



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Coastal Industries, Inc.

File: B-230226.2

Date: June 7, 1988

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### DIGEST

Solicitation provision requiring bidders to specify the name and location of their suppliers of cloth and textile components relates to responsibility, since this information is not necessary to determine whether the bidder has unequivocally offered to provide the requested supplies at a firm-fixed price.

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### DECISION

Coastal Industries, Inc., protests the award of a contract to Life Manufacturing Corporation under invitation for bids (IFB) No. DLA100-87-B-0775, issued by the Defense Logistics Agency (DLA) for trousers and sateen cloth. Coastal argues that Life's low bid should be rejected as nonresponsive because it failed to complete the identification of sources clause contained in the solicitation. The protest is denied.

The IFB contained a clause entitled "IDENTIFICATION OF SOURCES FOR CLOTH/TEXTILE COMPONENTS" which required bidders to list the names and addresses of their cloth and textile component suppliers and manufacturers and the manufacturing location. The clause further provided that failure to furnish this information with "the offer may result in rejection of the offer" and also stated that no change in the specified supplier or manufacturer would be permitted either between the closing date and the award or after award without the contracting officer's approval.

In its bid, Life provided the following information in response to the clause:

"H. Landau, South Carolina  
Delta Mills, Marketing."

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Coastal complains that Life did not adequately furnish the names and addresses of the suppliers and did not indicate which supplier or manufacturer would supply which cloth or textile component and contends that the bid must therefore be rejected as nonresponsive. According to Coastal, the contracting officer cannot waive compliance with the clause since it is a matter of responsiveness, not responsibility, and consequently the adequacy of the bid must be determined at the time of bid opening.

While not disagreeing with the protester that Coastal's response to the clause was inadequate, the agency argues that the information sought by the clause concerned a bidder's responsibility and Coastal's response to the clause did not make its bid nonresponsive. In this regard, the agency states that the purpose of the clause is to protect the government from unknowingly awarding a contract to a bidder that plans to obtain materials from a firm which has been suspended, debarred, or declared ineligible to do business with the government. The agency says that the information sought through the use of this clause has no material bearing on the contractor's promise to perform. According to the agency, if a bidder designates a suspended firm in the clause, the bidder is permitted a reasonable period of time to locate another source and if the bidder is unwilling or unable to do so, the bid is subject to rejection on the basis of responsibility. We agree with the agency that Coastal's bid as submitted was responsive.

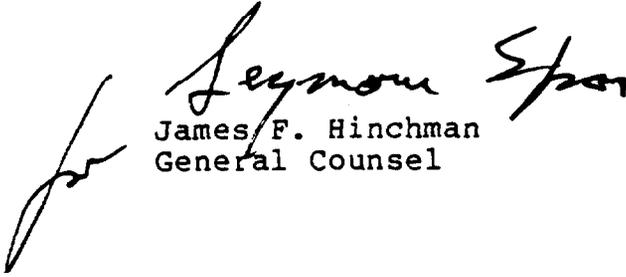
The test for responsiveness is whether a bid as submitted represents an unequivocal offer to provide the requested supplies or services at a firm-fixed price. Epcon Industrial Systems, Inc., B-216725, Dec. 27, 1984, 85-1 CPD ¶ 2. Unless something on the face of the bid either limits, reduces, or modifies the obligation of the prospective contractor to perform in accord with the terms of the invitation the bid is responsive. Pierpoint, Inc., B-219855, Oct. 10, 1985, 85-2, CPD ¶ 401.

Here, Coastal offered to meet all the requirements of the solicitation without qualification, and there was nothing on the face of the bid limiting, reducing or modifying its obligation to perform in accordance with the terms of the solicitation. The IFB did not require performance at a specific location, and the clause specifically permitted changing of the manufacturing locations after bid opening. Consequently, the failure to more fully identify the manufacturing facilities does not provide a basis on which to find Coastal's bid nonresponsive. See Kings Point Industries, B-223824, Oct. 29, 1986, 66 Comp. Gen. \_\_\_\_\_, 86-2 CPD ¶ 488. This is true even though the IFB specifically stated that a bidder's failure to provide the requested

information might result in rejection of the bid. A matter of responsibility may not be converted into one of responsiveness simply by the terms of a solicitation. Id.

Since the information sought was a matter of responsibility, it would be appropriate for the agency to have Coastal supply additional information needed to satisfy the clause prior to award.

The protest is denied.

A handwritten signature in cursive script, appearing to read 'James F. Hinchman', is written over the typed name. To the left of the signature is a large, stylized flourish or mark.

James F. Hinchman  
General Counsel