

Mr. Golde,

17263

**DECISION**



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

FILE: B-200581

DATE: March 6, 1981

MATTER OF: Bill Strong Enterprises, Inc.

*[Protest Alleging Improper Bid Evaluation]*  
DIGEST:

Where protester's bid indicates discrepancy in unit and extended prices, and either price reasonably could have been intended, agency may not rely on bidder's confirmation of bid since permitting bidder to elect between two prices only one of which will result in award to bidder, after competitor's bid prices were revealed, allows bidder unfair advantage contrary to principles of competitive bidding.

Bill Strong Enterprises, Inc. (Strong), protests the award to another bidder under invitation for bids (IFB) No. F45613-80-B0027, issued by the Fairchild Air Force Base (Air Force), for rehabilitation of kitchens.

The IFB requested unit and total prices for seven categories of work. Strong submitted initial unit and total bid prices which were subsequently modified in response to the issuance of two amendments. This mailgram modification, in addition to increasing and decreasing various unit prices, stated that "these changes increase total bid by \$29,524.00."

When bids were opened, examination of Strong's modification together with the original bid revealed that the sum of the unit prices did not equal the total bid, consisting of the original bid of \$423,689 plus the additional \$29,524 stated in the mailgram. This total bid price was \$453,213. The sum of the unit prices as modified actually decreased the original bid price of \$423,689 to \$414,238. The total based on unit prices (\$414,238) made Strong the low bidder, while the total modified price (\$453,213) resulted in Strong being second low bidder.

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*Bidder errors*

The Air Force requested Strong to confirm its bid or support any alleged mistake in bid. By mailgram Strong confirmed its bid of \$414,238, but provided no evidence to support its position that this was its intended bid.

Strong contends that it clarified and verified its bid as requested by the Air Force, that nothing further was required, and it is entitled to award. It also refers to the solicitation provision which provides that unit prices govern if there is a discrepancy between unit and total prices.

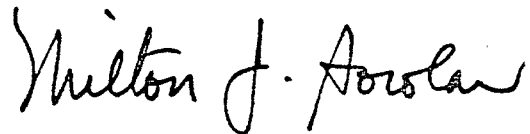
We believe the Air Force properly evaluated Strong's bid.

We have permitted the correction of either the unit or extended price where the discrepancy admits to only one reasonable interpretation ascertainable from reference to the Government estimate, the range of other bids, or the contracting officer's logic or experience. G. S. Hulsey Crushing, Inc., B-197785, March 25, 1980, 80-1 CPD 222. There is no evidence of this nature which provides a basis for ascertaining the cause of the discrepancy between the unit and extended prices.

However, as in this case, the agency may not rely on the bidder's confirmation of the bid where both unit and extended prices reasonably could have been intended. 51 Comp. Gen. 283, 287 (1971); G. S. Hulsey Crushing Co., supra. To hold otherwise would permit the bidder to gain an unfair advantage over the other bidders by allowing the bidder discretion, after competitor's bid prices are revealed, to choose between a bid price which results in award to him as low bidder and a bid price which places him second in line for award. See, RAJ Construction, Inc., B-191708, March 1, 1979, 79-1 CPD 140; 39 Comp. Gen. 185 (1959). This rule is applicable, even though the solicitation includes a provision for resolving the discrepancy between the unit and the extended prices in favor of one or the other. Cf., 51 Comp. Gen. 283 (1971); RAJ Construction, Inc., supra; Value Precision, Inc., B-191563, August 7, 1978, 78-2 CPD 97. We believe the preservation of fairness in the competitive bid system precludes giving a bidder the right to make such an election after

the results of the bidding are known. 51 Comp. Gen. 498 (1971); 50 Comp. Gen. 497 (1971); 39 Comp. Gen. 185, supra.

The protest is denied.

A handwritten signature in dark ink, reading "Milton J. Aroslan". The signature is fluid and cursive, with the first name "Milton" and last name "Aroslan" being more prominent than the middle initial "J".

Acting Comptroller General  
of the United States