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DECISION



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

FILE: B-203511

DATE: August 14, 1981

MATTER OF: Department of the Interior in re Jim Cooley
Construction, Inc.

DIGEST:

Bid may not be increased to correct subcontractor's omission of item in its quotation alleged after bid opening where bidder presents no evidence of alleged mistake or that subcontractor intended to include omitted item in its quotation at time it was made.

The Department of the Interior requests an opinion regarding a mistake in bid alleged to have been made by Jim Cooley Construction, Inc. (Cooley), the low bidder under invitation for bids No. (IFB) W56-133/B11. Cooley seeks to have its bid increased because of the alleged mistake. The existing record does not provide a basis for the requested correction.

The IFB sought bids for a contract to remodel dormitory buildings at the Riverside Indian School, Anadarko, Oklahoma. In preparing its bid on the project, Cooley requested a quotation for plastering services from a potential subcontractor, Stag Plastering. According to Cooley, Stag Plastering provided a quotation of \$92,350. Based on this amount, Cooley submitted a bid of \$1,184,000 for the project. Cooley alleges that shortly before bid opening, the subcontractor called and stated it had omitted the furring item from its quotation and that it was necessary to raise its quotation to \$122,585 (that is \$30,235 more than the original quotation). Cooley tried to send a telegram increasing its bid by \$30,000 to reflect the changed quotation, but the telegram was not received by the agency prior to bid opening and therefore could not be considered with the bid. Contending that the \$30,000 omission constitutes a mistake in bid, Cooley requests that its bid be increased by that amount to correct the omission.

[Request for Bid Correction of Alleged Mistake]

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When a bidder requests that it be allowed to correct its bid because of a mistake alleged after bid opening and prior to award, this Office requires a bidder to show by clear and convincing evidence the mistake and the intended bid in order to allow correction. B&A Electric Co., B-197437, February 18, 1981, 81-1 CPD 147. Although Cooley alleges a subcontractor error, it has not submitted any correspondence, affidavits or work sheets from the subcontractor documenting the error.

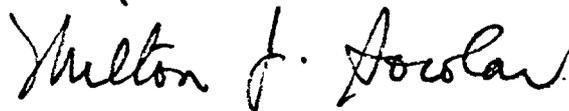
In 37 Comp. Gen. 650 (1958), we stated as follows:

"The basic rule is, of course, that bids may not be changed after they are opened, and the exception permitting a bid to be corrected [based] upon sufficient facts establishing that a bidder actually intended to bid an amount other than set down on the bid form * * * does not extend to permitting a bidder to recalculate and change his bid to include factors which he did not have in mind when the bid was submitted * * *."

Since errors made by a bidder's supplier or subcontractor are cognizable under the mistake in bid procedures, MKB Manufacturing Corporation, 59 Comp. Gen. 195 (1980), 80-1 CPD 34, this rule applies with equal force to subcontractors' errors. In other words, a bidder may not recalculate its bid to include factors which its supplier did not have in mind when it submitted a quotation used by the bidder to compute the bid.

From this record we cannot conclude that Cooley's bid may be corrected. It is not clear whether the subcontractor failed to consider the omitted item or, having priced the item, simply failed to include it in the quotation. If the subcontractor failed to consider the item, then, as stated above, the bidder may not recalculate its bid to include a factor which its supplier did not have in mind when it submitted the quotation. If the subcontractor had priced the item but failed to include it in the quotation, then correction may be allowed upon the presentation of

clear and convincing evidence of the mistake and the intended price omitted from the quotation. Such evidence, however, has not been presented. Therefore, the agency should make award to Cooley at the original bid price of \$1,184,000 since Cooley is willing to accept a contract at that price and it is clear from the record that Cooley would remain the low bidder (the second low bid was \$1,254,426) even if correction of the alleged mistake were allowed.



Acting Comptroller General
of the United States