

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

B-177308

JAN 18 1973

Meekins, Inc.
3500 Pembroke Road
Hollywood, Florida 33021

Attention: Mr. C. P. Miller
Vice President

Gentlemen:

By report dated October 20, 1972, the Acting Director of Survey and Review forwarded for our consideration your request for an upward contract adjustment as a result of an alleged mistake in bid on items 1 and 2 under invitation for bids BIA-K51-590, issued by the Bureau of Indian Affairs, Washington, D.C.

All or none bids were solicited f.o.b. destination for items 1 and 2, "Rock Coarse Aggregate Grade No. 11 and No. 15," 1,800 and 1,500 tons, respectively. Of the two bids received and opened February 23, 1972, Meekins bid \$2.15/ton for item 1 and \$2.50/ton for item 2. The other bid was \$4.58/ton for both items. On February 25, 1972, the contracting officer telegraphed Meekins requesting it to verify its bid in view of the significant price difference compared with the next low bid. On February 29, 1972, the contracting officer called Meekins' vice president to confirm receipt of the telegram and at that time received verification of the bid as submitted. Based upon this verification, a contract was awarded Meekins for items 1 and 2 on March 1, 1972.

On March 9, 1972, Meekins wrote the contracting officer alleging that its price was erroneously computed on the basis of the wrong destination, which resulted in a transportation charge of \$0.65/ton. Correction was requested to \$1.75/ton. On April 28, 1972, Meekins again wrote the contracting officer apprising him that an alternate trucker was used to make the deliveries at \$1.50/ton, which would result in a \$0.25/ton credit in the event the requested correction was accomplished.

The general rule with respect to mistakes discovered after award of a contract was stated in B-172205, March 30, 1971, quoting from B-168788, May 18, 1970:

"We have consistently held that the responsibility for preparation of a bid rests with the bidder. Therefore, a

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bidder who makes a mistake in a bid which has been accepted in good faith by the Government must bear the consequences, unless the mistake was mutual or the contracting officer had either actual or constructive notice of the mistake prior to award."

In this case, the contracting officer advised Meekins of the discrepancy between its bid and the next low bid and requested and received verification from Meekins that the bid was correct as submitted. Moreover, the contracting officer states that he was not on constructive notice of error following Meekins' verification since this procurement was not restricted to small business participation, as had been prior procurements, assuming apparently that the lower Meekins price was brought about by the possibility of increased competition. Therefore, we conclude that any error committed by Meekins in its bid was unilateral and no legal basis exists for its correction.

Very truly yours,

PAUL G. DEMBING

For the Comptroller General
of the United States