



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Porter Contracting Co., Inc.
File: B-228506, B-228865.2
Date: December 3, 1987

DIGEST

Bid submission which included stamped signature for person authorized to sign but no authorization for such execution, or other signed documents referring to the bid, properly was rejected as nonresponsive.

DECISION

Porter Contracting Co., Inc., protests the rejection of its bids under the Department of the Navy invitations for bids (IFB) Nos. N62477-87-B-2006 and -2171, for fire protection services and certain construction services, respectively. The Navy rejected the bids as nonresponsive because each was executed by a stamped signature next to the typed name and title of the firm's president, and there was no evidence with the bid that such execution was authorized. Porter notes that the bids did have the firm's corporate seal, and that after bid opening it should have been clear to the Navy that Porter intended to be bound in each case. Porter argues that the failure to sign the bids therefore should be waived as minor informalities.

We deny the protests.

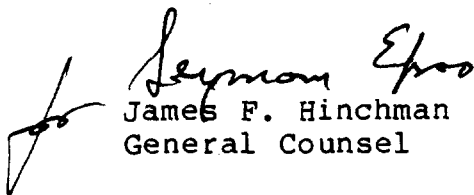
Generally, a bid that is not signed must be rejected as nonresponsive, because without an appropriate signature the offeror would not be bound upon the government's acceptance of the bid. The Commercial Siding & Maintenance Co., B-219764, Aug. 8, 1985, 85-2 C.P.D. ¶ 151. The failure to sign maybe waived as a minor informality, however, if (1) the bid is accompanied by other signed documentation, such as a bid bond or letter, which clearly refers to and identifies the bid itself, or (2) the bidder has formally adopted or authorized, before bid opening, the execution of documents by typewriter, printed, or stamped signature, and submits evidence of such authorization, and the bid carries such a signature. Federal Acquisition Regulation, 48 C.F.R. § 14.405(c) (1986).

040762

Neither of the stated exceptions applies here. There was no other signed material accompanying either bid (the bid bonds Porter furnished with its bids also were stamped), and Porter does not argue that there was any pre-bid opening authorization for the stamped signatures. The bids therefore properly were rejected. Moreover, Porter's post-bid opening actions and explanations are not relevant to the bid's acceptability. Permitting a bidder to correct its bid after bid opening on a matter that affects responsiveness would be prejudicial to other bidders because the firm would be gaining the advantage of deciding whether to accept or reject the award by making its bid responsive or not, as its business interest might dictate. National Investigation Bureau, Inc., B-191754, July 18, 1978, 78-2 C.P.D. ¶ 44.

Porter requests that it be awarded bid preparation costs. Since the firm's bids properly were rejected, however, the request is denied. See 4 C.F.R. § 21.6(d) (1987).

The protests are denied.


James F. Hinchman
General Counsel