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Wm. Wotherspoon

Proc. II

DECISION



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

FILE: B-187672

DATE: November 16, 1976

MATTER OF: E. R. Hitchcock & Associates

DIGEST:

Contractor alleging mistake in bid after award is not entitled to relief where contracting officer had no actual or constructive notice of mistake prior to award.

On the basis of a unilateral mistake in bid alleged after award, E. R. Hitchcock & Associates (Hitchcock) requests modification of its contract awarded under IFB No. 101-M-APHIS-76 issued by the Animal and Plant Health Inspection Service (APHIS), Department of Agriculture, Minneapolis, Minnesota.

Bids received for items 2 and 3 of the solicitation were as follows:

	<u>Item 2</u> <u>Unit/Total</u>	<u>Item 3</u> <u>Unit/Total</u>
E. R. Hitchcock & Associates	\$4.12/\$2,060	\$.185/\$2,220
Cellox Corporation	4.26/2,130	.244/2,928

The Government's estimates for these items were: Item 2, \$3.87/\$1,935; Item 3, \$.222/2,644. Hitchcock was low bidder on these items and on item 1, and was awarded the contract. After award Hitchcock notified the contracting officer that it had inadvertently omitted freight charges totalling \$858.38 from its bids for items 2 and 3, and requested that the contract price be increased to include these freight charges.

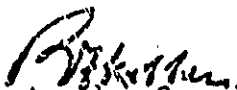
Where, as here, a mistake in bid has been alleged after award of contract, this Office may grant relief only if such mistake was mutual or if the contracting officer had actual or constructive notice of the error prior to award. 45 Comp. Gen. 700, 706 (1966). The contracting officer will be charged with constructive knowledge of such error only where the bid price deviates significantly from the other bids received or from the Government's estimate. B-176517, September 6, 1972. The test

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is one of reasonableness; whether under the facts and circumstances of the particular case, there are factors which could have raised the presumption of error in the mind of the contracting officer. Wender Presses, Inc. v. United States, 170 Ct. Cl. 482, 486 (1965); B-176772, May 23, 1973. Generally, a contracting officer has no reason to suspect error where a low bid is in line with other bids received and with the Government estimate. B-179725, October 30, 1973.

In the present case, Hitchcock's alleged mistake is unilateral and the contracting officer had no actual notice of the error. Additionally, the differences between Hitchcock's item bids, the next low bidder's bids, and the Government estimates are not so great that we can say that the contracting officer was on constructive notice of the possibility of an error. Consequently, acceptance of Hitchcock's bid in these circumstances created a valid and binding contract from which this Office may not grant relief.

Deputy


Comptroller General
of the United States