



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Sylvan Service Corporation  
File: B-227420  
Date: August 19, 1987

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### DIGEST

Bid of annual rather than the requested monthly prices for janitorial services is obvious clerical mistake subject to correction, even where it results in misplacement of otherwise low bidder, where magnitude of one statement of bid is on the order of 12 times, based on other bids received and normal cost of the work, and there is no more than theoretical possibility that error was random in nature.

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### DECISION

Sylvan Services Corporation protests the determination by the General Services Administration (GSA) to permit correction of an alleged mistake in the bid of Hugo's Cleaning Service, Inc., under invitation for bids (IFB) No. GS-04P-87-EWC-0046. With the correction, Hugo displaced Sylvan as the apparent low bidder. We deny the protest.

The IFB requested monthly prices for providing janitorial services at the Federal Courthouse Square and the Federal Courthouse Square Annex, Miami, Florida, for 1 year, plus separate prices for each of 2 option years.

Seventeen bids were received, and after the apparent low bid was rejected as nonresponsive, Sylvan's 3-year evaluated total price of \$711,237.12 was low, while Hugo's price of \$7,110,323.70 was almost \$6 million higher than any other bidder's. Sometime after bid opening, Hugo claimed it mistakenly had inserted annual prices in the bid schedule instead of monthly prices. Based on the following, the contracting officer determined that Hugo had committed a correctable error: Hugo's total monthly price of \$185,163.68 was grossly out of line with the other bids (which ranged from Sylvan's low bid of \$18,465 to \$33,375); dividing the bid by 12 brought it back into line; and Hugo submitted worksheets confirming the nature of the mistake and the intended bid.

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Sylvan argues that correction was improper because Hugo's bid was internally consistent and there is not "clear and convincing" evidence on the face of the bid as to the nature of the mistake or the bid actually intended. Federal Acquisition Regulation, 48 C.F.R. § 14.406-3(a) (1987), requires such evidence where correction of a claimed mistake would result in displacing a lower bid. Sylvan also argues that GSA, in determining the validity of Hugo's claimed mistake in bid, relied on extrinsic information submitted by Hugo.

We disagree with Sylvan that the mistake and the intended bid are not sufficiently clear from Hugo's bid. Although Hugo's bid is internally consistent, its inconsistency with the array of bids received and the reasonable cost of performing the services suggests a mistake. Among the types of mistake that could have led to the gross inconsistency in the bid are misplacement of a decimal, random error, and the quoting of annual instead of monthly prices. The possibility of a decimal error can be discounted since Hugo's listed price already included cents. A random mistake (e.g., simply pushing the wrong keys on the typewriter) cannot similarly be discounted, but random error is a possible explanation for any claimed mistake; we have taken the position in cases such as this that where logic dictates that an obvious mistake was made, correction may be allowed notwithstanding the ever present possibility of a random mistake. See Worldwide Services, Inc., B-184321, Feb. 18, 1976, 76-1 CPD ¶ 108.

Since the magnitude of the discrepancy from the other 16 bids and the normal cost of the work is on the order of 12 times Hugo's bid, we believe logic dictates a conclusion that Hugo mistakenly inserted annual, rather than monthly, prices in the bid schedule. See Worldwide Services, Inc., B-184321, supra (correction allowed as a clerical error, obvious from the bid, where bidder furnished annual prices rather than monthly prices). No other explanation, aside from the mere theoretical possibility of a random mistake, is plausible, and the probability that such a mistake would result in prices consistently reflecting reasonable annual prices is remote.

Since the mistake and the total intended bid of \$592,526.97 were clear from the face of Hugo's bid, GSA properly corrected the bid notwithstanding that the contracting officer partially relied on supporting documentation submitted by Hugo.

The protest is denied.

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