



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Crystal Contracting Corp.
File: B-223531
Date: October 16, 1986

DIGEST

Bid mistake may not be corrected where bid, as corrected, would displace otherwise low, eligible bid and neither bid mistake nor the intended bid are ascertainable substantially from the face of the bid and the solicitation.

DECISION

Crystal Contracting Corp. (Crystal) has requested that it be permitted to correct its allegedly erroneous bid submitted in response to invitation for bids (IFB) No. N62474-86-B-8013, issued by the Naval Weapons Station, Seal Beach, California, for the maintenance and repair of hoists and cranes at three Navy installations.

The work to be performed under the contract was divided between two bid items. Bid Item 1 called for a fixed-price lump sum amount for the performance of scheduled preventive maintenance of the hoists and cranes. Crystal's alleged mistake relates to this item. Bid Item 2 consisted of estimates of additional work hours (straight time and overtime) needed to perform other repair and maintenance work, for which bidders were to enter hourly labor rates, plus an item relating to the cost of materials. The total bid price, for purposes of evaluation, was the sum of Bid Items 1 and 2.

As we indicated above, Bid Item 1 called for a single lump sum figure for the performance of scheduled preventive maintenance. This lump sum bid was to be supported by a "Schedule of Deductions" on which bidders were to enter, for each item of equipment to be maintained, an amount which would be deducted from the contractor's invoice for work unperformed or unsatisfactorily performed. The completed "Schedule of Deductions" was not to be submitted with the bid. The total of the "Schedule of Deductions," however, was to equal the lump sum entered under Bid Item 1.

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Crystal alleges that in working up its "Schedule of Deductions," it calculated that \$200 should be entered as the amount to be deducted should it fail to perform the single annual maintenance scheduled for one electric crane, and that it entered that figure in the "Unit Price" column in the "Schedule of Deductions." In the adjacent column where extended figures were to be entered (necessary because some services were to be performed several times annually), however, Crystal states it inadvertently added an extra zero to that figure so that it became \$2,000. It was this figure that was used when Crystal totaled its extended amounts on the "Schedule of Deductions" to arrive at its equal, lump sum price of \$14,360 for Bid Item 1. In actuality, Crystal maintains, its lump sum bid should have been \$12,560, or \$1,800 less than it bid. Crystal has submitted worksheets and an adding machine tape in support of its claim of mistake.

In its protest, Crystal also notes that the IFB itself acknowledges the possibility of errors in extension of unit prices and permits the correction of incorrect extended totals under a presumption that the unit prices were the intended bids. Consequently, Crystal asks that its bid be corrected in the amount it requested.

The Navy informs us that E&E Industries (E&E) has submitted the lowest bid (\$118,623.73) considered to be in line for award. Crystal is the next lowest bidder at \$120,420. The Navy argues that Crystal's claim for downward correction of its bid to \$118,620 should be denied since that downward correction would displace E&E's low bid by \$3.73, and the alleged error was not apparent on the face of Crystal's bid.

We agree.

The IFB provision mentioned by Crystal applies to errors in extension of bid prices apparent on the face of the bid. However, the IFB provision cannot be used to correct Crystal's bid because neither the \$200 nor the \$2000 figure appeared in Crystal's bid. With respect to other mistakes disclosed before award, the Federal Acquisition Regulation, 48 C.F.R. § 14.406-3(a) (1985), provides that a bidder may be allowed to correct its bid to displace a lower bid if (1) clear and convincing evidence establishes both the existence of the mistake and the bid actually intended, and (2) the mistake and the intended bid are ascertainable substantially from the invitation and the bid itself. That is not the case here. Crystal's bid contained only a single lump sum figure for the scheduled preventive maintenance work; the alleged unit-extended mistake appears only on

Crystal's work copy of the "Schedule of Deductions," a document which was not even submitted as part of its bid.

Crystal's bid, therefore, may not be corrected since neither Crystal's mistake nor the bid Crystal actually intended is ascertainable substantially from the IFB and the bid itself.

for Raymond E. Foss
Harry R. Van Cleve
General Counsel