

**DECISION**

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

*Kildee*  
23551

**FILE:** B-207172 **DATE:** November 9, 1982  
**MATTER OF:** S. J. Groves & Sons Company

**DIGEST:**

Where second low bidder protesting agency decision to permit correction of mistake in low bid conditions an extension of its bid acceptance period on an escalation of its bid price, that bidder becomes ineligible for award and therefore is not an interested party under GAO Bid Protest Procedures.

S. J. Groves & Sons Company protests the decision of the U.S. Army Corps of Engineers to permit Ideker, Inc., to correct a mistake in its bid submitted in response to invitation for bids No. DACW41-82-B-0002 issued by the Kansas City District of the Corps for the excavation and construction of a diversion channel.

S. J. Groves, the second low bidder, contends that because the evidence Ideker submitted in support of its claim fails to establish either that a mistake occurred or the amount of Ideker's intended bid, bid correction should not be permitted. For the reasons that follow, we dismiss the protest.

Bid opening was held on March 17, 1982 and bids had been extended a number of times to permit the Corps to consider Ideker's claim and our Office to consider Groves' protest. However, as a result of the Corps' most recent request for a 30-day bid extension, S. J. Groves sent a letter to the agency stating in part:

\*\*\* we are unable to keep some prices firm because of increases in labor, some materials, and subcontracts. We deeply regret that we are forced to escalate some items, but we are trying to maintain a profitable posture in our business.

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" \* \* \* we will extend the bid acceptance  
\* \* \* subject to your agreement to pay an  
equitable adjustment on labor, materials and  
equipment."

Generally, a party's active participation in a bid protest, without a formal extension of its bid acceptance period, tolls that period until the protest is resolved. Mission Van & Storage Co., Inc. and MAPAC, Inc., a Joint Venture, 53 Comp. Gen. 775 (1974), 74-1 CPD 195. Protesters, however, are not obligated to extend their bids and may, by their actions place the agency on notice that they are unwilling to extend. See 52 Comp. Gen. 863 (1973). Here, S. J. Groves formally extended its bid acceptance period, but conditioned its extension upon an escalation of its price. Bidders are not permitted to revise their bid prices when granting an extension, as this is tantamount to submitting a second bid after bid opening contrary to competitive bidding principles. 50 Comp. Gen. 383 (1970). Therefore, we can only view the S. J. Groves letter as a refusal to extend the bid as originally submitted. Since that original bid therefore has expired, S. J. Groves is not eligible to receive award of the contract and under our protest procedures is no longer an interested party eligible to maintain its protest. Murphree & Lisle, Inc., B-198210, July 18, 1980, 80-2 CPD 236.

The protest is dismissed.

*Harry R. Van Cleve*  
Harry R. Van Cleve  
Acting General Counsel