

DECISION



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

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FILE: B-217027 **DATE:** January 14, 1985
MATTER OF: R. P. Sita, Inc.

DIGEST:

1. Where contracting officer suspects mistake in bid price, but original bid price is subsequently verified by the bidder, the bid properly may be considered as originally submitted.
2. Protest that award of contract to low bidder was improper because the bid was allegedly below cost is dismissed since, even if the low bid is below cost as the protester contends, that fact alone does not constitute a legal impediment to award to the low bidder.
3. Protest allegation that is not supported by evidence in the written record is regarded as speculation and will not be considered.

R. P. Sita, Inc. (Sita), protests the award of a contract to Edw. Kocharian & Co. (Kocharian) under invitation for bids (IFB) No. DAHA49-84-B-0006, issued by the District of Columbia National Guard, for the repair and replacement of certain heating systems at Andrews Air Force Base, Washington, D.C.

Sita contends that Kocharian, the low bidder, made a mistake in calculating its bid price and that the work required cannot be performed at Kocharian's bid price. Sita suggests that Kocharian's alleged errors were based upon an inadvertent omission of the cost of certain work which was required by an amendment to the IFB or a misinterpretation of the IFB's plans and specifications. Alternatively, Sita claims that the contracting officer was required to reject Kocharian's bid because it was below cost. The protester further questions the responsiveness of Kocharian's bid.

The Department of the Army states that Sita has challenged the low bidder's responsibility to perform the contract but has provided no evidence of bad faith in the

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contracting officer's affirmative determination of responsibility, or of responsibility criteria in the solicitation that were not applied. Thus, the Department of the Army contends, the protester has stated no legal basis for review by the General Accounting Office. Sita has declined to comment on the Department's position.

If a contracting officer suspects there is a mistake in a bid, verification of the bid is to be requested of the bidder. If the bidder verifies the bid, the contracting officer is to consider the bid as originally submitted. See K&P Incorporated and Kirsch Maintenance Service, Inc., B-212263; B-212263.2, Oct. 11, 1983, 83-2 C.P.D. ¶ 436 at 4; G.T. Murphy, Inc., B-204351, Feb. 23, 1982, 82-1 C.P.D. ¶ 161. Sita acknowledges in its bid protest that Kocharian verified its bid price. Kocharian's bid price was \$467,000, and Sita's bid price was \$29,000 more, at \$496,000. We do not view the difference of less than 6 percent between Kocharian's and Sita's bids as requiring rejection of that bid by the contracting officer on the basis that the lower bid contained an obvious error. See, G.T. Murphy, Inc., B-204351, supra, at 3. Accordingly, we deny the protest on this point.

We have held that if a low bidder is determined by the contracting officer to be responsible, the award of a contract to the low bidder is not legally precluded, even though the bid may be below cost. K&P Incorporated and Kirsch Maintenance Service, Inc., B-212263; B-212263.2, supra, 83-2 C.P.D. ¶ 436 at 5; see also NonPublic Educational Services, Inc., B-204008, July 30, 1981, 81-2 C.P.D. ¶ 69. Accordingly, we will not consider this protest issue further.

Concerning Sita's allegations that Kocharian's bid is nonresponsive, no evidence has been submitted in support of this contention. Rather, this charge appears to be conjecture based upon the protester's personal business judgment. Accordingly, we regard this unsupported argument as speculation and will not consider it. Janel, Inc., B-214036.2, May 22, 1984, 84-1 C.P.D. ¶ 547.

We dismiss the protest in part and deny it in part.


for Comptroller General
of the United States