

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

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FILE: B-211516**DATE:** August 23, 1983**MATTER OF:** Raymond L. Crawford Construction Company**DIGEST:**

Line item prices in a low total bid in which the actual total of all line items is less than the entered total may be corrected, based on the bidder's worksheets that show line item prices that correspond with the entered total, since the bidder is low based on both the actual total and the clearly intended, entered total.

Raymond L. Crawford Construction Company protests the proposed award of a contract to Carter Construction Company, Inc. for channel construction at the Bois d'Arc Bayou Watershed, Little River County, Arkansas, under invitation for bids (IFB) No. SCS-6-AR-83 issued by the Department of Agriculture, Soil Conservation Service (SCS). Crawford contends that SCS improperly permitted Carter to correct its bid in violation of the terms of the solicitation, thereby displacing Crawford as the low bidder. We deny the protest.

The solicitation listed 25 individual items in the schedule by description and estimated quantity. Bidders were to show a unit price and extended price for each item. The IFB provided that for purposes of award the relative standing of the bidders would be determined by adding the extended prices of the 25 individual items to arrive at a total bid for the project. The IFB also provided that the total bid would be corrected for errors in price extensions and addition, if needed, and that if an extended price was erroneous, the unit price would govern.

Fifteen bids were opened, and the apparent low bidder was Carter with a total bid price of \$369,268. Crawford's total bid price of \$394,045 was second low.

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During the evaluation of bids, the contracting officer noticed that the Carter unit price bid of \$.19 per cubic yard for 265,000 cubic yards for item 3 was unreasonably low and possibly in error since the Government estimate for item 3 was \$.60 per cubic yard. Further, the contracting officer saw that Carter's unit and extended bids on item 4--\$8.00 per cubic yard for 265,000 cubic yards extended to \$8,080--were obviously in error because (1) the unit and extended prices did not correspond; (2) the Government's estimate for item 4 was \$.15 per cubic yard (\$39,750 extended); and (3) the prices bid by the other 14 bidders ranged from \$.10 to \$1.36 per cubic yard (\$26,500 to \$360,400 extended). Further, the total bid entered by Carter did not reflect the sum of all the extended line item prices. The contracting officer also noted that for item 5 the firm bid \$8.00 per linear foot for 1,010 linear feet, properly extended to \$8,080, which suggested some confusion in entering the item 4 and item 5 bid prices. The total bid, based on the extended prices actually entered, should have been \$218,848.

Upon being requested to verify its prices for these items, Carter informed the contracting officer that an error had in fact been committed and requested correction. For purposes of clarity, Carter's bids on items 3, 4 and 5, both as uncorrected and as corrected, are shown below:

Uncorrected Bid:

Item 3	265,000 cubic yards at \$.19 = \$50,350
Item 4	265,000 cubic yards at \$8.00 = \$ 8,080
Item 5	1,010 linear feet at \$8.00 = \$ 8,080

Corrected Bid:

Item 3	265,000 cubic yards at \$.60 = \$159,000
Item 4	265,000 cubic yards at \$.19 = \$ 50,350
Item 5	1,010 linear feet at \$8.00 = \$ 8,080

Carter's total bid price, after the requested corrections, remained unchanged at \$369,268 (except for a minor arithmetical error not in issue here). Subsequently, Carter submitted worksheets in support of its request for correction. The agency determined from the worksheets and supporting statements that correction would be justified since the nature and existence of the mistake and the bid actually intended had been proven by clear and convincing evidence. Accordingly, Carter's bid was administratively

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corrected to reflect the unit and extended prices as requested, but contract award has been withheld.

Crawford does not dispute that Carter's worksheets may establish the nature and existence of the mistake and the bid actually intended. Crawford also acknowledges that Carter's unit and extended prices of \$8.00 and \$8,080 respectively on item 4 were obviously mistaken, being grossly out of line with the other unit and extended prices submitted. Crawford notes, however, that the solicitation provided that in the event of a discrepancy between a unit and extended price, the unit price would govern, and that the erroneous \$8.00 figure, if properly extended for the stated quantity, results in an extended price of \$2,120,000 for item 4, with a total bid price for Carter of \$2,322,688. Using this amount, Crawford contends that it was the actual low bidder and that the contracting officer therefore improperly displaced Crawford as the low bidder by correcting Carter's bid. Crawford cites the general rule that when a bidder requests permission to correct a mistake in its bid and such correction would result in displacing a lower bid, correction cannot be permitted unless the existence of the mistake and the bid actually intended are ascertainable substantially from the bid itself, without resort to the bidder's worksheets. Federal Procurement Regulations (FPR) § 1-2.406-3(a)(2) (1964 ed.).

In a displacement situation, the bidder is trying to correct downwards to become the low bidder. To find displacement here, one must extend an obviously overstated unit price--\$8.00--and arrive at an obviously overstated extended price--\$2,120,000--to add into the total bid. A bid must be interpreted reasonably, however, and we do not think a bid interpretation is reasonable where, simply because the solicitation states that the unit price governs where the extended price is in error, one multiplies a grossly wrong unit price to arrive at a grossly wrong total bid and then looks to "displacement" for the evidentiary standard needed for correction.

The fact is that we do not view this as a displacement situation. Award was to be based on the low total of the extended line item prices, and the actual total of the entered extended prices of the 25 line items in Carter's bid is \$218,848. In our view, Carter's request essentially is to correct that total upwards to the total the

firm in fact entered, \$369,268 (plus the \$500 error). A bid that already is low may be increased, not to exceed the next acceptable low bid, to correct a mistake alleged after bid opening and before award if the bidder shows by clear and convincing evidence that an error was made, the manner in which it occurred, and the intended price. See FPR § 1-2.406-3(a)(1); Columbia Pacific Construction Co., B-207313, May 6, 1982, 82-1 CPD 436. Where upward correction is requested and the bidder is low with or without correction, so that no higher bidder is prejudiced, the evidence furnished may include worksheets and any other data that establishes the elements needed for the correction. Trenton Industries, B-188001, March 31, 1977, 77-1 CPD 223. The point is that so long as the evidentiary requirements and regulatory procedures for bid correction are strictly followed, the United States should have the cost benefit of a corrected bid that is still low, instead of permitting withdrawal of the obviously mistaken bid and awarding at a higher cost to the Government. See FPR § 1-2.406-3(a)(1); 48 Comp. Gen. 748 (1969).

We have held, however, that the closer an asserted bid is to the next low bid, the more difficult it is to establish that the amount claimed was the bid actually intended, see R. H. Whelan Co., B-203248, August 11, 1981, 81-2 CPD 123, and we recognize that correction in this case would establish Carter's bid at the firm's entered total of \$369,268 (plus \$500), which is only approximately \$25,000 less than the next low bid of Crawford. Nonetheless, there is no dispute in the record as to whether Carter's explanation and worksheets establish the intended bid. In this respect, since the authority to correct bidding mistakes has been delegated to the procuring agencies, and because the weight to be given the evidence in support of an alleged mistake is a question of fact, our Office will not disturb the agency's decision on the evidence unless it is reasonable. J. W. Creech Inc., B-191177, March 8, 1978, 78-1 CPD 186.

Under the circumstances, we believe that SCS's correction of Carter's bid is proper. The protest is denied.

for *Harry R. Jay Clear*
Comptroller General
of the United States