



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: D.M. Wilson Lumber, Inc.

File: B-239136

Date: April 12, 1990

D.M. Wilson, for the protester.

DIGEST

Protest alleging that bid which did not contain required information concerning the number of employees improperly was corrected after bid opening is dismissed because the information did not relate to the bidder's performance obligation and therefore could be furnished at any time prior to award.

DECISION

D.M. Wilson Lumber, Inc., protests the acceptability of a competitor's bid under the Upper Switchback Timber Sale offered by the Shoshone National Forest. Wilson alleges that the Forest Service improperly allowed the competitor to furnish required information concerning number of employees after bid opening. Wilson asserts that allowing a bidder to modify its bid after bid opening is improper.

Generally, a bid with a material omission cannot be corrected after bid opening; such a bid is regarded as nonresponsive and must be rejected. Responsiveness concerns whether a bidder has unequivocally offered to provide or perform services in conformity with the solicitation. Sage Assocs. Gen. Contractors, Inc., B-235497, Aug. 15, 1989, 89-2 CPD ¶ 141. Not all information requested with a bid involves responsiveness, however. Instead, the information may relate to bidder responsibility, that is, the bidder's ability to perform, or simply may be required for the agency's own internal use. This type of information may be furnished up to the time of award. Id.; Southern Ambulance Builders, Inc., B-236615, Oct. 26, 1989, 89-2 CPD ¶ 385.

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The information involved here--the bidder's number of employees--clearly is not related to the bidder's performance obligation, but is used either in connection with small business set-aside sales^{1/} or by the Forest Service internally. Since the information does not involve the bidder's obligation to perform, the failure to furnish the information by bid opening does not render the bid nonresponsive and furnishing the missing information after bid opening is not precluded.

Accordingly, we find that Wilson has not set forth a valid basis for protest. Therefore, this protest is dismissed.



Ronald Berger
Associate General Counsel

^{1/} This sale is not a set-aside.