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DECISION

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

FILE: B-218243 **DATE:** June 17, 1985

MATTER OF: Clay Bernard Systems International

DIGEST:

1. Where the contracting officer relies on objective evidence favorable to an offeror in making an affirmative determination of responsibility, GAO will not question the relative quality of the evidence.

2. Discrepancy between unit price and line item total is susceptible to correction under FAR § 15.607 since the alleged ambiguity admits of only one reasonable interpretation substantially ascertainable from the offer.

Clay Bernard Systems International (CBSI) protests the award of contract No. N00189-85-C-0169 by the Naval Supply Center, Norfolk, Virginia, to Supreme Automation Corporation (Supreme). CBSI contends that no company but itself can meet the personnel requirements specified in the solicitation.

Request for proposals N00189-85-R-0111, issued January 8, 1985, was for technical services including preventive maintenance, corrective maintenance, and on-the-job training for the Automated Storage Kitting and Retrieval System (ASKARS) hardware located at the Naval Air Facility (NARF). ASKARS is a material handling system composed of seven subsystems. Of these subsystems, only one, the terminal processors, is manufactured by CBSI.

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The solicitation contemplated a 6-month performance period to begin March 4, 1985, with no options. The CBSI proposal was $203,214, while Supreme offered a price of $178,860. Under clause C13 of the solicitation, offerors were required to provide personnel experienced in the following areas:

> "a. Data Processing and Peripheral equipment maintenance with digital electronic background and proven mechanical ability consisting of the following:
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> "(1) Electronic Maintenance - 2 years experience
> (2) Electrical Maintenance - 2 years experience
> (3) Pneumatic, Hydraulic and Mechanical Equipment Maintenance - 2 years experience
> (4) ASKARS Hardware Maintenance - 1 year experience
> (5) One year experience in ASKARS system maintenance." (emphasis supplied)

Although neither offeror provided resumes as proof of their compliance with the clause, in the case of CBSI, the contracting officer assumed that because CBSI was the incumbent contractor, it met the personnel experience requirements.

With respect to Supreme, the contracting officer relied on the certification of compliance provided by Supreme in a cover letter to its proposal. The contracting officer also requested additional contract performance information which Supreme provided by letter dated February 13, 1985. Additional information was also elicited from the Defense Contract Administration Services Management Area--Springfield, New Jersey (DCASMA), which had recently performed a positive preaward survey on Supreme for identical services at the NARF, Jacksonville, Florida. Based on this information, the contracting officer determined that Supreme was responsible and since Supreme's offer was low in price, award was made on February 27, 1985.

CBSI argues that Supreme's certification of compliance did not offer a guarantee that its personnel had the required experience because Supreme stated "it is our belief we comply with the requirement . . . that we have established the required 1 year experience on the type of

equipment subsystems used in ASKARS." CBSI argues that this statement coupled with the fact that Supreme was attempting to hire one of CBSI's employees with ASKARS experience, should have put the contracting officer on notice that he should inquire further into the matter. Since there was evidence that Supreme might not meet the solicitation's requirements, CBSI, citing Lou Ana Foods, Inc., 61 Comp. Gen. 385 (1982), 82-1 C.P.D. ¶ 484, states that the contracting officer improperly failed to require Supreme to produce affirmative proof of its ability to meet them.

CBSI alleges that the positive DCASMA survey of Supreme covering a contract for identical services at the Jacksonville NARF did not show anything more than Supreme's general responsibility as a contractor; and there was no showing that the same criteria were included in that solicitation. CBSI asserts that even if the same criteria were included in the Jacksonville solicitation, since the pool of individuals with ASKARS experience was small, there was no assurance that Supreme had the requisite number of experienced individuals to perform this contract.

Essentially, CBSI's argument is that since it has performed the vast majority of effort on ASKARS systems, finding an alternative source for technicians with ASKARS systems experience was unlikely.

In this regard CBSI states:

> "The solicitation reflects an understanding of the significance of directly relevant systems--ASKARS systems--experience. So much so that there are two distinct, express requirements for ASKARS experience. And one of these solicitation requirements is expressly for ASKARS 'systems' experience.
>
> "In the United States, there are hundreds of aisles of mini-load stackers, thousands of mile of conveyors, and dozens of systems that could be referred to as 'automated material handling' installations. There are only five ASKARS. The solicitation did not merely seek experience on the components of an ASKARS, nor on superficially similar automated material handling systems. It required, for each technician provided by the offeror, a year's experience on ASKARS. Clearly, the offerors were on notice that a precisely

> defined, and relatively rare, skill was required to be provided, in each of the individuals to be provided to support all three shifts."

We will not object to a contracting officer's affirmative determination of responsibility unless it is shown to be without a reasonable basis. Where the contracting officer relied on objective evidence favorable to an offeror in making an affirmative determination of responsibility, GAO will not question his decision as the relative quality of the evidence is a matter for judgment of the contracting officer and not GAO. Watch Security, Inc., B-209149, supra. In this case the contracting officer not only relied on Supreme's self certification but also obtained a favorable DCASMA report on Supreme. Moreover, he followed up by inquiring from the Jacksonville NARF as to Supreme's performance. The reply he received was that Supreme was performing satisfactorily. We find that this was sufficient objective evidence for the contracting officer to find that Supreme was responsible. With regard to CBSI's reliance on Lou Ana Foods, Inc., 61 Comp. Gen. 385 (1982), supra, the agency there was on notice through its own preaward audit that the firm which ultimately received the award could not meet the requirement of the solicitation. Here, the preaward survey found that Supreme was performing satisfactorily on an identical contract.

CBSI alleges that Supreme only has experience on similar systems, not on ASKARS. We have recognized that there may be situations where a bidder or offeror may not have met the specific experience criteria but has clearly exhibited a level of achievement either equivalent to or in excess of that minimum level specified and may properly be deemed responsible. Haughton Elevator Division, Reliance Electric Company, supra; Aero Systems, Inc., B-215892, Oct. 1, 1984, 84-2 C.P.D. ¶ 374. We think that the Navy had a reasonable basis to determine that Supreme met the solicitation's experience clause. It is true that Supreme's initial offer stated that it had ASKARS "type" experience thus, raising the issue as to whether such experience was sufficient. However, the contracting officer's further inquiries and resulting information was sufficient objective evidence with which he could find Supreme responsible.

While Supreme has submitted resumes for its three personnel working on this contract which show that the individuals only have ASKARS-type experience, it is evident that the Navy considers the experience of Supreme's employees as

being equivalent to the minimum level specified in the solicitation. Haughton Elevator Division, Reliance Electric Company, supra. Whether the personnel requirements are met during the performance of the contract is a matter of contract administration, which GAO will not consider. Starck Van Lines of Columbus, Inc., B-215052, May 23, 1984, 84-1 C.P.D. ¶ 564.

Accordingly, this ground of protest is denied.

CBSI's second basis of protest is that the Navy held improper discussions with Supreme and improperly allowed Supreme to correct its price. The offers submitted by CBSI and Supreme were as follows:

CBSI:

"0001	Maintenance service			
	6	MO	$29,901.00	$179,406
"0002	Overtime			
	600	MH	$ 39.68	$ 23,808

Supreme:

"0001	Maintenance service			
	6	MO	$10,905	$130,860
"0002	Overtime			
	600	MH	80	$ 48,000"

Supreme's offer contained an obvious error. The Navy explains that although Supreme initially proposed an overall price of $130,860 for line item 0001, it mistakenly divided the total price by 12 (months) instead of 6 (months) to arrive at a unit price of $10,905. By telex dated February 12, 1985, 6 days after the closing date, Supreme corrected its price to $21,810 per month for the 6-month period of performance. The contracting officer accepted the correction as an apparent clerical mistake under the FAR, 48 C.F.R. § 15.607.

CBSI contends that the mistake should not have been corrected as it was not clear from the solicitation and the proposal what the offer was meant to be. Moreover, CBSI states that the correction of the mistake by the Navy

constituted holding discussions and exclusion of CBSI from the discussions was improper.

Under the FAR § 15-607, in order to correct a suspected or alleged mistake a determination must be made prior to award that both the existence of the mistake and the proposal actually intended were established by clear and convincing evidence. We agree with the Navy, however, that it is apparent from the face of Supreme's proposal that the error is in the unit price as opposed to the total line item price. The Navy's estimate for the unit price was $27,000 per month, almost 2-1/2 times more than Supreme's price. We have permitted correction of discrepant unit and extended prices where the alleged ambiguity admitted of only one reasonable interpretation substantially ascertainable from the bid. Harvey A. Nichols Company, B-214449, June 5, 1984, 84-1 C.P.D. ¶ 597. We find in this case that it was obvious that the unit price in Supreme's offer was mistaken since to ascribe the mistake to Supreme's total price would have meant that its offer was 2-1/2 times lower than the Government's estimate and almost 3 times lower than CBSI's offer.

The protest is denied.

for Harry R. Van Cleve
General Counsel