

DECISION



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

30853

FILE: B-218246.2

DATE: April 1, 1985

MATTER OF: Ryan Electric Company--Request for
Reconsideration

DIGEST:

1. Prior decision is affirmed on reconsideration where no error of fact or law is shown.
2. Failure to provide a price for a bid item as requested by an amendment may be waived as a minor informality where the bidder acknowledged receipt of the amendment, the change effected by the amendment was immaterial, the bidder's failure to include a price had no effect on its competitive standing, and the omitted item was divisible from the other contract requirements.

Ryan Electric Company (Ryan) requests that we reconsider our decision in Leslie & Elliott Company, B-216676, Feb. 19, 1985, 64 Comp. Gen. ___, 85-1 C.P.D. ¶ 212.

We affirm our prior decision.

In that decision, we held that the failure of Leslie & Elliott Company (L&E) to price item No. 2 (dealing with removal of hard material) as required by amendment 3 to the invitation for bids should be waived by the contracting agency as a minor informality. We found that the value of the change effected by amendment 3 was negligible in terms of price, L&E's failure to include a price for item 2 had no effect on the competitive standing of the bidders, and there is no need for the same contractor, who is installing lights, to remove the hard material, if encountered. Ryan, in its request for reconsideration, contends that the same contractor who installs the lights must remove any hard material which may be encountered. Ryan, by affidavit submitted before our prior decision was made, argues that almost all of the 18,000 linear feet of wiring to be installed is to be in excavated trenches and that most of the excavation is going to be in hard material (900-1,100 cubic yards).

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In reaching our prior decision, we considered Ryan's affidavit concerning the amount of hard material which Ryan believed would be encountered. Since the agency, however, estimated that only 20-cubic yards of hard material would be encountered, Ryan had not met its burden of proof in this regard. See Rogar Manufacturing Corporation, B-214110, Apr. 25, 1984, 84-1 C.P.D. ¶ 479.

Since Ryan's contention that the same contractor must perform both tasks is premised on its allegation that all of the excavation will be in hard material (900-1,100 cubic yards), this allegation is also without merit.

Since Ryan has not shown any error of fact or law in our initial decision, it is affirmed.

for *Larry R. Dan Cline*
Comptroller General
of the United States