

**DECISION**

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

**FILE:** B-219575 **DATE:** November 20, 1985  
**MATTER OF:** Brickwood Contractors, Inc.--Request for  
Reconsideration

**DIGEST:**

Original decision that protester unreasonably interpreted specification provision and that contracting agency, therefore, properly rejected its bid is affirmed where request for reconsideration does not demonstrate that decision was legally or factually incorrect. Fact that the specification provision was incorrectly punctuated does not mean that the specification was ambiguous.

Brickwood Contractors, Inc. (Brickwood), requests reconsideration of our decision in which we concluded that Brickwood's bid for painting services properly was rejected. Brickwood Contractors, Inc., B-217219, June 26, 1985, 85-1 CPD ¶ 723.

We affirm our decision.

After bid opening, Brickwood informed contracting personnel that it interpreted the IFB to require only one coat of paint for certain gypsum board line items. The agency, however, interpreted the IFB to require two or more coats of paint for these line items. The pertinent provision of the IFB required the application of at least two coats of simple interior paint to the following surfaces:

"Interior concrete masonry units concrete except concrete floors and textured ceilings, gypsum board, and asbestos cement board, unless otherwise specified."

Brickwood read this language as excepting gypsum board from the requirement for at least two coats, while the agency maintained that the only exceptions to the two-coat requirement were for concrete floors and textured ceilings.

In our decision, we held that the agency's interpretation was the only reasonable one since the exception to the two-coat requirement applied to concrete surfaces (confusingly described as interior concrete masonry units concrete), and it was clear from the IFB as a whole that gypsum board and asbestos cement board were not considered to be concrete. In light of the fact that Brickwood's bid was substantially below the government estimate and other bids, we found that the agency properly rejected the bid since acceptance of the bid would have been unfair.

Brickwood contends that our decision failed to consider that the contracting officer admitted that the provision was neither grammatically correct nor clear, and that an agency technical representative stated that the provision contained an error since only concrete floors, and not textured ceilings, were meant to be exempt from the multiple-coat requirement.

We agree that the provision was grammatically incorrect and unclear. The agency has conceded that the provision should have read:

"Interior concrete masonry units, concrete except concrete floors and textured ceilings, gypsum board, and asbestos cement board, unless otherwise specified."

So punctuated, the provision's exception to the multiple-coat requirement clearly applies only to concrete floors and textured ceilings.

That does not mean that the provision was ambiguous. An ambiguity exists only if the IFB is subject to more than one reasonable interpretation. Absent an ambiguity prejudicing bidders, the fact that the IFB was deficient in some way does not justify canceling the IFB after bid opening. Browning-Ferris Industries of the South Atlantic, Inc., et al., B-217073 et al., Apr. 9, 1985, 85-1 CPD ¶ 406.

It was and still is our conclusion that the questioned provision has only one reasonable interpretation regarding the number of coats required for gypsum board, notwithstanding the lack of clarity as to the description of concrete surfaces to which the exception for floors and textured ceilings applied. As noted in our decision, in another provision, the IFB listed asbestos cement surfaces

and gypsum board surfaces as distinct from concrete. Consequently, the exceptions that followed concrete in the above-quoted provision could not reasonably be interpreted to include gypsum board. Another clear indication that the exemption applied only to concrete floors and ceilings was the fact that immediately preceding the above-quoted provision were specifications for only concrete floors and ceilings. These specifications stated that concrete floors required two coats of a special paint for such floors, and that ceilings required one coat of a different paint especially for that surface.

Regarding the technical representative's alleged statement that only concrete floors and not textured ceilings were meant to be exempt from the multiple-coat requirement, we fail to see how the "intended" meaning regarding the floors and textured ceilings affects the reasonableness of Brickwood's interpretation that the provision required only one coat for gypsum board.

In short, we find that Brickwood has failed to present any basis warranting the modification or reversal of our prior decision. See Feinstein Construction, Inc.--Request for Reconsideration, B-218317.2, July 15, 1985, 85-2 CPD ¶ 49.

The prior decision is affirmed.

*Harry R. Van Cleve*

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General Counsel