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Comptroller General  
of the United States  
Washington, D.C. 20548

## Decision

**Matter of:** Micon Corporation

**File:** B-249231

**Date:** October 28, 1992

Michael C. Porter for the protester,  
Timothy A. Beyland and Sylvio O. LeComte, Esq., Department  
of the Air Force, for the agency,  
John M. Melody, Esq., Office of the General Counsel, GAO,  
participated in the preparation of the decision.

### DIGEST

1. An unsigned standard form 1442 does not render a bid nonresponsive where the bid is accompanied by a signed bid bond that refers to and clearly identifies the bid.
2. Failure to complete all sections of a standard form 1442 does not render a bid nonresponsive where the omitted sections are informational in nature and do not affect either the material provisions of the invitation for bids or the bidder's intent to be bound.

### DECISION

Micon Corporation protests the award of a contract to Wayman Fire Sprinkler Corporation, under invitation for bids (IFB) No. F07603-92-B-8203, issued by the Air Force for installation of a sprinkler system in a building at Dover Air Force Base. Micon asserts that Wayman's bid should have been rejected as nonresponsive due to failure to complete and sign the standard form (SF) 1442, "Solicitation, Offer, and Award."

We deny the protest.

The Air Force issued the IFB on April 6, 1992. One amendment incorporating grammatical changes in the specifications to the IFB was issued on April 15, 1992. When the bids were opened on May 7, 1992, the lowest bid, \$113,330, came from Wayman. Micon offered the second lowest bid, \$118,500. On May 8, 1992, Micon filed a protest with the contracting officer, alleging that Wayman's bid should have been considered nonresponsive due to Wayman's failure to sign and complete the SF 1442. The contracting officer denied that protest by letter dated June 17, 1992.

In arguing that Wayman's bid was nonresponsive, Micon contends that by failing to sign the bid, Wayman did not agree to any of the terms and material provisions of the SF 1442. Furthermore, Micon alleges that the failure to sign evidences a "clear intention of the principal to avoid obligation to the Government."

The test for responsiveness is whether a bid offers to perform the exact thing called for in an IFB. Walker Constr., B-246759, Mar. 30, 1992, 92-1 CPD ¶ 319. In general, a bid which is not signed must be rejected as nonresponsive because, without an appropriate signature, the bidder would not be bound upon the government's acceptance of the bid. Stafford Grading and Paving Co., Inc., B-245907, Jan. 14, 1992, 92-1 CPD ¶ 66. However, there are certain situations where the bidder's failure to sign its bid may be waived as a minor informality; for example, such a waiver is proper where the bid was accompanied by other material--such as a signed bid guarantee that refers to and clearly identifies the bid--indicating the bidder's intention to be bound. Federal Acquisition Regulation (FAR) § 14.405(c)(1); Walker Constr., supra.

Although the SF 1442 included with Wayman's bid was unsigned, it is clear from other documents in the bid envelope that Wayman intended to be bound by its offer. Specifically, the bid bond accompanying the bid was properly signed and specifically referenced the solicitation here (IFB F07603-92-B-8203). As detailed above, this provided the agency a sufficient basis for waiving Wayman's failure to sign the SF 1442.

Micon alleges that Wayman's bid bond was not properly executed, suggesting that an illegible signature with handwritten initials afterward raises a doubt as to who actually signed the bid. We disagree. An examination of the bid bond reveals a rather distinctive signature with the letters "PRES" afterward. Typed beneath this signature is "Duane L. Wayman, II/President." We do not find any ambiguity with respect to this signature.

Micon also argues that the failure to complete the sections on the back of the SF 1442 rendered Wayman's bid nonresponsive. However, the only sections that were not filled out related to the bidder's name, address, telephone number, signature (discussed above), and date. The omitted information, except for the telephone number, was elsewhere in the bid package submitted by Wayman; its omission from sections of the SF 1442 did not affect any material

provisions of the IFB and thus did not affect Wayman's intent to be bound.<sup>1</sup>

Decisions cited by Micon in support of its arguments are distinguishable from the facts of this case. In Oxbow Enters., B-244696, Oct. 1, 1991, 91-2 CPD ¶ 275, the protester altogether failed to submit the SF 1442 in its bid envelope; the bid was rejected as nonresponsive because the SF 1442 contained a number of material provisions (e.g., a minimum bid acceptance period) which were not otherwise incorporated by documents submitted with the bid. In contrast, Wayman submitted the SF 1442 in its bid envelope and the omissions in its SF 1442 were not material. Micon also cites Terra Vac, Inc., B-241643, Feb. 7, 1991, 91-1 CPD ¶ 140, but there we held that a bid properly was rejected as nonresponsive where it contained an ambiguity regarding the completion date, a material IFB provision. There is no such ambiguity as to whether Wayman agreed to the completion date or any other material provisions. Finally, Micon cites Sigma General Corp., B-236870, Dec. 14, 1989, 89-2 CPD ¶ 553; Design for Health, Inc., B-239730, Sept. 14, 1990, 90-2 CPD ¶ 213, in which bids were rejected as nonresponsive because the bidder's name on the bid and the bid bond were not the same. Here, however, the entity named on the bid bond, Wayman Fire Sprinkler, Inc., is the same entity that is named on all 19 pages of the Representations and Certifications submitted with the bid.

We conclude that Wayman's bid does not reveal any failure to agree to the terms and material provisions of the IFB; there is no ambiguity or doubt as to whether Wayman is obligated to perform pursuant to the provisions of the IFB. Thus, the contracting officer properly concluded that Wayman's bid was responsive.

The protest is denied.

  
for James F. Hinchman  
General Counsel

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<sup>1</sup>Wayman also failed to acknowledge the only amendment to the IFB on the SF 1442; however, since the amendment only corrected two typographical errors, and made no substantive changes to the solicitation, Wayman's failure to acknowledge it properly was waived as a minor informality under FAR § 14.405(d)(2).