

117158

20387

Prater

DECISION



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

FILE: B-204554

DATE: December 28, 1981

MATTER OF: Miama Corporation

DIGEST:

Bid which contains an inconsistency between item prices and total bid price which gives rise to two bid price interpretations must be rejected as ambiguous since under one interpretation it would not be low.

Miama Corporation protests action taken by the United States Property and Fiscal Office (USPFO), Colorado, National Guard Bureau with respect to invitation for bids (IFB) DAHA05-81-B-0005. The USPFO issued the IFB for the repair of the heating systems of two buildings at Buckley Air National Guard Base, Colorado, and for the alteration of the heating system of one of those buildings.

Miama claims that USPFO erroneously concluded that a mistake in bid price was apparent from the face of Miama's bid and impermissibly altered Miama's bid price. This change displaced Miama as low bidder. We deny the protest.

The IFB requests separate item bid prices for the repair services, Item No. 1, and for the alteration services, Item No. 2. The IFB states that due to a statutory limitation, any bid which exceeds \$50,000 for Item No. 2 will be rejected as nonresponsive. Award is to be made to the responsible bidder offering the low lump sum.

Miama completed the price schedule as follows:

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> | <u>UNIT</u> | <u>AMOUNT</u> |
|-----------------|--|-------------|---------------|
| 0001 | REPAIR HEATING SYSTEM, BLDGS 801 & 809, PROJECT NO. 77001 | LUMP SUM | \$98,629.00 |
| 0002 | ALTER HEATING SYSTEM, BLDG 801 PROJECT NO. 78006 | LUMP SUM | \$35,929.00 |
| | TOTAL LUMP SUM BID | | \$98,629.00 |

Miama's apparent total bid price of \$98,629 was the lowest price submitted. The next low price of \$99,100 was submitted by Fischer-White Contractors, Inc. It was pointed out at bid opening that Miama made an arithmetical error in that the total lump sum of \$98,629 is not the correct arithmetical total of the two items. The contracting officer, therefore, recorded Miama's bid as \$134,558, the correct sum of Items No. 1 and 2, and determined that Fischer-White was the low responsible bidder.

Miama contends that it did not commit an arithmetical error on the face of its bid. Miama reads the IFB as requiring the listing of the total lump sum bid as Item No. 1, ostensibly because it refers to both buildings 801 and 809. Item No. 2, according to Miama, is a breakout of the portion of Item No. 1 cost attributable to the performance of the alteration services. Miama contends that the two items were not meant to add up to the total lump sum bid and that, therefore, there is no error apparent from the bid. If there is an error in its bid, Miama alternatively contends that it was made because the IFB was ambiguous with respect to the prices to be inserted on the three lines in question.

We reject both these contentions. The specifications and drawings are clearly divided into two distinct projects: project 77001--repair of the heating systems in buildings 801 and 809 and project 78006--alteration of the heating and ventilation system in building 801. Given this bifurcation of the work, it is clear that the references in Item No. 1 to "repair heating systems" and "project 77001" denote that the portion of the bid price attributable to project 77001, and that portion alone, is to be entered in the space provided in item 1. It is equally clear from the format that the total lump sum line is to be the aggregate of Item Nos. 1 and 2. We do not believe the IFB was at all ambiguous or subject to the interpretation proffered by Miama. Thus, we find that the failure of the total lump sum to equal the sum of the two items was sufficient to indicate a mistake.

Miama claims that despite the ambiguity, its bid evidences an intent to perform the services for a total of \$98,629. Miama points out that award was to be made on the basis of the total lump sum bid price and that Item Nos. 1 and 2 were broken down only because Item No. 2 was statutorily limited to \$50,000. Thus, claims Miama, the total lump sum price is controlling and any inconsistency between it and the two items is irrelevant.

A bid which is subject to two reasonable interpretations may not be accepted if under one interpretation the bid is low and under the other it is not. Broken Lance Enterprises, Inc., 57 Comp. Gen. 410 (1978), 78-1 CPD 279. On the other hand, where an alleged ambiguity in a bid admits of only one reasonable interpretation substantially ascertainable from the face of the bid, the bid may be accepted. Ideker, Inc., B-194293, May 25, 1979, 79-1 CPD 379, affirmed August 21, 1979, 79-2 CPD 140.

We believe that Miama's bid is subject to two reasonable interpretations. It may be concluded that Miama intended to bid a total of \$98,629 and that the Item No. 1 price was intended to be \$62,700 (\$35,929 less than shown). Alternatively, it is reasonable to regard the item prices as intended and to conclude that the intended total price was \$134,558. This interpretation is plausible as the price of \$98,629 for Item No. 1 is within the range of the other bid prices for Item No. 1. Under this interpretation, Miama would not be the low bidder. The fact that the individual item prices were not the basis for award does not negate the existence of ambiguity and possible error in the bid. See Broken Lance Enterprises, Inc., supra; Curtiss Development Co. and Shipco, Inc., B-199160, B-199496, November 20, 1981, 81-2 CPD _____. Since the ambiguity could not be resolved from the bid itself, the bid was properly rejected.

The protest is denied.

Harry R. Van Cleave
For Comptroller General
of the United States