



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

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B-177858

April 18, 1973

John M. King Co.
P.O. Box 20145
Portland, Oregon 97220

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Attention: Mr. James P. Doyle, Sr.
Secretary-Treasurer

Gentlemen:

Reference is made to your letter of January 18, 1973, and copies of prior correspondence, protesting against the award of a contract to Wire Installation Contractors, Inc. (WICO), under invitation for bids No. 3117 issued by the Bonneville Power Administration, Department of the Interior, Portland, Oregon.

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Nine bids were received for this procurement of the construction of the Midway-Eagle Lake Line No. 1. The amounts of the bids were as follows:

WICO	\$378,899
John M. King Co.	450,479
Dominion Construction Co.	508,327
R. C. Hughes Corp.	526,665
Potelco, Inc.	543,963
Sargent-Tyee Co.	558,135
Addison Construction Co.	563,557
Power City Electric, Inc.	567,218
Pottijohn Engineering Co., Inc.	630,137

The Government estimate for the work was \$432,252. Subsequent to bid opening, the contracting officer was advised by the low bidder that a mistake had occurred in transferring the price on item No. 14, type 4L plate footing, from the workpapers to the bid. Due to a misplaced decimal point, the unit price for that item had been inserted in the bid as \$17.00 instead of as \$170. The contracting officer advised WICO to submit a letter explaining the alleged mistake and to include the pertinent original workpapers and a statement as to whether withdrawal or correction of the bid was requested.

[Protest of Department of Labor Contract Award]

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The contracting officer noted that the unit prices offered for item No. 14 by the other bidders ranged from \$150 to \$370. He noted also that the original workpapers submitted by WICO clearly showed WICO to have computed a unit price of \$171 for item No. 14, which had then been rounded down to \$170. The total bid price, calculated at \$170 for each of the 220 plate footings, was also shown correctly on the workpapers as \$37,400, as compared to the bid figure of \$3,740. Accordingly, the Director, Office of Survey and Review, Department of the Interior, determined with the concurrence of the Associate Solicitor that the evidence was clear and convincing both as to the existence of a mistake by WICO and as to the bid actually intended for item No. 14. Inasmuch as even with the bid price corrected by the sum of \$33,660, the difference between the amount bid on item No. 14 and the intended bid therefor, WICO would still be low bidder, correction of the WICO bid to \$412,559 was allowed.

You contend that WICO properly had only two options after its allegation of error. It could accept the contract at the original bid price or it could withdraw the bid and allow award to be made to your firm as second low bidder.

Section 1-2.406-3(a)(1) of the Federal Procurement Regulations provides that:

(1) A determination may be made permitting the bidder to withdraw his bid where the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both as uncorrected and corrected, is the lowest received, a determination may be made to correct the bid and not permit its withdrawal.

In view of the clear and convincing evidence submitted by WICO as to the existence of the mistake and as to the bid actually intended and in view of the fact that the WICO bid was low both as uncorrected and corrected, we agree with the agency's decision to allow correction in this case. B-168673, April 7, 1970, copy enclosed.

B-177058

Accordingly, the protest is denied.

Sincerely yours,

PAUL G. DEMBLING

For the Comptroller General
of the United States