



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## Decision

**Matter of:** Dean's Security Professionals

**File:** B-224429

**Date:** July 31, 1986

---

### DIGEST

A provision in an invitation which requires that a bid remain available for acceptance by the government for 90 calendar days in order to be considered for award is a material requirement, and a bid that offers 60 calendar days is nonresponsive, even if the insertion was a typographical error. Agency's apparent consideration of the bid, including invoking the Certificate of Competency procedures, does not waive the bidder's error or estop the government from rejecting the bid.

---

### DECISION

Dean's Security Professionals protests the rejection of its bid as nonresponsive to invitation for bids No. GS-11P-86-MJC0024, issued by the General Services Administration (GSA). On July 3, 1986, the agency awarded a contract for security guard services at two buildings in Arlington, Virginia to Gilbert Security. It rejected Dean's bid because the firm offered an acceptance period of only 60 days, while the IFB required a minimum acceptance of 90 days.

We dismiss the protest.

The protester contends that it made a typographical error when indicating a 60-day bid acceptance period because the first page of the subject IFB, Standard Form 33, did not legibly show that 90 days was required. The protester also complains that the agency's actions between bid opening on March 19, 1986 and the time of the award required it to spend time and money and led it to believe that its bid was responsive. For example, the protester states, its sureties were required to agree not to encumber certain real estate, and it had to hire an accountant to assist in obtaining a Certificate of Competency (COC), which the Small Business Administration granted on June 18, 1986. Not until after this, the protester states, did the agency determine that the bid was nonresponsive.

Further, according to the protester, the agency delayed its receipt of notice of the determination of nonresponsiveness by incorrectly addressing a letter to it. Finally, according to the protester, the agency did not make an award within the 90-day acceptance period, but rather took

036217

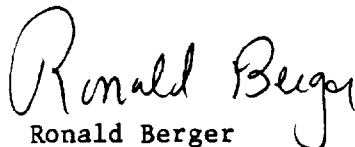
103 days (although the awardee apparently had offered a 120-day acceptance period). The magnitude of these errors, the protester implies, is greater than its own typographical error.

We agree with the protester that the requirement for a 90-day acceptance period might be overlooked on the first page of the IFB. In item 12, which contains a blank in which offerors may insert acceptance periods that are different than the standard 60 days, which is preprinted, the figure "90" is typed over the printed "60." Standard Form 33, however, also includes a note which states that item 12 does not apply if the solicitation elsewhere specifies a minimum bid acceptance period in accord with the Federal Acquisition Regulation (FAR) clause, at 48 C.F.R. § 52.214-16 (1985). In this case, on page IV-K-5, the IFB did include the standard FAR clause, stating it superseded any other solicitation language pertaining to the acceptance period and that the government required a minimum acceptance period of 90 calendar days. While bidders could specify a longer acceptance period, the clause clearly stated that a bid offering less than the minimum would be rejected. Dean completed the blank on this page with the number "60."

While it is unfortunate that GSA officials did not discover this earlier, Dean's 60-day bid acceptance period clearly rendered the bid nonresponsive. The bid acceptance period mandated in a solicitation is a material requirement and thus must be complied with at bid opening for the bid to be responsive. Cardkey Systems, B-220668, Jan. 29, 1986, 86-1 CPD ¶ 105; Central States Bridge Co., Inc., B-219559, Aug. 9, 1985, 85-2 CPD ¶ 154. Even if the agency required additional evidence from sureties, invoked the COC procedures, and used an incorrect address when mailing Dean's letter of rejection, these facts are not relevant to the question of whether the bid ultimately was properly rejected as nonresponsive. In short, the agency's actions neither constitute a waiver of the bidder's error nor estop the government from rejecting the bid. See H.C. Transportation Co., Inc., B-219600, Aug. 21, 1985, 85-2 CPD ¶ 207.

As for award in more than 90 days, while the agency could have sought an extension from the apparent low bidder, see, e.g., Rice Services, Inc., B-218228.2, Oct. 7, 1985, 85-2 CPD ¶ 384, in this case it was unnecessary.

We dismiss the protest.

  
Ronald Berger  
Deputy Associate  
General Counsel