



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Toolmate, Inc.
File: B-224804.2
Date: February 4, 1987

DIGEST

Fact that protester may have meant to bid on a basis other than that reflected in the bidding documents is irrelevant to the award decision, since a firm's bidding intent must be determined solely from those documents.

DECISION

Toolmate, Inc., protests the award of line item No. 35 to a higher bidder under invitation for bids (IFB) No. FCEN-ST-A6115-S-7-1-86, issued by the General Services Administration (GSA) for retaining ring pliers. The protest is related to an earlier protest filed by the firm under the same solicitation, which we denied in our decision in Toolmate, Inc., B-224804, Dec. 19, 1986, 86-2 C.P.D. ¶ ____.

We dismiss the current protest pursuant to our Bid Protest Regulations, 4 C.F.R. § 21.3(f) (1986).

The IFB included 35 line items, each corresponding to a particular kind of plier, and contemplated the item-by-item award of firm, fixed-price indefinite quantity requirements contracts. To prevent the award of contracts in excess of a contractor's production capacity, the IFB stated an estimated peak monthly requirement (EPMR) for every plier; the highest EPMR was 4,000 units for line item No. 17. To receive an award, a firm had to bid the lowest price for the item and furnish a statement of monthly supply potential (MSP) equal to or greater than the government's EPMR for the applicable item or group of items. In this respect, the IFB urged a bidder to bundle as many items or groups of items as possible in setting its MSP. Bidders were given the option of filling in an MSP schedule providing their respective MSP limitations or leaving the schedule blank, in which case the MSP would be 125 percent of the government's EPMR for the particular item or group of items. For example, if a firm left the MSP schedule blank it would have been indicating an MSP of 5,000 units for line item No. 17.

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Toolmate elected to fill in the MSP schedule as follows, with the bidder's entries in brackets.

"ITEMS OR GROUPS OF ITEMS	OFFEROR'S MONTHLY SUPPLY POTENTIAL
[SEE ATTACHED	
[LIST]	[10,000]

Toolmate's attached list consisted of a sheet of paper entitled "G.S.A. SNAP RING PLIERS QUOTE" with the subheading "ITEM NUMBER," under which Toolmate listed 24 item numbers.

GSA interpreted Toolmate's submission as a single overall limitation applicable to all 24 items collectively, i.e., GSA understood that Toolmate's plant could only produce a maximum of 10,000 items per month. As a result, even though Toolmate was the low bidder on 21 line items, GSA awarded Toolmate a contract for only 3 items bid, not including line item No. 35, which in combination had an aggregate EPMP of 10,000 units.

Toolmate initially protested that the only reasonable interpretation of its bid was that Toolmate's MSP was 10,000 units for each of the 24 listed line items. We agreed with GSA's reading of Toolmate's bid, however, and we denied the protest in our December 19, 1986, decision.

Toolmate notes in its current protest that GSA did not award a contract for line item No. 35 until after we issued our decision. Toolmate argues that before awarding that contract it should have been clear to GSA, by virtue of the earlier bid protest proceedings, that Toolmate in fact had intended to indicate an MSP of 10,000 units for each of the 24 line items for which it competed, and had the capacity to furnish 10,000 units of line item No. 35 as well as the items already awarded. On that basis, Toolmate argues it was entitled to a contract for line item No. 35 since it was the low bidder.

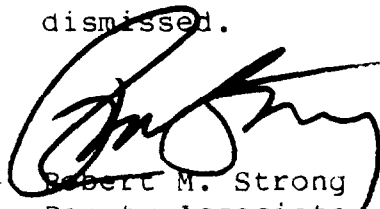
There is no legal merit to the protest. We stated in our prior decision:

"... there simply is nothing on the face of the bid to indicate that Toolmate did not intend to limit its total liability to 10,000 units per month. The MSP schedule asked for a monthly plant capacity figure, and Toolmate provided a single unambiguous figure applicable to a group of 24 line items. If Toolmate had not intended to bid a

limited production capacity of 10,000 units and instead desired to indicate its ability to meet the EPMR for all 24 line items, it could have left the MSP schedule blank. Given the structure and instructions of the invitation, we do not think it unreasonable to assume Toolmate intended to bid on any combination of the 24 listed items that had an aggregate MSP of 10,000 units or less."

A firm's intention in terms of the basis for its bid must be determined solely from the bidding documents. See Harnischfeger Corp., B-224371, Sept. 12, 1986, 86-2 C.P.D. ¶ 296. Thus, the fact that post-bid opening events or explanations show that a firm actually may have intended something other than that reflected in the bid is irrelevant in terms of whether or to what extent the bid might be acceptable. Cf. Meyer Tool and Mfg., Inc., B-222595, June 9, 1986, 86-1 C.P.D. ¶ 537 (concerning bid responsiveness). Since we agreed with GSA that Toolmate's bid indicated an intent to limit the firm's total liability under the contract to 10,000 units per month, the fact that after bidding Toolmate said it did not mean to do so simply does not provide a basis on which to disregard Toolmate's actual bid.

Accordingly, GSA properly limited award to Toolmate to line items with an aggregate EPMR of 10,000 units. The protest of award of line item No. 35 to another firm therefore is dismissed.



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General Counsel