

DECISION



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

10,450

FILE: B-192994

DATE: June 22, 1979

MATTER OF: Palmer and Sicard, Inc.

DIGEST:

DLG 1900

1. Provisions of invitation for bids (IFB) are ambiguous only where two or more reasonable interpretations are possible. Therefore, IFB which required bidders to submit alternate bids on progressively smaller quantities of work is not made ambiguous by accompanying drawings which refer to "bid options" since bid items were defined by terms of IFB bid form and it was clear drawings merely contemplated different type of bidding format than that ultimately used.
2. IFB which failed to pinpoint location of electrical panel boards and to diagram power wiring required to be removed was sufficiently detailed to permit competitive bidding since exact location of panel boards and wiring to be removed could have been determined by visiting work site.
3. Allegation that contractor should be able to determine every detail of "scope and extent" of work from IFB documents alone is without merit since Government is not always able to draft precise specifications. Where contract involves renovation of existing air conditioning system it would not be reasonable to require Government to expend great sums of money to draft specifications which would eliminate any need for contractor to visit site in order to prepare bid.

[ALLEGATION THAT IFB WAS
Ambiguous]

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Palmer and Sicard Incorporated (Palmer & Sicard) has protested the Veterans Administration's (VA) *AGC00016* failure to clarify certain drawings and specifications contained in invitation for bids (IFB) No. 608-11-84. Palmer & Sicard maintains that the IFB drawings and specifications were so indefinite and ambiguous that competitive bidding was impossible.

On August 11, 1978, the VA issued an IFB for the installation of a replacement air conditioning and ventilation system in the clinical laboratory, pulmonary unit, and the isolation rooms on the third, fourth and fifth floors of the VA hospital in Manchester, New Hampshire. Under the terms of the IFB bid form bidders were required to bid on four alternate items as defined by the General Requirements section of the IFB. Item 1 required the replacement of the air conditioning system in all of the areas set forth above, while items 2, 3, and 4 required the bidder to delete certain portions of the work required under item 1. Specifically, item 2 deleted the isolation rooms on the third floor, item 3 deleted the isolation rooms on the third and fourth floors, and item 4 deleted the isolation rooms on the third, fourth, and fifth floors. The IFB was designed to permit VA to award less than the full amount of the work if sufficient funds were not available to award the full amount.

Although the IFB bid form contained four alternate bid items, the drawings accompanying the IFB contained no reference to alternate bid items. Rather, the drawings designated certain work "bid option" "A," "B," "C," or "D." The installation of air conditioning and ventilation systems in the third, fourth and fifth floor isolation rooms were designated bid options C, B, and A respectively.

In addition to the apparent discrepancy between the alternate bid items listed on the bid form and the "bid options" contained in the drawings, certain drawings required the contractor to visit the site to determine the scope of the work to be performed. For instance, Note 1 of Drawing 1-E-1, the electrical

drawing for the air conditioning system for the clinical laboratory, required that the contractor visit the site to coordinate with the resident engineer the location of the electrical panels where the wiring was to terminate. Similarly, Note 1 of Drawing 1-E-3, the electrical drawing for the pulmonary unit and the isolation rooms on the third, fourth and fifth floors, required the contractor to coordinate the location of the electrical panels for the wiring. Additionally, a note in Drawing 1-E-2 required the contractor to remove the power wiring for the existing chilled water system in the equipment room of the clinical laboratory. The actual wiring to be removed was not indicated on Drawing 1-E-2 or any other drawing.

Palmer & Sicard maintains that the IFB drawings and specifications were ambiguous and were so indefinite that competitive bidding was impracticable. Palmer & Sicard asserts that a contractor bidding on the work would not be able to ascertain the "scope and extent" of work required by the IFB without conducting a site visit and extensive measurements. The protester further asserts that any bidder should be able to prepare a bid from the IFB documents alone and not have to make a site visit in order to do so. Finally, Palmer & Sicard argues that the low bid of \$260,000 when compared to the Government estimate of \$100,000 to \$120,000 establishes that the IFB was defective.

The VA denies that the IFB specifications were ambiguous or so indefinite as to preclude competitive bidding. The VA asserts that any confusion as to what was required under the IFB could have been eliminated by a visit to the site in accordance with the IFB specifications. Additionally, VA maintains that "any minor discrepancies that may exist, such as alpha versus numerical designations for certain deductible bid items [were] insufficient to warrant the alleged confusion on the part of" Palmer & Sicard. In support of this position, VA has forwarded letters from two contractors, including the proposed awardee, and the architect-engineer which prepared the drawings

and specifications stating that the IFB specifications and drawings were in sufficient detail to permit competitive bidding. Accordingly, VA urges that the protest be denied.

We agree with VA that the IFB specifications and drawings were not ambiguous and were sufficient for competitive bidding purposes.

An ambiguity in a legal sense exists only where two or more reasonable interpretations of the IFB requirements are possible. Chemical Technology, Inc., B-190619, May 9, 1978, 78-1 CPD 349. Although from a superficial reading it would appear the IFB was ambiguous since the drawings referred to "bid options" while the bid form made reference to deductible bid "items," upon examination we do not believe this discrepancy rendered the IFB ambiguous. Item 1 as defined by paragraph GR-2 of the IFB required the contractor to replace the existing air conditioning system of the clinical laboratory, pulmonary unit and the third, fourth and fifth floor isolation rooms in accordance with various drawings. Although items 2, 3, and 4 were not defined in the General Requirements section, they were defined in the bid form. Specifically, as mentioned previously, item 2 deleted all work for the air conditioning system on the third floor isolation room, item 3 deleted all work for the air conditioning system on the third and fourth floor isolation rooms and item 4 deleted all work for the air conditioning system on the third, fourth and fifth floor isolation rooms.

Inasmuch as item 1 was defined by the IFB as that work required by certain drawings accompanying the IFB, and items 2, 3, and 4 were defined by their own terms on the bid form, we fail to see how references to "bid options" in the drawings rendered the IFB requirements ambiguous. The drawings merely contemplated a different type of bidding format than that ultimately used. A bidder preparing a bid could have reasonably interpreted the IFB requirements in only one way: Bids were to be submitted on replacing the air conditioning system for the clinical laboratory,

pulmonary unit, and the third, fourth, and fifth floor isolation rooms in accordance with the specified drawings, as well as on increasingly smaller quantities of work.

We also fail to see how the IFB's failure to specifically pinpoint the exact location of the electrical panel boards or diagram the power wiring to be removed rendered the IFB defective. Here, any bidder wishing to submit a bid under the IFB would have been able to determine the exact location of the electrical panel boards as well as what wiring was to be removed by visiting the site. Consequently, we believe that the IFB documents, when coupled with a site survey, were sufficiently detailed to permit competitive bidding.

In so holding, we reject Palmer & Sicard's assertion that a bidder should be able to determine every detail of the "scope and extent" of work to be performed from the IFB documents alone. While it would have been preferable for the IFB drawings to have indicated the location of the panel boards and diagram the power wiring to be removed, the failure of the IFB to do so did not render the IFB defective. In this regard we note that it is not always possible for an agency to draft precise specifications. See Cosmos Engineers, Inc., B-187457, March 31, 1977, 77-1 CPD 222. Where, as here, the contract involves renovation work, we do not believe it would be reasonable to require an agency to expend great sums of money to draft specifications which would eliminate any need for a bidder to visit the site in order to prepare a bid. See Cosmos Engineers, supra.

Finally, Palmer & Sicard's allegation that the low bid of \$260,000 for all the work when compared to the Government estimate of \$100,000 to \$124,000 establishes that the specifications were deficient is without merit. VA has advised us that the discrepancy resulted from an increase in the scope of work after the estimate was prepared and from overall

inflation. We thus find ^{was found} no basis for viewing the
specifications as deficient.

The protest ^{is} ~~as~~ denied.

Milton J. Fowler

Acting Comptroller General
of the United States