



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

B-179410

40143

October 29, 1973

Service Engineering Co.
Pier 12
San Francisco, California 94105

Attention: Mr. Ray J. Kalispina
President

Gentlemen:

We refer to your letter of July 5, 1973, protesting against award of a contract to Colberg, Inc. (Colberg), under invitation for bids (IFB) DAAG08-73-B-0364. It is your contention that your firm submitted the low, responsive and responsible bid and that the bid submitted by Colberg was nonresponsive and should have been rejected.

On June 6, 1973, the Sacramento Army Depot issued IFB DAAG08-73-B-0364 covering a requirement for paint storage and spot painting. Four bids were received and were opened on June 25, 1973. Upon examination of the bids, the bid of Colberg was found to have an error in the grand total for the definite and indefinite items specified in Section B of the IFB.

The pertinent portions of Section B, together with Colberg's pricing responses, are as follows:

ITEM NO.	SUPPLIES/SERVICES AND PRICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>SCOPE OF WORK - DEFINITE ITEM:</u>					
0001	Preservation For Storage	XXXXXX	XX	XXX	\$
	Total Definite Item	XXXXXX	XX	XXX	\$49,536.00
<u>SCOPE OF WORK - INDEFINITE ITEM:</u>					
0002	Interior Spot Painting				

[Protest Alleging Awardee's Bid Was Nonresponsive]

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ITEM NO.	SUPPLIES/SERVICES AND PRICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Unit Price for One (1) Sq. Ft.			\$0.67	XXXXXX
	Total Price for Fifteen Thousand (15,000) Sq. Ft.			XXX	\$10,050.00
	* * *				
0003	Exterior Spot Painting				
	Unit Price for One (1) Sq. Ft.			\$0.43	XXXXXX
	Total Price for Fifty-Five Thousand (55,000) Sq. Ft.			XXX	\$23,650.00
	Total for Indefinite Items			XXX	\$33,700.00
	Grand Total Definite and Indefinite Items			XXX	\$116,963.00"

The correct total for items 0001, 0002 and 0003 is \$83,236. Colberg correctly extended and totaled indefinite items 0002 and 0003 and arrived at a "Total for Indefinite Items" of \$33,700. This correct subtotal was then mistakenly included in the computation of the grand total price. This caused items 0002 and 0003 to be "double-added." In addition, a transpositional error in Colberg's grand total price was found. The correct grand total price is \$116,936, rather than \$116,963, as shown on the bid.

The contracting officer, recognizing the apparent clerical mistakes, contacted Colberg to verify the errors as required by Armed Services Procurement Regulation (ASPR) 2-406.2. By telegram dated June 26, 1973, Colberg acknowledged the clerical errors and confirmed the original item prices. Colberg also verified its intention to complete the contract at the corrected total price of \$83,236.

The Deputy General Counsel's letter states that acceptance of Colberg's bid at \$83,236 had the effect of displacing your bid in the amount of \$114,000 for the three items.

It is your contention that the Colberg bid should have been rejected due to the discrepancy between the grand total price shown in the bid and the total of the item prices. You allege that Colberg could have quoted different prices for items and the grand total and pick either figure that would be advantageous to it.

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In B-179222, August 3, 1979, our Office recently restated the rule applicable here:

"The general rule is that correction of an erroneous bid will not be permitted if the correction would displace another bidder as the successful bidder, unless the error is obvious and the intended bid price can be ascertained from the bid itself. 50 Comp. Gen. 497 (1971). * * *

In our opinion, Colberg's bid was properly corrected. Paragraph D-4 of the solicitation, entitled "BASIS OF AWARD," provided that:

"Bids will be evaluated by considering the total bid for definite work plus the amount bid on the indefinite items. However, contract will be awarded on the definite work prescribed. The indefinite work will be performed by Change Order authorized by the Contracting Officer at the Unit Price or amount quoted in the Invitation. * * *

Since paragraph D-4 indicates that the total bid for the definite quantity (item 0001) and the "amounts" shown for the indefinite quantities (items 0002 and 0003) would be controlling, the further requests for a total price for the indefinite items and a grand total price were for the purpose of determining the apparent low bidder. Moreover, since payment for the indefinite items is to be based on the work actually performed and estimated quantities were used for calculating the "amounts," the unit prices for items 0002 and 0003 were to be controlling. (The unit prices for items 0002 and 0003 are not in issue here and the amounts shown in Colberg's bid are a correct extension of the unit prices shown.)

The contracting officer, therefore, properly focused on the amounts shown on Colberg's bid for items 0002 and 0003 and the price quoted for item 0001. We agree and conclude that the error was obvious and the intended bid was ascertainable from the bid itself. The "double-added" amount was clearly labeled "Total for Indefinite Items." And, apart from the obvious transpositional error, the grand total price for all items is the sum of all prices listed by Colberg in the amount column of the schedule. The intended total bid price is arrived at simply by deleting the amount shown as the "Total for Indefinite Items" from the grand total price.

Since the provisions of ASPR 2-406.2 have been fully complied with, and no basis is apparent from the record that the evidence was not sufficiently clear and convincing to warrant correction of Colberg's bid, we have no objection to the award of the contract to Colberg.

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Accordingly, your protest is denied.

Sincerely yours,

Paul G. Downing
For the Comptroller General
of the United States