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**DECISION**



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

FILE: B-190073

DATE: November 23, 1977

MATTER OF: Harvey Bell

**DIGEST:**

1. Determination to cancel invitation and to resolicit requirement was proper where invitation contained contradictory (90 and 120 days) contract completion schedule requirements, low bidder bid on the 120-day requirement (the activity intended to require 90-day completion) and other bidders either bid on 90-day requirement or basis they bid on is unclear, since ambiguity kept bidders from bidding on equal basis.
2. Fact that no bidder made request for clarification of ambiguous IFB terms prior to bid opening does not preclude contracting officer from canceling IFB where such ambiguity is brought to his attention prior to award.

Harvey Bell protests the cancellation of invitation for bids (IFB) No. R4-77-73 after bid opening and the readvertisement of that procurement by the United States Forest Service.

The invitation was canceled so that conflicting language in the IFB regarding the required contract completion period might be clarified. On Standard Form 20 of the original invitation it was provided that "All work is to be completed within 120 days after date of receipt of Notice to Proceed." On Standard Form 21, also a part of the invitation, it was provided that "The undersigned agrees \* \* \* to complete the work within 90 calendar days after the date of receipt of Notice to Proceed." The 90-calendar-day period was the one the contracting activity desired.

Upon bid opening and after a perusal of the Plan and Equipment Questionnaire submitted by each bidder with its bid, it was noticed that two of the bidders (one the low bidder) had apparently relied on the 120-day figure. A third bidder had relied on a 90-day completion schedule, and it was impossible to tell what completion schedule the remaining bidders had contemplated when computing their bids. Because all bidders had therefore not bid on an equal basis the contracting officer believed a

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proper evaluation of the bid prices could not be made, and the invitation should therefore be canceled.

Harvey Bell contends that the cancellation was improper since the discrepancy relied on by the contracting officer did not present a cogent reason for cancellation and to permit the cancellation would be detrimental to the competitive bidding system since all bid prices were exposed and a resolicitation would merely turn the procurement into an auction. Finally, it is noted that if a bidder encounters ambiguous provisions in a solicitation, he has a duty to inquire as to the correct interpretation of these if they are obvious and apparent, citing Beacon Construction Co. v. United States, 161 Ct. Cl. 1, 314 F.2d 501 (1963).

To enable bidders to compete on equal terms, an invitation must be sufficiently definite to permit the preparation and evaluation of bids on a common basis. Federal Contracting Corporation, B-183342, June 30, 1975, 75-1 CPD 398.

Our Office has long acknowledged the materiality of completion schedules and dates and the substantial effect they may have on the competitive position of bidders. See 53 Comp. Gen. 320 (1973); 52 id. 32 (1973); 51 id. 518 (1972). For one bidder to be competing on the basis of a completion schedule one-third longer than that of another bidder clearly has an effect on the competitive position of those bidders.

Since some bidders relied on the 120-day completion schedule while others relied on the 90-day completion schedule and it cannot be ascertained from the bids what schedule the other bidders were bidding on, we do not believe that all bidders were competing on an equal basis. Consequently, we agree with the contracting activity that the proper course of action would be to cancel the invitation and to resolicit the procurement. New England Engineering Co., Inc., B-184119, September 26, 1975, 75-2 CPD 197.

Although no bidder made a request for clarification of the IFB prior to bid opening, that does not preclude the contracting officer from canceling the IFB when an ambiguity created by the specifications is brought to his attention prior to award. Learning Resources Manufacturing Co., B-180642, June 6, 1974, 74-1 CPD 308.

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Accordingly, the protest is denied.

*Pykette*  
Deputy Comptroller General  
of the United States