



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: North Landing Line Construction Company
File: B-239662
Date: July 20, 1990

David A. Hearne, Esq., Outland, Gray, O'Keefe and Hubbard,
for the protester.
Vasio Gianulias, Esq., Office of the General Counsel,
Department of the Navy, for the agency.
Catherine M. Evans, and John M. Melody, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

Protest that agency improperly allowed correction of
mistake in low bid after bid opening is denied where mistake
was apparent clerical error and could be readily corrected
by applying standard mathematical calculation.

DECISION

North Landing Line Construction Company protests the award
of a contract to the low bidder, Hitt Electric Corp., under
invitation for bids (IFB) No. N62470-89-B-5701, issued by
the Department of the Navy for replacement of PCB-
contaminated concrete and installation of epoxy grout.
North Landing, the second-low bidder, alleges that the
contracting officer improperly determined that a mistake in
Hitt's bid was correctable as an apparent clerical error.

We deny the protest.

The IFB requested a base bid for item (a), a base bid for
item (b), and a total for both items. Award was to be made
to the bidder offering the low total price for both items.
At bid opening on May 1, 1990, Hitt and North Landing
submitted bids as follows:

<u>Bidder</u>	<u>Item (a)</u>	<u>Item (b)</u>	<u>Total</u>
Hitt	\$ 65,299	\$ 17,850	\$674,149
North Landing	730,190	17,703	747,893

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North Landing immediately noted the discrepancy in Hitt's bid and called it to the bid opening officer's attention. When subsequently asked to verify its bid, Hitt responded that the item (a) price should have read \$656,299. Based upon the obvious error in the bid and Hitt's verification, the contracting officer corrected the error pursuant to Federal Acquisition Regulation (FAR) section 14.406-2, which governs correction of clerical errors. North Landing learned of the agency's action and filed this protest before award.

We think the contracting officer acted reasonably in determining that Hitt's mistake was a correctable clerical error. Under FAR § 14.406-2, a contracting officer may correct a clerical mistake apparent on the face of a bid without further agency approval after the bidder verifies the intended bid. Military Waste Management, Inc., B-228862, Oct. 30, 1987, 87-2 CPD ¶ 424. We think both Hitt's mistake and its intended bid are obvious from the face of the bid. The correct price for item (a), \$656,299, is ascertainable simply by subtracting the item (b) price from the total price for both items. When this number is compared with that listed on the bid schedule, \$65,299, it is obvious that Hitt made a clerical error in transposing the figures. Thus, Hitt's intended bid was clear and the contracting officer could readily correct the bid. See id.; S.C. Jones Servs., Inc., B-226972, June 10, 1987, 87-1 CPD ¶ 583.

As to North Landing's contention that the discrepancy in Hitt's bid rendered it ambiguous and therefore nonresponsive, since the mistake in Hitt's bid was an obvious clerical error, the bid was not ambiguous and was properly considered for award.

The protest is denied.



 James F. Hinchman
General Counsel