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Ed W. Hartman
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Proc II

DECISION



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

FILE: A-187132

DATE: November 17, 1976

MATTER OF: Edward E. Davis, Contracting, Inc.

DIGEST:

Correction of bid in which bidder inserted words "per month" beside amount column in which yearly price was called for by IFB was proper since error in designation of unit was obvious and intended yearly price was apparent from face of bid. Alteration of bid schedule did not cause bid to be nonresponsive.

Edward E. Davis Contracting, Inc. (Davis) protests the award of a contract to H. L. Douglas & Associates, Inc. (Douglas) for refuse and garbage collection at Eglin Air Force Base, Florida under invitation for bids (IFB) No. F08651-76-R-9069 issued June 28, 1976, by the Department of the Air Force (Air Force).

Section E of the IFB requested quotes on eleven items for the one-year period of October 1, 1976 through September 30, 1977. The items were listed by name and by quantity. A per unit price was asked for on a monthly basis and a total amount was requested on an annual basis. On bid opening date of July 30, 1976, the contracting officer noticed that Douglas entered the words "per month" beside the amount column and apparently expressed its total bid for the designated items on a monthly rather than a yearly basis. Douglas also had entered its price figure for each individual housing unit in the per unit price column in lieu of the monthly unit price requested in the solicitation. When time came to declare the low bidder, the contracting officer multiplied Douglas's per month price of \$6,342 by twelve months. The total came to \$76,104 and Douglas was declared the low bidder. Davis's bid of \$85,275 was the next low bid. By letter of August 4, 1976, Davis protests award to Douglas.

The contracting officer, pursuant to Armed Services Procurement Regulation (ASPR) 2-406.2 (1975 ed.), sought verification from Douglas as to the intended bid price and received confirmation that Douglas monthly quotes should have been multiplied by twelve in order to arrive at an annual total. Considering this to be an


B-187132

obvious error in designation of unit, the contracting officer corrected what he considered the apparent clerical mistake. Notwithstanding the protest, award was made to Douglas on September 14, 1976, pursuant to ASPR 2-407.8(b)(3)(ii), for a total price of \$76,104. In deciding to proceed with the award, the contracting officer noted that its present contract with the protester was due to expire September 30, 1976. It was determined that a further extension of this contract at negotiated rates (no option existed) with the protester would not be beneficial to the Government and would not be equitable because the protester would benefit from its protest.

Davis contends that the bid schedule was clear and that Douglas should be required to perform at its unit price as indicated by the schedule. Alternatively, the protester alleges that the insertion of the words "per month" constituted a modification of the bid schedule rendering Douglas's bid nonresponsive. Davis further asserts that the low bidder's alteration of the bid schedule was not a clerical error and therefore could not be corrected.

In our opinion, the contracting officer acted reasonably in determining that Douglas's bid was responsive and that the bidder made a clerical error which was correctable. Douglas took no exception to the IFB requirements and on its face its bid was responsive to the IFB. In Atlantic Maintenance Company, 54 Comp. Gen. 686 (1975) 75-1 CPD 108, we were faced with a similar situation. There, the bidder in line for award did not provide the type of unit price contemplated by the IFB. We held that a bid which stated a monthly price for the estimated square footage to be serviced, instead of a unit price based upon square footage, was correctable as a clerical error apparent on the face of the bid, since the correct unit price was determinable from the bid by the estimated square feet stated in the bid and no other intended unit price was logical or reasonable. In this case, Douglas's intended annual price is clear from the bid itself. The mistake, the low bidder's designation of unit, is correctable. Atlantic Maintenance Company, *supra*, and 46 Comp. Gen. 77 (1966). In view of our conclusion we need not comment on the propriety of making the award while the protest was pending.

Accordingly, the protest is denied.


Deputy Comptroller General
of the United States