



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Mid Atlantic Label, Inc.

**File:** B-234120

**Date:** March 31, 1989

### DIGEST

Bidder which limited bid acceptance period to 3 days may not be permitted to revive bid by extending acceptance period after expiration of 3-day period because acceptance of bid would give protester an unfair advantage and, therefore, would be prejudicial to other bidders that offered the standard 60-day acceptance period.

### DECISION

Mid Atlantic Label, Inc., protests the Government Printing Office's (GPO) failure to request an extension of its bid acceptance period and the subsequent award of a contract to the second low bidder under solicitation No. 228-076, issued for the production of routing labels.

We deny the protest.

Bid opening was held on January 6, 1989. Mid Atlantic, the low bidder, limited its bid acceptance period to 3 calendar days rather than opting for the automatic 60-day acceptance period in the solicitation. Since bid opening was on a Friday, GPO had only 1 full working day to complete all the necessary pre-award reviews, certifications, and determinations. GPO was unable to make an award in the short period before Mid Atlantic's bid expired on January 9. After the contracting officer informed Mid Atlantic that since its bid had expired, it could not receive further consideration for award, this protest followed.

The solicitation stated that the scheduled award date was January 11. Mid Atlantic claims that it limited its bid acceptance period to 3 days in order to be consistent with the scheduled award date. Further, Mid Atlantic argues that it is unrealistic to assume that the protester would have received any unfair cost advantage over other bidders that opted for the 60-day acceptance period since there was only

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a 2-day lapse between the expiration date of Mid Atlantic's bid and the proposed date of award. Finally, to support its contention that it should be allowed to revive its bid, the protester states that in another recent GPO procurement, the contracting officer telephoned Mid Atlantic's office to question the content of its bid and later allowed the bid to be resubmitted.

Where, as here, the IFB does not contain a mandatory bid acceptance period, the bidder is free to offer a period shorter than the automatic 60-day period stated in the IFB; however, the bidder runs the risk that award will not be made either during this shorter time or by the date the IFB specifies as the date of award, since the government is not bound to award the contract on that date. On the other hand, the bidder which offers a shorter acceptance period avoids the risk of such unanticipated cost increases as price or market fluctuations. See Brener Building Maintenance Co., Inc., B-219682, Oct. 28, 1985, 85-2 CPD ¶ 475.

Mid Atlantic's bid could not properly have been extended after the expiration of its 3-day acceptance period because an extension would have afforded the protester an unfair advantage over other bidders, namely, Mid Atlantic's bid price reflected its avoidance of the risk of increased performance costs during the 57 days that followed its bid acceptance period which other bidders assumed by agreeing to the 60-day bid acceptance period.<sup>1/</sup> See Timberline Foresters, 59 Comp. Gen. 726 (1980), 80-2 CPD ¶ 195. Moreover, Mid Atlantic's contention that it limited its bid acceptance period to 3 days to be consistent with the award date in the solicitation is not persuasive, since Mid Atlantic's acceptance period expired on January 9, 2 days before the scheduled award date of January 11.

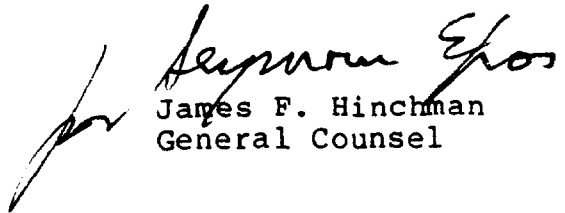
Further, even assuming, as Mid Atlantic contends, that the agency gave Mid Atlantic an opportunity to cure deficiencies in its bid in connection with a prior procurement, GPO was in no way estopped from rejecting Mid Atlantic's bid under this procurement. We consistently have taken the position

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<sup>1/</sup> Although the protester argues that the same supplier quoted prices to Mid Atlantic and to a majority of the other bidders for this particular procurement for the same period of time, the quote Mid Atlantic refers to as the one which it and other bidders relied on contains the language, "price subject to change without notice." This disclaimer is evidence that all the bidders who relied on this supplier's quote would have factored this risk into their bid prices.

that prior erroneous practices do not preclude the agency from rejecting a bid where, as here, it is required to do so. See Champion Road Machinery International Corp.--Reconsideration, B-211587.3, Mar. 4, 1985, 85-1 CPD ¶ 265.

The protest is denied.



James F. Hinchman  
General Counsel