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Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Hamilton Products Group, Inc.

**File:** B-237338

**Date:** January 25, 1990

### DIGEST

1. Protest that statement in a bid which was low on two of nine line items under a solicitation permitting multiple awards improperly qualified the bid is denied where the only reasonable interpretation of the statement is that it qualified bid items, other than the two, upon which the award was based.

2. A protester has no standing to claim an error in a competitor's bid, since it is the responsibility of the contracting parties--the government and low bidder--to assert rights and present the necessary evidence to resolve mistake questions.

### DECISION

Hamilton Products Group, Inc., protests the proposed award of two contract line items to Inter Innovation LeFebure, under invitation for bids (IFB) No. DAKF19-89-B-0090, issued by the Department of the Army for furnishing and installing modular security vaults and doors. Hamilton contends that LeFebure's bid should be rejected because that firm improperly qualified its bid and because the bid also contains an obvious mistake.

We deny the protest in part and dismiss it in part.

The solicitation contains nine line items for the furnishing and installing of modular security vaults and vault doors at several locations. Line items 0001 through 0005 are for the furnishing and installing of the vaults, and line items 0006 through 0009 are for the corresponding vault doors. The solicitation provides for single or multiple awards, depending on which alternative results in the lowest overall cost to the government. The solicitation contains a \$250 evaluation cost for multiple awards.

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LeFebure, which bid on all nine line items, submitted the low evaluated price for line items 0001 and 0004, pertaining to the furnishing and installation of vaults. LeFebure was not low on any of the line items--0006 through 0009--pertaining to the vault doors. The agency intends to award line items 0001 and 0004 to LeFebure.

Hamilton first argues that LeFebure qualified its bid and as such is ineligible for any award under this solicitation. In this regard, on LeFebure's bid next to its prices for contract line items 0006 through 0009 there is a double asterisk. The asterisks refer to a statement on the bottom of the page which provides that "ITEMS #6,7,8 & 9 OFFERED ONLY IN AGGREGATE WITH ITEMS #1,2,3,4 & 5." Hamilton contends that by this statement, LeFebure qualified its bid by offering to furnish vault doors (items 0006 through 0009) only with the corresponding vaults (items 0001 through 0005) and, conversely, vaults only with the corresponding vault doors. Hamilton concludes that because of the qualifying statement in LeFebure's bid, the Army cannot "break LeFebure's bid apart" and make award to LeFebure on line items 0001 through 0004 for the installation of vaults, when LeFebure was not low on line items 0006 and 0008, pertaining to the corresponding vault doors.

The Army agrees that LeFebure qualified its bid, but just to the extent that it offered to furnish vault doors only if it was going to receive an award for the corresponding vaults.

We agree with the agency. First, we note that the asterisks only appear next to the prices for vault doors. It is our view that the qualifying statement is thus meant to apply only to the bids for the vault doors. Most important, we conclude that the qualifying statement itself is clear. It provides simply that the bids for vault doors are to be considered only in conjunction with the bids for the corresponding vaults. Any attempt to read the statement as also providing the converse, as the protester argues, is not in our view reasonable.

Hamilton next argues that there is a mistake in LeFebure's bid for line item 0004 in that it fails to account for the cost of installing the corresponding vault doors as required by the solicitation. The protester, however, does not argue that but for the alleged mistake its bid under line item 0004 would be low. Further, we have held that a protester has no standing to claim an error in a competitor's bid since it is the responsibility of the contracting parties, here the agency and LeFebure, to assert rights and present the necessary evidence to resolve mistake questions.

Sabreliner Corp., B-231200, Aug. 31, 1988, 88-2 CPD ¶ 194.  
We, therefore, dismiss the argument.

Accordingly, the protest is denied in part and dismissed in part.

*for* Andrew T. Pogany  
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General Counsel