

**DECISION****THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548****FILE:** B-213595.2**DATE:** June 18, 1984**MATTER OF:** Maintenance Pace Setters, Inc.--  
Reconsideration**DIGEST:**

Prior decision is affirmed where reconsideration request does not show any error in fact or law of prior decision.

The Department of the Air Force (Air Force) requests reconsideration of our decision in Maintenance Pace Setters, Inc. (MPSI), B-213595, April 23, 1984, 84-1 CPD 457.

The invitation for bids (IFB) solicited bids for custodial services for buildings at Griffiss Air Force Base, New York. We held that the Air Force improperly rejected MPSI's low bid for failure to acknowledge amendment 0001 which corrected the floor space measurement for the 485th area of building No. 1 from 6,500 square feet to 65,000 square feet. We found that, since the IFB as issued obligated MPSI to provide custodial services for those offices regardless of footage and since the firm's bid for the amended solicitation was still low, award should have been made to MPSI.

The Air Force argues that we failed to consider that the IFB instructs bidders that, in the event of an inconsistency among solicitation provisions, the bid schedule, which contained the footage error, takes precedence over the specification drawing which provided the correct measurement and the IFB clause warning bidders to visit the site. Based on this, the Air Force reasons that MPSI is bound to provide custodial services for only 6,500 square feet of the offices. The Air Force thus concludes that amendment 0001 materially affected the quantity of services to be provided and that award to MPSI would be improper. We disagree.

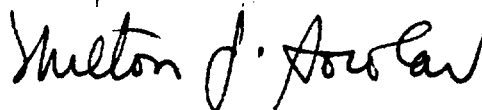
The IFB as issued requires that custodial services be provided for the base facilities and offices listed, including the 485th area of building No. 1. The square footage estimate provided for these offices does not affect this requirement. As we explained in our prior decision, the estimate merely assists bidders in determining prices; it does not impose any additional or different contractual

029198

obligation. Therefore, the Air Force's argument that the square footage estimate materially affects the quantity of services is without merit, since MPSI was obligated to provide custodial services for the specified area regardless of footage. In this regard, it is irrelevant that the footage estimate error was contained in the bid schedule.

The Air Force also reiterates its initial arguments that amendment 0001 materially affected the contract price and that to permit MPSI to perform at its bid price as submitted, to which MPSI agreed, would be prejudicial to other bidders, that is, would adversely affect the integrity of the competitive bidding system. These issues were addressed in our prior decision. While the Air Force disagrees with our disposition of them, it has not provided any new arguments or facts. Mere disagreement with our prior decision does not provide a basis to reverse that decision. Atlas Contractors, Inc.--Request for Reconsideration, B-209446.3, June 30, 1983, 83-2 CPD 46.

Since the Air Force has not shown any error in fact or law in our decision in Maintenance Pace Setters, Inc., supra, it is affirmed.

*for*   
Comptroller General  
of the United States