



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Owens Enterprises, Inc.  
File: B-225074  
Date: December 22, 1986

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### DIGEST

Agency was correct in rejecting a bid which had an obvious mistake since the intended bid price could not be ascertained from the bid itself.

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### DECISION

Owens Enterprises, Inc. (Owens), protests the failure of the contracting officer to allow correction of a mistake in its bid under invitation for bids (IFB) No. R1-10-86-12 issued by the United States Department of Agriculture's Forest Service for the reconstruction of Forest Road No. 895 at Goldie Creek.

The protest is denied.

After bid opening, the contracting officer found that there was an error in Owens' bid. Owens had bid item 203 (01), the excavation of 18,711 cubic yards, at a unit price of \$2.90 with an extended price of \$16,652.79. Since the unit price times the quantity did not equal the extended total, the contracting officer determined that either the unit price or the extended total was wrong.

Owens explained that its unit price of \$2.90 was wrong and should have been \$0.89 and provided working papers to show this. Owens argues that since its extended price of \$16,652.79 was correct and award was to be made to the responsive and responsible bidder offering the lowest acceptable bid, the erroneous unit price should not govern and award should be made to Owens as it has the lowest total bid.

The Forest Service states that if the extended price is accepted then Owens is the low bidder, but if the unit price is accepted as being correct Owens becomes fourth low of five

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total bidders. The contracting officer found that since there was a mistake in Owens' bid and it was uncertain what Owens' intended bid was, Owens could not correct its bid to displace the lower bids submitted.

As a general rule, where, as here, a bid contains a price discrepancy and the bid would be low on the basis of one price, but not the other, then correction is not allowed unless the asserted correct bid is the only reasonable interpretation ascertainable from the bid itself or on the basis of logic and experience. The bid cannot be corrected if the discrepancy cannot be resolved without resort to evidence that is extraneous to the bid and has been under control of the bidder. OTKM Construction Incorporated, 64 Comp. Gen. 830 (1985), 85-2 C.P.D. ¶ 273 at 5. For instance, in deciding questions involving such matters, we have denied correction where there was no way to tell from the bid whether a unit price or the extended total was correct and either would have been reasonable. Broken Lance Enterprises, Inc., 57 Comp. Gen. 410 (1978), 78-1 C.P.D. ¶ 279. Conversely, we have permitted correction of discrepant unit and extended prices where the alleged ambiguity admitted of only one reasonable interpretation substantially ascertainable from the bid. Engle Acoustic & Tile, Inc., B-190467, Jan. 27, 1978, 78-1 C.P.D. ¶ 72.

Owens argues that its intended unit price of \$0.89 is in line with the Forest Service's estimate of \$1.26 and the extension of \$0.89 times the quantity provides the exact total amount bid for this item. However, the other bids submitted for this item ranged as follows: \$1.00; \$1.26; \$2.40; \$2.41; \$3.75. In this case, therefore, it is not clear that Owens unit bid price of \$2.90 was unreasonable and that it, rather than the extended price, was incorrect. Just as reasonable an interpretation is that Owens' extended price was erroneous and its unit price was correct as the unit price of \$2.90 fell within the range of the bids received. Accordingly, we find that the contracting officer was right in not allowing a correction of Owens' bid since there is more than one reasonable interpretation of Owens' bid. Harvey A. Nichols Company, B-214449, June 5, 1984, 84-1 C.P.D. ¶ 597.

Owens' argument that since the solicitation did not state that the unit price would govern, the extended price must control, is based on the assumption that the evidence establishes that the mistake was actually made in stating the unit price. Here, it is not evident from the bid itself where the mistake lies.

The protest is denied.

*for*   
Harry R. Van Cleve  
General Counsel