

Spiegel



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Control Line, Inc.
File: B-235747
Date: October 5, 1989

DIGEST

A bid which omits required Standard Form 1442 (Solicitation, Offer and Award) is nonresponsive when the bid otherwise does not include the material provisions of the omitted form.

DECISION

Control Line, Inc., protests the rejection of its bid under invitation for bids (IFB) No. DABT31-89-B-0025 issued by the Department of the Army for the painting of pavement markings at Fort Leonard Wood, Missouri. Control's low bid was rejected as nonresponsive because it failed to execute and submit a Standard Form 1442 (Solicitation, Offer, and Award) at bid opening, as required by the IFB. Control concedes that it failed to complete and return an SF-1442 at bid opening, but protests that the deficiency is immaterial and therefore either curable or waivable.

We deny the protest.

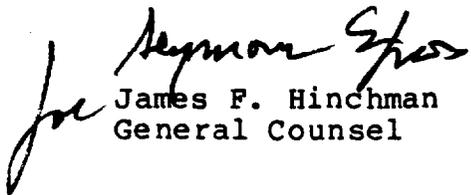
A bid must be submitted in such a form that acceptance creates a valid contract which obligates the bidder to perform in accordance with all the material terms and conditions of the IFB. Weber Constr., B-233848, Mar. 27, 1989, 89-1 CPD ¶ 309. The SF-1442 here contained provisions requiring the bidder to commence performance within 5 days, complete the contract within 30 days after receiving notice to proceed, hold its bid open for 60 days, furnish performance and payment bonds, and perform the work in strict accordance with the solicitation's terms.

Where a bidder neglects to provide some of the specific items required by a solicitation but within its bid package incorporates by reference all of those terms and conditions

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which are material to the IFB, such a submission may be binding enough to make the bid responsive. Weber Constr., B-233848, supra. Control's package included a bid schedule, bid bond, representations and certifications and an acknowledged amendment. The bid bond with a reference to the 60-day acceptance period is the only item related to the SF-1442. Thus, the other provisions included in the SF-1442, such as those dealing with performance commencement and completion, which clearly are material, cannot be said to have been a part of Control's offer. That being so, the bid was nonresponsive and was properly rejected.

The protest is denied.


James F. Hinchman
General Counsel