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DECISION

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

FILE: B-202831

DATE: October 14, 1981

MATTER OF: Kalamazoo Engineering

DIGEST:

1. Bidder seeking correction of a bid is not permitted to recalculate and change the bid to include factors which were not in mind when the bid was prepared and submitted.
2. Even if the contracting officer on first IFB was aware of verified prices on second IFB, it would not have been proper to accept the verified prices as establishing the intended bid for the erroneous prices on the first IFB, since the verified prices were for an IFB issued 10 days after bids were opened for first IFB and thus do not establish what the intention was when the bid on the first IFB was submitted.
3. Contracting officer has no obligation to query the bidder as to the willingness to accept an award at the original bid price where the bidder only requested correction of the bid prior to award.
4. Protest that contracting agency erred in soliciting bids for the same equipment under two different IFB's is untimely since it was made after bids were opened for both IFB's.

Kalamazoo Engineering, Inc. (KEI), protests that it was not allowed to correct the bid or receive an award at the original bid price under invitation for bids (IFB) No. F09603-81-B-0057 issued by Robins Air Force Base.

We find the protest is without merit.

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Robins Air Force Base issued two IFB's for hoisting Tripods: IFB F09603-81-B-0057 (IFB-0057) issued November 5, 1980, and IFB 09603-81-B-0103 (IFB-0103) issued December 15, 1980. Bids under IFB-0057 opened on December 5, 1980. Bids under IFB-0103 opened January 14, 1981. Each IFB was administered by a different contracting officer. Each contracting officer suspected an error in the bid KEI submitted under the respective IFB. Under IFB-0057, a mistake was suspected because KEI's price of \$558.81 each for the first article and the 26 production units was out of line with the next low bid and prior purchases. Under IFB-0103, an error was suspected because KEI's price of \$1,255.71 for the first article and \$692.62 each for the eight production units was out of line with the next low bid and prior purchases. Each contracting officer sent a telegram providing KEI an opportunity to verify, modify or withdraw the bid.

KEI alleged an error in bid on IFB-0057 and requested correction. A mistake was determined to have been made in the bid, but correction was denied on the basis that the evidence of the bid actually intended was not clear and convincing. Award was made to the next low bidder. KEI verified the bid on IFB-0103 and award was made to it for that procurement.

Since the verified prices in IFB-0103 are the same prices that KEI sought to have substantiated for the prices in IFB-0057, KEI questions the propriety of the refusal to correct the bid. KEI questions why the \$1,255.71 and \$692.62 prices were accepted for IFB-0103, but not for IFB-0057.

The \$1,255.71 and \$692.62 prices were the bid prices in IFB-0103. Defense Acquisition Regulation (DAR) § 2-406(e)(1) (1976 ed.) states "If the bid is verified, the contracting officer will consider the bid as originally submitted." Thus, after verification, the contracting officer was justified in accepting the bid as submitted. Peterman, Windham & Yaughn, 56 Comp. Gen. 239 (1977), 77-1 CPD 20. However, as indicated above, the only price for the same equipment in IFB-0057 was \$558.81, which KEI sought to have corrected to \$1,255.71 and \$692.62 for first article and production quantities, respectively. In the request for correction,

KEI admitted that the bid price for first article was based upon a misunderstanding of first article requirements and that its corrected price for first article was based upon a subsequent computation of what the price should be. The basic rule is that bids may not be changed after bid opening and the exception permitting a bid to be corrected upon the submission of evidence establishing that a bidder actually intended to bid an amount other than that set out in the bid form does not extend to permitting a bidder to recalculate and change its bid to include factors which he did not have in mind when the bid was prepared and submitted. 41 Comp. Gen. 289 (1961). Therefore, the refusal to correct the bid was proper. Likewise, even if the contracting officer on IFB-0057 was aware of the verified prices on IFB-0103, it would not have been proper to accept those verified prices as establishing the intended bid on IFB-0057, since the verified prices were for an IFB issued 10 days after bids were opened for IFB-0057 and thus do not establish what the intention was when the bid on IFB-0057 was submitted earlier.

KEI further contends that the contracting officer acted improperly in not providing it an opportunity to stand by its original bid after the determination was made not to permit correction. However, in 52 Comp. Gen. 706 (1973), we held that the contracting officer has no obligation to query the bidder as to the willingness to accept an award at the original bid price where, as here, the bidder only requested correction of the bid. KEI did not communicate its willingness to stand by the original bid until it wrote to the contracting officer on April 6, 1981, 19 days after the award was made to another bidder.

KEI also contends that the Air Force erred in soliciting bids for the same equipment under two different IFB's. KEI's complaint in that regard, coming after the bids were opened for both IFB's, is untimely. Protests based upon alleged improprieties in an IFB which are apparent prior to bid opening must be filed prior to bid opening. 4 C.F.R. § 21.2(b)(1) (1981). Parenthetically, we note that the Air Force has stated that in the future it will take steps to insure that all of its immediate needs for an item will be solicited through a single IFB.

Accordingly, the protest is denied in part and dismissed in part.

for Milton J. Rowland
Comptroller General
of the United States