

Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Stone Forest Industries, Inc.

File: B-246123

Date: February 7, 1992

Kevin W. Cain for the protester,
Rhea Daniels Moore, Esq., Office of the General Counsel,
Department of Agriculture, for the agency.
Julian Klazkin, Esq., and Robert G. Crystal, Esq., Office of
the General Counsel, GAO, participated in the preparation of
the decision.

DIGEST

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.

DECISION

Stone Forest Industries, Inc. (SFI), protests the award of a contract by the Department of Agriculture's Forest Service to Jackson Lumber Company, Inc. (Jackson). SFI contends that Jackson's bid should have been rejected as nonresponsive because it contained uninitialed corrections to the price written on the bid forms. We deny the protest.

The Forest Service advertised for the sale of timber and received bids only from Jackson and SFI. Jackson submitted the higher bid and was awarded the contract despite the fact that its bid price (per unit of measure) was written in pencil, erased, and then subsequently reentered in pencil over the original.

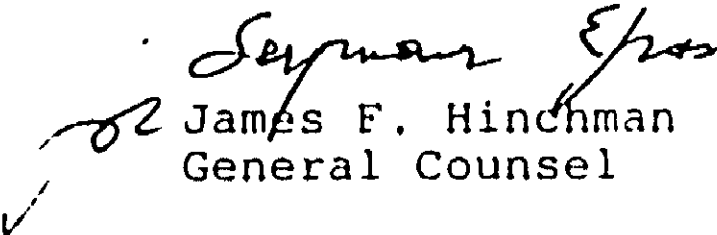
The instruction form to bidders states: "[i]f erasure or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid." Jackson's change was not initialed and SFI contends that such failure rendered the bid nonresponsive because Jackson failed to comply with the mandatory requirements of the bidding process.

We have held consistently that "[a] bidder's failure to initial changes is no more than a matter of form, and a

contracting officer may waive that delinquency as a minor informality where there is no doubt as to an intended bid price." Omni Elevator Company, B-241678, Feb. 25, 1991, 91-1 CPD ¶ 207; Hughes & Hughes/KLH Construction, 68 Comp. Gen. 194 (1989), 89-1 CPD ¶ 61; Werres Corp., B-211870, Aug. 23, 1983, 83-2 CPD ¶ 243. SFI contends that the instant case is distinguishable from Omni Elevator in that the erasures in the latter were completely obliterated whereas Jackson's changes remained visible. We find this distinction to have no significance. The issue in both cases is the same--do the changes complained of create any doubt about the intended bid price?

The bid leaves no doubt about the intended price in this case. By the protester's own admission, the erased bid price was only partially legible, leaving only one legible price and no doubt. Further, the contracting officer found the bid price clear and a subsequent letter from Jackson to the Forest Service confirmed the price. Accordingly, the contracting officer acted appropriately in waiving Jackson's failure to initial changes as a minor informality which would not interfere with its being awarded the contract.

The protest is denied.


James F. Hinchman
General Counsel