



**Comptroller General  
of the United States**

Washington, D.C. 20548

## Decision

**Matter of:** Thompson Electric, Inc.

**File:** B-261215

**Date:** August 24, 1995

Fred M. Thompson for the protester.

Cynthia S. Guill, Esq., Department of the Navy, for the agency.

Peter A. Iannicelli, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Amendment to an invitation for bids that contains revised wage rates for only two labor categories, neither of which is required for contract performance, is not material and therefore a bid that fails to effectively acknowledge the amendment properly may be accepted.

### DECISION

Thompson Electric, Inc. protests the Department of the Navy's proposed award of a contract to Protech-Atlanta for installation of a fire alarm system in a building at the Naval Air Station in Millington, Tennessee, pursuant to invitation for bids (IFB) No. N62467-95-B-5222. The protester contends that Protech-Atlanta's lowest-priced bid was nonresponsive. We deny the protest.

The IFB was issued on February 2, 1995, with a bid opening date of March 9. Among other things, the IFB contained a Department of Labor wage rate determination for building construction workers in the area where the work would be performed. On February 28, amendment 001, consisting of a revised wage rate determination for various categories of building construction workers, was issued. When bids were opened, Thompson requested and received a copy of Protech-Atlanta's lowest-priced bid.<sup>1</sup> Upon receipt of Protech-Atlanta's bid, Thompson filed a protest with the contracting officer alleging that Protech-Atlanta's bid was nonresponsive because it contained only a general acknowledgment of

<sup>1</sup>Protech-Atlanta's bid was for \$46,000, while Thompson Electric's third-low bid was for \$79,000. The agency determined that the second-low bid was nonresponsive.

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amendments but did not specifically acknowledge amendment 001. The contracting officer denied the agency-level protest, and Thompson then protested to our Office on the same basis.

As noted above, amendment 001, the only IFB amendment, was issued on February 28. Protech-Atlanta's bid was dated March 7—just 5 working days after amendment 001 was issued—and stated simply, "[W]e acknowledge all amendments." While the bid did not specifically refer to the amendment number, the agency determined that Protech-Atlanta's broader acknowledgment demonstrated the bidder's intent to be bound by the amendment's provisions.

We need not address the acknowledgment issue because we conclude that the amendment was not material. The agency reports that the amendment did not impose any additional legal obligation on the bidders because the only wage rates that were increased by the revised wage rate determination were for the labor categories of millwrights and structural ironworkers, two types of laborers that were not required to perform the contract work; all other wage rates remained the same. The protester does not furnish any evidence to rebut the agency's position that millwrights and structural ironworkers are not required to perform this contract. Thus, on this record, we conclude that the awardee is committed to pay all applicable wage rates regardless of whether the amendment was effectively acknowledged. Accordingly, the agency was not required to reject Protech-Atlanta's bid. See Prince Constr. Co., B-184192, Nov. 5, 1975, 75-2 CPD 279; see also North Landing Line Constr. Co., 55 Comp. Gen. 1501 (1976), 76-2 CPD ¶ 292.

The protest is denied.

/s/ Ronald Berger  
for Robert P. Murphy  
General Counsel