

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

FILE: B-183599

DATE: November 28, 1975

MATTER OF: Park Services, Inc.

60249

97648

DIGEST:

Prior decision denying rescission of contract is affirmed where request for reconsideration does not show that decision involved any mistake of relevant fact or law warranting its reversal or modification, and reasons cited as bases for reconsideration were either matters related to contract performance or they are irrelevant to issues initially raised.

By letter dated September 4, 1975, Park Services, Inc. (Park), requests that our decision, Park Services Inc., B-183599, May 8, 1975, be reconsidered.

The decision denied Park's request for rescission of its contract awarded under invitation for bids (IFB) No. DACW56-75-B-0024 issued by the United States Army Corps of Engineers, Tulsa District, Tulsa, Oklahoma, for cleaning services at Denison Dam, Lake Texoma, Oklahoma and Texas.

Rescission was sought due to Park's alleged discovery after award of a mistake in its bid. The record shows that the Park bid was \$48,742 below the next higher bid at the December 18, 1974, bid opening. The company's president was advised of the disparity in bids and requested to review Park's bid for a possible mistake. Park's president initially stated that he was willing to bid somewhat low so that he might have an opportunity to expand his operation into the Tulsa District. Nevertheless, he agreed to check the bid and confirm it in writing. By letter dated December 20, 1974, Park verified the bid as submitted. Prior to award, the president and another Park representative visited the project on January 2, 1975, and also indicated to the Resident Engineer, Denison Dam, that they would perform the contract in accordance with the specifications for the amount bid. Since Park was determined to be a responsible bidder, the firm was awarded contract No. DACW56-75-C-0079 on January 3, 1975. Under the aforementioned circumstances our decision concluded that there was no legal basis to authorize rescission of the contract. We found that the contract price was not unconscionable and award had been made at an amount for which the Government was not "obviously getting something for nothing."

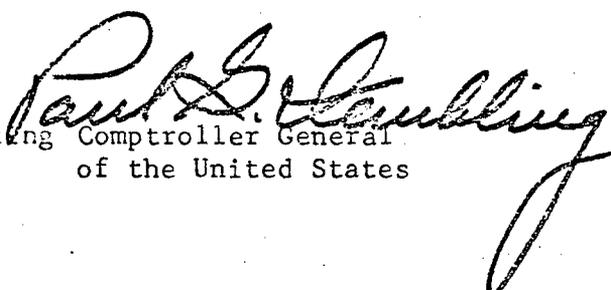
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In requesting reconsideration Park's attorney contends that the difference between its contract price and the Government's costs of reprocurement after Park defaulted proved that firm's bid was too low. It is also asserted that the mistake in Park's bid was caused in part because it was an inexperienced bidder (not an experienced one as indicated in the decision) since the firm had only been in business for about 18 months prior to submitting its low bid.

The merits of a request for rescission of a contract based upon a mistake in bid must be determined upon the information existing at the time of the decision and not upon subsequent allegations or circumstances related to contract performance. Neither do we think that the reasons why a mistake may have been made are relevant in mistake in bid cases where the bidder verifies its bid upon request of the contracting officer. Therefore, the fact that Park's experience covered a period of only 18 months would have no effect on the validity of either the award or our decision.

While we will reconsider our decision if a material mistake of fact or law is alleged and proven, there is no showing in Park's request for reconsideration that our prior decision involved any mistake of relevant fact or law which would warrant its reversal or modification.

Accordingly, the decision of May 8, 1975, is affirmed.


Acting Comptroller General
of the United States