



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Canaveral Ship Repair, Inc.

File: B-230630

Date: May 20, 1988

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### DIGEST

1. A bidder's failure to sign its bid may not be waived as a minor informality when the only evidence of the bidder's intent to be bound is a corporate seal and no other documentation signed by the bidder accompanied the bid.
2. It is a bidder's responsibility to prepare its bid properly; neither alleged nonreceipt of a transmitted Standard Form 33 bid form, nor lack of knowledge of the significance of the form, relieves a bidder of the responsibility to submit a signed bid.

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### DECISION

Canaveral Ship Repair, Inc., protests the rejection of its bid as nonresponsive and the award of a contract to Detyens Shipyard, Inc., under invitation for bids (IFB) No. N62381-88-B-0001 issued by the Department of the Navy, Military Sealift Command, for work on the United States Naval Ship Mohawk, an ocean-going tug. The Navy rejected Canaveral's bid because it was unsigned and Canaveral did not furnish other documentation to indicate the intent to be bound. Canaveral asserts that its failure to sign the bid was inconsequential because Canaveral's corporate seal is on the bid; the firm's representatives appeared at bid opening, thereby indicating an intent to be bound; Canaveral never received Standard Form (SF) 33, the first page of the IFB which contains a box for the bidder's signature; and a Navy employee told the firm that the SF 33 was not necessary anyway.

We deny the protest.

In general, a bid that is not signed must be rejected as nonresponsive because, without an appropriate signature, a bidder would not be obligated upon the government's

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acceptance of the bid. Inge Ellefson, B-212785, Sept. 2, 1983, 83-2 CPD ¶ 303. There is, however, an exception to this general rule, allowing for waiver of the failure to sign the bid as a minor informality when the bid is accompanied by other documentation signed by the bidder (such as a properly executed bid bond or an amendment bearing the bidder's signature) which clearly evinces the bidder's intent to be bound by the bid submitted. Federal Acquisition Regulation (FAR) § 14.405(c)(1) (FAC 84-12); Wilton Corp., 64 Comp. Gen. 233 (1985), 85-1 CPD ¶ 128.

There is no merit to Canaveral's position. It is the signature on a bid that normally indicates if the bid is submitted by someone authorized to do so, and it is upon the signature that a contracting officer must rely when determining if a binding bid has in fact been submitted. This requirement is necessary to prevent a bidder, after bid opening, from disavowing or attempting to disavow its bid to the detriment of the sealed bidding system. Power Master Electric Co., B-223995, Nov. 26, 1986, 86-2 CPD ¶ 615.

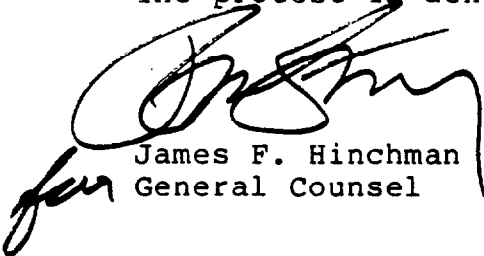
A corporate seal may not substitute for a signature since, as in the case of a corporate seal on a bid bond, such seals may be furnished after bid opening and do not render a bid responsive or nonresponsive by their presence or absence. See Siska Construction Co., Inc. -- Request for Reconsideration, 64 Comp. Gen. 384 (1985), 85-1 CPD ¶ 331. Thus, the validity of a bid bond is rendered questionable without a surety's signature even if the bond bears the corporate seals of both principal and surety, because the agency cannot conclude with certainty whether the surety would be able to disclaim liability on the bond in the absence of the signature of a person authorized to execute the bond. Crimson Enterprises, Inc., B-220204, et al., Oct. 1, 1985, 85-2 CPD ¶ 363. Similarly, the validity of Canaveral's bid is questionable without the bidder's signature even though Canaveral's corporate seal is affixed to the bid, because the contracting officer could not conclude with certainty whether the bid was submitted by someone authorized to do so. Further, the mere appearance of Canaveral's representatives at bid opening clearly cannot substitute for the signature requirement.

Canaveral also asserts that despite repeated requests to send the firm the SF 33 bid form, which provides a box for the bidder's signature, the Navy failed to do so, and that a Navy employee told the firm that the SF 33 was unnecessary. The Navy advises that, pursuant to Canaveral's request at 6 p.m. the day before bid opening, the employee sent

Canaveral the SF 33 via a fax machine, although he told Canaveral that he did not know if the form was important. Although the employee then inquired of Canaveral an hour before bid opening whether the firm had received the SF 33, Canaveral did not request another copy of the form at that time.

The fact that the SF 33 may have failed to arrive at Canaveral's office despite the Navy's attempt to transmit it, or that the Navy employee may have told Canaveral that he did not know whether or not the SF 33 was necessary, does not relieve Canaveral of the responsibility to submit a signed bid or a bid accompanied by other dispositive evidence that demonstrates its intent to be bound. It is the bidder's responsibility to prepare its bid properly so as to ensure that the contracting officer is able to accept the bid in full confidence that an enforceable contract will result, and the signing of the bid document itself is one element of that responsibility. Cable Consultants, Inc., 63 Comp. Gen. 521 (1984), 84-2 CPD ¶ 127. We note in this regard that (1) the SF 33 was labeled as page 1 of 47 pages, so that upon receiving the solicitation package Canaveral should have known something was missing, yet the firm waited until the evening before bid opening to inquire about it, and (2) Canaveral apparently was at the Navy installation an hour before bids were to be opened but still made no further effort to insure its bid was complete.

The protest is denied.



James F. Hinchman  
General Counsel