



DIGEST - L-Cont

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

JAN 23

B-177281

JAN 29 1973

Dear Mr. Humphrey:

Reference is made to the letter dated October 16, 1972, with enclosures, from your General Counsel, forwarding for consideration with a negative recommendation the claim of Ampco Printing-Advertisers Offset Corporation (AMPCO) for an adjustment in the contract price on account of an error alleged to have been made in the preparation of the bid upon which the contract under jacket 465-757 is based.

The formally advertised solicitation under which the contract was awarded invited bids for production of 1,000,878 copies of an 8-page pamphlet. Three bids were received as follows:

Ampco Printing-Advertisers Offset Corporation	\$20,308.00
Adar Bindery Co.	\$2,750.00
Christian Board of Publication	\$16,190.44

The contracting officer suspected an error in the AMPCO bid in that it was more than a third lower than both the agency estimate and the second low bid. Therefore, AMPCO was requested to verify its bid. The company responded that a bid error had been made whereupon it was advised of the bid correction and withdrawal procedures. Subsequently, an AMPCO representative conferred with your agency and agreed in writing to perform the contract at the bid price notwithstanding the error. Award was then made to AMPCO.

AMPCO did not reserve any right to submit a claim. However, AMPCO has stated that at the time it agreed to perform the contract it intended to submit a claim after completion of the contract. AMPCO did perform the contract and filed a claim in the amount of \$5,332 alleging that its original offer was in error as a result of mistakes by its estimator. The General Counsel has recommended that the claim be denied since AMPCO elected to stand on the erroneous offer prior to award.

In the instant case, AMPCO, with full knowledge of the bid error and without reserving any right to file claim for an additional amount, requested award of the contract at its original bid price and award was so made. Under these facts, a valid and binding contract is deemed to have been consummated. See 47 Comp. Gen. 732, 742 (1968); 39 Comp. Gen. 405 (1959);

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and B-176133, July 14, 1972. Consequently, there is no legal basis in the circumstances which would support increasing the price of the contract in question.

Sincerely yours,

PAUL G. DEMBLING

For the Comptroller General
of the United States

The Honorable Harry J. Humphrey
Acting Public Printer
U.S. Government Printing Office