

DECISION

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

FILE: B-186380

DATE: June 25, 1976

MATTER OF: Tennessee Valley Service, Inc.

DIGEST:

1. Low bidder's acknowledgement of amendment that had not, in fact, been issued may be waived as a minor informality or irregularity pursuant to ASPR § 2-405 (1975 ed.).
2. Failure to provide information concerning "Parent Company" or "Employer's Identification Number" is no basis for rejection of bid. See ASPR § 1-114(b) (1975 ed.). Additionally, these and other Standard Form 19-B representations such as "Contingent Fee" and "Previous Contracts and Compliance Reports" as well as failure to indicate whether or not bidder is a small business concern, may be waived as minor informality or irregularity since they do not affect bidder's offer to comply with IFB.

Tennessee Valley Service Company (TVS) has protested the award of a contract to Adams Building Company (Adams), the low bidder under invitation for bids (IFB) No. DA.AH03-76-B-0053, issued by the Army Missile Command, Redstone Arsenal, Alabama (Army). TVS, the second low bidder, contends Adams was not entitled to award because its bid was nonresponsive.

At bid opening on April 12, 1976, TVS' inspection of Adams' bid indicated that Adams had acknowledged receipt of amendment "No. 1, February 25, 1976" in its bid when, in fact, no amendment to the IFB had been issued. Moreover, a further examination of Adams' bid by TVS revealed that various representations and Certifications on Standard Form 19-B had not been completed. The "Parent Company" and "Employer Identification Number" representations had been left blank, the "Contingent Fee" and the "Previous Contracts and Compliance Reports" representations were not completed, and Adams had failed to check whether or not it was a small business concern.

The contracting officer chose to treat each of these deficiencies as a minor informality or irregularity under section 2-405 of the Armed Services Procurement Regulation (ASPR) (1975 ed.), and allowed Adams to cure the deficiencies in

accordance with that provision. TVS asserts that classifying these omissions as "a minor informality" was incorrect and that since these requirements were a part of the bid package all bidders were required to complete and submit same with their bids.

ASPR § 2-405 (1975 ed.) provides, in part, as follows:

"2-405 Minor Informalities or Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids, having no effect or merely a trivial or negligible effect on price, quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, bidders. The contracting officer shall either give to the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or, waive any such deficiency where it is to the advantage of the Government. * * *"

The work under the instant contract was to be performed in accordance with "Redstone Arsenal Specification No. 3472 dated 14 January 1976 and Addendum No. 1 thereto dated 25 February 1976 * * *" both of which were part of the original bid package. Adams' acknowledgement of amendment "No. 1, February 25, 1976" clearly shows that the bidder confused the specification addendum with an amendment to the IFB, of which there was none. This error cannot be said to have had a prejudicial effect on other bidders. Consequently, the contracting officer did not act improperly in waiving this minor irregularity in Adams' bid.

As regards the failure of Adams to complete various representations and certifications on Standard Form 19-B, we note that much of the information called for by Standard Form 19-B is not needed to decide whether a bid meets the requirements of the specifications, i.e., whether it is responsive. L. Reese & Sons, Inc., B-182050, November 11, 1974, 74-2 CPD 255. We have held that failure to complete one or another of the Items on Standard Form 19-B does not render the bid nonresponsive and that the information may be submitted after bid opening. See, for example, Kleen-Rite Janitorial Service, Inc., B-179652, January 18, 1974, 74-1 CPD 15.

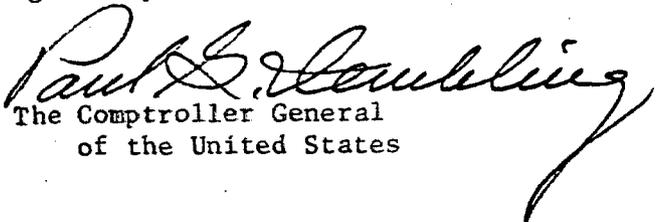
Here, the IFB deleted Paragraph 5 of Standard Form 19-B and instructed that the "Previous Contracts and Compliance Reports" representation be substituted for it. In this regard we have held that the information required through this clause (contained in ASPR § 7-2003.14(b)(1)(B) (1975 ed.)) is merely for informational purposes and concerns a prospective bidder's participation in previous contracts. Allis Chalmers Corporation, 53 Comp. Gen. 487 (1974). Therefore, this information relates to the bidder's qualifications as a responsible prospective contractor and may be furnished up to the time for award. Associated Refuse and Compaction Service, Inc., B-181496, December 16, 1974, 74-2 CPD 345. Additionally, ASPR § 2-405(vi) (1975 ed.) provides that failure to execute this certification should be regarded as a minor informality.

As for Adams' failure to enter in its bid its employer identification number and to indicate whether or not it was controlled by a parent company, ASPR § 1-114(b) (1975 ed.) states that "* * * Failure to provide information concerning the parent company or the employer's identification number is not a basis for rejection of the bids." See Edward E. Davis Contracting, Inc., B-182484, January 29, 1975, 75-1 CPD 64. See also B-161414, September 5, 1967.

With respect to Adams' failure to complete the "Contingent Fee" representation, our Office has held that the information contained therein does not affect the bidder's offer to comply fully with the terms of the invitation, and, consequently, it may be provided by the bidder after bid opening. Wexler Paper Products, B-179231, January 22, 1974, 74-1 CPD 23. And, lastly, the failure of Adams to check whether or not it was a small business concern may be waived as a minor informality pursuant to ASPR § 2-405(ii) (1975 ed.). See B-170026, December 14, 1970.

In its June 10, 1976 reply to the Army's report, TVS states that there are additional omissions in Adams' bid, which would have been recognized earlier had TVS been able to study Adams' bid in detail. We note that Adams' bid was available for public examination after bid opening pursuant to ASPR § 2-402 (1975 ed.). Since TVS' June 10th assertions were not timely raised they will not be considered.

In view of the foregoing TVS' protest is denied.


For The Comptroller General
of the United States