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DECISION



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

FILE: B-197466

DATE: July 7, 1980

MATTER OF: Castle Construction Company, Inc.

DIGEST:

ALLEGING

[Protest, that successful bid was ambiguous] and therefore nonresponsive to solicitation because it allegedly failed to include work required for additive bid items is denied. Agency determined not to accept any additive items, lowest bid must be determined on basis of work actually awarded, and award was made on basis of lowest bid for base bid item.

Castle Construction Company, Inc. (Castle), protests the award of a construction contract for family housing units to Dyson & Company (Dyson) under invitation for bids (IFB) No. N62467-78-B-0683 issued by the Department of the Navy, Naval Facilities Engineering Command. Castle contends, among other things, that Dyson failed to include carports in its bid price for items 3 and 4 which rendered the bid ambiguous and, therefore, nonresponsive since the Navy was precluded from determining the low bidder in accordance with the provisions of the IFB.

To the extent Castle asserts that Dyson's bid was nonresponsive, the protest is without merit.

The IFB, issued on November 30, 1979, solicited a base bid (item 1) for the entire work, exclusive of work to be provided under any of the other three bid items. Item 2 called for the deletion of all exterior storage units and addition of carports and exterior storage units for specified housing units and items 3 and 4 called for the installation of brick veneer instead of wood siding on enumerated buildings. The IFB provided that the control amount, the funds available for the project, was to be recorded prior to and announced at the bid

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opening, pursuant to Defense Acquisition Regulation § 2-201(b)(xli), Defense Acquisition Circular No. 76-17, September 1, 1978, and that the low bidder was to be determined in accordance with clause 21, "Additive or Deductive Items," of the IFB instructions to bidders. The clause provides, in pertinent part, as follows:

"The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in the order of priority listed in the schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened. * * *" (Emphasis added.)

The control amount for the project was \$12,895,000 and the Navy reports that the following bids were received at the bid opening on February 12, 1980:

<u>Bidder</u>	<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>
Dyson	\$13,509,840	\$627,190	\$146,870	\$ 237,810
Castle	15,300,000	688,000	928,000	1,014,000
Kirkpatrick-Site, JV	15,376,000	635,000	163,000	305,000

Castle initially filed its protest with the Navy on February 13, 1980; the Navy denied the protest by letter dated February 25, 1980, and made award to Dyson on the same day on the basis of its low bid on item 1, after additional funding was made available.)

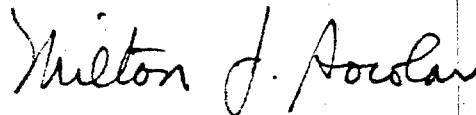
Notwithstanding the unavailability of funds to permit award for any of the additive bid items, Castle apparently believes that an award could only be made to the bidder evaluated to be low on the basis of the base and all three additive bid items.

We have held that contrary to bidders' interpretations of similar IFB evaluation provisions, the bids are to be evaluated based upon the work actually awarded. The lowest bidder must be measured by the total work to be awarded because any evaluation which incorporates more than the work to be contracted for in selecting the lowest bidder does not obtain the benefits of full competition which is one of the primary purposes of public procurement laws and regulations. 50 Comp. Gen. 583, 585 (1971); see Sterling Engineering and Construction Company, Inc., 55 Comp. Gen. 443, 444 (1975), 75-2 CPD 293.

We cannot agree with the protester that Dyson's bid is ambiguous. An ambiguity exists only if two or more reasonable interpretations are possible. See Environmental Land Surveys, B-191765, July 6, 1978, 78-2 CPD 13. Dyson bid on all four items and there is nothing in the firm's bid to indicate that Dyson did not obligate itself to perform all the work called for by the solicitation. See T & R Excavators, B-182261, December 10, 1974, 74-2 CPD 322. Assuming, arguendo, as the protester suggests, that Dyson's bid did not include carports, we find no support for Castle's argument that failure to do so prevented the Navy from determining the lowest overall cost because the Navy did not accept any of the additive bid items and Dyson's bid for the base item was lower than Castle's. Edsall Construction Company, B-190722, March 29, 1978, 78-1 CPD 242; Herman H. Neumann Construction, B-184173, August 22, 1975, 75-2 CPD 123. Moreover, even when a bidder does not bid on certain additive items, the firm runs the risk that its bid will be eliminated from consideration as nonresponsive due to the omission only if the evaluation process dictates acceptance of items on which the firm did not bid. C.T. Bone, Inc., B-194436, September 12, 1979, 79-2 CPD 190; Mitchell Brothers General Contractors, B-192428, August 31, 1978, 78-2 CPD 163; Park Construction Company, B-190191, July 18, 1978, 78-2 CPD 42. We therefore conclude that Dyson's bid was properly determined to be responsive to the terms of the IFB.

Because we find no legal basis upon which to object to the Navy's award to Dyson, Castle's allegations concerning the interpretation of items 3 and 4 and deficiencies in the Kirkpatrick bid and the Navy's evaluation of it are academic and we will not consider them further. Burns Electronic Security Services, Inc., B-191312, November 27, 1978, 79-1 CPD 1.

The protest is denied.

A handwritten signature in cursive script, reading "Milton J. Poulos".

Acting Comptroller General
of the United States