



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: G&A General Contractors

File: B-244094

Date: August 27, 1991

Steve B. Koutsodontis for the protester.
Katherine S. Nucci, Esq., Dykema Gossett, for Support
Services, Inc., an interested party.
Howard B. Rein, Esq., and Paul M. Fisher, Esq., Department of
the Navy, for the agency.
David Hasfurther, Esq., and Andrew T. Pogany, Esq., Office of
the General Counsel, GAO, participated in the preparation of
the decision.

DIGEST

1. Protester may not assert a claim of mistake in the awardee's bid since it is the responsibility of the contracting parties--the government and the awardee--to assert rights and bring forth the necessary evidence to resolve mistake questions.
2. Where the protester knew the awardee's bid prices prior to filing a separate protest on a different basis, the protester had sufficient information on which to base a protest that the bid was unbalanced, and a protest on that basis filed only after the receipt of the agency report is untimely.

DECISION

G&A General Contractors protests the award made to Support Services, Inc. (SSI) under invitation for bids (IFB) No. N62472-90-B-2859, issued as a total small business set-aside by the Naval Facilities Engineering Command for the procurement of family housing maintenance at the Naval Housing Area, Sarasota Springs, New York. G&A contends that SSI's bid should have been rejected because, due to alleged pricing mistakes in SSI's bid, it was sufficiently uncertain that SSI's intended bid was low. G&A also states that the SSI bid should have been rejected as unbalanced because of the manner in which SSI priced certain items in its bid.

We dismiss the protest.

The IFB contained line items for both definite work and indefinite quantity work for base and option periods. Each line item called for a unit price and an extended total price. Bidders were required to submit prices for all line items. Award was to be made to the bidder which submitted the "lowest total price" for the base and the option periods. SSI submitted the low total price of \$1,328,508. G&A submitted the next low total price of \$1,396,114.

In reviewing the SSI bid, the agency discovered conflicting unit and extended total prices on seven line items. These were treated as clerical errors, and correction was made by the contracting officer. G&A does not contest the correction of these line item prices. All seven corrected line items increased SSI's total bid price by \$58,600 to \$1,387,108. Award was made to SSI. This protest followed.

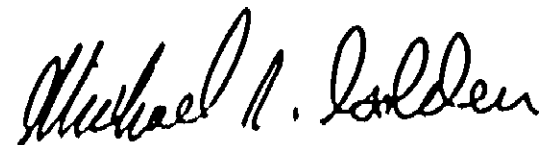
G&A contends that SSI's bid contains an additional mistake unrelated to the clerical errors corrected by the contracting officer and that the mistake renders SSI's total bid uncertain. This uncertainty results from SSI's low pricing of the solar maintenance indefinite quantity item Nos. 0002AU, 0004AU, 0008AU, 0010AU, and 0012AU. The agency, during its review of the SSI bid, recognized that SSI's prices for these items were low and requested verification. SSI confirmed its bid for those items.

Concerning G&A's contention that SSI's intended total bid price is uncertain because of an alleged mistake (unrelated to the clerical errors corrected by the contracting officer) in the bidder's pricing of the solar maintenance indefinite items, our Office will not consider G&A's contention since G&A may not assert a claim of error in SSI's bid. It is the responsibility of the contracting parties--the government and the awardee here--to assert rights and bring forth the necessary evidence to resolve mistake questions. Collins Siding Co., B-237130, Oct. 16, 1989, 89-2 CPD ¶ 358. SSI never claimed to have made a mistake in pricing these items, and the agency accepted the prices as valid.

Finally, G&A also contends that SSI's bid is unbalanced. G&A argues that SSI stated that some of its costs for the solar maintenance items may have been priced in miscellaneous portions of its bid. Since there is, G&A argues, no item that could be considered miscellaneous, it is possible that SSI placed some of the costs in one of two definite quantity items and in doing so submitted an unbalanced bid.

Concerning this basis of protest, G&A knew SSI's bid prices when it filed its protest on the basis of the alleged mistake and thus, in our view, had sufficient information at that time on which to have based a protest that SSI's bid was unbalanced. It nevertheless waited to assert that protest basis until it had received the agency report on its protest asserting a mistake in SSI's bid. Our Bid Protest Regulations do not contemplate the unwarranted piecemeal presentation of protest issues. Where, as here, a protester files a protest on one ground, the protester may not delay raising additional protest grounds of which the protester should have been aware. See Armstrong Motorcycles Ltd., B-238436, B-238436.2, June 5, 1990, 90-1 CPD ¶ 531.

The protest is dismissed.



Michael R. Golden
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