



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Precise Metal Parts Company
File: B-224788
Date: January 5, 1987

DIGEST

Where a solicitation requires a 60-calendar day bid acceptance period and in response to this requirement, bidder inserts the words "As per quote," bid is properly rejected as nonresponsive since it is not clear as to the acceptance period being offered and a bid which does not offer to comply with a solicitation's material requirements must be rejected.

DECISION

Precise Metal Parts Company (Precise) protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DAAB07-86-B-K333, issued by the Department of the Army. The bid was rejected because the Army could not determine whether precise had offered a bid acceptance period of not less than 60 calendar days as required by the IFB.

We deny the protest.

The IFB was issued on July 28, 1986. Precise submitted a bid, dated August 5, on its own 2-page "Quotation" form. That bid was inadvertently opened and upon discovery of the error, the envelope was resealed and sent to the bid reception room. The record indicates that the contract specialist telephoned Precise and advised the firm that "to properly submit their offer, they must return the Government's solicitation properly executed in order to be considered responsive."

Thereafter, Precise submitted a second bid, dated August 11, on the bid forms issued by the Army. At bid opening, the Army opened and considered both bids. The August 5 bid was found nonresponsive because several preprinted conditions on the Precise "Quotation" form conflicted with the terms of the solicitation. In addition, the August 5 bid offered a bid acceptance period of 15 days rather than the 60 days required by the IFB.

The August 11 bid was rejected as nonresponsive because it also did not provide a minimum acceptance period of 60 calendar days as specified in the IFB. In the space provided, precise inserted the words "As per quote" and the Army concluded that this language created an ambiguity as to Precise's intention. The Army found that the words "As per quote" could reasonably refer to the 15 day acceptance period specified in the August 5 bid and because of this ambiguity the bid was rejected.

Precise contends that its August 11 bid was responsive and points out that the Army's bid abstract shows that contracting officials recorded the August 11 bid as offering an acceptance period of 60 calendar days. Also, precise asserts that its August 11 bid was meant to replace its first bid and that the Army should not consider the August 5 bid in making this determination. Precise maintains that the two bids are entirely separate and, since the August 11 bid offered to provide the minimum acceptance period required, it should not have been rejected.

A bidder's failure to meet a solicitation requirement for a minimum bid acceptance period renders the bid nonresponsive and a nonresponsive bid may not be corrected. McGrail Equip. Co., B-222091, Mar. 26, 1986, 86-1 CPD ¶ 293. To be responsive a bid, as submitted, must represent an unequivocal offer to perform the exact thing called for in the solicitation such that acceptance of the bid would bind the contractor to perform in accordance with the solicitation's material terms and conditions. Int'l Shelter Sys., Inc., B-220750, Oct. 17, 1985, 85-2 CPD ¶ 421.

In our view, Precise's August 11 bid is, at best, ambiguous as to whether Precise was offering a bid acceptance period of at least 60 calendar days as required. Under the IFB, a 60 day acceptance period was presumed unless a different period was inserted by the offeror. The words "As per quote" appear to refer the agency to the prior quotation to ascertain the acceptance period offered by Precise. Although Precise argues that its August 5 bid should be disregarded, the question still remains as to what was intended by that phrase and we disagree with Precise that it can only be interpreted to mean that a 60 calendar day acceptance period was offered. While the words "As per quote" might be read to refer to the 60 calendar day requirement in the IFB, the fact remains that another reasonable interpretation is possible, that is, "as per quote" referred to the August 5 quotation.

Since it is not clear as to whether the minimum acceptance period was being offered, Precise's bid was properly rejected as ambiguous. Moreover, while Precise asserts that it would be illogical to provide less than a 60-day acceptance, we point out that precise's August 5 bid in response to this solicitation contained a 15-day bid acceptance period as well as several other clauses which conflicted with the IFB.

The protest is denied.

for *Raymond E. Van Cleve*
Harry R. Van Cleve
General Counsel