

DECISION



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

FILE: B-213362

DATE: November 21, 1983

MATTER OF: Seaboard Energy Systems

DIGEST:

An award to a bidder who priced additive items separately instead of cumulatively as called for in the solicitation was not improper where the bid price was easily ascertainable from the submitted bid.

Seaboard Energy Systems protests the award of a contract for an energy management system to J. M. Ballard, Jr. Service Co., Inc. under solicitation No. 619-44-83 issued by the Veterans Administration (VA). Seaboard contends that the VA should have rejected Ballard's bid because Ballard bid separately on the solicitation's additive items instead of cumulatively as contemplated by the bid form.

We summarily deny the protest.

The solicitation sought bids on a base item, Item I, and 5 additive items, Items II and VI. Items III through VI included the work described in Item I but progressively added additional work, with each higher-numbered item including the work described in the next lowest item (that is, Item III incorporated and added to the work described in Item I, Item IV incorporated and added to the work in Item III, and so on). Bids for Items III through VI were to be cumulative, that is, they were to represent the total price for the work described in each item. Item II was to be priced separately.

Ballard submitted a bid that contained the following prices:

Item I	\$79,536.00
Item II	no charge
Item III	\$16,500.00
Item IV	\$10,726.00
Item V	\$14,794.00
Item VI	\$10,449.00

The contracting officer believed that Ballard had bid each item separately (that is, priced only the additional work described in each item) instead of cumulatively as called for in the solicitation, and requested clarification from Ballard. Ballard explained that its total bid for each item could be ascertained by adding the price of a particular item to the prices of the items below (for example, the price for Item IV would be the sum of \$79,536, \$16,500, and \$10,726). The contracting officer subsequently determined that the firm's bid price was clear and awarded a contract for Items II and IV to Ballard as the low bidder.

Seaboard questions the acceptance of Ballard's bid which Seaboard believes was defective and contends that if award to Ballard was not improper, Ballard should not have been allowed to correct its bid but should have been required to perform the contract for the amount bid for Item IV, that is, \$10,726. We find no legal merit to Seaboard's protest.

Applicable regulations authorize a contracting officer to waive a minor informality in a bid. Federal Procurement Regulations § 1-2.405 (1964 ed.). In this case, it is highly unlikely that a bidder would reduce its price substantially as the workload increased. Thus, we believe that the only reasonable construction of Ballard's bid was that the firm priced Items III through VI separately instead of cumulatively, which is buttressed by the fact that the sum of the prices Ballard bid for all items was only \$835.00 below Seaboard's price for Items II and VI. Since Ballard's bidding method was clear from the bid itself, then, the firm's prices for Items III through VI were easily ascertainable and correction of the bid was unnecessary. See Bentley, Inc., B-200561, March 2, 1981, 81-1 CPD 156; see also Wismer & Becker Contracting Engineers, B-198674, September 3, 1980, 80-2 CPD 170. We conclude therefore that Ballard's pricing error could properly be waived as a deviation in form and not substance.

The protest is summarily denied.

Milton J. Aroslan
for Comptroller General
of the United States