

**DECISION**

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

26772

**FILE:** B-213307**DATE:** November 15, 1983**MATTER OF:** Hudgins Construction Co., Inc.**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.

Hudgins Construction Co., Inc. (HCC), protests award of a contract to Mid Eastern Builders, Inc. (MBI), under invitation for bids DACA65-83-B-0042 issued by the Army Corps of Engineers (Corps) for construction work for the Vehicle Maintenance Complex at Langley Air Force Base.

The Corps rejected HCC's bid because it found a mathematical error in the extension of a line item which under one interpretation of its bid resulted in HCC's bid being second low rather than low. HCC contends that it provided the Corps with clear and convincing evidence of its intended bid and has explained that the multiplication error did not affect its intended bid. HCC argues it should have been permitted to correct the internal arithmetic discrepancies in the bid to reflect the intended total bid which should remain the same.

HCC's total bid was apparently low at \$2,789,179. MBI submitted the second low bid at \$2,803,570. The contracting officer asked for and received oral and written verification of HCC's bid. Subsequently, the Corps notified HCC that an extension error had been found in HCC's bid. Item No. 6 of HCC's bid provided as follows:

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
21,732	SY	\$14.00	\$204,238

The Corps advised HCC that the correct multiplication of the quantity and HCC's unit price would total \$304,238, not \$204,238 shown on HCC's bid. The Corps pointed out

027173

that, under the arithmetical correction provision contained in the IFB, the unit price takes precedence over the extended price where a discrepancy occurs. The Corps stated that correction of the extension would result in an upward adjustment of HCC's bid to \$2,889,179, and the bid would no longer be low.

HCC again confirmed its bid at \$2,789,179, contending that, while a mistake was made in the extension of item No. 6, no error was made in its total bid price. HCC reports that it prepared its bid in "reverse" by first filling in its total bid and then providing the required cost breakdown of which line 6 was one item. HCC subtracted the sum prices of items Nos. 2 through 6 from its total price of \$2,789,179 so that the difference of \$1,487,770 was filled in under item No. 1. HCC asserts that, if the proper total of \$304,238, which was \$100,000 more than HCC bid on line 6, had been inserted under line 6, line 1 would have been \$100,000 less, or \$1,387,770. HCC states that its total price would not have changed and has submitted a bid worksheet computer printout which it alleges shows its intended bid was \$2,789,179.

HCC argues that the agency improperly characterized the error as a "clerical error apparent on the face of the bid" and, therefore, did not have authority to correct the discrepancy under Defense Acquisition Regulation (DAR) § 2-406.2 (1976 ed.), to use the arithmetical correction provision, or to evaluate HCC's bid as second low. Further, HCC contends that it provided clear and convincing evidence of a mistake and the bid actually intended. HCC requests that its low bid be corrected as to items 1 and 6 which cancel each other out and result in its bid remaining low.

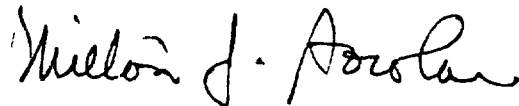
Although it appears that the Corps applied the solicitation provision regarding arithmetical correction to evaluate the bid at the higher price, we need not address the merits of this basis for rejecting HCC's bid since, under applicable case law, HCC's bid could not be considered for award. In our view, HCC's bid is subject to two reasonable interpretations, and under one it is not low. Under these circumstances, we agree that the agency properly determined not to accept HCC's bid.

In circumstances similar to this case, we have permitted the correction of either unit or extended price where

the discrepancy lends itself 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. Bill Strong Enterprises, Inc., B-200581, March 6, 1981, 81-1 CPD 173. There is no evidence of this nature which provides a basis for ascertaining the cause of the discrepancy between the unit and extended prices and we cannot rely on HCC's worksheet since, in these circumstances, the intended bid should be ascertainable without the benefit of advice from the bidder. SCA Services of Georgia, Inc., B-209151, March 1, 1983, 83-1 CPD 209; DeRalco, Inc., B-205120, May 6, 1982, 82-1 CPD 430.

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., B-197785, March 25, 1980, 80-1 CPD 222. To hold otherwise would permit the bidder to gain an unfair advantage over the other bidders by allowing the bidder discretion, after prices are revealed, to choose between a bid price which results in award and a bid price which does not. See, RAJ Construction, Inc., B-191708, March 1, 1979, 79-1 CPD 140. This rule is applicable, notwithstanding the solicitation provision for resolving the discrepancy between the unit and the extended prices in favor of one or the other. Bill Strong Enterprises, Inc., *supra*. 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. SCA Services of Georgia, Inc., *supra*.

We deny the protest.



Acting Comptroller General  
of the United States