

DECISION

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

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FILE: B-210285

DATE: Dec 29, 1983

MATTER OF: Pacific Coast Utilities Service, Inc.

DIGEST:

Second low bidder is not prejudiced where the low bidder created an ambiguity only as to price by adding an item to the bid schedule and agency requested that the bidder explain its bid after bid opening because bid remains low whether or not additional item is included in total price.

Pacific Coast Utilities Service, Inc. protests the award of a contract to Able Building Maintenance Co., under invitation for bids (IFB) No. N62474-82-B-3726, issued by the Navy for maintenance services at the Naval Post Graduate School, Monterey, California. Pacific argues that Able's bid is ambiguous and therefore nonresponsive since it included a separately priced bid item not provided for in the solicitation's bid schedule. We deny the protest.

The solicitation required a single lump-sum price for all the various maintenance services required. The solicitation schedule contained no other item for which separate prices were requested. Able inserted in its bid \$563,661 next to the single item in the schedule, labeled, "Price For The Entire Work, Complete In Accordance With Invitation For Bid N62474-82-B-3726." That firm also added an item no. 2 to the schedule, "400 hours @ \$12.75 per hour" along with a total price of \$5,100. Able's bid remained low even if the \$5,100 figure is added to its \$563,661 price. The agency states that it contacted Able which explained that the additional item was merely a "breakout" of the specification requirement for utility services for the clerical convenience of the Government. The contract was then awarded to Able.

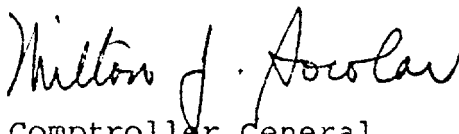
Pacific Coast argues that Able's addition of a bidding item not on the bid schedule made its bid ambiguous and thus nonresponsive. In this regard, the protester states that Able's bid made it clear that Able did not interpret all of the work as falling within schedule item no. 1 and

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therefore it is not clear from the bid whether it is offering to perform all of the required services. Further, Pacific Coast argues that the Navy improperly conducted discussions after bid opening in order to determine whether Able's bid was in fact responsive.

There is no merit to Pacific Coast's contention that Able's addition of a second item to the bid schedule rendered its bid nonresponsive. The additional item (utility services) was a required service under the solicitation so clearly its inclusion did not limit, reduce or modify Able's obligation to perform all the services required. See Compac-Cutting Machine Corp., B-195865, January 21, 1980, 80-1 CPD 60. The only question raised was whether Able's base price of \$563,661 included utility services or the additional \$5,100 price set forth in the schedule was intended as a "breakout" of a component part of the \$563,661 or intended to be added to that price. Since Able's bid is low under either interpretation Pacific Coast was not prejudiced by the agency's action in asking Able to explain its bid after opening. See Miller Disposal Services, Inc., B-205715, June 7, 1982, 82-1 CPD 543.

We deny the protest.

for 
Comptroller General
of the United States