



The Comptroller General
of the United States

Washington, D.C. 20548

GAMER

Decision

Matter of: Hughes & Hughes/KLH Construction
File: B-233624
Date: January 23, 1989

DIGEST

1. Where an uninitialed bid correction leaves no doubt as to the intended bid price, the requirement for initialing changes is a matter of form and the omission may be excused as a minor informality.
2. Where submitted copies of a bid are not exact copies of the original, the bid is responsive provided the bidder is given no opportunity to select between two prices.
3. The offer of a bid acceptance period significantly longer than the 60-day period requested in the IFB is acceptable since it exceeds the agency's minimum needs.

DECISION

Hughes & Hughes/KLH Construction (KLH) protests the pending award of a contract to Baldi Brothers Construction (Baldi) by the Department of the Navy under invitation for bids (IFB) No. N62474-86-B-0568. KLH contends that the agency erred in finding Baldi's low bid responsive because Baldi made uninitialed corrections to the price written on the bid forms. KLH further argues that Baldi's bid is nonresponsive because it provided a 425-day bid acceptance period--a period far in excess of the 60 days required by the solicitation. We deny the protest.

The IFB solicited bids for military construction projects P-460 and P-423 at the Marine Corps Air-Ground Combat Center, Twentynine Palms, California. Eight bids were received with Baldi the low bidder at a total price of \$4,766,061 for base bid item 001 and additive bid items 00001AA through 00001AD. KLH was the second-low bidder with its total bid of \$4,946,718.

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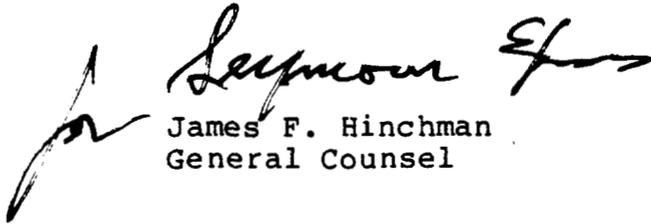
Central to the protest is Baldi's failure to initial corrections made to the base bid figure as it appears on Standard Form (SF) 1442. Prior to submission of its bid, Baldi crossed out the original figure listed for the base bid, drew an arrow to the right, wrote a second figure labeled base bid, crossed this out, and inserted a third figure. Although none of these corrections was initialed, it is apparent from the labeling that the third figure written is Baldi's intended base bid. This Office has held that a bidder's failure to initial changes is a matter of form that may be waived as a minor informality where the bid leaves no doubt as to the intended price. TCI, Ltd., 65 Comp. Gen. 23 (1985), 85-2 CPD ¶ 433. A clear example of a minor informality is a bidder's failure to initial an erasure or correction as required by the IFB. Werres Corp., B-211870, Aug. 23, 1983, 83-2 CPD ¶ 243. In the instant case, the contracting officer's determination that the uninitialed changes left no doubt as to Baldi's intended bid price was reasonable.

Similarly, KLH argues that Baldi's bid was nonresponsive because the two copies of SF 1442 attached to the solicitation are not identical to the original SF 1442 submitted. Although these copies reflect the same corrected base bid, the first base bid item is not crossed out in the same manner on one copy and not stricken at all on the second copy. While the protester is correct that all copies of a submitted bid should match the original, a bid is nonresponsive only where the deficiency makes the bid ambiguous so that the bidder is given an opportunity to select between two prices. Don's Wheelchair & Ambulance Service, Inc., B-216790, Jan. 22, 1985, 85-1 CPD ¶ 82. It is obvious from the original bid that the first base bid on the second copy was meant to be crossed out. Baldi was not given an opportunity to choose between two prices; rather, the contracting officer determined the bid price by considering the original copy of the bid as submitted.

KLH argues that Baldi's bid is also nonresponsive because Baldi inserted a figure of 425 calendar days, a sum equal to the performance period specified in the solicitation, as the bid acceptance period. This unnecessarily lengthy acceptance period does not render the bid nonresponsive since the

solicitation required a minimum period of just 60 days. The mistake in the bid results in prejudice only to Baldi because the bidder alone bears the burden of holding its bid open for 14 months.

The protest is denied.



James F. Hinchman
General Counsel