

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

58759 97218

FILE: B-182978

DATE: June 9, 1975

MATTER OF: Corbin Sales Corporation

DIGEST:

1. Proof that signer of bid had authority to bind bidder may be provided subsequent to bid opening. 50 Comp. Gen. 627 (1971).
2. Record does not support protester's allegation that low bidder failed to initial changes in price column of bid schedule. In any event, failure to initial erasures could be waived as minor informality. 49 Comp. Gen. 541 (1970).

Invitation for bids (IFB) No. N00383-75-B-0275 was issued by the Aviation Supply Office, Naval Supply Systems Command, to solicit bids for five alternate or stepladder quantities of LAU 7/A-3 Guided Missile Launchers. The lowest bid was submitted by Varo, Incorporated (Varo), to which the contract was subsequently awarded.

Corbin Sales Corporation (Corbin) protested the award of that contract on the grounds that Varo's bid was improperly prepared. Corbin contends that Varo failed to comply with paragraph 2(b) of Standard Form 33A by failing to produce evidence that the officer who signed the bid had authority to do so, and by failing to initial changes made in the price column of the IFB schedule. Paragraph 2(b) of Standard Form 33A provides in pertinent part:

"* * * Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office."

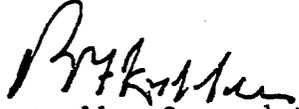
With respect to Corbin's first contention, we have held that it is permissible to furnish proof of an agency relationship after bid opening and that a failure to furnish such information at bid opening will not render a bid nonresponsive. See 50 Comp. Gen. 627 (1971); 49 Comp. Gen. 527 (1970). In this connection, the record indicates that on January 16, 1975, the president of Varo furnished the Department of the Navy with documentation and proof that Henry P. Ledford,

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the signer of Varo's bid, had actual authority to sign the bid on that date and to bind Varo in contractual matters. Accordingly, we feel that Varo has adequately met the requirement of paragraph 2(b) with regard to proof of an agent's authority to sign offers.

Corbin also contends that Varo failed to comply with the requirement of paragraph 2(b) that erasures or other changes be initialed by the person signing the offer. However, the record indicates that the initials HPL, representing "Henry P. Ledford," are present in the price columns, above the erased area. Furthermore, even if Varo had failed to initial the changes, the deviation could have been waived as a minor informality and would not have been cause for rejection of the bid as nonresponsive. 49 Comp. Gen. 541 (1970).

In view of the foregoing, the protest is denied.


Deputy Comptroller General,
of the United States

