



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Technical Support Services, Inc.
File: B-227328.2
Date: October 2, 1987

DIGEST

A bid is responsive where the bidder submitted its bid on the original bid schedule, instead of the amended bid schedule, because the bidder bound itself to perform by acknowledging amendments which did not change the quantity, type or duration of work to be performed, but changed the dates of performance. Reading the bid reasonably and in its entirety, it is clear that bidder intended to be bound by the amended dates of performance where the first year of performance on the original bid schedule would have only had 26 days left on the date the bids were opened.

DECISION

Technical Support Services, Inc. (TSSI), protests the award of a contract to JC&N Maintenance, Inc., under Department of the Air Force invitation for bids, (IFB) No. F34612-86-B-0006, for transient aircraft maintenance service issued by Altus Air Force Base, Oklahoma. TSSI contends that JC&N's bid was nonresponsive because it was submitted on an improper bid schedule.

We deny the protest.

The IFB was issued on March 17, 1986, with a bid closing date of May 2. The original bid schedule established three periods of performance as follows:

First (basic)	1 June 86 thru 31 May 87
Second (option)	1 June 87 thru 31 May 88
Third (option)	1 June 88 thru 31 May 89

Amendment 0001 dated March 26, inserted a new bid schedule and the bid opening was extended indefinitely, but the dates for performance periods remained the same. Amendment 0002 dated April 7, inserted a new bid schedule with later periods of performance.

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Amendment 0003 dated December 19, set the bid opening date for April 2, 1987, and a new bid schedule with later periods of performance was inserted as follows:

First (basic)	1 Oct. 87 thru 30 Sept. 88
Second (option)	1 Oct. 88 thru 30 Sept. 89
Third (option)	1 Oct. 89 thru 30 Sept. 90

In all schedules, bids were to be based on a monthly price, with the total annual cost being the extended monthly charge times 12, plus a limited amount for 76 hours of overtime during each annual period.

Amendment 0004 dated March 11, 1987, changed the bid opening date to May 5. On May 5, the bids were opened and JC&N was the low bidder. JC&N acknowledged all amendments, but its bid was submitted on the original bid schedule with the original performance dates. JC&N's bid thus indicated the first year of performance as 1 June 86 thru 31 May 1987, so that on bid opening date there would have been 26 days of performance left in the first year performance period. JC&N's price for the first year's performance was \$171,229, \$163,502 for the second year and \$164,861 for the third year of performance. Including overtime, JC&N's bid was \$499,593.36 for the 3-year performance period. TSSI's bid was \$512,190.04 or \$12,596.68 higher. The Air Force found that JC&N's bid was responsive because by acknowledging the amendments it was bound to perform as indicated by the IFB and subsequent amendments and it was reasonable to interpret the bid as offering to perform on the dates as amended.

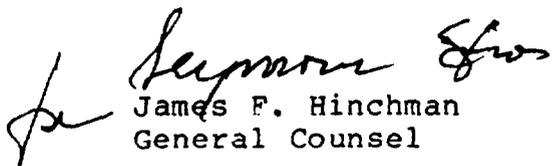
TSSI contends that the JC&N's failure to use the proper bid schedule cannot be treated as administrative error or oversight because it constituted a deviation from the advertised specifications of the delivery dates which go to the substance of the bid. TSSI thus argues concludes that JC&N's bid was nonresponsive. In addition, TSSI argues that the amendments added an item, performance time, to which JC&N was not bound because it did not bid a price.

We agree with the Air Force. The test to be applied in determining the responsiveness of the bid is whether the bid as submitted is an offer to perform, without exception, the exact thing called for in the invitation, which upon acceptance, will bind the contractor to perform in accordance with all the terms and conditions thereof. Rocky Ridge Contractors, Inc., B-224862, Dec. 19, 1986, 86-2 CPD ¶ 691. A bid must be given a reasonable interpretation and read in its entirety. Aerojet Techsystems Company, B-220033, Dec. 6, 1985, 85-2 CPD ¶ 636.

We have rejected bids where they were submitted on an initial IFB schedule instead of an amended bid schedule, although they expressly acknowledged amendments. E.H. Morrill Co., B-214556, May 3, 1984, 84-1 CPD ¶ 508; Fischer-White-Rankin Contractors, Inc., B-213401, Apr. 24, 1984, 84-1 CPD ¶ 471, and Main Electric Ltd., B-224026, Nov. 3, 1986, 86-2 CPD ¶ 511. However, in those cases, the amended bid schedule specifically listed additional material items that were not included in the original IFB and bid schedule. We rejected those bids because it was unclear that the bidders bound themselves to perform the additional material items.

Here, amendment 0003 did not change the quantity, type or duration of work to be performed, but changed the dates on which the work was to be performed. JC&N's bid price included the quantity, type and duration of work specified by the IFB. JC&N's specific acknowledgement of amendment 0003 bound it to perform all work as substantively changed in the amendment. See Rocky Ridge Contractors, Inc., B-224862, *supra*; JEM Development Corporation, B-209707, Apr. 22, 1983, 83-1 CPD ¶ 444; Aerojet Techsystems Company, B-220033, *supra*. If JC&N's bid were interpreted by the original bid schedule, there would have been 26 days left of the first year of performance on the date the bids were opened. However, JC&N's bid price for the first year was in the same range as its bid for the second and the third year. Interpreting the bid reasonably and in its entirety, and considering that the bid was made on a monthly basis, it is not reasonable to assume that JC&N bid an annual price for the first year's period of performance with only 26 days of work remaining in that period. The only reasonable interpretation is that JC&N intended to perform the work over a period of 3 years as required by the IFB and subsequent amendments, intending to be bound by amendment 0003 to perform the work on the dates specified therein, and that the use of the original bid schedule was an oversight.

The protest is denied.


James F. Hinchman
General Counsel