



Decision

Matter of: Trade-Winds Environmental Restoration, Inc.
File: B-259091
Date: March 3, 1995

Robert Neill, Esq., Banks & Neill, for the protester.
Robert N. Brown for R & R International, Inc., an interested party.
Col. Riggs S. Wilks, Jr., Esq., Department of the Army, for the agency.
C. Douglas McArthur, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly rejected bid containing inconsistent prices where the bid was not low under all reasonable interpretations.

DECISION

Trade-Winds Environmental Restoration, Inc. protests the award of a contract to R & R International, Inc. under invitation for bids (IFB) No. DAKF29-94-B-0065, issued by the Directorate of Contracting, Fort Dix, New Jersey, for paint removal. Trade-Winds asserts that the agency improperly rejected its low bid as ambiguous as to price.

We deny the protest.

On August 25, 1994, the agency issued the solicitation for award of a fixed-price contract for removal of interior and exterior lead-based paint from buildings 120, 177, 179, 276, 277, and 278 at the Pedricktown Family Housing Area in Pedricktown, New Jersey. The solicitation contained the standard clause at Federal Acquisition Regulation (FAR) § 52.214-19, for use in construction contracts, providing for award on the basis of price.

Block 17 of Standard Form (SF) 1442, the prescribed cover sheet for solicitation and award of construction and repair contracts, contained a space for bidders to insert their prices. Schedule B of the IFB also contained a space for inserting prices; schedule B listed the six buildings,

comprised of 11 individual housing units, from which paint was to be removed and requested bidders to furnish a price for "1 jb," as follows:

"Contractor to provide all plant, labor, materials, equipment, transportation and supervision necessary to remove all existing exterior and interior lead based paint from the below listed Pedricktown family housing area units

"Building 120 (Quarters 120N & 120S)
 Building 177 (Quarters 132D & 132E)
 Building 179 (Quarters 132C)
 Building 276 (Quarters 132G & 132H)
 Building 277 (Quarters 132I & 132J)
 Building 278 (Quarters 132L & 132M)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>U/P</u>	<u>Amount</u>
0001	Remove existing lead based paint from housing units"	1	jb	---	-----

By "1 jb," the agency sought for bidders to enter the total price for the job of removing paint from all six buildings.

The agency received six bids on September 26; the protester submitted the low bid of \$542,300 on the SF 1442. Upon examination, however, the agency found that Trade-Winds had entered a price of \$86,300 in schedule B. On the assumption that the price in schedule B represented a unit price for the buildings, the contracting specialist calculated that the extended price of \$517,800 (\$86,300 times six units) was inconsistent with the price entered on SF 1442. Further, the agency noted the possibility that the \$86,300 figure might have been intended to cover the individual housing units, or a total bid price of \$949,300 for 11 units; such a bid would be only slightly higher than the highest of the six bids actually received--\$894,000. As a consequence, the Army determined that the bid was ambiguous and rejected it by letter dated September 28.

The protester then filed an agency-level protest challenging the rejection of its bid. To explain the inconsistency in its bid, Trade-Winds stated that it interpreted schedule B to call for a per building price to be used in the event buildings were added to the scope of work in the contract. The agency denied Trade-Winds's protest, and this protest to our Office followed.

The Army argues that Trade-Winds's bid price cannot be ascertained with certainty. The Army points out that the figure of \$86,300 is not one-sixth of the total bid and does

not correlate to the amount listed on the protester's bid bond. Further, the agency asserts, under at least one reasonable interpretation of the bid--that Trade-Winds was offering a price for each of the 11 housing units--there is no way to be certain on the face of the bid that Trade-Winds's intended price was low.

Where an ambiguously priced low bid is not the lowest bid under any reasonable interpretation of the ambiguity, rejection of the bid is proper; the bid may only be accepted if the ambiguity does not affect the evaluation, and the bid is low under any interpretation of the ambiguity. Grove Roofing, Inc., B-233747, Feb. 23, 1989, 89-1 CPD ¶ 196. Here, there is at least one interpretation of the bid that would result in Trade-Winds's bid not being the lowest received; since that interpretation--that the \$86,300 figure represented the price for each of the 11 units--appears reasonable, there is no way to conclude that Trade-Winds's bid would be low under any reasonable interpretation.

The protester argues that the price entered on schedule B is a clerical error for which correction should be allowed under FAR § 14.406-2. We disagree. Trade-Winds's bid does not contain a clerical error within the meaning of FAR § 14.406-2, which contemplates correction of minor errors or omissions in a bid, such as transcription errors. See FAR § 14.406-2(a); Pipeline Constr., Inc., 73 Comp. Gen. (1994), 94-2 CPD ¶ 21.

Further, while there may be a mistake in Trade-Winds's bid, it is not subject to correction under the mistake in bid procedures. Where correction of a bid would result in displacement of lower bidders, the existence of the mistake and the bid actually intended must be ascertainable substantially from the IFB and the bid itself. FAR § 14.406-3(a); Custom Envtl. Serv., Inc., B-255331.3, July 13, 1994, 94-2 CPD ¶ 20. Here, given our conclusion

¹The bid bond was in the amount of 20 percent of the bid, not to exceed \$130,000. The surety's power of attorney form also listed the total contract amount as \$650,000.

²The protester argues that the agency was required to, but did not, request verification of the bid from Trade-Winds, calling attention to the suspected mistake. See FAR § 14.406-1. It appears that the agency failed to request verification because it regarded the bid as containing an ambiguity rather than a mistake to be handled under the mistake in bid procedures. We fail to see how Trade-Winds was prejudiced by the agency's failure to request verification given that Trade-Winds's bid is not subject to correction in any event.

that there is more than one reasonable interpretation of the protester's bid--under at least one of which the bid is not low--correction would not be proper since it would result in displacement of lower bidders and the intended bid cannot be determined from the face of bid. Custom Envtl. Serv., Inc., supra; Frontier Contracting Co., Inc., B-214260.2, July 11, 1984, 84-2 CPD ¶ 40.

The protest is denied.

\s\ Ronald Berger
for Robert P. Murphy
General Counsel

³Not only is it not possible to ascertain the intended bid from the face of the bid, but the protester has failed to provide any other evidence of the manner in which the mistake was made and of the intended bid. As noted above, Trade-Winds asserts that it interpreted schedule B to call for a per building price in the event buildings were added to the scope of work of the contract. This interpretation of schedule B is not reasonable. The solicitation contains no evidence, and Trade-Winds provides none, that there is a reasonable possibility that buildings will be added or deducted from the schedule. Rather, the solicitation clearly spells out that the requirement arose from an inspection of the six buildings; that all six buildings require removal of the lead paint; and that only the six buildings named in the bid schedule were found to have lead paint. More important, the protester has provided no evidence showing either that its bid was based on this interpretation or how it calculated the price on schedule B.