



DECISION

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

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FILE: B-194150 DATE: March 23, 1979

MATTER OF: State Mutual Book &
Periodical Service Ltd.

DIGEST:

DLG 01382

1. Where invitation for bids (IFB) required bidders to submit a single discount as percentage, bidder's submission of "0-25%" [discount renders bid nonresponsive for failure to submit a definite fixed price]
2. Where a bid is ambiguous and subject to two reasonable interpretations, under one of which bid would be responsive and under other nonresponsive, rejection of bid is required.

State Mutual Book and Periodical Service Ltd. (State Mutual) protests award of a contract under invitation for bids (IFB) No. N00140-79-B-6170, issued by the Navy Regional Procurement Office, Philadelphia. The IFB was for an indefinite quantity type contract for the purchase of domestic library books as required by the Naval War College, Newport, Rhode Island to be priced on the basis of Publisher's List Price less discount. DLG 01383

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The IFB contained no specific list of titles to be ordered (5 sample titles were specified as an indication of the types of books which would be ordered) and consequently there were no estimated quantities specified. Thus, the sole item to be bid was the discount. In addition, only a single blank space was included in the invitation for the insertion of the discount. Given these circumstances, we believe it reasonable to conclude that only one discount figure was permissible. The contracting officer rejected State Mutual's bid as being nonresponsive because State Mutual offered a discount of "0-25%". For the reasons stated below, we find that the rejection of State Mutual's bid was proper.

The question of the responsiveness of a bid concerns whether a bidder has unequivocally offered to provide

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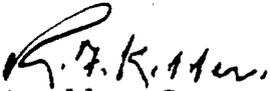
the requested items in conformance with the material terms and specifications of the invitation at a fixed price. Thus, the submission of a bid offering a range of discounts from 0 to 25 percent makes evaluation of the bid impossible and renders the bid nonresponsive for failure to offer a definite, fixed price. M. A. Barr, Inc., B-189142, August 3, 1977, 77-2 CPD 77.

The IFB did, however, contain the following provision:

"The prices to be paid for the books to be furnished shall be the publisher's lowest current price, less the applicable discount set forth herein. The Government recognizes that the contractor will not be capable of providing a discount in all cases. Orders placed with the U.S. Government Printing Office are cited as examples of contractor acquisition at list price. The contractor will advise the Naval War College in those specific cases where no discount is possible. Such notification will occur at the time of order placement by the Naval War College." (Emphasis added.)

In view of the above provision, it is conceivable that State Mutual intended the notation "0-25%" to mean "0" or no discount in cases where no discount is possible, as in the example cited by the IFB of orders placed with the Government Printing Office, and "25%" in all other cases. Under this interpretation the bid would be responsive. However, where a bid is subject to two reasonable interpretations, under one of which it would be responsive and under the other nonresponsive, we have consistently required the rejection of the bid. M. A. Barr, Inc., supra. Certainly, the contracting officer's interpretation that State Mutual offered a range of discounts is reasonable.

The protest is summarily denied.


Deputy Comptroller General
of the United States