

DECISION**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548****FILE:** B-219953**DATE:** December 17, 1985**MATTER OF:** American Davey Corporation**DIGEST:**

Low bid in which F.O.B. origin and destination prices obviously are reversed must be rejected, even though the bidder confirmed its prices, where the bid would not be low if corrected.

American Davey Corporation (Davey) protests the proposed rejection of its bid under invitation for bids (IFB) No. DAAA09-85-B0189 by the Army. We deny the protest.

The IFB requested bids to supply a quantity of cylinder assemblies, and asked for prices on both F.O.B. destination and F.O.B. origin bases, with and without first article approval. Davey's bid was as follows:

| | |
|---------------------------------------|-------------------|
| <u>With First Article Approval</u> | <u>Unit Price</u> |
| F.O.B. Destination | \$ 2,482.00 |
| F.O.B. Origin | \$ 2,512.00 |
| <u>Without First Article Approval</u> | <u>Unit Price</u> |
| F.O.B. Destination | \$ 2,430.00 |
| F.O.B. Origin | \$ 2,400.00 |

The Army determined that an award requiring first article approval was in the government's best interest, and Davey's F.O.B. Destination price with first article approval was low. The Army noted, however, that Davey apparently had transposed its prices for F.O.B. Destination and F.O.B. Origin with first article approval, and that if corrected, Davey's bid would not be low.

The Army advised Davey by letter that Davey apparently had reversed its F.O.B. origin and destination prices by mistake. An obvious reversal of F.O.B. origin and destination prices is correctable as an apparent mistake

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under the provisions of the Federal Acquisition Regulation, 48 C.F.R. § 14.406-2(a)(3) (1984), if the bidder verifies the intended bid. In response to the Army's letter, however, Davey confirmed its bid as stated in the IFB.

The Army contends that this situation gave Davey the discretion to either accept or decline award of the contract by deciding whether or not to seek correction of its bid. The Army asserts that in these circumstances, Davey should not be permitted to waive its error. Davey states that this principle shouldn't be applied here because Davey had no knowledge of the other bids.

We agree with the Army. We have held previously that bidders may not be permitted the discretion, after prices have been revealed, to select between two prices, one of which results in award and one which doesn't, since this would afford them an unfair advantage over other bidders. Hudgins Constr. Co., Inc., B-213307, Nov. 15, 1983, 83-2 CPD ¶ 570. Under such circumstances, a bid containing an obvious error may not be accepted even if it is verified. 51 Comp. Gen. 498 (1972). Moreover, preservation of the integrity of the competitive procurement system requires application of this basic principle, once bids have been disclosed at a public opening, without regard to whether the bidder verifying its mistaken bid had actual knowledge of the other bids.

The protest is denied.

for Seymour Efron
Harry R. Van Cleve
General Counsel