

DECISION

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

FILE: B-221113.2 **DATE:** March 6, 1986

MATTER OF: Consolidated Maintenance Company

DIGEST:

Agency acted reasonably in permitting bidder to correct error in monthly bid price even though corrected bid displaced low bid, since mistake and intended monthly bid price were ascertainable from bid itself.

Consolidated Maintenance Company (Consolidated) protests the award of a contract for janitorial and related services to Amenko Services Company (Amenko) under General Services Administration (GSA) invitation for bids (IFB) No. 85-09-043. Consolidated contends that Amenko was improperly permitted to correct its bid price and displace Consolidated as the apparent low bidder.

We deny the protest.

Bidders were required to "quote a monthly price" for an initial 12 month base period and for two additional 12 month option periods. Spaces were provided for the insertion of monthly prices, and just below, an additional space was provided for the insertion of a "total." The IFB indicated that the monthly price quoted for each period would be multiplied by 12 months and then totaled to determine the low bidder. The bid submitted by Amenko showed a monthly price of \$62,544 for each of the three periods and a total price of \$187,632. Consolidated bid monthly prices of \$6,083, \$6,143, and \$6,143, respectively, and a total price of \$220,428.

The contracting officer concluded that Amenko's monthly price of \$62,544 was an obvious error and clearly constituted yearly rather than monthly prices. The contracting officer states that this was apparent from the fact that \$62,544 multiplied by three (the base and option periods) equaled \$187,632--the total Amenko had inserted in its bid. In addition, it was noted that Amenko had submitted a bid bond whose penal sum was for 20 percent of the annual amount bid, not to exceed \$13,000, and that this \$13,000 sum was consistent with \$62,544 being a yearly rather than a monthly

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price. The contracting officer determined that Amenko's insertion of \$62,544 as a monthly price constituted an apparent clerical mistake under the Federal Acquisition Regulation (FAR), § 14-406.2(a) (FAC 84-5, Apr. 1, 1985), and Amenko was requested to verify that its monthly price should have been \$5,212 (\$62,544 divided by 12 months). After receiving this verification from Amenko, award was made to the firm on this basis.

Consolidated argues that since the IFB indicated that the monthly prices were to be controlling, GSA was required to evaluate \$62,544 as Amenko's per month bid. Also, Consolidated contends that \$5,212 per month is not the only reasonable interpretation of what Amenko intended to bid. Consolidated argues that Amenko may have misplaced the decimal point and actually intended to bid a monthly price of \$6,254.40. Consolidated points out that the corresponding total of \$75,052.80 is well within the range of the other bids and the government estimate and that therefore another reasonable and more plausible explanation exists for the nature of the mistake that occurred.

Consolidated also contends that section 14-406.2(a) of the FAR concerns only unit pricing and extended pricing discrepancies and is inapplicable to the present case. Consolidated argues that in other IFB's where GSA requested monthly prices, GSA did not also request a total price and that the total prices submitted in this case should therefore not be considered. Finally, Consolidated contends that the contracting officer advised Amenko as to the amount of the error by requesting verification of the \$5,212 price before concluding that that was the actual nature of the mistake that had occurred.

The regulations provide that after the opening of bids, the contracting officer is to examine all bids for mistakes and to request verification of those bids that contain or are believed to contain mistakes. FAR, § 14.406-1. If a bid contains an "apparent clerical mistake," the contracting officer may correct the bid after obtaining the bidder's verification of the intended bid. FAR, § 14.406-2. In order for a mistake to be treated as an "apparent clerical mistake," however, the contracting officer must be able to ascertain the intended bid without the benefit of advice from the bidder. See DeRalco, Inc., B-205120, May 6, 1982, 82-1 CPD ¶ 430. With respect to other mistakes disclosed before award, FAR, § 14.406-3(a), provides that a bidder may be allowed to correct its bid to displace a lower bid if (1) clear and convincing evidence establishes both the existence of the mistake and the bid actually intended, and (2) the

mistake and the intended bid are ascertainable substantially from the invitation and the bid itself. Thus, regardless of which FAR section applies to the correction of Consolidated's bid, the issue is whether the existence of a mistake and the intended bid were ascertainable from the bid as submitted.

We find no basis to question GSA's determination to permit correction of Amenko's bid and the agency's conclusion that Amenko intended a monthly bid price of \$5,212. A monthly price of \$62,544 was an obvious error. Although other IFB's issued by GSA may not have had a separate line requesting a total bid price, GSA requested that bidders provide such a total in this case and we point out that Consolidated itself submitted such a total. Since the bid price for the base period and the option periods equaled the total price submitted by Amenko, it was clear that Amenko has submitted a yearly price rather than a monthly price, and we believe the agency reasonably divided the submitted price by 12 in arriving at the actual per month bid. See Camden Ship Repair Co. Inc., B-219445, Sept. 13, 1985, 85-2 CPD ¶ 288.

With respect to Consolidated's argument that Amenko could have misplaced the decimal, we do not find this to be a reasonable conclusion in view of the \$187,632 total price bid by Amenko. Assuming that a decimal had been misplaced and Amenko intended to bid \$6,254.40 per month, Amenko would have multiplied that price by 12 months to obtain a yearly total and its total price would have been \$225,158.40. That Amenko reached a total instead of \$187,632 reasonably indicates that no such error was made and that Amenko intended its \$62,544 price to be a yearly one.

Finally, we do not believe that the contracting officer improperly advised Amenko by requesting Amenko to verify that it had intended to bid a monthly price of \$5,212. The FAR, § 14.406-2(a), states that before a bid may be corrected the contracting officer shall first obtain from the bidder a verification of the intended bid price. Amenko verified that its intended monthly price was \$5,212 and we see nothing improper in the agency's action in this regard.

The protest is denied.

for *Seymour Efron*
Harry R Van Cleve
General Counsel