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DECISION



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

FILE: B-199006

DATE: October 7, 1980

MATTER OF: Condor Maintenance, Inc.

DL605309

DIGEST:

1. Protest alleging ambiguity created by IFB pricing format is dismissed as untimely since protest was filed after bid opening date.
2. Request that GAO allow bid correction is academic where agency has already allowed correction of bid to represent bidder's intended total price for item in question.
3. Protester's admitted total price for item in question may be properly added to other required item prices under evaluation scheme.
4. To extent IFB noted that award might not be made to low bidder for initial year's service when option prices for additional years' services were also considered (as expressly required by IFB), protest against notice is untimely. In any event, award formula will give Government benefit of lowest overall price for initial and option years.

Condor Maintenance, Inc. (Condor), protests against the proposed award of a contract for food services pursuant to invitation for bids (IFB) No. F09650-80-B0012, issued on March 21, 1980, by Robins Air Force Base, Georgia (Air Force). The solicitation called for bids for providing full food services for the initial contract year and 2 option years. Condor insists that the IFB was ambiguous and prevented equal competition; alternatively, Condor maintains that its bid should be accepted for the services.

AGC 25120

[Protest ALLEGING Ambiguity in IFB] 113504

Based on our review of the record, the protest is dismissed in part and denied in part.

Bid opening took place at 1 p.m. on May 16, 1980. By letter of May 22, 1980, Condor protested to the Air Force alleging that the solicitation contained an ambiguity which had caused Condor to misinterpret the requirements and to submit an overstated bid. Condor also requested permission to correct its bid downward in accordance with section 2-406.3(3) of the Defense Acquisition Regulation (1976 ed.). On May 28, 1980, Condor filed a protest in our Office contending that the IFB was "ambiguous on its face and subject to misinterpretation" and requested that we allow correction of its bid under our mistake-in-bid rules.

Specifically, Condor contends that the IFB was ambiguous regarding item 0004 in the initial year and in both option years. Section B of the IFB, entitled "Supplies/Services and Prices," stated:

"0004. Preparation of Meals for estimated 12 (300-Man) deployments per year. See Exhibit 11, Statement of Work.	<u>Est. Meals/Yr</u> 3600	<u>Unit</u> EA	<u>U/Price</u>
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Identical statements were made for each option year. Condor wrote in a price of \$1.55 under the "Unit" heading and filled in \$5,520 in the space provided under the "U/Price" heading. Condor contends that its bid was intended to mean a price of \$1.55 per meal and a total price of \$5,520 for all 3,600 meals estimated. Condor argues that it was misled by the IFB wording and, therefore, gave its "extended" total price in the space provided for its price per meal ("U/Price"). Thus, Condor contends that it should be permitted to correct its bid downward to reflect its true bid price per meal.

Insofar as Condor's protest is based on an ambiguity in item 0004 of the IFB, the protest is untimely since it is evident that the alleged ambiguity was apparent to Condor prior to bid opening and should have been protested at that time in accordance with section 20.2(b)(1) of our Bid Protest Procedures, 4 C.F.R. part 20 (1980). Somervell & Associates, Ltd., B-192426, August 18, 1978, 78-2 CPD 132.

Insofar as Condor is arguing that its bid should be corrected to reflect Condor's true total price for the item, the request is academic since the Navy has already made the requested correction in evaluating Condor's bid. This correction makes Condor the low bidder for the base year but not the low overall bidder when the option prices are considered, as required by the IFB. Accordingly, we will not consider this aspect of Condor's protest/request further.

Condor also protests because the "Evaluation of Options" clause of the IFB provided for evaluation of bids by adding total prices bid for all option quantities to the total prices bid for all basic quantities. Condor argues that "total prices" for item 0004 could not be added to the total prices for other items since the solicitation did not provide any "total price" space for item 0004.

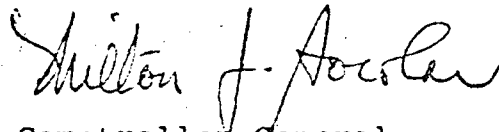
We cannot see how Condor was prejudiced by the actual evaluation. The Navy corrected Condor's bid and used \$5,580 as Condor's total extended price in this evaluation, and Condor admits that \$5,580 was its intended total price for item 0004. Therefore, Condor's bid was evaluated properly on an equal competitive basis with all other bids.

Finally, Condor argues that the "Evaluation of Options" clause of the IFB was improper since it effectively permits award to other than the low base year bidder. The clause reads:

"Bids and proposals will be evaluated for purposes of award by adding the total price for all option quantities to the total price for the basic quantities."

The issue of the propriety of the evaluation provision was filed after bid opening. To the extent this alleged defect was apparent from the face of the solicitation, this issue was untimely filed under section 20.2(b)(1) of our Bid Protest Procedures. See Somervell & Associates, Ltd., supra. In any event, we have approved similar evaluation formulas in previous protests so long as the effect--

as in this procurement--will be to award to the offeror proposing the lowest overall price for the evaluation period in question (here 3 years). See, for example, Burroughs Corporation, 56 Comp. Gen. 142 (1976), 76-2 CPD 472. Therefore, this situation is distinguishable from Worldwide Services, Inc., B-184321, February 18, 1976, 76-1 CPD 108, cited by the protester, in which the evaluation scheme did not guarantee that award would be made to the lowest overall bidder for the evaluation period (1 year) in question.



For the Comptroller General  
of the United States