timely modification which stated:

"PLEASE REDUCE OUR DESTINATION PRICES IN ACCORDANCE WITH THE BELOW SCHEDULE:

	<u>QUANTITY</u>	<u>UNIT PRICE REDUCTION</u>
FIRST	400,000 UNITS	\$20.64
NEXT	400,000 UNITS	\$20.34
NEXT	300,000 UNITS	\$20.03
NEXT	300,000 UNITS	\$19.62
NEXT	300,000 UNITS	\$19.32
BAL	292,000 UNITS	\$19.01

PLEASE ALSO ELIMINATE THE MAXIMUM QUANTITY LIMITATIONS SHOWN IN OUR ORIGINAL BID ON PAGE 4."

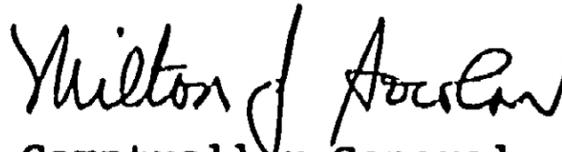
Selma charged that Gibraltar's bid as modified was susceptible to more than one interpretation as to price. We held that Gibraltar's bid was susceptible to only one reasonable interpretation--that the unit price of \$32.20 was to be reduced by the stated amounts to arrive at net prices.

Selma still argues that Gibraltar's telegram was not clear as to whether the original price of \$32.20 per coat should be reduced "to" or "by" the stated amounts. Selma argues that the April 2 decision is erroneous because it does not mention the fact that the abstract of bids was marked in such a way as to show that someone within the contracting agency had interpreted the Gibraltar bid to mean that the unit prices were to be reduced to the stated amounts. Selma contends that, since the abstract showed that even within the contracting activity there was a difference of opinion as to the effect of the bid modification, our decision was wrong in concluding that the bid was susceptible to only one reasonable interpretation.

Before issuing the April 2 decision, we carefully examined the entire record, including the abstract of bids. In our view, the plain language of the telegraphic modification and the original bid was enough to outweigh the evidence contained in the abstract to the effect that someone within the contracting activity disagreed with our conclusion. In spite of the fact that someone in the contracting agency might have interpreted Gibraltar's bid in a different way, we concluded that the bid as amended was not ambiguous. Furthermore, the record in the original protest showed that it was the bid officer, not the contracting officer, who read Gibraltar's bid in the manner recorded in the abstract. According to the agency, the bid officer is a clerk who has no procurement expertise, and the error in the abstract was corrected by the contracting officer shortly afterward.

The remainder of Selma's request for reconsideration is merely a restatement of arguments made in the original protest and not evidence of any factual or legal errors in our decision which warrant reconsideration as required by section 21.9(a) of our Bid Protest Procedures, 4 C.F.R. part 21 (1981); Association of Soil and Foundation Engineers--Reconsideration, B-200999.2, May 11, 1981, 81 CPD 367.

The prior decision is affirmed.



Acting Comptroller General
of the United States