



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Military Waste Management, Inc.
File: B-228862
Date: October 30, 1987

DIGEST

Bid for refuse collection services which quoted a unit price per housing unit instead of a monthly unit price as specified in the invitation for bids is correctable as a clerical error apparent on the face of the bid since the correct monthly unit price is determinable by division of the total yearly amount bid and by multiplication of the bidder's unit price by the number of housing units requiring services.

DECISION

Military Waste Management, Inc. protests the award of a contract to Can-It, Inc. under invitation for bids (IFB) No. F16602-87-B0023, issued by the Department of the Air Force to obtain refuse collection and disposal services for the family housing area of Barksdale Air Force Base, Louisiana. Military Waste objects to the contracting officer's determination to correct the monthly unit price reflected in Can-It's bid on the basis of an apparent clerical error. Military Waste supports its protest by arguing that the Department of the Army rejected one of its prior bids as nonresponsive for purportedly the same type of error.

We deny the protest.

The IFB contained 495 housing units requiring refuse collection services. The IFB's schedule provided spaces for the bidders to insert monthly unit prices and yearly total amounts. Can-It's bid for the base year reads as follows:

<u>"Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
"Collection at designated base locations . . .	12	MO	\$12.12	\$72,000.00

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"Separate Collection	12	MO	.50	3,000.00
"TOTAL Item 0001				75,000.00"

At the contracting officer's request, Can-It verified its bid and explained that the firm had made a mistake by entering a price "per housing unit" rather than a monthly price. Further, Can-It mathematically explained its bid with the following calculations:

First year: \$72,000 divided by 12 mo. = \$6,000
divided by 495 units = \$12.12 mo. per unit

\$ 3,000 divided by 12 mo. = \$250
divided by 495 units = \$.50 mo. per unit

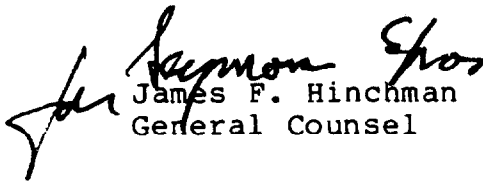
The contracting officer accepted this explanation and corrected the bid (including options) to reflect a new monthly price which was consistent with both the yearly total amount and an extension of the per housing unit prices. This protest followed.

In our opinion, the contracting officer acted reasonably in determining that Can-It's bid contained a clerical error which is correctable. Pursuant to the Federal Acquisition Regulation, 48 C.F.R. § 14.406-2(a) (1986), a "clerical mistake, apparent on its face in the bid, may be corrected by the contracting officer before award [after verification by the bidder of an obvious] mistake in designation of unit." The mistake which is apparent is that Can-It failed to insert its unit price on a monthly basis, but rather inserted its price on a per housing unit basis. Although Can-It specified a per housing unit price, the correct monthly price is ascertainable by simply dividing the total yearly price and also by multiplying the per housing unit prices by the number of housing units requiring refuse collection services. It is therefore an elementary matter to recompute the correct monthly price by application of simple mathematics. See Publication Press, Inc., 55 Comp. Gen. 1406 (1976), 76-2 CPD ¶ 190. Accordingly, since application of simple mathematics leads to one reasonable interpretation of the mistake, and since no other intended unit price is logical or reasonable, we uphold the contracting officer's correction of Can-It's bid. See Atlantic Maintenance Co., 55 Comp. Gen. 686 (1975), 75-1 CPD ¶ 108.

As to Military Waste's contention that in another bidding situation it was deemed nonresponsive and, therefore, denied

a contract for services for reasons similar to this particular protest, we do not find this argument persuasive. The fact that an agency may or may not have improperly awarded contracts in other procurements is irrelevant and does not justify repetition of the error. See Inscom Electronics Corp., B-225858, Feb. 10, 1987, 87-1 CPD ¶ 147; Wright Tool Co., B-212343, Oct. 12, 1983, 83-2 CPD ¶ 457. If Military Waste had a prior legitimate protest on another matter, it should have protested accordingly.

The protest is denied.


James F. Hinchman
General Counsel