



G A O

Accountability * Integrity * Reliability

**Comptroller General
of the United States**

**United States General Accounting Office
Washington, DC 20548**

Decision

Matter of: Delta Timber Company

File: B-290710

Date: September 6, 2002

Ruth G. Tiger, Esq., Saltman & Stevens, for the protester.
Lori Polin Jones, Esq., Department of Agriculture, for the agency.
John L. Formica, Esq., and James A. Spangenberg, Esq., Office of the General
Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly accepted a bid submitted in response to a solicitation for the sale of timber where the bid prices, although changed and not initialed by the bidder prior to bid opening, were legible and the bid was thus not ambiguous.

DECISION

Delta Timber Company protests the proposed award of a contract to Thompson Logging by the Department of Agriculture for the Middle Mountain Timber Sale.¹ Delta contends that Thompson's bid was ambiguous with regard to price and should have been rejected by the agency.

We deny the protest.

The prospectus for the sale called for the submission of sealed bids to purchase two species of timber listed as 4,015 hundred cubic feet (ccf) of "Live and Dead Aspen & Other" and 35 ccf of "Live and Dead True Fir." Agency Report (AR), Tab A, Timber Sale Prospectus. To complete their bids, bidders were required to enter a "bid rate" for each of the two species of timber. Award was to be made to the highest-priced, responsible bidder who submitted a responsive bid.

¹ We consider this protest under 4 C.F.R. § 21.13(a) (2002) because the Forest Service has agreed to have protests of timber sales decided by our Office. Big Valley Lumber Co., B-221181, B-221182, Apr. 2, 1986, 86-1 CPD ¶ 313 at 2 n.1.

The agency received four bids by the bid opening date of June 4, 2002, including those submitted by Thompson and Delta. The record reflects that the agency recorded Thompson's bid as the high bid at \$8.01 and \$7.01 for the two species of timber set forth in the prospectus, for a total bid of \$32,405.50. Delta's bid was recorded as being next-high at prices of \$8.01 and \$6.75 for a total bid of \$32,396.40. AR, Tab B, Sale Officer's Memorandum to the Contracting Officer (June 4, 2002).

Because Thompson's bid was handwritten, and the prices had been changed without the changes having been initialed, the contracting officer contacted Thompson to verify its bid. Contracting Officer's Statement at 1. Thompson confirmed its bid, and this protest followed.

The protester, which had not seen Thompson's original bid (rather than a copy) before submitting its protest and its comments on the agency report, argues that Thompson's hand-written bid is illegible and that Thompson's bid price is thus ambiguous. The protester contends that because of this, Thompson's bid must be rejected. See New Shawmut Timber Co., B-286881, Feb. 26, 2001, 2001 CPD ¶ 42 at 3 (bid submitted in response to a timber sale must be rejected where it was at best ambiguous as to an intended price).

Our Office requested and received Thompson's original bid. Based upon our examination of the bid, we find no question that the bid was legible with regard to the price. That is, we, like the agency at bid opening, had no difficulty in concluding, with certainty, that Thompson's handwritten bid prices were \$8.01 and \$7.01 for the two species of timber listed in the prospectus.² Additionally, while the bid evidences that Thompson at some point changed its prices to \$8.01 and \$7.01 without initialing the changes, our Office has consistently held that a bidder's failure to initial changes is a matter of form that may be waived by the agency as a minor informality, where, as here, there is no doubt as to intended bid. Stone Forest Indus., Inc., B-246123, Feb. 7, 1992, 92-1 CPD ¶ 161 at 1-2; Jordan Contracting Co.; Griffin Constr. Co., Inc., B-186836, Sept. 16, 1976, 76-2 CPD ¶ 250 at 2.

The protest is denied.

Anthony H. Gamboa
General Counsel

² We showed the original bid document to the protester's (and the agency's) counsel and advised the parties, in the course of "outcome prediction" alternative dispute resolution, of our conclusion. The protester, however, declined to withdraw its protest.