

DECISION



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

60385

FILE: B-185461

DATE: January 14, 1976

MATTER OF: B & B Adcrafters, Inc.

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DIGEST:

No valid and binding contract is consummated by accepting bid where contracting officer knew or should have known of probability of mistake and failed to verify bid. Contract may be rescinded since contracting officer was on constructive notice of possible error in bid and neglected to verify bid.

Invitation for bids for Jacket 668-548 was issued by the Government Printing Office for the production of 162,000 Bicentennial Decals for the Department of the Air Force. The 162,000 decals were composed of 100,000 - 3-1/3" decals, 60,000 - 12" decals and 2,000 - 24" decals.

Six responsive bids were received and opened on October 2, 1975, as follows:

B & B Adcrafters, Inc.	\$14,940.00
Color Process Company	16,500.00
Don Shaffer Display	20,780.00
Lowen Company	28,640.00
Kenny & Gyl	33,560.80
3M Company	44,640.00

The contract was awarded to B & B Adcrafters, Inc. (Adcrafters) on October 6, 1975. After award, Adcrafters alleged that it made an error in bid. By letter dated October 10, 1975, Adcrafters asserted that the mistake was made when it inadvertently figured the cost for the -12" decals on only 6,000 decals rather than 60,000 decals. Instead of the originally bid price of \$4,690 for the 12" decals, Adcrafters states that it should have been \$14,940 for 60,000 -12" decals.

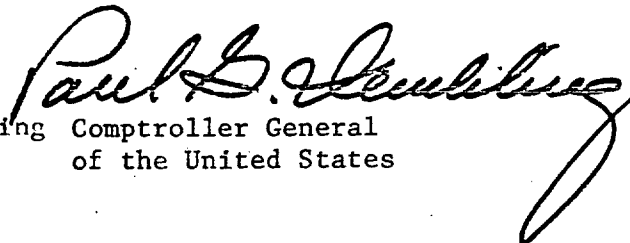
With regard to unilateral mistakes alleged after the award of a contract, the general rule is that the bidder must bear the consequences of the mistake unless the contracting officer knew or should have known of the probability of mistake at the time the bid was accepted. Wender Presses, Inc. v. United States, 343 F.2d 961 (Ct. Cl. 1965); Saligman v. United States, 56 F. Supp. 505 (E. D. Pa. 1944).

B-185461

In the opinion of the contracting officer, he was on constructive notice of the probability of error as the price per thousand for the 24" decal was \$2,150, while the price for the 12" decal was only \$78.17. The contracting officer states it would be unreasonable to expect production of 60,000 decals of the 12" size for the \$4,690.

From our review of the record, we agree that a mistake in bid did occur and that the contracting officer was on constructive notice of the possibility of error. Consequently, the contracting officer should have requested verification of the low bid by Adcrafters before accepting it. Under these circumstances, no valid and binding contract was consummated by accepting the bid. Unicorn Chemical Coatings Inc., B-183932, June 20, 1975, 75-1 CPD 376.

Accordingly, since bid verification was not requested prior to award, the contract with Adcrafters should be rescinded as administratively recommended.


Acting Comptroller General
of the United States