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**Comptroller General
of the United States**

**United States Government Accountability Office
Washington, DC 20548**

Decision

Matter of: Cashman Dredging and Marine Contracting Co. LLP

File: B-401547

Date: August 31, 2009

Christopher Weld, Jr., Esq., Todd & Weld LLP, for the protester.
Daniel C. Sauls, Esq., and James L. Stuart, Jr., Esq., Steptoe & Johnson LLP, for Great Lakes Dredge & Dock Company LLC, an intervenor.
David L. Nimmich, Esq., Department of the Navy, for the agency.
Paul N. Wengert, Esq., and Ralph O. White, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest arguing that agency improperly permitted correction of low bidder's mistake of omitting a single digit from the unit price for one line item is denied because the correct amount was shown in the extended price for that line, the extended prices summed to the bid total, and because the handwritten copy of the bid also reflected the corrected price.

DECISION

Cashman Dredging and Marine Contracting Co. LLP, of Quincy, Massachusetts, protests the award of a contract to Great Lakes Dredging and Dock Company, of Oak Brook, Illinois, by the Department of the Navy under invitation for bids (IFB) No. N40085-09-B-7046 for maintenance dredging for the submarine base at New London, Connecticut. Cashman argues that the awardee's bid was defective and should have been rejected.

We deny the protest.

BACKGROUND

The Navy issued the IFB to obtain dredging and related services at Submarine Base New London. The IFB required bidders to supply both unit prices and extended prices for 10 line items, and a total of the extended prices for all lines. The IFB also instructed bidders to submit both an original and one copy of their bids.

The first line item shown in the bid schedule, with a quantity of one “LS” (or lump sum), was mobilization. Since offerors therefore priced mobilization as a single lump sum, the unit price and extended price for this line should have been identical.

At the bid opening, the Navy received two bids: one from Cashman, and one from Great Lakes. Cashman’s bid was consistent and complete, and reflected a total price of \$9,834,765.50. Great Lakes’s bid showed a total of \$9,584,079.55, but it contained an apparent error on the first line item.

Specifically, on the original bid submitted by Great Lakes, the unit price for the mobilization line was \$425,000, while the extended price was \$1,425,000. The total bid price of \$9,584,079.55 was the sum of the \$1,425,000 amount for mobilization, and the extended prices for the other nine lines (which were accurate).

The copy of the bid submitted by Great Lakes was a handwritten copy, which did not include the error. Instead, the “copy” of the bid showed \$1,425,000 as both the unit price and the extended price for the mobilization line.

Cashman objected to award to Great Lakes, arguing that the bid was fatally contradictory, which the Navy treated as an agency-level bid protest. Shortly after Cashman filed its objection, the contracting officer contacted Great Lakes and requested that the firm verify the intended bid. Great Lakes verified that the unit price for the mobilization line should have been \$1,425,000.

The Navy subsequently denied Cashman’s agency-level protest, and the firm then filed this protest with our Office.

DISCUSSION

Cashman argues that the Great Lakes bid was contradictory, that the bid could not be corrected as a clerical mistake, and therefore the Great Lakes bid should have been rejected.

The Federal Acquisition Regulation (FAR) recognizes two principal situations in which bid errors may be corrected before award. First, a clerical mistake that is apparent on the face of a bid may be corrected by the contracting officer prior to award, if the contracting officer is able to ascertain the intended bid without the benefit of advice from the bidder. See G.S. Hulsey Crushing, Inc., B-197785, Mar. 25, 1980, 80-1 CPD ¶ 222 at 2. Such a correction is allowable if the discrepancy admits to only one reasonable interpretation ascertainable from the face of the bid, or from reference to the government estimate, the range of other bids, or the contracting officer’s logic and experience. Id.; FAR § 14.407-2.

Second, an agency also may allow a bidder to correct a mistake in its bid after bid opening. However, in order to protect the integrity of the procurement process, a bidder’s request for upward correction of a bid after bid opening but before award may be granted only where the request is supported by clear and convincing

evidence of both the existence of a mistake and the bid actually intended, and only where the correction would not result in displacing one or more lower bids. FAR § 14.407-3(a); Stanley Contracting, Inc., B-282085, May 27, 1999, 99-1 CPD ¶ 104 at 3. Where neither situation is present, the bid may not be corrected. Bighorn Lumber Co., B-299906, Sept. 25, 2007, 2007 CPD ¶ 173 (protest sustained where agency improperly allowed the awardee to correct an alleged error in its bid).

The Navy argues that with reference only to the bid documents, it was proper to correct the Great Lakes bid pursuant to FAR § 14.407-2. AR at 4; AR, Tab 15, Agency-Level Protest Decision, at 1. We agree.

In our view, the Navy correctly concluded that Great Lakes had mistakenly omitted the digit “1” from its mobilization unit price on the “original” of its bid, while correctly reflecting the intended amount in the extended price for that line, and in the bid total, and in the correctly-completed “copy” of the bid. We have permitted correction where bidders have mistakenly omitted a digit (or inserted an extra digit) from a price, but have correctly reflected the intended amount elsewhere on the bid. E.g., Action Serv. Corp., B-254861, Jan. 24, 1994, 94-1 CPD ¶ 33 at 3-4 (protest denied where bid was properly corrected when bidder mistakenly inserted extra digit in unit price); North Landing Line Constr. Co., B-239662, July 20, 1990, 90-2 CPD ¶ 60 at 2 (protest denied where bid was properly corrected when bidder mistakenly omitted a digit from line item price).

In our view, the considerable evidence supporting the Navy’s conclusion that Great Lakes made a clerical mistake, and that the intended bid was readily discernable, persuasively overcomes Cashman’s claim that the Great Lakes bid was so contradictory that the error could not be resolved, and had to be rejected.¹

The protest is denied.

Daniel I. Gordon
Acting General Counsel

¹ For the record, we have reviewed and find unpersuasive Cashman’s argument that the situation here should be governed by a clause at the end of the bid schedule which provides that “[i]n the event there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid.” IFB at 8. Notwithstanding solicitation provisions that give precedence to unit prices, an obviously erroneous unit price can be corrected to correspond to an extended total price where the corrected unit price is the only reasonable interpretation of the bid. Action Serv. Corp., *supra* at 3.