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Supports
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DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20549

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FILE: B-194056

DATE: February 22, 1979

MATTER OF: Ohiocraft Printing, Inc.

DIGEST:

Request for modification of contract price due to alleged error in bid claimed after award cannot be allowed since valid and binding contract resulted where contracting officer adequately discharged his bid verification duty by calling to bidder's attention variance in bids received and requested confirmation of low bid which bidder verified.

The Government Printing Office (GPO) has submitted for our decision the Ohiocraft Printing, Inc. (Ohio-craft), request for reformation of a contract (purchase order No. 1663) because of a mistake in its bid alleged after award. The contract is to produce 130,000 "20th Decennial Census-1980" pamphlets of 58 pages plus cover stands for the Department of Commerce.

On bid opening date, October 3, 1978, three bids were received consisting of Ohiocraft's low bid at \$45,350 and the other two bids of \$73,295 and \$80,124. Because its bid was significantly lower than the others, the contracting officer informed Ohiocraft of the disparity and inquired whether the submitted bid was correct. A representative of Ohiocraft confirmed its bid price by telephone and this was confirmed in a letter dated October 3, 1978.

The award was made to Ohiocraft on October 4, 1978, in the amount of \$45,350. By letter dated November 14, 1978, Ohiocraft informed the contracting officer that it had made a mistake in its bid. Ohiocraft thereafter submitted evidence as required by Federal Procurement Regulations (FPR) § 1-2.406-4. (1964 ed.) to show how the error occurred. According to Ohiocraft, the

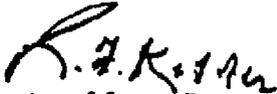
error occurred as a result of taking only one of five figures on the quote sheets and transposing it on the bid rather than adding the five together to obtain a total bid price. As a result, Ohiocraft contends that it submitted a bid of \$45,350 when it should have been \$60,750 (\$4,980 + \$2,150 + \$45,350 + \$2,550 + \$5,720).

The general rule applicable to a mistake in bid alleged after award is that the sole responsibility for preparation of a bid rests with the bidder, and where a bidder makes a mistake in bid it must bear the consequences of its mistake unless the mistake is mutual or the contracting officer was on actual or constructive notice of error prior to award. See Reaction Instruments, Inc., B-189168, November 30, 1977, 77-2 CPD 424; Boise Cascade Envelope Division, B-185340 February 10, 1976, 76-1 CPD 86; Porta-Kamp Manufacturing Company, Inc., 54 Comp. Gen. 546 (1974); 74-2 CPD 393, and cases cited therein. When, as in this case, a bidder is requested to and does verify its bid, the subsequent acceptance of the bid consummates a valid and binding contract. However, proper verification requires that in addition to requesting confirmation of the bid price, the contracting officer must apprise the bidder of the mistake which is suspected and the basis for such suspicion. General Time Corporation, B-180613, July 5, 1974, 74-2 CPD 9.

In this case, the contracting officer suspected that there might be an error in Ohiocraft's bid since there was a significant difference between its bid price and the other two bids received. However, it was impossible for the contracting officer to specifically identify the error since the work was bid on a lump-sum basis. Therefore, the contracting officer was not placed on constructive notice of the nature of the error in Ohiocraft's bid beyond the significant difference between the total bid prices. As a result, the contracting officer adequately discharged his verification duty by directing the attention of Ohiocraft to a possible error in its bid because of the disparity. General Time Corporation, supra; C.F. Tyler & Sons, Inc., B-186433, July 7, 1976, 76-2 CPD 16.

Based on the above, we find the acceptance of Ohioircraft's bid, after the contracting officer had discharged his bid verification duty, was in good faith and constituted a valid and binding contract.

Accordingly, there is no legal basis for granting the relief requested.


Deputy Comptroller General
of the United States