



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Barefoot & Company--Reconsideration

**File:** B-261864.2

**Date:** January 25, 1996

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### DECISION

Barefoot & Company requests reconsideration of our July 17, 1995 dismissal of its protest of the award of a contract to Montage, Inc. by the Department of the Navy under solicitation No. N68925-94-B-A254. Barefoot contended that the prices offered by Montage were too low and did not reflect Davis Bacon Act requirements, that the contracting officer waived certain bonding requirements for Montage, that the contracting officer did not make a proper responsibility determination, and that Montage's bid was unbalanced.

We dismissed the protest, stating that offered prices lower than the applicable wage rates did not eliminate the bidder's obligation to comply with the wage rates and declining to review the Navy's affirmative determination of Montage's responsibility. On reconsideration, Barefoot asserts that we erred in declining to consider the responsibility issue, arguing that the agency did not in fact make any determination of responsibility. Barefoot also contends that we erred in not addressing its two other issues concerning the waiver of bonding requirements and unbalanced bidding.

First, with respect to the responsibility issue, as a matter of law the agency did determine Montage's responsibility--by virtue of awarding the contract to Montage, the agency necessarily determined that Montage was a responsible contractor. See Lago Sys., Inc., B-243529, July 31, 1991, 91-2 CPD ¶ 107.

Second, concerning the bond requirements, Barefoot in its protest stated that after award it learned that the contracting officer was allowing Montage to post payment and performance bonds in amounts lower than Barefoot thought was required. Barefoot, however, did not and does not now allege that Montage took exception to the original bonding requirements of the solicitation in its bid nor did it allege that the contracting officer awarded the contract with the intent to waive the bonding requirements. Under the circumstances, the contracting officer's post-award

decisions were simply a matter of contract administration, which is not within the scope of our bid protest jurisdiction. See 4 C.F.R. § 21.5(a); Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228.

Third, the unbalanced bid allegation was not factually supported. Before a bid can be rejected as unbalanced, it must be found both mathematically and materially unbalanced. Oregon Iron Works, Inc., B-247845, May 27, 1992, 92-1 CPD ¶ 474. A bid is mathematically unbalanced where it is based on nominal prices for some of the items and enhanced prices for other items. OMSERV Corp., B-237691, Mar. 13, 1990, 90-1 CPD ¶ 271. A bid with unusually low prices cannot be found mathematically unbalanced absent evidence that it also contains prices which are overstated. IMPISA Int'l, Inc., B-221903, June 2, 1986, 86-1 CPD ¶ 506. Thus, an allegation of understated prices, without any indication of overstated prices, offers no basis for concluding that an offer is mathematically unbalanced. Hughes & Smith, Inc., B-250770, Jan. 22, 1993, 93-1 CPD ¶ 60; Solid Waste Servs., Inc., B-248200.4, Nov. 9, 1992, 92-2 CPD ¶ 327. Barefoot made no assertions that Montage's bid contained any overstated prices.

The request for reconsideration is denied.

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