



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: RG & B Contractors, Inc.--Request for
Reconsideration
File: B-225260.4; B-225260.5
Date: April 20, 1987

DIGEST

Request for reconsideration is denied where protester fails to specify any errors of law made or information not previously considered which would warrant reversal or modification of that decision.

DECISION

RG & B Contractors, Inc., requests reconsideration of our decision in Alaska Mechanical, Inc., B-225260.2, Feb. 25, 1987, 87-1 C.P.D. ¶ , in which we sustained Alaska Mechanical, Inc.'s (AMI), protest against the rejection of its low bid as nonresponsive by the United States Coast Guard under invitation for bids (IFB) No. DTCG35-86-B-60040, for repair work. RG & B contends that AMI's bid contained an ambiguity, which should have rendered the bid nonresponsive.

We deny the request for reconsideration.

The IFB was issued on August 20, 1986, with a minimum bid acceptance period of 60 calendar days, as provided for in blocks 13 and 17 of the bid form, Standard Form 1442. Amendment No. 0003 to the IFB changed, among other things, the minimum bid acceptance period to 90 calendar days. Although AMI acknowledged amendment No. 0003, because it had inserted 60 calendar days as the acceptance period in its original bid, the Coast Guard rejected the bid as nonresponsive for containing an ambiguity.

In its protest to our Office, AMI contended that it demonstrated its intent to comply with the 90-day acceptance period by acknowledging the amendment, and that its bid should have been considered responsive in accordance with our decision in Walsky Construction Co., et al., B-216571 et al., May 17, 1985, 85-1 C.P.D. ¶ 562. We sustained AMI's protest because AMI had acknowledged amendment No. 0003 without taking exception to any of its terms. We found that AMI's

insertion of 60 days in the original bid form showed compliance with the bid acceptance period initially desired by the Coast Guard and that by acknowledging amendment No. 0003, AMI indicated its acceptance of the new terms contained therein, including the new 90-day bid acceptance period. Therefore, we recommended award to AMI, if otherwise proper.

RG & B was the second low bidder on the contract. Initially, when bids were opened, RG & B protested award to AMI with our Office because it argued that AMI's insertion of 60 days in its bid and acknowledgment of amendment No. 0003 created an ambiguity in the bid which rendered it nonresponsive. However, after the Coast Guard elected to reject AMI's bid as nonresponsive and following AMI's subsequent protest to our Office, RG & B conditionally withdrew its protest. In view of our decision sustaining AMI's protest, RG & B requests that we reopen its original protest and reconsider our decision. The Coast Guard has awarded the contract to AMI and is continuing performance in the face of the protest.

In its request for reconsideration, RG & B focuses on the fact that AMI not only acknowledged amendment No. 0003, but also inserted 60 days in block No. 17 of Standard Form 1442 which states that "The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due." Therefore, RG & B contends that whether AMI intended to be bound by the 90-day bid acceptance period is immaterial because the fact remains that the evidence presented in the bid shows that AMI could be permitted to withdraw its bid in 60 calendar days, since it failed to change its bid acceptance period of 60 days. RG & B argues that at a minimum there is an ambiguity in the bid acceptance period and that in Cardkey Systems, B-220668, Jan. 29, 1986, 86-1 C.P.D. ¶ 105, we held that if a bid is responsive under one interpretation of an ambiguity, but nonresponsive under another, the bid is nonresponsive.

While RG & B accurately states our rule concerning an ambiguity which renders a bid nonresponsive, our rule is based on a finding of ambiguity in the first place. An ambiguity in a bid means that it is subject to two reasonable interpretations. See Cardkey Systems, B-220668, supra. Our decision was premised on the conclusion that it was only reasonable to conclude that AMI intended to comply with the 90-day bid acceptance period. This is consistent with our decision in Walsky Construction Co., et al., B-216571 et al.,

supra, which recognizes that although it could be argued that bidders were offering the shorter acceptance period, we believed it was only reasonable to conclude that AMI intended to comply with the 90-day acceptance period. Therefore, we did not find that the bid contained the type of ambiguity which was subject to two reasonable interpretations so as to render the bid nonresponsive.

Since RG & B has not specified any errors of law made or information not previously considered in our prior decision, we deny the request for reconsideration.

Milton J. Jorlar
for Comptroller General
of the United States