

DECISION

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

FILE: B-195535

DATE: August 14, 1979

MATTER OF: Professional Display *DLG 02581**[Protest Against Rejection of Unsigned Bid]*
DIGEST:

Unsigned bid properly rejected as nonresponsive where not (accompanied by other material indicating bidder's intention to be bound) and lack of signature may not be waived or corrected as minor informality pursuant to Federal Procurement Regulation § 1-2.405(c).

a firm
(Professional Display (Professional) protests the rejection of its unsigned bid submitted in response to invitation for bids (IFB) number 00-79-B-24, issued by the Department of Agriculture. *the firm* Professional was the low bidder on the solicitation, but none of the copies of the bid submitted were signed, only a typewritten name was supplied. *the firm* Moreover, Professional's bid was not accompanied by any other material bearing a signature of a representative of Professional.

receiving the
In support of the contention that its unsigned bid should have been accepted, *the firm* Professional indicated that its failure to sign its bid should be viewed as a minor technicality. Further, the protester noted that award to Professional would result in a savings to the Government. *it should*

it was held that
Professional's bid was properly rejected as non-responsive, since the protester's failure to sign its bid in this instance could not be waived or corrected after opening as a minor informality or irregularity. Federal Procurement Regulation § 1-2.405(c) (1964 ed.). That regulation states that failure of the bidder to sign its bid is a minor informality only if: *the unsigned bid was not a*

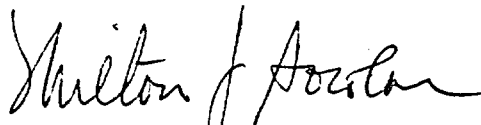
"(1) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned

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bid document * * * or (2) the firm submitting a bid has formally adopted or authorized before the date set for opening of bids, the execution of documents by typewritten, printed or stamped signature * * *."

This regulation is in accord with the decisions of our Office in which we have held that the failure of the bidder to sign a bid which bears his typewritten signature, but is not accompanied by documentary evidence indicating that the typewritten signature had been adopted or authorized, is a substantive defect which could not be waived after opening of the bids. See 34 Comp. Gen. 439 (1955); Jonard Industries Corporation, B-192979, January 30, 1979, 79-1 CPD 65. In connection with the protester's contention that the contract award to the successful bidder will result in a higher cost to the Government, it has been our position that the strict maintenance of the competitive bidding procedures required by law in the letting of public contracts, is infinitely more in the public interest than obtaining a possible pecuniary advantage in a particular case by a violation of the rules. See, e.g., Redifon Computers Limited--Reconsideration, B-186691, June 30, 1977, 77-1 CPD 463.

Therefore, The protest ^{was} is summarily dismissed.



Milton J. Socolar
General Counsel