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

## Decision

**Matter of:** Comfort Inn Airport

**File:** B-249673

**Date:** September 2, 1992

Cliff Wierstruk for the protester,  
Gerald P. Kohns, Esq., Department of the Army, for the  
agency.  
Christine F. Bednarz, Esq., Office of the General Counsel,  
GAO, participated in the preparation of the decision.

### DIGEST

Bid accompanied by completed Certificate of Procurement Integrity, which was executed by the same individual who signed the bid, is responsive, where an unambiguous abbreviation of the bidder's complete name, appears in the certificate as the name of the bidder.

### DECISION

Comfort Inn Airport protests the award of a contract to BWI/Parkway Hotel Group Limited Partnership T/A Ramada Hotel BWI Airport, under invitation for bids (IFB) No. DAKF27-92-B-0013, issued by the Department of the Army, for the provision of meals and lodging for the Military Entrance and Processing Station, Baltimore, Maryland.

We dismiss the protest.

The IFB incorporated the Certificate of Procurement Integrity clause contained at Federal Acquisition Regulation § 52.203-8. The certificate requires that a named individual--the officer or the employee of the contractor responsible for the preparation of the bid--become familiar with the provisions contained in the Office of Federal Procurement Policy (OFPP) Act, 41 U.S.C.A. § 423 (West Supp. 1992), fully disclose any possible violations of that Act, and collect similar certificates from all other individuals involved in the preparation of the bid.

The awardee's bid lists "BWI/Parkway Hotel Group Limited Partnership T/A Ramada Hotel BWI Airport" as the name of the bidder and was accompanied by a completed and executed Certificate of Procurement Integrity. The certificate listed "Ramada BWI" as the name of the bidder and identified IFB No. DAKF27-92-B-0013 as the solicitation for which the

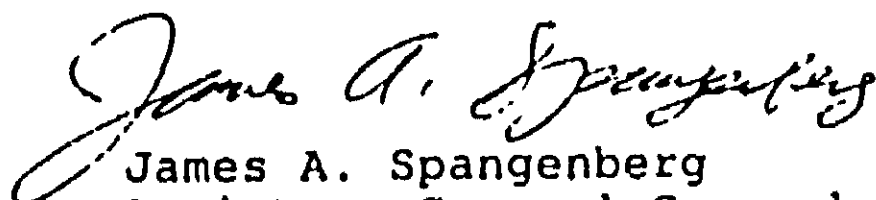
certificate was completed. The signature of Gus O. Triantis, the awardee's managing partner, appeared on both the bid and the Certificate of Procurement Integrity. By executing the certificate, Mr. Triantis certified that he was not aware of any violations of the OFPP Act, and that the firm's employees, agents, and representatives were familiar with the Act and would comply with its terms.

Comfort Inn argues that the awardee did not submit a proper Certificate of Procurement Integrity because the name of the bidder listed in the Certificate was not identical to that listed in the bid. The protester claims that this ambiguity renders the bid nonresponsive and ineligible for award.

To be responsive, the bid as submitted must represent an unequivocal offer to comply with the IFB's material terms. Stay, Inc., B-237073, Dec. 22, 1989, 89-2 CPD ¶ 586, aff'd, 69 Comp. Gen. 296 (1990), 90-1 CPD ¶ 225. The Certificate of Procurement Integrity is such a material term because it imposes substantial legal obligations on the bidder, which the bidder must clearly agree to undertake for the bid to be responsive. Mid-East Contractors, Inc., 70 Comp. Gen. 383 (1991), 91-1 CPD ¶ 342.

Here, the completed Certificate of Procurement Integrity that accompanied the awardee's bid properly identified the IFB and bore the signature of the same individual (the awardee's managing partner), who signed the bid. Although the name of the bidder listed in the certificate does not fully duplicate the name listed in the bid, one can only interpret "Ramada BWI" as an abbreviation of the much longer corporate title listed in the bid, such that the certificate's applicability to the particular bid is clear. Thus, the insertion of the abbreviated corporate name in the signed certificate does not render the awardee's bid nonresponsive. See Firebird Constr. Corp., 71 Comp. Gen. 268 (1992), 92-1 CPD ¶ 211.

The protest is dismissed.

  
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Assistant General Counsel