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KRATZER
ACT



DECISION

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

[Protest of Bid Rejection as Nonresponsive]

FILE: B-200242

DATE: October 3, 1980

MATTER OF: Century Heating and Air Conditioning

DL 605210

DIGEST:

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

Century Heating and Air Conditioning (Century) protests the rejection of its bid submitted in response to invitation for bids (IFB) No. R6-6-80-78 issued by the Department of Agriculture.

AGC 70042

Century's bid was submitted on a Standard Form (SF) 21 bid form for construction contracts. On the reverse of the SF 21, the bidder's name, address and title were typewritten but the box provided for the bidder's signature was left blank. The bid was not accompanied by any other material bearing a signature of a representative of Century. The contracting officer, therefore, determined that the bid was nonresponsive and rejected the bid. Century contends that since the omission was inadvertent and award to Century would result in savings to the Government, the contracting officer should not have rejected the bid.

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This case falls within the ambit of our decisions which hold that where it is clear from the protester's initial submission that the protest is without legal merit, we will decide the matter without obtaining a report from the procuring agency pursuant to our Bid Protest Procedures, 4 C.F.R. Part 20 (1980). Fire & Technical Equipment Corp., B-192408, August 4, 1978, 78-2 CPD 91.

The Federal Procurement Regulations (FPR) provide, in pertinent part, that a failure to sign a bid may be corrected or waived as a minor informality only if:

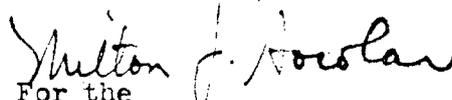
- " (1) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document, such as the submission of a bid guarantee, or a letter signed by the bidder with the bid referring to and clearly identifying the bid itself; or (2) the firm submitting 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 and submits evidence of such authorization and the bid carries such a signature." FPR 1-2.405(c) (1964 ed.).

Century's unsigned bid was not accompanied by material indicating an intention to be bound. Moreover, there is no evidence that Century formally adopted or authorized execution by typewritten signature at some time prior to bid opening. Therefore, the omission could not be waived or corrected after opening pursuant to FPR § 1-2.405(c).

This regulation is in accordance with the decisions of our Office in which we have held that failure of the bidder to sign the bid which bears only a typewritten signature, and which is not accompanied by documents bearing the bidder's signature or evidencing authorization of typewritten signature, is a substantive defect which could not be waived after opening of bids. 34 Comp. Gen. 439 (1955); Professional Display, B-195535 August 14, 1979, 79-2 CPD 123.

In response to protester's contention that an award to it would result in savings to the Government, we note that strict maintenance of the competitive bidding procedures is infinitely more in the public interest than obtaining a possible pecuniary advantage in a particular case by violation of the rules. Redifon Computers Limited--Reconsideration, B-186691, June 30, 1977, 77-1 CPD 463.

The protest is summarily denied.


For the
Comptroller General
of the United States