

# DECISION



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

FILE: B-187237

DATE: September 23, 1976

MATTER OF: J. J. Englert Company, Inc.

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## DIGEST:

Contractor's allegation of unilateral mistake in bid after award does not provide basis for contract adjustment since valid and binding contract resulted when bidder verified bid after contracting officer requested verification and indicated variation in bids received. Contracting officer's recommendation that contract be canceled not adopted.

On the basis of a mistake in bid alleged after award, J. J. Englert Company, Inc. (Englert) requests modification of its contract awarded under invitation for bids (IFB) No. 581-12-76 issued by the Veterans Administration Hospital (VA), Huntington, West Virginia.

The IFB, issued May 14, 1976 solicited bids for two items: (1) furnishing and installing windows and screens, and (2) furnishing and installing doors and frames. Three bids were timely received on June 21; one was rejected for failure to acknowledge an amendment. The two remaining were Englert's bid of \$45,709 for Item No. 1 and \$13,278 for Item No. 2 for a total price of \$58,987, and another bid of \$77,045 for Item No. 1 and \$36,791 for Item No. 2 for a total bid price of \$113,836. The Government estimate for the work was \$65,444.

Because of the difference in prices, the contracting officer requested written verification of the Englert bid. Englert specifically asked for and was given the prices in the other bid under consideration. The contracting officer was then assured that the bid was correct. The bid was again confirmed the next day, June 22, 1976, when the contracting officer called to make sure the written verification requested the prior day would be sent. By letter dated June 24, 1976, Englert again verified that its price of \$58,987 for the two items was correct and was awarded contract No. V581C-129 on June 29, 1976.

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On July 1, 1976, Englert informed the contracting officer that it had intended to bid \$58,924 for Item No. 1 and \$13,287 for Item No. 2, for a total of \$72,211. However, by letter dated July 2, 1976, to the VA, Englert indicated that its original bid price for Item No. 2 was correct but that in compiling its bid it failed to include the cost of labor for the windows, and therefore Item No. 1 should be increased by \$13,078 for a total of \$58,787. Accordingly, Englert asked that the contract be reformed to provide for an aggregate total price of \$72,065.

The contracting officer takes the position that Englert had adequate opportunity to verify its prices; however, he recommends that the contract be canceled and that either the IFB be readvertised or authority be given to the VA to negotiate a contract.

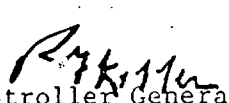
Our Office has held that if the IFB clearly states the Government's needs, responsibility for bid preparation lies with the bidder. We have not granted relief from an award of contract, whether by reformation or rescission, where a bidder has made a unilateral mistake in bid unless the contracting officer knew or had reason to know of the mistake prior to award. L. E. B. Inc., B-186797, July 23, 1976, 76-2 CPD 77.

The contracting officer when he has reason to suspect error, as in this case, is required to request verification calling attention to the suspected mistake. Federal Procurement Regulations (FPR) 1-2.406-1. For example, the contracting officer should point out that the bid is significantly out of line with the next low bid, where that is the case. FPR 1-2.406-3(d)(1). No specific language is required; it is sufficient if the bidder is apprised of the suspected mistake and the basis for the suspicion. Porta-Kamp Manufacturing, Inc., B-180679, December 31, 1975, 74-2 CPD 393.

We think that standard has been met here.

The contracting officer did all that was required of him when he asked Englert to review its bid to determine whether an error had occurred, at which time Englert was specifically advised that its bid was considerably lower than the next low bid.

We do not agree that the contract should be canceled or reformed since the VA's acceptance of Englert's bid, after confirmation, was made in good faith after proper verification and consummated a valid and binding contract.

  
Deputy Comptroller General  
of the United States