



The Comptroller General
of the United States

Washington, D.C. 20548

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Decision

Matter of: San Sierra Business Systems--Request for
Reconsideration

File: B-233858.2

Date: February 1, 1989

DIGEST

Request for reconsideration is denied where protester reiterates arguments initially raised and raises new arguments which clearly fail to show any error of fact or law that would warrant reversal or modification.

DECISION

San Sierra Business Systems requests reconsideration of our decision in San Sierra Business Systems, B-233858, Dec. 27, 1988, 88-2 CPD ¶ _____. In that decision, we dismissed San Sierra's protest of the rejection of its bid as nonresponsive for offering less than the minimum acceptance period under invitation for bids (IFB) No. F04626-88-B-0052 issued by the Department of the Air Force. We deny the request for reconsideration.

San Sierra's bid was rejected as nonresponsive since it offered a 10-day acceptance period even though the solicitation required a minimum acceptance period of 90 days. In its initial protest, San Sierra alleged that it misunderstood the language of the solicitation and had intended to extend the 90-day period by 10 days and that therefore its bid was responsive.

The protester contended that the language in paragraph (f) of the solicitation's clause concerning the minimum bid acceptance period was ambiguous and reasonably could be interpreted, as the protester did, to call for the entry in paragraph (d) of any extension of the acceptance period offered in excess of the 90-day minimum set forth in paragraph (c) of the clause. The IFB clause to which San Sierra referred states in its entirety:

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"5. FAR 52.214-16 - MINIMUM BID ACCEPTANCE PERIOD
(APR 1984)

"(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

"(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

"(c) The Government requires a minimum acceptance period of 90 calendar days.

"(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

"(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

"(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above."

In our initial decision, we found that the provision clearly indicated that if a bidder wished to offer an acceptance period longer than 90 days, the bidder was to specify the total acceptance period in the blank provided in paragraph (d). Since the minimum bid acceptance period was 90 days and by its entry of the figure "10" in paragraph (d) the protester clearly did not comply with that material requirement of the solicitation, we dismissed its protest pursuant to section 21.3(m) of our Bid Protest Regulations, 4 C.F.R. § 21.3(m) (1988), as it was clear on the face of the protest that it was without merit.

In its reconsideration request, San Sierra again argues that the solicitation provision concerning the bid acceptance period was ambiguous. It is the protester's contention that because the minimum acceptance period clause was divided between two consecutive pages of the IFB the requirement was unclear. The protester notes that paragraph (a) was on the

bottom of page K-2 of the solicitation and the balance of the minimum acceptance period clause appeared on page K-3. Since page K-3 began with paragraph (b), which states that "this provision supersedes any language pertaining to the acceptance period that may appear elsewhere in the solicitation," San Sierra argues that it reasonably could be interpreted to mean that paragraph (a) of the same clause was of no effect or void. San Sierra maintains that since "acceptance period" was therefore left undefined, its meaning was rendered unclear and was reasonably susceptible to the interpretation given by the protester.

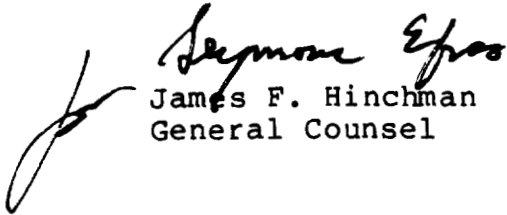
This argument lacks merit. First, with respect to the argument that the separation of paragraph (a) from the balance of the clause rendered paragraph (a) void, we need merely to state that it commonly understood that only so many lines can be included on a single page and the mere continuance of a clause to the next page does not render the information presented on the previous page void. Splitting the clause between the bottom of page K-2 and the top of page K-3 did nothing more than acknowledge the fact that there was no more room on page K-2. Second, the language included in the solicitation is taken directly from the Federal Acquisition Regulation (FAR) § 52.214-16, and the agency has no duty to elaborate further on a clear clause to guard against unreasonable and unjustified interpretations of a standard clause.

San Sierra also argues that we erred in stating that a bidder must enter in the blank in paragraph (d) the "total" bid acceptance period offered, because the word "total" does not appear in the clause. We remain of the opinion that paragraph (d) contemplated the entry of the total acceptance period only if it exceeded the minimum 90 days required. This is the only reasonable interpretation of the clause when all of its provisions are read together.

Under our Bid Protest Regulations, a party requesting reconsideration must show that our prior decision contains either errors of fact or law or that the protester has information not previously considered that warrants reversal or modification of our decision. 4 C.F.R. § 21.12(a) (1988). Repetition of arguments made during the original protest or mere disagreement with our decision does not meet this standard. R.E. Scherrer, Inc.--Request for Reconsideration, B-231101.3, Sept. 21, 1988, 88-2 CPD ¶ 274. Not only has San Sierra repeated arguments made in its original protest and previously considered in our decision,

the additional arguments which it has raised in its request for reconsideration clearly do not warrant reversal or modification of our prior dismissal.

The request for reconsideration is denied.



James F. Hinchman
General Counsel