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## DECISION



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

FILE: B-222091

DATE: March 26, 1986

MATTER OF: McGrail Equipment Company, Inc.

### DIGEST:

1. The presence, in two otherwise identical copies of a single bid, of two conflicting acceptance periods, one conforming to the period specified by the government and the other nonconforming, renders the bid ambiguous, since the two copies are to be read together as a single document for the purpose of determining responsiveness. Where a bid is subject to two reasonable interpretations, under one of which it is nonresponsive, it must be rejected.
2. A bidder may not correct a bid containing a nonconforming acceptance period after bid opening, since a nonresponsive bid may not be cured through the mistake-in-bid procedures.

McGrail Equipment Company, Inc., protests the award of a contract to Marrc Corporation under invitation for bids (IFB) No. DAAJ09-85-B-0070, issued October 1, 1985 by the United States Army Aviation Systems Command, St. Louis, Missouri, for helicopter rotor blade containers. McGrail contends that the Army improperly rejected its bid as nonresponsive.

We deny the protest.

The IFB required that all bids reflect a minimum 90-day acceptance period and specifically stated that a bid providing less than the minimum would be rejected as nonresponsive. McGrail submitted two copies of its bid as required by the solicitation: in one the firm offered the required 90-day acceptance period by leaving blank the space provided to insert a longer period; in the other, the firm inserted "60" in pencil in this space. Both copies contained original signatures, and except for the bid acceptance period, were identical. The Army rejected McGrail's bid as nonresponsive because it read the two

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copies as a single ambiguous bid and, therefore, refused McGrail's subsequent request for correction under the mistake-in-bid procedures.

McGrail states that it inadvertently forwarded a file copy of the bid to the contracting officer as one of the two required copies of its bid, and argues that it should have been allowed to correct its erroneous insertion of the number "60" in the bid acceptance period clause of that file copy. McGrail further contends that its bid is not ambiguous, since the Army's interpretation that it intended to allow a 60-day acceptance period is not reasonable, given the fact that the solicitation only permitted bidders to propose a longer period than the minimum 90 days and specifically stated that bids providing less than the minimum would be rejected. The protester also argues that its signing of an October 17 amendment extending bid opening indefinitely reinforces its contention that the Army could not reasonably read its bid as intending to curtail the required acceptance period. (The Army ultimately opened bids on December 31.)

We do not agree with McGrail that it should have been allowed to correct its bid under the mistake-in-bid procedures. A bidder's failure to meet a solicitation requirement for a minimum acceptance period renders the bid nonresponsive, and a nonresponsive bid may not be corrected. Legeay, Inc., B-218307, Mar. 22, 1985, 85-1 CPD ¶ 338.


We agree with the Army that the two copies of McGrail's bid should be read as a single document. The solicitation called for submission of an original and one copy of the bid. The protester, by its own admission, did not intend to submit alternative bids, one with a shorter acceptance period than the other: McGrail states that it intended to submit the required two copies of its single bid. Nowhere, however, did McGrail indicate which was to be the original and which the copy, or that one was to take precedence over the other.

McGrail's allegation that it would not be rational for a bidder deliberately to provide less than the required minimum acceptance period does not negate the fact that McGrail offered 60 days, rather than the required 90 days, in one of the two copies it submitted. The solicitation specifically provided for rejection of a bid in such a case.

See Legeay, Inc., supra. McGrail's acknowledgment of an amendment extending bid opening indefinitely relates only to the firm's legal obligation to meet the government's needs, as identified in the amended solicitation, if its bid is accepted, Eugene Ricciardelli, Inc., B-212871, Nov. 30, 1983, 83-2 CPD ¶ 640, and does not resolve the ambiguity.

We find that the Army properly concluded that McGrail's submission was subject to two reasonable interpretations, one of which was nonresponsive, and correctly rejected the bid as ambiguous. See Union Metal Mfg. Co., Electrolite Division, B-219161, Nov. 2, 1982, 82-2 CPD ¶ 402. To hold otherwise would be prejudicial to other bidders, since it would permit the bidder creating the ambiguity to select, after bid opening, the interpretation to be adopted. National Oil & Supply Co., Inc., B-198321, June 20, 1980, 80-1 CPD ¶ 437.

The protest is denied.

  
for Harry R. Van Cleave  
General Counsel