

DECISION



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

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FILE: B-216388

DATE: September 26, 1984

MATTER OF: Central Texas College

DIGEST:

1. An allegation that a bid price on one item was too low does not establish the existence of an unbalanced bid, which includes prices on items which are unreasonably low and prices on other items which are unreasonably high.
2. Submission of a below-cost bid in response to an invitation containing a wage determination does not mean that the bidder would not be obligated to adhere to the specified wage rates.

Central Texas College protests the award of a contract by Fort Hood for educational services under invitation for bids No. DAKF48-84-B-0066. Central complains that the awardee's bid was unbalanced and therefore should not have been accepted. We dismiss the protest.

The protester states that the bid was unbalanced because it reflected a price which is inconsistent with the wage determination included in the invitation. According to Central, the awardee bid \$26.80 for one item, a four hour session of pre-testing to be conducted by a "proctor," while the wage determination imposed a wage rate of \$8.22 per hour for instructors. Central states that it views the invitation as defining a "proctor" as an instructor, thereby requiring payment of the instructor rate.

The facts asserted by Central do not establish that the awardee's bid was unbalanced. An unbalanced bid is one in which an unreasonably low price is submitted on some items and a high price is submitted on others. Everett Dykes Grassing Co., et al., B-210223.4, B-210223.5, Feb. 13, 1984, 84-1 CPD ¶ 176. While Central states that the awardee's bid for one item was lower than Central thinks it had to be in light of the wage determination, it does not

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allege that the awardee priced other items unreasonably high. Therefore, Central has not in fact alleged the existence of an unbalanced bid.

Moreover, even if the bid were mathematically unbalanced, it could be accepted. Only when a bid is materially unbalanced, (i.e., because a solicitation estimate "is not a reasonably accurate representation of actual anticipated needs," acceptance of an unbalanced bid would provide no assurance that the award would result in the lowest cost to the government) must the bid be rejected. Edward B. Friel, Inc., 55 Comp. Gen. 231 (1975), 75-2 CPD ¶ 164. Central has made no allegation that such material unbalancing exists.

Central's actual concern seems to be that the awardee ignored the wage determination. The fact that the awardee bid lower on an item than what its cost will be because of the wage determination (assuming the protester is correct in stating that the instructor rate applies to the item in question) does not mean that the awardee is not obligated to pay the required wage rates. K & P Inc. et al., B-212263, B-212263.2, Oct. 11, 1983, 83-2 CPD ¶ 436. The low bid price may mean only that the awardee submitted a below-cost bid on that item, something which is not legally objectionable. K & P Inc., et al., supra. The awardee's compliance with the wage determination during contract performance, of course, is a matter for the contracting officer and the Department of Labor.

The protest is dismissed.

Harry R. Van Cleve

Harry R. Van Cleve
Acting General Counsel