



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

B-177125

JAN 18 1973

AIR MAIL

Twin Tool & Die Company
624 S. Callard Street
Fort Worth, Texas 76103

Attention: Mr. M. A. Whiting

Gentlemen:

Further reference is made to your telefax message of September 27, 1972, and subsequent correspondence, protesting against the award of a contract under IFB DAAFO3-72-B-1504 (IFB -1504), issued by the Army Weapons Command, Rock Island, Illinois.

The low bidder under IFB -1504 was permitted to correct a mistake in bid alleged after bid opening but before award. You contend that the subsequent award to that bidder was made in a "questionable manner" and under circumstances which indicated "favoritism."

IFB -1504, for the supply of 654 recoil adapter assemblies, established June 1, 1972, as the bid opening date. Of the eleven bids received, the five lowest were recorded as follows at the bid opening:

<u>Bidder</u>	<u>Unit Price</u>
MEB Mfg. Corp.	\$22.77
Twin Tool & Die	36.86
Inco Precision Prod., Inc.	38.40
Snow Precision Ind., Inc.	39.88
Milo Components, Inc.	44.00

Since MEB's unit price was substantially below the other bids received as well as the previous contract price (\$48.84), it was requested to verify its bid. By letter of June 26, 1972, MEB alleged it had made an arithmetical error in its bid and requested correction. MEB's original worksheets were submitted in support of its allegation.

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Sheet 7 of MKB's worksheets, which contains that bidder's final calculations, shows the following:

"65D9765	\$ 6.50
9766	5.00
9767	1.25
10025	12.00
10031	1.00
91075	1.55
91074	.75
Ass Hardware	.50
Pack & Ship	<u>1.22</u>
	19.77
G&A	<u>3.00</u>
	<u>\$22.77</u>

Of course, the correct total of this column is \$32.77, not \$22.77. It was also established by the worksheets that the second item in the above column should have been \$4.95 rather than \$5.00. The correction of these two errors would result in a unit price of \$32.72.

The contracting officer has further stated:

"(2) Contained on Sheet 6 is the entry 'Purchase #65C10025 12.00.' Speculatively, such figure could originally have been \$2.00, altered to \$12.00 after MKB's bid was questioned, thereby negating the existence of a different intended bid price and precluding the requested correction. Therefore, MKB was verbally requested to furnish documentation in support of the \$12.00 figure. Such documentation, consisting of a vendor's quote dated '6/13/72,' references an inquiry of '6/9/72' and contains the handwritten entry 'Confirming.' In view of the latter referenced date, MKB was requested by letter, dated 18 July 1972, to furnish the documentation upon which its original bid was predicated. By letter dated 24 July 1972, MKB stated 'that the quote we used was given to us by phone prior to our quoting' and indicated that written confirmation was requested and received only after MKB's bid was questioned.

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"(3) Although the foregoing does not conclusively negate the above referenced alteration possibility, it does explain the apparent conflict of dates. Moreover, it is not uncommon for a bidder to rely on a verbal quote for bid preparation. Furthermore, the original work sheets conclusively establish the existence of an error and, but for the unsubstantiable speculation, a different intended bid price which would not affect the relative standing of the bidders."

The contracting officer therefore recommended that MKB be permitted to correct its bid to a unit price of \$32.72. This recommendation was accepted by the General Counsel, Army Materiel Command, in whom Armed Services Procurement Regulation (ASPR) 2-406.3(b)(1) vests the authority to make determinations regarding alleged mistakes in bids.

ASPR 2-406.3(a)(3) provides that where, as in this case, there is clear and convincing evidence establishing both the existence of a mistake and the bid actually intended, correction of the bid is authorized. This procedure has been sanctioned by our Office and the Court of Claims. 41 Comp. Gen. 160 (1961); Chris Berg, Inc. v. United States, 192 Ct. Cl. 176 (1970). Based upon the foregoing, it is our opinion that MKB's bid was properly corrected in accordance with the established procedure.

Accordingly, your protest is denied.

Very truly yours,

PAUL G. DEMBLING

For the Comptroller General
of the United States