



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

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# Decision

**Matter of:** Logistics & Computer Consultants Inc.  
**File:** B-253949  
**Date:** October 26, 1993

Ronald L. Lewis for the protester.  
Timothy A. Beyland, Esq., Department of the Air Force, for the agency.  
Christina Sklarew, Esq., and Andrew T. Pogany, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

## DIGEST

Contracting agency properly rejected as nonresponsive a bid that failed to acknowledge an amendment that placed additional obligations on the contractor under a management contract, increasing the contractor's responsibilities to include repairs of certain equipment and reducing the time period allotted for moving certain types of property.

## DECISION

Logistics and Computer Consultants, Inc. (LCCI) protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F49642-92-R0062, which was issued by Andrews Air Force Base, Maryland. LCCI contends that the Air Force improperly rejected its bid as nonresponsive for failure to acknowledge amendment No. 0001.

We deny the protest.

The IFB was issued on January 8, 1993, and sought offers for the performance of management operations services, such as moving and storing furniture, maintaining an inventory of furniture and appliances, and repairing appliances. On January 28, the agency issued amendment No. 0001, which required the successful offeror to assume responsibility for requisitioning, maintaining and repairing the lawn equipment used for grounds maintenance under the contract. The amendment also reduced the 30-day period that had originally been allotted for performing mass moves to 5 days.

Nine bids were timely submitted by the bid opening date of February 8, 1993. LCCI and one other bidder failed to acknowledge amendment No. 0001. The protester's bid, however, was not immediately rejected as nonresponsive on this basis; since LCCI advised the contracting officer that its bid might contain a mistake, the contracting officer initially reviewed additional pricing information from the firm in order to determine whether there was a mistake in the bid. The agency subsequently determined that LCCI's failure to acknowledge the amendment rendered its bid nonresponsive, and on June 17 the protester's bid was rejected on this basis. The contract was awarded to another firm on the same date. This protest followed.

Generally, a bid that does not include an acknowledgment of a material amendment must be rejected. Absent such acknowledgment, the bidder is not obligated to comply with the terms of the amendment, and its bid is thus nonresponsive. Tri-Tech Int'l, Inc., B-246701, Mar. 23, 1992, 92-1 CPD ¶ 304. The Federal Acquisition Regulation (FAR) provides that an amendment is material where it would have more than a negligible impact on price, quantity, quality or delivery of the item solicited. See FAR § 14.405(d)(2). An amendment is material where, among other things, it would impose legal obligations on a prospective contractor that were not contained in the original solicitation. See, e.g., Cascade Gen., Inc., B-244395, Oct. 17, 1991, 91-2 CPD ¶ 343.

In this case, the amendment placed on the contractor the additional obligations of assuming responsibility for certain types of equipment. While the original solicitation had specifically stated that the contractor would not be "responsible for [requisitioning] lawn equipment (i.e., mowers, weed eaters, etc.) used for grounds maintenance around dorms and transient quarters," the solicitation as amended required the contractor to assume responsibility for requisitioning and repairing lawn equipment, stating that the contractor would obtain cost estimates for such repairs, perform the repairs itself or procure the services where appropriate. While the contractor would be reimbursed for the cost of the repairs, the amendment nonetheless places an additional obligation on the contractor to make the necessary arrangements for the repairs. A bid that does not acknowledge this amendment would not obligate the bidder to perform the services.


Additionally, the amendment reduced the time period within which the contractor was to complete mass moves (defined in the IFB as "move involving the furnishing of a new, reconditioned, or reallocated dormitory with more than 56 rooms (about 1,200 pieces) including dayroom furniture

. . . approximately €1,000 lbs.") from the originally allotted 30 days to 5 days. In the absence of a signed acknowledgment of the amendment, the contractor would not legally be bound to perform these services in less than 30 days.

Although these provisions may have a relatively small impact on the price of performance in this case, the amendment imposed a significant additional obligation not already imposed by the IFB as issued, and it was therefore material. The rejection of LCCI's bid for failure to acknowledge the amendment was therefore proper.

LCCI has raised a number of other protest issues, including such matters as the agency's delay in determining that the protester's bid should be rejected, the propriety of the agency's requests for additional pricing information from LCCI, and the alleged failure of the agency to award the contract promptly. Because we have determined that the protester's bid was properly rejected as nonresponsive, these other issues are academic. See generally East West Research, Inc.--Recon., B-233623.2, Apr. 14, 1989, 89-1 CPD ¶ 379.

The protest is denied in part and dismissed in part.

  
for James F. Hinchman  
General Counsel