

**DECISION**



*Boyle*  
*21879* 21756  
THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548  
*118319*

FILE: B-207313

DATE: May 6, 1982

MATTER OF: Columbia Pacific Construction Co

**DIGEST:**

GAO concludes that the low bid may be corrected because the record contains clear and convincing evidence showing that (1) the low bidder made a mistake in converting the supplier's quote measured in cubic yards to cubic meters (the unit of measure used in the IFB), (2) the mistake was dividing instead of multiplying by the conversion factor, and (3) the intended price is readily ascertainable.

The Department of Transportation requests an advance decision concerning an alleged mistake in the low bid submitted by Columbia Pacific Construction Co. (Columbia) relative to invitation for bids (IFB) No. 82-8-R17 for the Santiam Highway project in the Willamette National Forest, Oregon. We conclude that the bid may be corrected.

The IFB called for unit prices based on metric measurements. One item required a specific number of cubic meters of structural concrete. Columbia's bid price was \$300 per cubic meter. After bid opening, Columbia advised Transportation that it had made a mistake in the structural concrete item (one of the elements used as a basis for the \$300 unit price) in not correctly converting the concrete supplier's quote based on cubic yards to cubic meters, the unit of measurement used in the IFB.

Columbia explains, in the affidavit of its president, that it divided by the conversion factor when it should have multiplied by the conversion factor. Specifically, Columbia took its concrete quote of \$54.50 per cubic yard and divided by 1.31 to get \$41.53 per cubic meter, whereas Columbia

should have multiplied by 1.31 to get \$71.26 per cubic meter. Columbia asserts that its bid should be corrected by the difference between \$71.26 and \$41.53 multiplied by 481 or \$14,300 because Columbia used the \$41.53 figure in computing the \$300 but Columbia intended to use the \$71.26 figure.

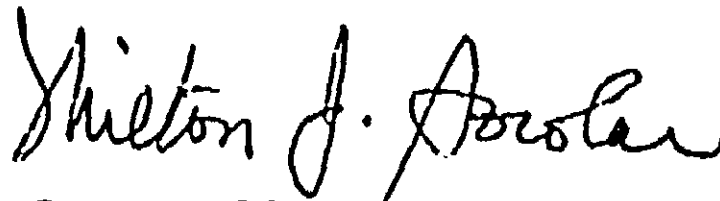
Transportation reports that if correction is allowed Columbia would still be low by a comfortable margin. However, Transportation questions whether the evidence of mistake is clear and convincing. Transportation notes that Columbia's workpapers do not show the actual computations used and Transportation cannot tell from the total bid price that there was a mistake in any one item. Transportation also notes that while the takeoff sheets are undated, there is a telephone proposal sheet, dated the same day as bid opening, which reflects the price of \$54.50 per cubic yard from the concrete supplier. Transportation reports that the concrete supplier provided the same quote to other bidders and since bid opening was at 2 p.m., Columbia's hand-carried bid may have reflected the supplier's same day quote.

Generally, a bid may be increased to correct a mistake alleged after bid opening and prior to award if the bidder has shown by clear and convincing evidence that an error was made, the manner in which it occurred and the intended price, provided the corrected price does not exceed the next low acceptable bid. Department of the Interior -- Request for Advance Decision, B-202748, June 10, 1981, 81-2 CPD 335.

Here, the takeoff sheet shows that Columbia used \$41.53 as the price per cubic meter for concrete. By reversing the conversion, incorrectly (dividing instead of multiplying), as Columbia states that it did, we mathematically arrive at a price of precisely \$54.40 per cubic yard. Thus, even though the takeoff sheet is undated, the mathematics supports Columbia's sworn version that there was an error and how the error occurred. Further, our conclusion is supported by the supplier's quote of \$54.40 and we have Transportation's independent verification that the record accurately reflects that price as the supplier's actual quote. Therefore, while the workpapers do

not show the mathematics of the actual conversion performed by Columbia (and, thus, the workpapers could not be expected to show the mistake itself), we find that the logic of the mathematics clearly establishes that Columbia intended to use \$54.40 per cubic yard as the unit price for concrete. Had Columbia properly converted its intended unit price from cubic yards to cubic meters, it would have used \$71.26 per cubic meter in computing its bid price.

From these facts, we find that the intended unit price was \$71.26 per cubic yard and the intended item total price should have been \$14,300 more than the total bid price for that item. Accordingly, Columbia's bid may be corrected to reflect its actual intended price.



Acting Comptroller General  
of the United States