

vogany

27486

DECISION



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

FILE: B-213406

DATE: February 22, 1984

MATTER OF: Grandville Electric, Inc.

DIGEST:

Where the contracting agency is authorized to correct a mistake in bid after bid opening, GAO review is restricted to determining whether the contracting agency had a reasonable basis for the determination to correct. Based on our review, we cannot question the agency's decision to allow correction for a \$100,000 bid error where the bidder's worksheets support the correction.

Grandville Electric, Inc. protests the decision of the Veterans Administration (VA) to permit Tristar Corporation to correct a mistake in its bid submitted in response to invitation for bids (IFB) No. 83-1040. We deny the protest.

The IFB solicited bids for rewiring five buildings at the VA Medical Center, Battle Creek, Michigan. The IFB required the work to be performed at all five buildings to be bid as a single lump sum item (item No. 1). The IFB also called for two alternate lump sum items (item Nos. 2 and 3), which deleted a portion of the work specified by item No. 1 because the VA anticipated a possible shortage of available funds for the project. Thus, item No. 2 called for a lump sum price for work on four of the five buildings while item No. 3 called for a lump sum price for work on only three of the five buildings.

Two bids were received in response to the IFB. These bids and the government's estimate are indicated below.

<u>Bid/Estimate</u>	<u>Item No. 1</u>	<u>Item No. 2</u>	<u>Item No. 3</u>
Tristar	\$ 63,514.47	\$ 48,563.10	\$ 34,809.59
Grandville	\$234,917.00	\$197,000.00	\$159,900.00
Government estimate	\$223,000.00		

028084

The contracting officer requested Tristar to verify its bid because of the price disparity reflected above. A representative of Tristar advised the contracting officer by telephone of an alleged mistake and subsequently provided the contracting officer with its original worksheets in support of its request for correction or withdrawal of its bid. Tristar alleged that two individuals were involved in preparing its bid. Of these two individuals, one merely transcribed the figures from the worksheets to the bid schedule and was not involved in preparing the actual estimates. The other individual prepared an estimate for each of the five buildings consisting of 2 pages of worksheets for each building, for a total of 10 pages. The individual transcribing the figures to the bid schedule erroneously had taken only the total appearing at the bottom of the first page of the estimate for each building rather than also incorporating the total appearing as additional costs on page 2 of the worksheets for each building. As a result of this omission, Tristar contended that its bid price for item No. 1, the awarded item, was understated by \$100,792.78 and, therefore, requested that it be permitted to correct its price for item No. 1 to \$164,307.25.

The information concerning Tristar's alleged mistake in bid was submitted to the VA's Office of Procurement and Supply, in Washington. In its finding, that office determined that Tristar had submitted clear and convincing evidence of the mistake, the manner in which it occurred, and the intended bid. Therefore, the VA determined that Tristar could correct its bid to \$164,307.25, and award to Tristar was thereafter made on the basis of the corrected price which remained the low bid.

The scope of our review in this case is narrow. Authority to correct mistakes alleged after bid opening but prior to award has been delegated to the procuring agency; our Office will not disturb a determination by the agency in this regard unless there is no reasonable basis for the decision. John Amentas Decorators, Inc., B-190691, April 17, 1978, 78-I CPD 294. We have reviewed the record prepared in response to Tristar's request to correct its bid and conclude that a reasonable basis existed for the VA's determination that both the existence of a mistake and the bid actually intended had been established by clear and convincing evidence. For example, the worksheets contain detailed cost elements for each item of work comprising the job. From our review of the worksheets, it is apparent that the bid schedule incorrectly reflected only the totals

for page 1 cost items of the worksheets for each building. Further, when all cost totals on pages 1 and 2 of the worksheets for all five buildings are properly added, the total figure corresponds to the requested corrected amount of \$164,307.25 for item No. 1 of the schedule. We therefore conclude that the determination to correct the bid was a reasonable one.

Grandville argues, however, that it remains skeptical about the alleged mistake which affected three separate line items; that correction was improperly permitted the day after bid opening which allowed a "home-made" bid to be crafted, thereby casting serious doubt on the integrity of the competitive bidding process; and that the alleged mistake was really a product of a "misquote" because Tristar failed to do a proper site inspection. Finally, Grandville also maintains that the VA, by permitting correction, was solely motivated by the desire to achieve monetary savings. Grandville has offered no evidence in support of its position.

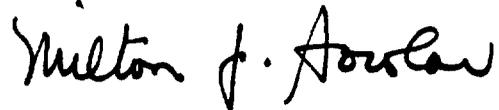
In response to Grandville's allegations, we merely note that the existence of an error and the bid actually intended may be established from the bid, the bidder's worksheets and other evidence submitted. Our Office has found worksheets by themselves to be clear and convincing evidence where, as here, they are in good order and indicate the intended bid price, so long as there is no contra-vening evidence. Trenton Industries, B-188001, March 31, 1977, 77-1 CPD 223. Concerning Grandville's misgivings about the bona fide nature of the alleged mistake and the requested correction, we also note that a protester has the burden of affirmatively proving its case. Reliable Maintenance Service, Inc.--Request for Reconsideration, B-185103, May 24, 1976, 76-1 CPD 337. We find nothing in the record, other than Grandville's unsupported and speculative allegations, which provides a basis to question the determination of the VA to permit correction of Tristar's bid.

We note Grandville's concern that bid correction after bid opening and the disclosure of prices compromises the integrity of the competitive bidding system. However, the regulatory requirement that corrections be limited to those cases where the evidence clearly and convincingly establishes the existence of a mistake and the bid actually intended serves as a safeguard against abuse. Since the

mistake in bid procedures here were strictly followed, the integrity of the competitive bidding system was not prejudiced, and the United States should thus have the cost benefit of the corrected bid since it is still lower than any other bid submitted. See John Amentas Decorators, Inc., supra.

Grandville also alleges that Tristar, after award, improperly submitted to the VA a proposal for additional funds to install certain wiring which, according to Grandville, was already required to be performed under the terms of the basic contract. We will not consider this matter. Contract modifications involve contract administration, which is the responsibility of the procuring agency and is not encompassed by our bid protest procedures except in circumstances not involved here.

The protest is denied.

A handwritten signature in black ink that reads "Milton J. Aowlan". The signature is written in a cursive, slightly slanted style.

Acting Comptroller General
of the United States