

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

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FILE: B-213284**DATE:** November 16, 1983**MATTER OF:** Allstate Guards and Security Services,
Inc.**DIGEST:**

Bid offering a bid acceptance period less than that required in the solicitation is nonresponsive and cannot be changed after bid opening since a nonresponsive bid cannot be corrected.

Allstate Guards and Security Services, Inc. (Allstate), protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DLS-2-84, issued by the Immigration and Naturalization Service Office, Dallas, Texas (INS), for unarmed security guard service. Allstate's bid was rejected as nonresponsive for failing to properly execute a bid bond, acknowledge an IFB amendment, and offer a 90-day bid acceptance period. Allstate contends that these are not material errors and that it is prepared to comply with all the IFB requirements.

We summarily deny the protest since it is clear that it is without legal merit. See 4 C.F.R. § 21.3(g) (1983).

The IFB stated that bids offering acceptance periods of less than 90 days would be rejected as nonresponsive and provided an underscored space for a bidder to indicate the number of days its bid would remain open for acceptance. The IFB further provided that bidders leaving the space blank would be considered to have offered a 90-day acceptance period. Allstate inserted the number 14 in the bid acceptance period space, believing that it was required to fill in the space, and that by inserting the number 14 it was making its acceptance coincide with the award date and the anticipated commencement date for the contract.

We have consistently held that a provision in an IFB which requires that a bid remain available to the government for a prescribed period of time in order to be considered for award is a material requirement and that a

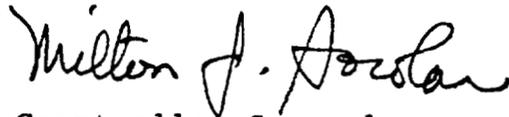
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failure to meet that requirement renders a bid nonresponsive. Ames Construction, Inc., B-210578, February 14, 1983, 83-1 CPD 156. To hold otherwise affords the bidder which limited its bid acceptance period an unfair advantage over its competitors because that bidder has the option to refuse the award after the time set in its bid has expired in the event of, for example, unanticipated increases in costs. On the other hand, bidders complying with the required acceptance period would be bound by the government's acceptance any time within that period. Thus, the nonresponsive bidder's price presumably reflects its limitation of the period the bid price will be subject to the risk of the marketplace. Ames Construction, Inc., supra.

The fact that Allstate has subsequently explained that the 14-day period it offered was a mistake and that it actually intended to keep the bid open for 90 days is irrelevant. A bid which is nonresponsive on its face may not be changed, corrected or explained by the bidder after bid opening since to permit this would give the firm the option of accepting or rejecting a contract after bids are exposed. Ames Construction, Inc., supra.

Since Allstate's bid was properly rejected because of the limited bid acceptance period, we need not address the other two bases of protest.

The protest is denied.



Acting Comptroller General
of the United States