

DECISION

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

FILE: B-219625

DATE: August 2, 1985

MATTER OF: Scot Forge

DIGEST:

A bid submitted on a total small business set-aside was properly rejected as nonresponsive where the bid indicated that the bidder would not furnish supplies manufactured or produced by a small business concern.

Scot Forge protests the United States Coast Guard's rejection of its bid as nonresponsive under solicitation No. DTCG40-85-B-0036, a total small business set-aside. We dismiss the protest.

The agency found Scot Forge's bid nonresponsive because the firm indicated in the "Small Business Concern Representation" clause in the invitation for bids that not all supplies to be furnished would be manufactured or produced by a small business. The protester states that it made this representation because it incorrectly interpreted the language "all supplies" to include the original raw material to be used in manufacturing the solicited end products. Scot Forge later learned that this interpretation was incorrect and that the clause actually pertains only to the manufacture of the end products themselves. The protester asserts that the clause is ambiguous and requests a ruling that its bid is responsive since it is a small business and will manufacture the end products to be supplied.

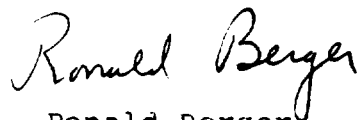
We have consistently held that if a bid on a total small business set-aside fails to establish the legal obligation of the bidder to furnish supplies manufactured or produced by small business concerns, the bid is non-responsive and must be rejected; otherwise, a small business contractor would be free to provide supplies from either small or large business manufacturers, thus defeating the intent of the set-aside program. DuHadaway Tool and Die Shop, Inc., B-216082, Aug. 29, 1984, 84-2 CPD ¶ 239. A nonresponsive bid may not be changed or considered for correction since this would be tantamount

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to permitting the submission of a new bid. Parco, A Division of Blue Mountain Products, Inc., B-211016, Mar. 28, 1983, 83-1 CPD ¶ 318. Thus, Scot Forge's bid was properly rejected as nonresponsive and its post bid opening statements and explanations cannot be used to correct the bid. See ATD-American Co., B-217290, Jan. 23, 1985, 85-1 CPD ¶ 91.

We recognize that the language of the small business representation clause on its face may be somewhat confusing.^{1/} Nevertheless, the clause is a standard one, and its proper interpretation is well-established. Id. Moreover, even though Scot Forge misinterpreted the clause and may actually have had every intention of complying with the small business manufacture requirement, the fact remains that this intent was not clearly ascertainable from the face of the bid.

The protest is dismissed.



Ronald Berger
Deputy Associate
General Counsel

^{1/} Scot Forge states that the Small Business Administration is considering changing the wording of the clause from a representation that "all supplies" will be manufactured by a small business to one that "all end products" will be manufactured by a small business.