



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Kurtz Construction Company

File: B-245914

Date: October 29, 1991

Daniel Kurtz for the protester,
Gregory H. Petkoff, Esq., Department of the Air Force, for
the agency.
Henry J. Gorczycki, Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Bid was properly rejected as nonresponsive where bidder submitted an unsigned Certificate of Procurement Integrity with its bid submissions, even though the bidder had completed various provisions of the certificate.

DECISION

Kurtz Construction Company protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F31601-91-BA012, issued by the Department of the Air Force for Project No. TMKH 90-1013A/B, to alter a paint shop at Pope Air Force Base, North Carolina. The Air Force rejected the bid because Kurtz failed to sign the Certificate of Procurement Integrity included in the IFB.

We dismiss the protest.

The IFB informed all bidders to include a completed Certificate of Procurement Integrity in which there was a clearly designated blank for the signature of the officer or employee responsible for the bid. Kurtz's bid included a certificate that had been filled in, but not signed.

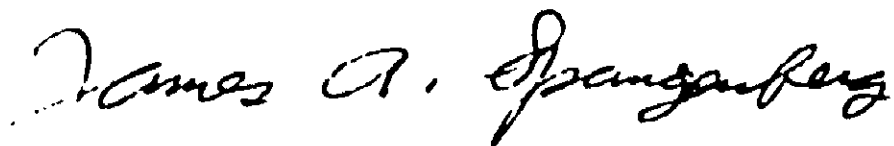
Pursuant to Federal Acquisition Regulation (FAR) § 52.203-8(c)(3), the bidder must sign the certificate or the bid will be considered nonresponsive. A responsive bid is one that unequivocally offers to provide the exact thing called for in the IFB, such that acceptance of the bid will bind the contractor in accordance with all of the IFB's material terms and conditions. Mid-East Contractors, Inc., B-242435, Mar. 29, 1991, 70 Comp. Gen. ___, 91-1 CPD ¶ 342. The procurement integrity certification requirement is a material term because it imposes substantial legal duties on

the bidder.¹ Failure to sign the certificate calls into question the bidder's commitment to these substantial legal duties--which go beyond the bidder's obligation to perform the work covered by the contract. Ed A. Wilson, Inc., B-244634, July 12, 1991, 91-2 CPD ¶ 53.

Kurtz asserts that its failure to properly complete the certificate can be waived as a minor informality under FAR § 14.405. However, as discussed above, the certifier's additional obligations are material, such that a failure to sign the certificate, even though the bid itself is signed, cannot be considered a minor informality capable of being cured after bid opening. General Kinetics, Inc., Cryptek Div., B-244148, Aug. 19, 1991, 91-2 CPD ¶ ____.

Kurtz also argues that the cost savings to the government supports waiver of the signature requirement. Although acceptance of Kurtz's bid may result in a monetary savings to the government on this procurement, the maintenance of the integrity of the competitive bidding system is more in the government's best interest than the pecuniary advantage to be gained in a particular case. A. D. Roe Co., Inc., 54 Comp. Gen. 271 (1974), 74-2 CPD ¶ 194.

The protest is dismissed.



James A. Spangenberg
Assistant General Counsel

¹In particular, the certification implements several provisions of the Office of Federal Procurement Policy (OFPP) Act, 41 U.S.C.A. § 423 (West Supp. 1991). The OFPP Act prohibits activities involving soliciting or discussing post-government employment, offering or accepting a gratuity, and soliciting or disclosing proprietary or source selection information. The certificate obligates a named individual to comply with the provisions of the Act, to certify the veracity of disclosures required by the Act, and to collect similar certificates from all other individuals involved in the preparation of bids or offers.