



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Bruce Industries, Inc.
File: B-232719
Date: January 25, 1989

DIGEST

Where solicitation incorporates by reference a prior solicitation but provides for revised delivery schedule, a bidder obligates itself to perform all work as changed in the revised solicitation when it signs the revised solicitation; the bidder does not render its offer nonresponsive to the revised schedule by including the prior solicitation in its bid without crossing out or editing the prior schedule to conform it to the revised schedule.

DECISION

Bruce Industries, Inc. protests the award of a contract to E.G. Power Company, under invitation for bids (IFB) No. DLA400-88-B-4688, issued by the Defense Logistics Agency (DLA), for electrical outlets and distribution boxes. Bruce alleges that Power's bid was nonresponsive to the required delivery schedule and should have been rejected.

We deny the protest.

On July 27, 1988, DLA issued this IFB, in the form of a mailgram, seeking bids on the reprourement of the undelivered quantity of electrical outlets and distribution boxes under a recently terminated 1987 contract. The IFB provided that, with the exception of certain specified clauses, all terms and conditions of IFB No. DLA400-87-B-6264, under which the 1987 award had been made, would be applicable to the reprourement. One of the clauses changed was the delivery schedule; while the 1987 IFB had called for delivery to commence not later than January 1988, but allowed for extensions in case of award delays, the mailgram required delivery to commence by December 15, 1988, irrespective of any award delays.

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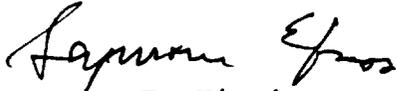
Three bids were received in response to the solicitation. Bruce's was the apparent low bid, but Bruce alleged a mistake and was permitted to correct its bid upward. As a result, Bruce became the second low bidder and Power the apparent low bidder. DLA made award to Power after obtaining Power's verification of its bid and finding the firm to be responsible.

Bruce alleges that Power rendered its bid nonresponsive to the revised delivery schedule in the 1988 IFB by including in its bid a copy of the 1987 IFB containing the original delivery schedule. Power's bid consisted of the 1988 mailgram IFB (and two amendments) signed by Power, and the 1987 IFB signed, dated (August 14, 1988), and annotated "88-B-4688" (the 1988 IFB number) by Power. Power did not alter or annotate the delivery schedule in the copy of the 1987 solicitation. Bruce argues that Power, by including in its bid an unaltered copy of the 1987 IFB with the more lenient delivery schedule, either qualified the bid or rendered it ambiguous because it was unclear on the face of the bid which of the two delivery schedules Power would be obligated to comply with.

The test to be applied in determining the responsiveness of a 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. In ascertaining responsiveness, a bid must be given a reasonable interpretation and read in its entirety. Technical Support Services, Inc., B-227328.2, Oct. 2, 1987, 87-2 CPD ¶ 322. We have previously recognized the general principle that the specific acknowledgment of an amendment binds the bidder to perform all work as substantively changed in the amendment. See Rocky Ridge Contractors, Inc., B-224862, Dec. 19, 1986, 86-2 CPD ¶ 691; Jem Development Corp., B-209707, Apr. 22, 1983, 86-2 CPD ¶ 444. Thus, for example, where a bidder inserted 60 days as its bid acceptance period in the original bid form and also acknowledged an amendment that changed the IFB minimum acceptance period from 60 days to 90 days, we held that the bidder's blanket acknowledgment of the amendment indicated its acceptance of the longer bid acceptance period. See Alaska Mechanical, Inc., B-225260.2, Feb. 25, 1987, 87-1 CPD ¶ 216. Similarly, we have held that where a bidder crosses out delivery terms based on their deletion by one amendment, but the terms are added back in by a later amendment, the acknowledgment of the later amendment binds the bidder to the terms. Aerojet Techsystems Co., B-220033, Dec. 6, 1985, 85-2 CPD ¶ 636.

The principle in the above cases clearly applies here. That is, when a solicitation incorporates by reference a prior solicitation, but revises that prior solicitation, we consider the bidder to have obligated itself to perform all work as changed when it signs the revised solicitation. There is no additional requirement that the bidder edit the earlier, incorporated specifications so as to conform them to the later, revised specifications. Thus, since Power signed the 1988 solicitation, Power was obligated to perform pursuant to the revised delivery schedule.^{1/}

The protest is denied.



James F. Hinchman
General Counsel

^{1/} Bruce asserts that Power's bid price is unrealistically low and that this constitutes proof that Power failed to bind itself to comply with the revised, expedited delivery schedule required by the 1988 solicitation. As indicated above, however, we find that acceptance of Power's bid obligates Power to meet the revised schedule.