

DECISION



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

FILE: B-220083 **DATE:** November 22, 1985
MATTER OF: Marsellis-Warner Corporation

DIGEST:

Bid which contains an inconsistency between item prices and total bid price and is therefore susceptible to more than one bid price interpretation, one of which may make the bid high, must be rejected as ambiguous.

Marsellis-Warner Corporation (MWC) protests the rejection of its bid and the award of a contract to C.J. Hesse, Inc. (Hesse) made pursuant to the Department of the Navy's invitation for bids (IFB) N62472-85-B-3990 for paving Normandy Road at the Naval Weapons Station Earle, Colts Neck, New Jersey.

The protest is denied.

The IFB requested prices on three bid items and a total bid price. Only one award at the total bid price was authorized by the IFB. MWC submitted its bid as follows:

Bid Item #1	\$257,500
Bid Item #2	\$255,000
Bid Item #3	\$255,000
Total Bid	\$257,500

The contracting officer rejected MWC's bid because he found that it was subject to differing interpretations.

MWC states that its intended total bid of \$257,500 was approximately \$14,000 lower than Hesse's bid, and that MWC should therefore have been awarded the contract. MWC argues that since the solicitation called for bids to be evaluated solely on the total bid price and individual item awards were not contemplated, it was irrelevant what bidders quoted on the individual bid items. MWC contends that the Navy should therefore have resolved the perceived ambiguity by adopting MWC's total bid price. MWC states that since the government's estimate for the total of the three items was

\$125,000 to \$500,000, MWC's total bid could not reasonably be construed as being the total of the three items it bid as that sum would be \$767,500.

MWC states that during bid opening it realized that its bid item allocations were erroneous and it so advised the contracting officer. The following day MWC informed the Navy that its individual item prices were in error because it had detached a particular sheet during the prebid process which contained a diagram allocating the bid items as different percentages of the total work. MWC supplied the corrected bid items as follows: Item #1 - \$182,250, Item #2 - \$54,650, and Item #3 - \$20,600, and stated that the total bid of \$257,500 was correct. This breakdown is consistent with the government estimate for this work.

A bid which is subject to two reasonable interpretations may not be accepted if under one interpretation the bid is low and the other is not. Broken Lance Enterprises Inc., 57 Comp. Gen. 410 (1978), 78-1 C.P.D. ¶ 279. On the other hand, where an alleged ambiguity in a bid admits of only one reasonable interpretation substantially ascertainable from the face of the bid, the bid may be accepted. Ideker Inc., B-194293, May 25, 1979, 79-1 C.P.D. ¶ 379, affirmed, Aug. 21, 1979, 79-2 C.P.D. ¶ 140. We have also held in a substantially similar case that the fact that the individual item prices were not the basis for award does not negate the existence of ambiguity and possible error in the bid. Miama Corp., B-204554, Dec. 28, 1981, 81-2 C.P.D. ¶ 499.

We believe that MWC's bid is subject to more than one reasonable interpretation and thus was properly rejected. Even assuming that MWC may be correct that it was unreasonable to interpret its bid as being \$767,500, there is still more than one other reasonable interpretation of its bid. MWC's bid could have been interpreted that the total price was correct and the individual prices were incorrect as MWC argues, or that Item 1 was correct but that Items 2 and 3 were incorrect thus resulting in an unknown total price. In any event, it was impossible for the Navy to know from the bid itself which figures given were wrong, and, if so, by how much. That is, given the amounts on the bid items it was unclear what MWC's total bid was meant to be. See Miama Corp., B-204554, supra.

Accordingly since the ambiguity could not be resolved from the bid itself, but only through MWC's post opening explanation, the bid was properly rejected.

The protest is denied.

for Seymour Efron
Harry R. Van Cleve
General Counsel