



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Peter J. O'Brien & Company

File: B-272267

Date: August 29, 1996

Joseph J. Griseta, Esq., Simon & Spitalli, for the protester.
Phillipa Anderson, Esq., Department of Veterans Affairs, for the agency.
Wm. David Hasfurther, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

An unsigned Standard Form 1442 does not render a bid nonresponsive where the bid is accompanied by an executed certificate of procurement integrity and a signed bid bond that refers to and clearly identifies the bid.

DECISION

Peter J. O'Brien & Company protests the acceptance of the bid submitted by Chicagoland Paving Inc. on Department of Veterans Affairs invitation for bids (IFB) No. 578-12-96. O'Brien contends that the bid should have been rejected because it was not signed when the bid was opened at the public bid opening.

We deny the protest.

Bids submitted in response to the IFB were opened on May 8, 1996. At the bid opening, the contracting officer noted that the first page, Standard Form (SF) 1442 ("Solicitation, Offer, and Award"), of Chicagoland's bid was not signed and dated by the bidder. The contracting officer, however, concluded that this omission constituted a correctable minor informality since the procurement integrity certification and bid bond both were signed by "Wm. R. Bowes" on behalf of the company. The contracting officer requested the bidder's representative in attendance at the bid opening to sign the bid.¹

¹The protester alleges that the signature of Wm. R. Bowes on the SF 1442 does not match the signature on the certification and bond. While the agency does not identify the representative who attended the bid opening and subsequently signed the SF 1442, it appears that it was not Wm. R. Bowes and that the company representative merely signed "William Bowes" on the SF 1442, rather than his own

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In general, a bid that is not signed must be rejected as nonresponsive because, without an appropriate signature, the bidder would not be bound to perform once the government accepted the bid. Stafford Grading and Paving Co., Inc., B-245907, Jan. 14, 1992, 92-1 CPD ¶ 66. However, there are certain situations where the bidder's failure to sign its bid may be corrected or waived as a minor informality. For example, such a waiver is proper where the bid was accompanied by other material—such as a signed bid guarantee that refers to and clearly identifies the bid—indicating the bidder's intention to be bound. Federal Acquisition Regulation § 14.405(c)(1); Micon Corp., B-249231, Oct. 28, 1992, 92-2 CPD ¶ 293. This intention to be bound may also be shown when the bid contains a properly signed bid bond specifically referencing the solicitation involved and a properly signed certificate of procurement integrity. Southern Technologies Inc., B-256190, May 23, 1994, 94-1 CPD ¶ 321.

Here, Wm R. Bowes, as the officer/employee responsible for the preparation of the bid, signed the certificate of procurement integrity and the bid bond. The certification and bid bond which were part of Chicagoland's bid specifically referenced this IFB. Accordingly, since Chicagoland's intent to be bound is ascertainable from its bid, the failure to sign SF 1442 may be waived, and award to Chicagoland is proper.

The protest is denied.

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¹(...continued)

name. However, as discussed in this decision, this later signature has no legal significance since the original bid contained Wm. R. Bowes's signature on the procurement integrity certification and bid bond. The authenticity of these signatures is not at issue.