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Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** U.S. General, Inc.--Reconsideration

**File:** B-245452.2

**Date:** May 1, 1992

Denver C. Snuffer, Jr., Esq., Maddox, Nelson, Snuffer & Dahle, for the protester, Paul E. Jordan, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Request for reconsideration is denied where protester fails to show any error of law or fact warranting reversal of finding that agency reasonably denied request for correction of mistake in bid.

### DECISION

U.S. General, Inc. requests reconsideration of our decision denying its protest against the United States Coast Guard's determination not to permit General to correct an alleged mistake, before award, in its low bid under invitation for bids (IFB) No. DTCG50-91-B-643419, for Pier 4 and building repairs at the Coast Guard base in Honolulu, Hawaii. U.S. General, Inc., B-245452, Jan. 2, 1992, 92-1 CPD ¶ 8.

We deny the reconsideration request.

Of four bids submitted, General's bid of \$844,000 was apparently low. Since General's bid was \$446,000 less than the government estimate and more than \$500,000 less than the second low bid, the contracting officer requested the bidder to verify its bid. In response, General notified the agency that there was a mathematical error in its bid and requested that it be allowed an upward correction to \$1,183,828, or alternatively that it be permitted to withdraw its bid. In support of its claim, General submitted only two undated computer pricing sheets which included the line items it created to arrive at its total bid price, and which

demonstrated a mathematical error.<sup>1</sup> The contracting officer denied General's request to correct, but permitted General to withdraw its bid based on the finding that there was sufficient evidence that a mistake had been made.

In refusing to allow the upward correction, the contracting officer determined that there was insufficient evidence of the intended bid because General, despite being requested to do so, did not provide supplier or subcontractor quotes, and did not provide backup data showing how it reached its wage rates, material costs, and bond and insurance costs which would substantiate that General created the worksheet figures during its bid preparation. In view of the absence of supporting evidence, we found that the contracting officer reasonably determined that General had failed to establish its intended bid by clear and convincing evidence.

In its request for reconsideration, General argues that our decision was based on two factually inaccurate statements concerning its worksheets.<sup>2</sup>

The first matter raised by General concerns the appearance and meaning of certain percentage figures on the worksheets. In our decision, we detailed several areas in General's bid for which the protester failed to provide backup materials. We then observed that the agency found an apparent discrepancy between General's calculation of its profit figure, which increased proportionately with the increased cost, and a "general conditions" cost category which did not increase. We stated: "Specifically, the 'uncorrected'"

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<sup>1</sup>The term "line items" is used in this decision to refer to General's internally created price breakdowns, not the IFB line items. Essentially, the bid consisted of total prices for categories of work and did not require the submission of individual price breakdowns.

<sup>2</sup>General also requested, as it did in its initial protest, that we conduct a hearing on the matter, so that it may establish its intended bid. We deny the protester's request. The agency provided General an opportunity to submit its available proof and supporting documentation when the mistake initially was alleged. It was at this time that General should have provided all available information to establish its case. While the protester disputes the agency's assertion that it requested backup data, the record demonstrates that additional information was requested by the agency. Further, the protester was again put on notice of this need during the protest process and still declined to submit any such data. Under these circumstances, we did not believe that a hearing was appropriate, and we decline to grant one on reconsideration.

worksheet multiplied the total hard costs by a stated 10.29 percent to arrive at the cost for 'general conditions,' but the 'corrected' version maintains the same total figure for general conditions, and now states a 7.34 percent figure with respect to the total hard costs." U.S. General, Inc., supra, at 3.

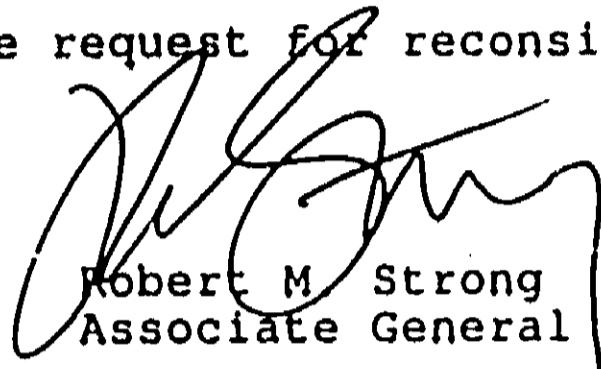
Both in its submissions to the agency and to our Office, the protester contended that the general conditions figure was not derived as a percentage of other costs; rather, it remained the same for the mistaken and corrected bids. General now accounts for the presence of the percentage figures on its worksheets by explaining that they are merely generated by its computer program to represent the percentage of total hard costs which the "general conditions" figure represents. General's further explanation does not affect our decision. We acknowledged General's position in our decision, stating that: "[w]hile the protester argues that the costs for general conditions did not vary, the worksheet which includes a percentage figure next to the line item suggests the opposite, that is, that the amount was generated by a percentage entry." Id.

We did not conclude that General necessarily used a percentage to calculate the figures and, thus, that the worksheets were erroneous. Rather, our point was that the unexplained presence of the percentage notations reasonably supported a conclusion different from that advocated by the protester. General's failure to fully explain and substantiate the meaning of the percentage figures contributed to the agency's determination. It was not until its reconsideration request that the protester finally provided a possible explanation of why the percentages appeared on the worksheets. However, our regulations do not contemplate the unwarranted piecemeal presentation or development of protest issues. See G.H. Harlow Co., Inc.--Recon., B-245050.2; B-245051.4, Apr. 10, 1992, 92-1 CPD ¶ \_\_\_\_.

The second matter raised by protester concerns our finding that the corrected worksheet reflected a greater total than could be accounted for by the figures on the sheet. General is correct that the figures on both worksheets, when properly added, do reflect the total claimed by the protester. Our statement in the prior decision was based on poor copies of the worksheets submitted by the parties, which omitted one of General's line items. Another copy in the record, submitted with General's comments, contains the omitted line items. However, while we mentioned this discrepancy in the decision, it was not material to our resolution of the initial protest.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must show that our prior decision contains either errors of fact or law or present information not previously considered that warrants reversal or modification of our decision. 4 C.F.R. § 21.12(a) (1992). While our prior decision contained a factual error, it does not warrant reversal or modification of our decision. Our decision was not based solely upon General's apparent failure to account for all costs on the corrected worksheet; rather, we found that General failed to provide sufficient supporting evidence to the contracting officer to establish its intended bid.

The request for reconsideration is denied.



Robert M. Strong  
Associate General Counsel