

Golden



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Instrument Technology, Inc.

**File:** B-236983

**Date:** September 29, 1989

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### DIGEST

Bid which offers warranty terms which shortens the warranty period required by solicitation is nonresponsive.

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### DECISION

Instrument Technology, Inc. (ITT), protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F40650-89-B-0085 for a video system, issued by the Department of the Air Force. The Air Force rejected ITT's significantly lower bid because it offered a warranty of 1 year from the date of shipment, rather than 1 year from the date of acceptance as required by the IFB. ITT admits that its offered warranty effectively shortens the warranty period by up to 60 days.

We dismiss the protest in accordance with our Bid Protest Regulations, 4 C.F.R. § 21.3(m) (1989), because ITT has failed to state a valid basis for protest.

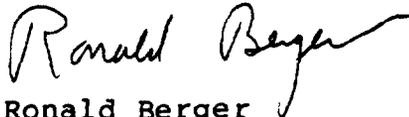
To be considered responsive under a sealed bidding solicitation, a bid must constitute an unequivocal offer to comply with the material terms and conditions contained in the solicitation. Alerting Communicators of America, B-227028, et al., Aug. 5, 1987, 87-2 CPD ¶ 134. Warranty requirements are considered material, and therefore a bidder's exception to, or qualification of, an IFB's warranty provisions renders its bid nonresponsive. General Electric Co., B-228191, Dec. 14, 1987, 87-2 CPD ¶ 585. Here, the protester admits that its offered warranty period, beginning from the date of shipment, shortens the warranty period contemplated by the solicitation by up to 60 days. Thus, ITT's bid is clearly nonresponsive because the warranty period it offered in its bid did not conform to the IFB warranty period.

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ITT argues that it should be permitted to now extend the warranty by 60 days after bid opening. However, a bidder may not be afforded an opportunity after bid opening to change or alter its bid so as to make it responsive since this is tantamount to permitting the submission of a second bid after the time set for bid opening. General Electric Co., B-228191, supra.

Finally, ITT asserts that the benefit from the additional warranty period which it did not bid fails to offset the significant savings by award to ITT. Nonetheless, the fact that ITT's bid would provide savings to the government provides no basis to waive the defect in its bid. We have long recognized that the public interest in the integrity of the competitive bidding process outweighs any monetary benefit to be gained from waiving material bidding deficiencies. Taylor Lumber & Treating, Inc., B-229175, Dec. 23, 1987, 87-2 CPD ¶ 625.

We dismiss the protest.



Ronald Berger  
Associate General Counsel