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

B-179301

October 31, 1973 40159

The Honorable Thomas F. McCormick
Public Printer
United States Government Printing Office

Dear Mr. McCormick:

We refer to a letter dated September 7, 1973, with enclosures, from the Acting General Counsel, furnishing a report on the request of Teagle and Little, Inc., for relief in connection with an error alleged to have been made in its oral quotation upon which purchase order No. 30854 is based.

On April 18, 1973, Teagle and Little furnished a telephonic quotation of \$5,382 for the production of 1,000 copies each of two books of Maintenance Requirements Cards (plus offset file negatives) for the Department of the Navy, GPO jacket No. 736-561. The two other telephonic quotations were in the amounts of \$9,732.63 and \$10,956 and the GPO estimate was \$6,065.24. It is reported that because of the disparity between the quotation from Teagle and Little and the GPO estimate and other quotations, the corporation was contacted by telephone the same day and requested to confirm its telephonic quotation; that Teagle and Little, without the benefit of a copy of the specifications, orally confirmed its quotation; and that on April 19, 1973, purchase order No. 30854 was issued to Teagle and Little calling for delivery of the Maintenance Requirements Cards.

Upon receipt of the purchase order and written specification, Teagle and Little alleged that it had made an error in its telephonic quotation in that it did not consider and include the cost of collating the printed materials into books and sets. The corporation has requested that the contract price for the printing work be increased by \$1,920 to cover the cost of hand-gathering the books of Maintenance Requirements Cards into sets. In support of its allegation of error, the corporation submitted its original worksheet which does not show a price for hand-gathering the books of cards into sets. Also, it submitted a revised estimate sheet for the omitted work. In an affidavit dated July 25, 1973, a representative of the corporation stated that following the telephonic quotation to GPO, a follow-up bid, a copy of which has been furnished, was mailed by the corporation on April 18, 1973, which did not include a price for hand-gathering into sets.

Generally, when a bidder is requested to and does verify its bid, the subsequent acceptance constitutes a valid and binding contract.

[Request for Relief]

BEST DOCUMENT AVAILABLE

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See 27 Comp. Gen. 17 (1947). However, it is reported that when Teagle and Little's representative confirmed his corporation's quotation, the corporation did not have a copy of the specification which was furnished first with the purchase order by the GPO. Since Teagle and Little did not have the actual specification, understood to be quite complicated and technical, when requested to verify the quotation "on the spot," the request for verification of the price quotation without reviewing for the offeror the specification is not considered to have been adequate. In the circumstances, and since the error has been satisfactorily explained, Teagle and Little should not be required to furnish the printing work at the price quoted in its quotation.

It is reported that after the corporation alleged error in its quotation, it was instructed to continue the work at the price quoted subject to possible correction by higher authority. Accordingly, purchase order No. 30854 may be amended to increase the price for the work by \$1,920 to \$7,302, as administratively recommended, and payment for the work is authorized to be made on that basis. The bid of Teagle and Little, as corrected, will still be the lowest received on the work.

A reference to this decision should be made on the amendment to be attached to the purchase order.

Sincerely yours,

For the
PAUL G. DEMBLING
Comptroller General
of the United States