

DECISION



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

B-218071

FILE:

DATE: May 21, 1985

Military Services, Inc. of Georgia

MATTER OF:

DIGEST:

1. Allegation that typical menu worksheets exhibit altered solicitation specifications and that protester had insufficient time to review and assess the impact of these changes on its bid price is denied since typical menus did not impose additional requirements but were merely included to demonstrate to bidders the purpose and use of worksheets during contract performance.
2. Solicitation language is not ambiguous where protester's interpretation of language is not reasonable and language, consequently, has not been shown to have more than one reasonable meaning.

Military Services, Inc. of Georgia (MSIG) protests the award of a contract by the Naval Regional Contracting Center (NRCC) under invitation for bids No. N00123-85-B-0337, issued October 31, 1984 for the procurement of mess attendant services for the Naval Construction Battalion Center, Port Hueneme, California.

We deny the protest.

As originally issued, the IFB required bidders to provide sufficient serving line personnel to serve all food. Amendment No. 0004 to the IFB dated January 17, 1985 stated that bidders should base the number of serving persons on "typical cycle menu[s]." "Typical Menu[s]" were listed in the table of contents of the IFB, as originally issued, as one of the "Technical Exhibits" and as being available at NRCC for bidder inspection. Amendment No. 0005 extended bid opening until January 30, 1985.

MSIG complains that it did not promptly receive amendment No. 0004 and that as a result, it was unable

to review the typical menus until 1 day before bid opening. MSIG contends that a proper review of the menus--which were over 100 pages long--was not possible in this amount of time nor was it able to assess the cost impact of the amendment on its bid price. Also, MSIG contends that the menus imposed additional requirements on the contractors and that they were full of discrepancies and conflicting language which made it impossible to prepare an intelligent bid. Finally, MSIG argues that amendment No. 0004 created an ambiguity as to whether a contractor would be required under normal feeding conditions to remove food from the serving lines immediately after the meal or to wait 20 minutes.

The agency argues that MSIG was treated the same way as the other bidders. It notes that the typical menu(s) were simply 5 weeks of previous menus; that the menus had been available to bidders for review from the time the IFB was issued; and that MSIG, as the incumbent contractor since October 1, 1980, had prepared and reviewed substantially similar menus throughout that time. The Navy indicates that these menus were intended for bidders who were unfamiliar with the operations at Port Hueneme and that this was clearly not the case with MSIG.

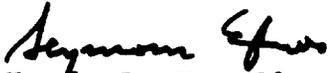
In addition, the Navy states that the typical menu(s) were only provided as examples of previous menus and that the IFB specifications contained all of the relevant information which was necessary for preparing intelligent bids. The Navy notes that it received 23 bids and that no other bidders complained about the unavailability of the typical menus, that no other bidders even reviewed this information, and that MSIG submitted the tenth lowest bid. Finally, the Navy contends that the IFB is not ambiguous and clearly states that food removal shall not start until 20 minutes after the posted meal hours.

We find no merit to MSIG's argument that it was unable to prepare an intelligent bid because it was not provided an adequate time to review the typical menus. First the menus were available for over 2 months when MSIG received amendment No. 0004. Although MSIG argues that amendment No. 0004 gave added emphasis to the typical menus, the menus were not part of the specifications, but rather, were made available to bidders to merely demonstrate the purpose and use of the menus during contract performance. The typical menus were identified only as an exhibit to the IFB and we see no evidence which supports MSIG's assertion that the successful contractor would be

bound to furnish any additional foods and/or services found in the menus but not found in the specifications. Also, in view of the fact tht MSIG had been the incumbent contractor since 1980, we simply cannot accept MSIG's assertion that it was not cognizant of the purpose and use of the menus. Because of this knowledge on MSIG's part and because we find that the typical menus did not impose additional requirements, we fail to find any basis for concluding that MSIG was precluded from preparing an intelligent bid. Graham Associates, Inc., B-207495, Apr. 22, 1983, 83-1 CPD ¶ 433.

Finally, we are unable to agree with MSIG that the IFB is ambiguous as to when food removal should begin. MSIG contends that section C.8d requires hot food, salads, and desserts to be removed immediately after normal meals, but that this conflicts with the provision in section C.3e which requires that removal should not begin until 20 minutes after the end of the posted meal hours. MSIG is mistaken in adding the word "immediately" to section C.8d. That section requires removal but contains no direction as to when removal must occur, except that certain items (but not hot food) will remain available for at least 20 minutes following the closing of all the serving lines. In order to be considered ambiguous, the language complained of must be susceptible to two or more reasonable interpretations. A. Metz, Inc., B-213518, Apr. 6, 1984, 84-1 CPD ¶ 386. Since we do not believe that the interpretation advanced by MSIG is reasonable, we cannot conclude that the cited portions of section C are ambiguous.

Accordingly, the protest is denied.

for 
Harry R. Van Cleve
General Counsel