



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: IFR Systems, Inc.

File: B-222533

Date: August 26, 1986

---

### DIGEST

1. Bidder's statement in its bid cover letter that it is offering its model, identified by number, to meet the agency's needs does not create an ambiguity when it is accompanied by further statement that the model meets or exceeds all specification requirements.
2. Issue concerning evaluation of prompt payment discount will not be considered since contracting regulations now provide that prompt payment discounts will not be considered in the evaluation of bids.
3. Business strategy of low bidder to bid same price for unit whether first article testing was required or not does not affect responsiveness of bid since bidder submitted prices for all items required under invitation for bids.
4. Since protest against award to low bidder is denied, GAO will not consider protest against second low bidder who is not in line for award.

---

### DIGEST

IFR Systems, Inc. (IFR) protests against award to any other bidder under Invitation for Bids (IFB) No. M00027-86-B-0014 issued by the Marine Corps on February 1, 1986, for "communication service monitors" and associated data and repair parts to be used as radio test equipment. When bids were opened on April 11, 1986, Comtest, Inc. (Comtest), was the apparent low bidder, Motorola, Inc. (Motorola) was the second low bidder, and IFR was the third evaluated bidder.

IFR argues, however, that both the bids of Comtest and Motorola are so defective that the bids must be rejected. We deny IFR's protest.

IFR first argues that Comtest's cover letter to its bid rendered the bid nonresponsive because the letter stated that Comtest was bidding its "model 3000B." It is IFR's position that Comtest's insertion of the "3000B" model number rendered the bid ambiguous as to whether the model complied with the specifications.

We have long recognized that the insertion of unsolicited part numbers in a bid, even where included merely for a bidder's internal control purposes, may create an ambiguity in the bid. Wright Tool Co., B-212343, Oct. 12, 1983, 83-2 C.P.D. ¶ 457; 50 Comp. Gen. 8 (1970). An ambiguity may arise because the inclusion of part numbers is not a clear indication that the bidder is offering to comply completely with the specifications. Dictaphone Corp., B-204966, May 11, 1982, 82-1 C.P.D. ¶ 452. A contracting officer must therefore reject the bid as nonresponsive unless either the bid contains an express statement from which it is clear that the bidder is not in any material way qualifying the bid, or the contracting officer determines from data available before bid opening that the specified equipment conforms to the specifications. Sentinel Electronics, Inc., B-185681, June 24, 1976, 76-1 C.P.D. ¶ 405.

In reply to IFR's argument, the Marine Corps argues that Comtest did include an express statement in its bid that the specified model ("3000B") conformed to the specifications. In addition, Comtest argues that the cover letter statement was merely intended to assure the Marine Corps that it would furnish a model that meets or exceeds the stated requirements. Comtest argues that if it had intended to qualify its bid by its commercial literature, it would have furnished the literature with its bid.

We do not find that Comtest qualified its bid. Its cover letter stated that, "Comtest Systems is pleased to offer our Model 3000B Service Monitor for this bid. Since our 3000B meets or exceeds all specifications, we have taken no exceptions." Admittedly, Comtest's intention to furnish a model that meets the IFB requirements would have been more artfully stated if the low bidder had omitted any reference to a model number in its bid cover letter. Nevertheless, the disputed statement in Comtest's cover letter essentially affirms the bidder's intention to comply with the IFB specifications. The reference to a model number in the context of statements that the model meets or exceeds "all specifications" and "we have taken no exceptions" does not create any ambiguity as to whether the bidder intends to comply with the IFB specifications. Thus, this case is distinguishable from the facts in Dictaphone Corp. where the questioned bid did not contain an express statement that the proposed model complied with all specification requirements.

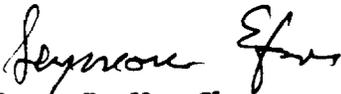
Related to this argument is IFR's position concerning the Marine Corps' post-bid opening review of Comtest's commercially available brochure which IFR provided to the Marine Corps after bid opening. IFR makes several arguments that the literature does not indicate compliance with the specifications. We need not consider these arguments, however, since we do not find that the bid was qualified.

Next, IFR argues that the notation which Comtest inserted in the "prompt payment" part of its bid renders Comtest's evaluated bid price to be ambiguous because the notation is subject to interpretation. We need not consider this argument because the contracting regulations now provide that prompt payment discounts will not be considered in the evaluation of

bids. FAR, 48 C.F.R. § 14.407-3; Hayes International Associates, B-220471, Jan. 3, 1986, 86-1 C.P.D. ¶ 8. We note that the Marine Corps, in fact, did not evaluate the prompt payment discount. Consequently,, this ground of protest is without merit.

Finally, IFR questions Comtest's bidding strategy which resulted in the same price bid for the required items regardless of whether first article testing was required. This business strategy of IFR does not affect the responsiveness of the company's low bid, since the company included prices for all items required under the IFB and was obligated by its bid to provide the required testing at its bid price. See Riverport Industries, B-218056, Apr. 4, 1985, 85-1 C.P.D. ¶ 390.

Given the above, we deny IFR's protest of an award to Comtest. Since Comtest is the low bidder, apparently otherwise entitled to award, we need not consider IFR's separate protest against any possible award to Motorola which is not in line for award.

*for*   
Harry R. Van Cleve  
General Counsel