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**DECISION.**

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

FILE: B-194412.2

DATE: September 24, 1979

MATTER OF: American Mutual Protective Bureau --  
Request for Reconsideration

DIGEST:

*[Protest of Department of Army Contract Award]*

1. Prior decision concluding that solicitation is not ambiguous is not shown to be erroneous by subsequent bidding pattern which allegedly demonstrates bidder confusion where record does not show relationship between bidding pattern and alleged ambiguities.
2. Protester's contention, made for the first time as part of request for reconsideration, even though basis for contention was previously known to protester, is untimely and will not be considered.

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DLG 1F95  
DLG 271

American Mutual Protective Bureau (American) requests reconsideration of our decision American Mutual Protective Bureau, B-194412, August 7, 1979, 79-2 CPD, wherein we denied American's protest of a Department of the Army contract award to another firm for armed security guard services at Fort MacArthur, California.

In that protest, American argued that extensive amendments to the Invitation for Bids rendered the solicitation ambiguous and confused the bidders. Upon review of the record, including a careful reading of the amendments in question, we rejected American's arguments, finding that the solicitation, as amended, was not ambiguous and did not mislead bidders.

As a basis for its request for reconsideration, American asserts that our decision "incorrectly ignored the impact of the extensive amendments to the solicitation" and implies that the long time period (6 months) during which the solicitation was amended a number of times contributed to the alleged bidder confusion. Although our prior decision did not explicitly deal with this point, it did discuss each ambiguity alleged by American and concluded

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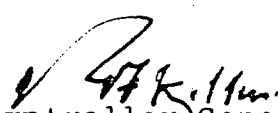
that the ambiguities did not exist. Moreover, we point out that the length of time over which solicitation amendments are issued does not diminish the bidders' responsibility to carefully analyze the changes made.

American also states that ambiguities in the solicitation were "evidenced by the confused nature of bidding" on individual line items and caused certain bids to be nonresponsive because prices for certain lines items did not correspond to the description of the work for such items.

It should be noted, initially, that the price bid for an item normally does not determine the responsiveness of the bid. In addition, none of the other bidders complained that overall bid prices were affected because of an ambiguity and the Army's report stated that overall bid prices were competitive. In this connection, the solicitation provided that only one award would be made in the aggregate for the total sum of all line items and several bidders chose to bid the same price for each guard post (line item) despite differences in requirements. This is further indication that an analysis of the individual line item bidding pattern here is not persuasive evidence of solicitation ambiguities. We find nothing in the bidding which warrants modifying our prior conclusion that the solicitation, as amended, was not ambiguous as specifically alleged by the protester.

American alleges for the first time an additional error in Amendment 7 to the solicitation concerning the hours and manning of guard post No. 5. Since American should have been aware of this protest basis at the time it submitted its initial protest, it is evident that the contention is untimely raised under our Bid Protest Procedures. Consequently, we will not consider it. See 4 C.F.R. § 20.2(b)(2) (1979); Guardian Electric Manufacturing Company -- Request for Reconsideration, B-191871, May 9, 1979, 79-1 CPD 321.

Our prior decision is affirmed.

  
Deputy Comptroller General  
of the United States