



Comptroller General  
of the United States

Washington, D.C. 20548

Burkard  
1459169

## Decision

**Matter of:** Blueridge General, Inc.

**File:** B-246189

**Date:** February 24, 1992

Benjamin A. Hubbard, Esq., and David Hearne, Esq., Outland, Gray, O'Keefe & Hubbard, for the protester.  
Darleen A. Druyun, National Aeronautics and Space Administration, for the agency.  
Richard P. Burkard, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Bid containing discrepancies between the total price and the prices bid for the base item and one of three additive items bid may be corrected where the firm's intended prices for both base and additive items are reasonably evident from the face of the bid in light of the other bids received.

### DECISION

Blueridge General, Inc. protests the proposed award of a contract to Henderson, Inc. under invitation for bids (IFB) No. 5-17272/617, issued by the National Aeronautics and Space Administration (NASA) for the repair of aircraft aprons at NASA's Wallops Flight Facility. The protester argues that Henderson's bid should have been rejected as ambiguous and that NASA should not have allowed Henderson to correct the bid.

We deny the protest.

The IFB requested a base bid for all the work necessary to repair the aprons. It also contained three additive items, each requiring that the contractor extend a concrete apron 30 feet. The IFB contained the "Additive or Deductive Items" clause which provided that the low bidder for purposes of award shall be the one "offering the low aggregate amount for the first or base bid item, plus or minus (in order of priority listed in the Schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened."

NASA received five bids in response to the IFB. At bid opening, the agency announced that \$750,000 was available

for the contract. Each of the bids received contained a total price for the base item and the three additive items of more than the available \$750,000. Henderson's bid contained a discrepancy between the total price and the sum of the base price and additives. Approximately 1 hour after bid opening, Henderson attempted to correct its bid by submitting to the contracting officer a facsimile copy of a completed bid schedule which Henderson claimed was its intended bid. Henderson's actual bid and the bid it states it intended to submit are as follows:

	<u>ACTUAL BID</u>	<u>INTENDED BID</u>
Base item	\$ 53,000	\$635,000
Additive No. 1	\$ 53,000	\$ 53,000
Additive No. 2	\$ 53,000	\$ 53,000
Additive No. 3	<u>\$159,000</u>	<u>\$ 53,000</u>
TOTAL	\$794,000	\$794,000

In response to NASA's subsequent request for evidence concerning the alleged mistake, Henderson advised the agency that the discrepancy resulted from an error in the placement of the prices on the bid schedule. The firm explained that the total price of \$794,000 actually submitted is the correct amount of the intended bid and provided affidavits from the president of the firm and a representative of the firm which explain that the president "called in" the bid amounts to the representative, who, in turn, entered them incorrectly on the bid schedule. According to Henderson, its representative entered the intended bid for the first additive item in the line provided in the bid schedule for the base bid and then listed the correct prices in the next two additive item bids. The representative then totaled the three items and entered that amount, \$159,000, in the line for additive item No. 3. According to the firm, the representative then inserted the correct total bid price on the proper line. Henderson also provided the agency with a worksheet which purports to show that it intended to bid \$635,000 for the base item and \$53,000 for each of the additives and an "in-house bid form," which was a copy of the bid form with the "correct" prices inserted.

The contracting officer concluded that Henderson's bid both as submitted and as intended would be low. Therefore, he determined that he could consider the evidence submitted by Henderson in support of the mistake claim. The contracting officer then concluded that the materials submitted constituted clear and convincing evidence that Henderson's bid contained a mistake and that the firm intended to bid \$53,000 for each of the three additives and \$635,000 for the base item. NASA proposes to accept the bid at the corrected price.

Blueridge argues that Henderson's bid should have been rejected as ambiguous and that it is impossible from the face of the bid to determine the source of the error. The protester states that consideration of Henderson's post-bid opening evidence in support of its claim for correction under these circumstances gives that firm an unfair competitive advantage.

The regulations provide for the correction of certain mistakes disclosed before award. Federal Acquisition Regulation (FAR) § 14.406-2. The authority to permit correction of bids is limited to those bids that as submitted are responsive to the solicitation and, if correction would result in displacing one or more bids, correction may not be made unless the existence of the mistake and the bid actually intended are ascertainable substantially from the invitation and the bid itself. FAR § 14.406-3. In this regard, where a bid is reasonably susceptible of being interpreted as offering either one of two prices shown on its face, only one of which is low, the bid must be rejected as correction under these circumstances is considered as resulting in the displacement of a lower bid. See Virginia Beach Air Conditioning Corp., 69 Comp. Gen. 178 (1990), 90-1 CPD ¶ 78. In other words, the contracting agency may only use post-bid opening evidence, such as bid worksheets, supplied by the firm requesting correction if both the mistake and the amount of the intended bid are evident from the face of the bid in light of other objective evidence such as the government estimate and the other bids. See Hudgens Constr. Co., Inc., B-213307, Nov. 15, 1983, 83-2 CPD ¶ 570.


The contracting officer here concluded that Henderson's bid as submitted was low under any reasonable interpretation. Under one interpretation of the bid, the actual prices inserted in the spaces on the bid schedule for the base item and each of the three additive line items are correct and the total price of \$794,000 is incorrect. Under this interpretation, Henderson's bid would total \$318,000 and would be the lowest bid by a significant margin. Based upon the \$750,000 available for the project it would result, under the IFB evaluation scheme, in an award for the base item plus all three additives. However, under this interpretation Henderson's bid for the base item, \$53,000, would be significantly out of line with any of the other bids for this item, which range from \$645,000 to \$754,000, as would its \$159,000 price for additive No. 3, which is nearly \$100,000 above the next highest bid for this item. Its total bid of \$318,000 for all of the items would likewise be out of line with the other total bids, which ranged from \$817,000 to \$918,000.

Under the second possible interpretation, Henderson's total of \$794,000 is correct and as such is the lowest of all bid totals received and is not out of line with the others. However, under the bid evaluation scheme set forth in the IFB, the low bid is to be determined not by the total price but on the basis of the work actually awarded. Mallory Elec. Co., B-244699, Oct. 29, 1991, 91-2 CPD ¶ 394. Since the \$794,000 total on Henderson's bid is over the \$750,000 amount available for the project, the \$794,000 figure cannot be the basis for award. The low bid must be determined using the separate bids for the base and each of the additive items.

We recognize that application of the rules governing bid mistakes is often difficult given the diverse and complex factual situations presented to contracting officers--and that reasonable people may differ about the conclusion to be drawn from the evidence in a particular case. We think Henderson's intended bid for the base and additives is reasonably evident from the face of Henderson's bid, particularly in light of the other bids received. See Federal Aviation Admin.--Bid Correction, B-187220, Oct. 8, 1976, 76-2 CPD ¶ 326. First, given that each additive item involves the same work--extending a concrete apron by 30 feet--the prices for each additive item logically should be similar if not identical. Thus, we think it apparent that Henderson's bid of \$159,000, three times its price for each of the other additive items and well beyond the range of all bids received (\$53,000-\$62,069) for the additive items, clearly was erroneous and was intended to be in the \$53,000 range. Moreover, in light of the obviously erroneous \$53,000 price entered for the base item and the fact that the \$159,000 price is the correct sum of three \$53,000 entries, we think the nature of Henderson's error and its intended additive No. 3 price becomes clear--the intended additive No. 3 price was exactly \$53,000. That being so, it is a simple mathematical exercise to determine the intended basic item price, that price being the remainder of the \$794,000 total after subtraction of the three additive item prices.

Accordingly, we think the contracting officer acted properly in using the information submitted by Henderson after bid opening to confirm what was apparent from the bid itself.

The protest is denied.

  
for James F. Hinchman  
General Counsel