

DECISION



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

FILE: B-223353

DATE: June 27, 1986

MATTER OF: East Bay Auto Supply, Inc.

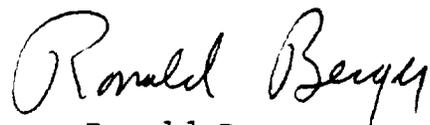
DIGEST:

General Accounting Office (GAO) generally will not consider mistake in bid claim alleged after award because such matters are claims "relating to" contracts within the meaning of the Contracts Disputes Act of 1978, which requires that such claims be filed with the contracting officer. GAO, therefore, will not consider another bidder's complaint that contract reformation should not be allowed.

East Bay Auto Supply, Inc. (East Bay) protests the U.S. Army's decision to allow Jay Automotive to correct a mistake in its bid and reform the contract awarded under invitation for bids No. DABT56-86-B-0024. East Bay takes the position that the contractor should not be allowed to correct its bid through contract reformation, but that the contract should be voided and award made to East Bay.

Our Office, under our Bid Protest Regulations, generally does not consider issues arising in connection with the administration of contracts. 4 C.F.R. § 21.3(f) (1) (1986). This includes questions concerning post-award mistake in bid claims first alleged after award. Such mistake claims are claims "relating to" contracts within the meaning of the Contracts Disputes Act of 1978, 41 U.S.C. § 601-613 (1982), which requires that all such claims be filed with the contracting officer for decision. Tri-States Service Co., B-208567, Jan. 17, 1983, 83-1 CPD ¶ 44. Since post-award mistake in bid claims are for resolution under Contract Disputes Act procedures, which are not subject to our bid protest jurisdiction, there is no basis for us to consider East Bay's complaint concerning this contract administration matter.

The protest is dismissed.


Ronald Berger
Deputy Associate
General Counsel