

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

26106

FILE: B-211788**DATE:** August 29, 1983**MATTER OF:** Marine Ways Corporation**DIGEST:**

1. Correction of a bid mistake, which would result in displacement of another bidder, may be effected only where the mistake and the bid actually intended are ascertainable substantially from the invitation and bid, without resort to the bidder's worksheets.
2. Where a bid contains a discrepancy between the unit and extended prices for an item, the bid may be corrected downward to reflect a unit price that is consistent with the extended price if the unit price clearly is out of line with both the Government estimate and the prices offered by the other bidders, and only the extended price reasonably can be regarded as having been the intended bid.

Marine Ways Corporation protests the proposed award of a contract to Crescent City Marine Ways & Drydock, Inc. under solicitation No. DAAG 10-83-B-0301 issued by the Department of the Army for the repair and modernization of DeLong Pier Barge Hull 6707. Marine Ways contends that the contracting officer permitted Crescent City to correct a unit price to make it compatible with the extended price in violation of the terms of the solicitation and competitive bidding procedures.

We deny the protest.

The bid schedule solicited prices for 26 line items. Each line item included columns for unit prices and corresponding extended prices. In addition, the schedule provided for each bidder's total price. Crescent City submitted a total bid of \$593,723 and was initially determined to be the apparent low bidder. Marine Ways, initially determined to be the second low bidder, submitted a total bid of \$614,468.90. In reviewing Crescent City's

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bid, however, the contracting officer discovered a mistake in line item No. 0001AV, which called for a unit price on each of 16 items and the corresponding extended price. A comparison of this line item for all bids submitted is as follows:

	Quantity	Unit Price	Extended Price
Columbia Marine	16	62.50	\$1,000.00
Marine Ways	16	400.00	6,400.00
AAA	16	40.25	644.00
Sundial	16	--	448.00
Tacoma Boatbuilder	16	800.00	6,400.00
Southwest Marine	16	6,515.00	6,515.00
Crescent City	16	4,200.00	4,200.00

Recognizing Crescent City's mistake in entering \$4,200 in both columns, the contracting officer asked for verification of the bid. Crescent City responded that the extended bid price, which is reflected in the firm's total bid for all items, was correct and that its intended unit price for line item No. 0001AV was \$262.50, which is the extended price of \$4,200 divided by 16. The firm submitted worksheets for the bid in support of its claim. Determining that the evidence was clear and convincing both as to existence of the mistake and as to bid actually intended, the Army authorized correction of Crescent City's unit bid price and acceptance of the total bid of \$593,723.

The solicitation provides that if there is a discrepancy between a unit price and extended price, the unit price is presumed to be correct, subject to correction to the same extent and manner as any other mistake. In view of this provision, Marine Ways contends that the unit price of \$4,200 must be presumed to be correct, so that Crescent City's total bid should be \$656,723. This would make Marine Ways the apparent low bidder with a total bid of \$614,468.90. Thus, it is argued, any correction of Crescent City's mistake should be made according to the rules that apply when a low bidder is displaced by the correction, that is, clear and convincing evidence establishing both the existence of the mistake and the bid actually intended must be ascertainable substantially from the invitation and the bid itself. Marine Ways complains that the contracting officer had to resort to extraneous evidence (worksheets) to determine whether the unit price

or the extended price was Crescent City's intended bid. Marine Ways notes that there are wide disparities between the high and low bids in several other line items, and argues that it therefore is not fair to conclude, simply because the unit price Crescent City entered for item 0001AV is significantly more than other unit prices bid for that item, that the entered unit price is unreasonably high.

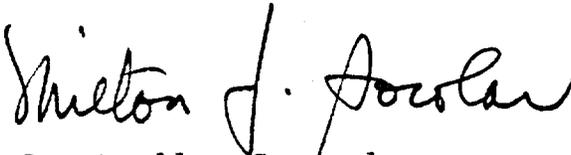
Marine Ways is correct that in a displacement situation a contracting agency may not determine a bidder's intended bid using worksheets and statements provided by the bidder. See Defense Acquisition Regulation (DAR) § 2-406.3(a) (1976 ed.); SCA Services of Georgia, Inc., B-209151, March 1, 1983, 83-1 CPD 209. Just because a firm provides copies of worksheets when claiming mistake in response to a request to verify its bid, however, does not mean that the worksheets are necessary for the contracting officer to determine the intended bid. Indeed, the regulations governing bidding mistake situations expressly require that any request for bid correction include all pertinent evidence, such as original worksheets and other data used in preparing the bid which conclusively establishes the existence of the error, the manner in which it occurred, and the bid actually included. DAR § 2-406.3 (e)(1). Here, the Army asserts that the alleged unit price for item 0001AV is evident from Crescent City's bid itself because 16 times the unit price noted on the bid would equal an amount far in excess of the other bid amounts, and because the total of the bid reflects the extended amount of the intended unit price; the agency takes that view despite its recognition that there is a wide spread in the unit prices, which the Army suggests results, in part, from the fact that the vessel repair industry "tends to price the work by the job rather than by detailed line item."

We agree that it is apparent on the face of Crescent City's bid that a mistake was made in the unit price. We have held that where it is clear from the bid itself what price was actually intended, or where on the basis of logic and/or experience, it can be determined that one price makes sense while the other does not, correction of a bid and displacement of another bidder is allowed. See Federal Aviation Administration - Bid Correction, B-187220, October 8, 1976, 76-2 CPD 326. The factors that go into such a determination may include comparison with the other bid prices received and the Government estimate. Id.

Crescent City's unit price of \$4,200 is totally out of line with the other bidders' unit prices for the 16 units (Southwest Marine's bid obviously is mistaken) and would result in an extended price (\$67,200) that is almost three times the Government estimate of \$24,000. In such a situation, and notwithstanding the standard solicitation provision that a unit price governs where there is a discrepancy with the extended price, we will permit correction of a unit price to correspond to an extended price since the latter represents the only reasonable interpretation of the intended bid. Ideker, Inc., B-194293, May 25, 1979, 79-1 CPD 379.

Thus, Crescent City's extended bid price, which corresponds to its total bid, obviously was the firm's intended offer to the Government. Therefore, the contracting officer properly allowed correction. See DaNeal Construction, Inc., B-208469, December 28, 1982, 82-2 CPD 584.

The protest is denied.

for 
Comptroller General
of the United States