

Bednarz
147858



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Struksnes Construction Co., Inc.

File: B-250442

Date: October 19, 1992

Harold C. Struksnes for the protester,
Jerry Aldridge, Esq., Department of the Air Force, for the
agency.
Christine F. Bednarz, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Bid is responsive even though it fails to acknowledge receipt of solicitation amendments in the space provided in the bid itself, where it acknowledges the amendments on a bid envelope furnished by the contracting agency providing for such an acknowledgment.

DECISION

Struksnes Construction Co., Inc. protests the award of a contract to Earthmovers, Inc. under invitation for bids (IFB) No. F32604-92-B0066, issued by the Department of the Air Force, to repair berms on igloos at Minot Air Force Base, North Dakota. The protester argues that the Air Force must reject Earthmovers's low bid as nonresponsive, since it allegedly did not acknowledge the three amendments to the IFB.

We dismiss the protest.

The agency issued three amendments to the IFB. The first of these allowed a revised performance method, while the second and third amendments extended the bid opening date, ultimately to September 18, 1992. On that date, Earthmovers submitted the apparent low bid at \$65,600, while the protester submitted the next low bid at \$75,900.

Earthmovers did not complete Block 19 of its bid form, "Acknowledgment of Amendments." However, Earthmovers submitted its bid in a bid envelope furnished by the contracting agency, which provided on the face of the envelope a space for the "Acknowledgment of Receipt of Addenda." In the spaces provided to identify the "addenda" acknowledged, Earthmovers's envelope bears the handwritten inscription, "001" through "003."

Struksnes argues that Earthmovers's notation on its bid envelope acknowledging "Addenda 001 through 003" is not sufficient to render its bid responsive. In particular, Struksnes argues that Earthmovers's acknowledgement is ambiguous, because one cannot reasonably equate the term "addenda" with "amendments."

In our view, Earthmovers's bid, as submitted, clearly indicates that the awardee received and acknowledged that it would comply with the requirements of amendments 001 through 003. Earthmovers designated the receipt of addenda 001 through 003 on the bid envelope furnished by the contracting agency that prompted bidders to identify and acknowledge any such "addenda." While Struksnes argues that the acknowledgment was ambiguous because "addenda" does not equate with "amendments," it is obvious from the context that the term "addenda" is synonymous with "amendments" for the purposes of this IFB, and that Earthmovers expressly acknowledged the receipt of the three solicitation amendments. See generally 52 Comp. Gen. 726 (1973). Although Earthmovers failed to complete the acknowledgment within the bid document itself, Earthmovers's acknowledgment on the face of the bid envelope in the space provided for this purpose sufficiently demonstrated the awardee's intent to be bound by the amendments, which makes its bid responsive. See 48 Comp. Gen. 648 (1969); Qualicon Corp., B-237288, Feb. 7, 1990, 90-1 CPD ¶ 158.

We dismiss the protest.



James A. Spangenberg
Assistant General Counsel