

DECISION



95326
**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548
50563

FILE: B-182632

DATE: February 19, 1975

MATTER OF: Rodman N. Barker

DIGEST:

In sale of surplus automobile, high bid of \$511 when compared with next high bid of \$430 and predetermined upset price of \$400 was not so great as to provide contracting officer with constructive notice of possibility of mistake in bid.

Invitation for bids No. 8FWS-74-108 offering 224 surplus Government vehicles and heavy equipment for sale was issued by the General Services Administration (GSA), Region 8, Federal Supply Service, Personal Property Division, Sales Branch, Denver, Colorado. Bids were opened March 19, 1974. Mr. Rodman N. Barker of Big Piney, Wyoming, was high bidder on item 27. Item 27, located at Bismarck, North Dakota, was described in the sales invitation as:

"SEDAN, American Motors, Rebel, 1968, 4 door,
6 cyl., auto. trans., S/N A8A150B-241432 (G11-38622)
Used 1 Each."

Item 27 was awarded to Mr. Barker on March 27, 1974.

On the same date, in a telephone conversation with GSA, Mr. Barker alleged that a mistake had been made in his bid; he allegedly intended to bid on item 127, as opposed to item 27. By letter dated March 27, 1974, Mr. Barker confirmed his allegation of a mistake in bid. He alleged that he mistakenly omitted the "1" in the number "127." In support of this allegation, Mr. Barker enclosed his bid worksheets. The worksheets show check marks (✓) opposite items 127, 133, 142, and 143. No check mark appears next to item 27. Mr. Barker's bid sheet reflects the fact that he bid on items 27, 132, 133, 142, and 143.

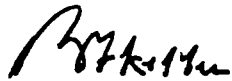
In his letter of March 27, 1974, Mr. Barker stated that he would incur a loss if he had to go from his home in Big Piney, Wyoming, to Bismarck, North Dakota, where the vehicle is located, to pick up the vehicle. He requested rescission of the contract.

B-182632

The normal rule is that a bidder is bound by his unilateral mistake in bid unless the contracting officer had actual or constructive notice of the mistake before the award was made. Wender Presses, Inc. v. United States, 170 Ct. Cl. 483 (1965). In a sale of surplus property, a wide range of bids ordinarily is not deemed to be constructive notice of error. United States v. Sabin Metal Corporation, 151 F. Supp. 683 (S.D.N.Y. 1957), affirmed 253 F.2d 956 (2d Cir. 1958); B-179305, October 23, 1973.

Since the record clearly reflects that the contracting officer did not have actual knowledge of a mistake in bid, Mr. Barker can only be relieved of his obligation if the record shows that the contracting officer had constructive notice of an error in bid. Mr. Barker's high bid of \$511 when compared with the next high bid of \$430 and the predetermined upset price of \$400 was not so great as to provide the contracting officer with constructive notice of the possibility of a mistake in bid. B-174940, April 20, 1972.

Accordingly, Mr. Barker's claim for relief is denied.


Deputy Comptroller General
of the United States