



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Sabre Communications Corporation

File: B-227116

Date: July 28, 1987

DIGEST

Low bid may not be corrected upward based on the bidder's decision, in preparing the bid, to use an outdated rather than the current design manual required by the solicitation where the bidder later learns it will cost more to comply with the current manual. The reason is that the bid the firm submitted was the bid it intended, so that the error does not qualify as a mistake that can be corrected under the applicable regulations. The bid properly was rejected instead, since it is clear that it was not based on the specification's essential elements.

DECISION

Sabre Communications Corporation protests the rejection of its low bid as nonresponsive under invitation for bids (IFB) No. DTCG50-87-B-00095, a small business set-aside issued by the United States Coast Guard for the design and fabrication of two antenna towers and accessories. Sabre, the apparent low bidder, contends that the specifications are defective and that as a result Sabre bid too low. Sabre asks that it be allowed to correct its bid upward, to an amount that would not change its status as the low bidder, or, alternatively, that the Coast Guard be required to reject all bids and reissue the solicitation with proper requirements.

We deny the protest.

The IFB specifications advised potential bidders that the design procedure for the determination of wind pressures, loads, and stresses of the tower shaft and guys should be as stated in Naval Facilities Engineering Command (NAVFAC), publication DM-2, dated November of 1981.^{1/} The specifications, at page 9, again identified the document as

039607

^{1/} The date was added by an amendment to the IFB.

"Department of the Navy, Naval Facilities Engineering Command, Design Manual-Structural Engineering, NAVFAC DM-2" and, on page 7, advised potential bidders that the most recent edition of the document in effect on the date of the IFB (March 6, 1987), formed a part of the specifications. The IFB specifications also advised that copies of military specifications and standards could be obtained from the Commanding Officer, U.S. Naval Publications and Forms Center, 5801 Labor Avenue, Philadelphia, Pennsylvania, and gave the name and telephone number of the contracting officer, for information on the IFB.

Six bidders, including Sabre, responded by the April 21 bid opening date. The Coast Guard then asked Sabre to verify its bid, which was 30 percent lower than the next low bid. In response, Sabre informed the Coast Guard that it had made a mistake in its bid, and requested that it be allowed to correct the mistake, which Sabre stated resulted from its use of NAVDOCKS DM-2, the February 12, 1962, edition of the required design manual. The contracting officer, however, rejected Sabre's bid because it was not based on the design manual specified in the IFB.

Sabre, in protesting that it should be permitted to correct its bid upward, complains that the referenced design manual, NAVFAC DM-2, dated November 1981, is a non-existent document, and that the Coast Guard really meant NAVFAC DM-2.2.2/ Sabre states that it learned this when it attempted to obtain NAVFAC DM-2 from the Government Printing Office (GPO). Sabre states that GPO was unable to furnish it a copy of DM-2.2, and the firm therefore used the February 12, 1962, edition of the design manual, NAVDOCKS DM-2, as a guideline in performing the structural analysis for the tower. Sabre contends that because of its inability to obtain the current design manual its bid was underpriced, and should be corrected to read \$829,000 for the base bid (an increase of \$135,860 in its original bid) and \$893,926 for the optional items (an increase of \$200,626 in its original bid). Sabre contends that if the design manual had been cited correctly, the increased price is exactly what the firm would have bid. Sabre notes that even with the increase its bid is \$206,166 less than the next low bid.

2/ The record shows that NAVFAC DM-2 is divided into subsections for various applications. For example, DM-2.1 is entitled "General Requirements," while DM-2.2 applies to wind loads (the matter involved in the present protest).

The Coast Guard properly declined to permit the requested correction. The regulations do allow correction of mistakes before award in certain circumstances. See Federal Acquisition Regulation, 48 C.F.R. § 14.406 (1986). To qualify for correction in the first instance, however, the bidder must establish that the bid it submitted was not the bid it intended. See C.W.R. Construction, Inc., B-224301, Dec. 2, 1986, 86-2 CPD ¶ 629. Correction is not available to a firm that based its bid on particular judgments and risks known to it at the time it submitted the bid, and which ultimately are proven to have been incorrect or unwise. Handy Tool & Mfg. Co., Inc., 60 Comp. Gen. 189 (1981), 81-1 CPD ¶ 27. Here, Sabre bid precisely what it intended to bid; Sabre intentionally used the 1962 design manual in formulating its bid while knowing that NAVFAC DM-2.2 was the most current design manual available.

Sabre also argues that the solicitation's imprecise description of the design manual as NAVFAC DM-2 was the proximate cause of Sabre's confusion and inability to prepare a proper bid, and that the solicitation therefore should be canceled if Sabre cannot correct its error.

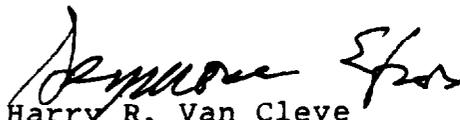
We find no merit in Sabre's argument. The IFB was clear that the most recent version of the design manual applied, and that the version had been published in November of 1981 (at the earliest). Also, Sabre knew before bidding that NAVFAC DM-2.2 was the correct manual designation, and the IFB was clear as to exactly where a prospective bidder could secure any necessary specifications and standards. Notwithstanding these factors, Sabre never attempted to obtain NAVFAC DM-2.2 from either source listed in the solicitation prior to submitting its bid and, moreover, when its efforts to obtain the manual from GPO were unsuccessful, the firm decided to risk relying on the 25-year old NAVDOCKS publication.

We think the solicitation's advice as to the specifications in issue was adequate, considering the further advice about where to obtain them. In our view, it was Sabre's decisions (1) to pursue securing the manual through GPO, and (2) having been unsuccessful, to rely on the 1962 manual, that led to the firm's failure to prepare its bid on the proper basis. Accordingly, we see no reason to cancel the IFB.

In sum, the Coast Guard properly did not permit Sabre to increase its bid price. Further, since the record is clear that Sabre submitted a bid that was not based on one of the

IFB's essential requirements, the Coast Guard's rejection of the bid was proper. Inter-Continental Equipment, Inc., B-225689, May 14, 1987, 87-1 CPD ¶ 511.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel