



Comptroller General  
of the United States  
Washington, D.C. 20548

553146

# Decision

**Matter of:** JJS Services, Inc.  
**File:** B-256302  
**Date:** June 6, 1994

Denzil D. McKenzie, Esq., McKenzie & Edwards, P.C., for the protester.  
Kenneth M. Homick, Esq., Garrett L. Rensing, Esq., and Paul M. Fisher, Esq., Department of the Navy, for the agency.  
Robert C. Arsenoff, Esq., and John Van Schaik, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

Protest against agency's disallowance of a request to make a downward correction to protester's bid price as a result of a mistake in bid is denied where allowing the correction would displace the low bidder, and the existence of the mistake and the intended price are not substantially ascertainable from the bid itself.

## DECISION

JJS Services, Inc. protests the award of a contract to White Glove Service Systems under invitation for bids (IFB) No. N62472-93-B-2040, issued by the Department of the Navy for janitorial services at its shipyard in Kittery, Maine. The protester argues that, had the agency not improperly disallowed a requested correction for an alleged mistake in its bid, its price would have been lower than the awardee's.

We deny the protest.

The IFB contemplated a contract combining firm, fixed-price lump-sum work and indefinite quantity work during a base and 2 option years. It contained numerous line items, two which are the subject of this protest. Line item 0002AK (AK) contained a preestablished figure of \$15,000 for prepriced material costs to be reimbursed by the government and a space for bidders to indicate a percentage-based material burdening rate. It also contained a space for bidders to enter the total burdened amount bid for prepriced materials (i.e., \$15,000 times the bidder's burdening rate plus \$15,000--the "extended amount"). A relevant instruction

provided that, in the event of a difference between unit prices bid and extended total amounts, "the unit price will be held to be the intended bid and the total recomputed accordingly."

Line item 0002AJ (AJ) contained a preestablished number of labor hours (10,000) to perform general cleaning tasks. Bidders were required to indicate an hourly labor rate and compute an extended total. A relevant instruction defined the labor rate as including a number of factors including costs for "expendable materials," which were distinguished from other, "separately reimbursable" material costs included under item AK.

Twenty bids were received. Following an initial evaluation,<sup>1</sup> the two lowest bids appeared to be:

JJS	\$963,335.84
White Glove	\$970,650.68

The Navy contacted JJS concerning its price for item AK and informed the protester that it had apparently failed to add the \$15,000 for prepriced materials in computing its extended amount for the item. JJS subsequently acknowledged that \$15,000 should be added to its overall price because of this computational error. At the same time, JJS requested a decrease in its price for item AJ. JJS stated that it had mistakenly included a calculation for materials when computing its labor rate of \$16.74 per hour and submitted that its rate should have been \$15.24 per hour, suggesting that the resultant \$15,000 difference for item AJ was merely the amount that it had failed to add into its materials price for item AK.

The Navy requested and received evidence in support of this claimed mistake in the form of JJS's work sheets. Upon examination of JJS's bid and the work sheets, the agency concluded that JJS had failed to establish the existence of a mistake and the amount it intended to bid and disallowed downward correction as requested for item AJ. This protest followed.

JJS maintains that it never requested an adjustment in its overall bid price since the increase for material costs under item AK was identical to the decrease requested for item AJ, the purpose of which was merely to make a computational adjustment to properly apportion material

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<sup>1</sup>During this initial evaluation, two bids were rejected and other price adjustments were made for claimed or detected mistakes which are not in dispute.

costs between the two items. The protester argues that, since it never requested an overall correction to its total price, the agency was without authority to add \$15,000 for item AK while disallowing a comparable downward reduction for item AJ. We disagree.

The two corrections are not interrelated as the protester suggests. The first correction, which the protester assented to, merely involved the inclusion of preestablished material costs into the protester's price as required by the IFB. It had the effect of raising JJS's price to \$978,335.84--making it second low to White Glove's overall price of \$970,650.65.

The second requested correction was not reflective of a clerical error and, had JJS's price for item AJ been reduced by \$15,000 as requested, its overall price would have displaced White Glove's price as low. Such a requested correction is subject to the rules set forth in FAR § 14.406-3 and correction may only be permitted where a bidder presents clear and convincing evidence of the existence of a mistake and the bid actually intended. Bullrun Mountain Honey Co., Inc., B-243325, Apr. 3, 1991, 91-1 CPD ¶ 344. Further, if the bid as corrected will displace a lower bid, the existence of the mistake and the intended price must be substantially ascertainable from the IFB and the bid itself. *Id.*

As the agency points out, nothing on the face of JJS's bid for item AJ indicates the existence of a mistake or the intended bid price. The hourly labor rate of \$16.74, which JJS claims to be mistakenly high as the result of the inclusion of an amount for material costs, is lower than the rates submitted by two other bidders--including the awardee. Since the elements permitting correction are, thus, not substantially ascertainable from the bid itself, the agency properly disallowed the requested correction for item AJ which, if granted, would have caused the protester to displace White Glove as the low bidder. Bullrun Mountain Honey & Co., Inc., *supra*.

The protest is denied.

/s/ John M. Melody  
for Robert P. Murphy  
Acting General Counsel