

**DECISION**



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

**FILE:** B-211741

**DATE:** July 12, 1983

**MATTER OF:** James S. Jackson Co., Inc.

**DIGEST:**

Low bid was properly determined to be responsive where bidder stated in the Bid Bond form that the bid bond would be in the amount of ".20" percent of the bid price, instead of 20 percent as required by the IFB, because the only reasonable construction of the bid indicates that the bidder intended to submit a bid bond in the amount of 20 percent of the bid price.

James S. Jackson Co., Inc. (Jackson), protests the proposed award of a contract under invitation for bids (IFB) No. 516-053J by the Veterans Administration (VA) to Blossam Contractors, Inc. (Blossam), for renovation and demolition of a medical center.

We deny the protest.

Blossam was the apparent low bidder at \$14,150,000, and Jackson was the second low bidder at \$14,470,000. The IFB required that a bid bond of 20 percent accompany the bid. The Bid Bond, Standard Form 24, submitted by Blossam contained the following under the section entitled Penal Sum of Bond:

Percent of Bid Price	Amount not to Exceed
".20	3,000,000.00"

In the Bid Form, Standard Form 21, Blossam typed the following language in the appropriate spaces:

"ENCLOSED IS BID GUARANTEE CONSISTING OF Bid Bond, Standard Form 24, June, 1964 Edition IN THE AMOUNT of 20% of bid, not to exceed \$3,000,000"

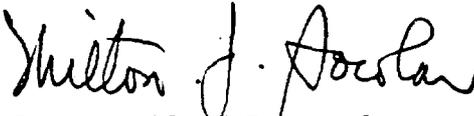
The VA determined the bid bond to be responsive as submitted, in spite of the notation on the Bid Bond form that the bid bond would be in the amount of ".20" percent of the bid price.

Jackson contends that Blossam's bid is nonresponsive because the notation that the bid bond is ".20" percent of the bid price does not comply with a material requirement of the IFB, that the bid bond be in the amount of 20 percent of the bid price. Jackson further argues that Blossam, by stating that its bid bond was in the amount of ".20" percent of the bid price, while elsewhere stating that the bid bond was "20% of bid, not to exceed \$3,000,000," has created an ambiguity.

We do not agree with Jackson's view that there are two reasonable interpretations of Blossam's bid, resulting in a fatal ambiguity. Rather, we find only one reasonable interpretation--Blossam's knowledge of and the requisite intention to be bound by the IFB requirement that it submit a bid bond in the amount of 20 percent of the bid price. While we recognize that Jackson's arguments for a second reasonable interpretation are theoretically plausible, that interpretation is unreasonable taking into account Blossam's bid in its entirety. See S&D Mechanical Contractors, B-209535, April 15, 1983, 83-1 CPD 411.

In our view, Blossam's statements in its Bid Bond form that its bid bond was in the amount of ".20" percent of the bid price, not to exceed "\$3,000,000," and in its Bid Form that its submitted bid bond was in the amount of "20% of bid, not to exceed \$3,000,000," can only mean that Blossam intended to submit a bid bond in the amount of 20 percent of the bid price. We further note that decimals are one way of expressing percentages and that, therefore, in any case, ".20" may be construed as 20 percent. Since we find that the reasonable interpretation of Blossam's bid was that it intended to submit a bid bond in the amount required by the IFB, we conclude that Blossam's bid was responsive.

Accordingly, the protest is denied.

for   
Comptroller General  
of the United States