



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Taylor Lumber & Treating, Inc.

File: B-229715

Date: December 23, 1987

DIGEST

1. Bidder's insertion of "30" in the space provided to designate the number of calendar days in the offered bid acceptance period renders the bid nonresponsive where the solicitation required a minimum acceptance period of 60 days, notwithstanding protester's alleged intention to offer 30 days in addition to the minimum period.
2. The minimum bid acceptance period is a material requirement of a solicitation and must be complied with at bid opening for a bid to be responsive; a nonresponsive bid must be rejected and may not be altered or amended based on information provided by the bidder after bid opening.

DECISION

Taylor Lumber & Treating, Inc. protests the rejection of its low bid under invitation for bids (IFB) No. DE-FB79-87-BP37075, issued by the Bonneville Power Administration (BPA) for treated wood poles, Douglas Fir. The BPA rejected Taylor's bid as nonresponsive because the IFB required a minimum acceptance period of 60 calendar days, and Taylor inserted the figure "30" in a space provided for the offered acceptance period. The protester states that it intended to offer, not a 30-day acceptance period, but 30 days in addition to the 60-day minimum acceptance period; that such a discrepancy constitutes a waivable minor irregularity; that the government's interest would be best served by such a waiver, since its bid is lower than the awardee's; that the award of the contract 10 days after bid opening worked a waiver of the bid acceptance period; and that the contracting officer should have advised Taylor of any deficiency in its bid.

We dismiss the protest.

The bid acceptance period clause of the solicitation specifically stated that while bidders were free to specify a longer acceptance period than the government's minimum

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requirement (in this case, 60 calendar days), a bid allowing less than the minimum acceptance period would be rejected. It then continued with the following provision:

"The bidder allows the following acceptance period:

_____ calendar days.

"(b) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids."

The protester inserted "30" in the above space.

Taylor contends that its employee typed the number "30" into the blank provided for the bid acceptance period on the assumption that the entry would have the effect of enlarging the government's acceptance period to 90 days (30 days in addition to the 60-day minimum required), and urges that, since the IFB specifically provided that any acceptance period less than 60 days would be rejected, the only reasonable interpretation of its bid is that an additional 30 days for acceptance was intended.

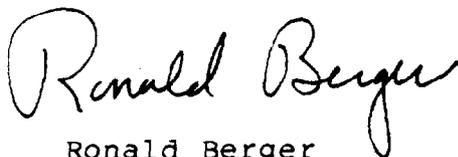
We have expressly rejected virtually the same argument in prior cases. See Expert Electric, Inc., B-228569, Nov. 6, 1987, 87-2 CPD ¶ ____; Master Security, Inc., B-225719, et al., Feb. 26, 1987, 87-1 CPD ¶ 226. The language of the bid acceptance period clause clearly conveys that the figure inserted will represent the offered acceptance period. Nothing in the language supports the interpretation that the figure will represent a period in addition to the minimum required period. Regardless of Taylor's intention, the only reasonable interpretation of the bid on its face was that Taylor was taking exception to the 60-day requirement by offering a 30-day acceptance period.

The nonconforming figure in the bid acceptance period clause cannot be waived as a minor irregularity or on the basis that the contracting officer did not advise Taylor of this defect in its bid. An IFB requirement that a bid remain available for acceptance by the government for a prescribed time period is a material requirement and cannot be waived or corrected after bid opening. Richard N. Stockebrand, B-220218, Sept. 24, 1985, 85-2 CPD ¶ 332. The fact that the bid would provide savings to the government also is not a basis for waiving the defect; we long have recognized that the public interest in maintaining the integrity of the

competitive bidding process outweighs any monetary benefit to be gained from waiving material bidding deficiencies. Electrical Systems Engineering Company, B-223199, Sept. 4, 1986, 86-2 CPD ¶ 258; Master Security, Inc., B-225719, et al., supra.

Finally, the award of the contract 10 days after bid opening did not effect a waiver of the 60-day minimum bid acceptance period. Bid responsiveness--i.e., whether the promise represented by the bid conforms to all material solicitation requirements--is determined at bid opening, and nonresponsive bids are not rendered responsive retroactively by subsequent events. The fact that BPA ultimately was able to make an award within 10 days after bid opening in no way altered Taylor's failure to agree to the 60-day acceptance period at the time of bid opening.

The protest is dismissed.



Ronald Berger
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