



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

## Decision

**Matter of:** Randy Sabala; John Button  
**File:** B-251221; B-251222  
**Date:** November 24, 1992

Randy Sabala and John Button for the protesters,  
David Ashen, Esq., Office of General Counsel, GAO,  
participated in the preparation of the decision.

### DIGEST

1. Bid was properly rejected as nonresponsive where the bidder furnished a bid guarantee in the form of an uncertified personal check.
2. Bidder's failure to enter the date signed and title of the signer in the signature block of the bid form does not affect price, quantity, delivery or quality, or otherwise affect the bidder's obligations under the contract; the omissions, therefore, were minor informalities that could be waived.

### DECISION

Randy Sabala protests the rejection of his bid as nonresponsive under the terms of the solicitation for the Beavertail Salvage Fuelwood Sale, issued by the Forest Service, Department of Agriculture, for the harvesting of timber in the San Bernadino National Forest in California. John Button protests the rejection of his bid as nonresponsive under the terms of the solicitation for the Falls Camp Salvage Fuelwood Sale, also issued by the Forest Service for the harvesting of timber in the San Bernadino National Forest. The Forest Service rejected both bids because they included personal, uncertified checks as their bid guarantee.

We dismiss the protests.

Mr. Sabala and Mr. Button claim that the agency has previously accepted personal checks as bid guarantees. Furthermore, they note that personal checks are routinely accepted in the payment of debts, including taxes payable to the government. They therefore request that their bids be considered responsive and the contracts awarded to them.

The bids properly were rejected as nonresponsive. The guarantee clause in each solicitation, however, advised bidders that failure to furnish a bid guarantee in the proper form and amount by the time set for bid opening might result in rejection of the bid. In particular, the clause required bidders to furnish a bid guarantee in the form of a bid bond, money order, certified check, bank draft, cashier's check, or irrevocable letter of credit. Uncertified personal checks were not specified as an acceptable form of guarantee, and we have held that they do not represent the type of firm commitment required by the bid guarantee clause, since they are subject to dishonor through such events as insufficient funds or stop payment orders. Tri-Tech Int'l, Inc., B-244289, June 13, 1991, 91-1 CPD ¶ 569; Forbes Mfg. Inc., B-237806, Mar. 12, 1990, 90-1 CPD ¶ 267.

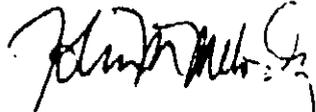
The failure to include an adequate bid guarantee at the time of bid opening renders a bid nonresponsive, Building Sys. Contractors, Inc., B-219416, July 9, 1985, 85-2 CPD ¶ 36, except under circumstances not present here. See Federal Acquisition Regulation (FAR) § 28.101-4. A nonresponsive bid cannot be made responsive by submission of a correcting document after bids have been opened. Id. Further, the agency's alleged acceptance of bids with similar discrepancies in previous procurements is irrelevant; each procurement is a separate transaction, and action taken on any one procurement does not govern the conduct of all similar procurements. See Southwest Marine, Inc., B-247639, May 12, 1992, 92-1 CPD ¶ 442; Ashland Scissors, Inc., B-240930.2, Jan. 30, 1991, 91-1 CPD ¶ 86.

Mr. Sabala also contends that another bidder improperly was permitted to complete his bid form after bid opening. According to the Forest Service, the high bidder was allowed to enter the date in the signature block of the bid form at bid opening for the Beavertail sale. Likewise, Mr. Button contends that another bidder improperly was permitted to complete his bid after bid opening. According to the Forest Service, the high bidder was allowed to enter the date and title of the signer in the signature block of the bid form at bid opening for the Falls Camp sale.

The test for responsiveness is whether the bid offers to perform the exact thing called for in the IFB, so that acceptance of the bid will bind the bidder to perform in accord with all of the terms and conditions of the solicitation without exception. A bid defect which is not material does not require rejection of the bid. Rather, it may be waived as a minor informality. Omni Elevator Co., B-241678, Feb. 25, 1991, 91-1 CPD ¶ 207. A defect is minor if it does not affect price, quantity, delivery or quality or otherwise affect the bidder's obligations under the

contract. See FAR § 14.405. A bidder's failure to enter the title of the signer or the date signed does not affect price, quantity, delivery or quality, or otherwise affect the bidder's obligations under the contract; the omissions, therefore, were minor informalities that could be waived.

The protests are dismissed.



John M. Melody  
Assistant General Counsel