



Comptroller General  
of the United States  
Washington, D.C. 20548

150540

## Decision

**Matter of:** C.B.C. Enterprises, Inc.

**File:** B-252484

**Date:** June 25, 1993

David A. Hearne, Esq., Outland, Gray, O'Keefe & Hubbard, for the protester.

William E. Franczek, Esq., Vandeventer, Black, Meredith & Martin, for Virtexco Corporation, an interested party.

Robert Roylance, Esq., and Diane D. Hayden, Esq., Department of the Navy, for the agency.

Paula A. Williams, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

A photocopy of a completed certificate of procurement integrity form which had been manually signed by the bid signatory is a binding duplicate original which evidences the bidder's required commitment and therefore the bid containing the photocopy is responsive and may be accepted for award.

### DECISION

C.B.C. Enterprises, Inc. protests the rejection of its low bid as nonresponsive and the award of a contract to Virtexco Corporation under invitation for bids (IFB) No. N62470-92-B-2049, issued by the Naval Facilities Engineering Command, Department of the Navy, for interior renovations of the Fleet Training Center, Building N-19A, at the Norfolk Naval Station. The Navy rejected the protester's bid as nonresponsive because the certificate of procurement integrity which C.B.C. submitted with its bid was on a photocopied page and contained a photocopied signature, rather than an original manual signature.

We sustain the protest.

Since the contract was expected to exceed \$100,000, the IFB contained the certificate of procurement integrity clause set forth at Federal Acquisition Regulation (FAR) § 52.203-8. The clause serves to implement the Office of Federal Procurement Policy (OFPP) Act, 41 U.S.C. § 423(e) (1988 and Supp. III 1991), which precludes federal agencies

from making award to a competing contractor unless the officer or employee of the contractor responsible for submitting the offer or bid certifies in writing that neither he nor those employees who participated in preparing the bid have any information concerning violations or possible violations of the OFPP Act. See Holly's Inc., B-246444, Mar. 4, 1992, 92-1 CPD ¶ 261. The activities prohibited by the OFPP Act involve soliciting or discussing post-government employment, offering or accepting a gratuity, and soliciting or disclosing proprietary or source selection information. Id.

The certification requirement obligates the officer or employee responsible for the bid or offer to become familiar with the OFPP Act prohibitions, and imposes a requirement to fully disclose any possible OFPP Act violations, and to certify to the veracity of the disclosure. Mid-East Contractors, Inc., 70 Comp. Gen. 383 (1991), 91-1 CPD ¶ 342. In addition, the signer of the certificate is required to collect similar certifications from all other individuals involved in the preparation of the bid or offer. 41 U.S.C. § 423(e)(1)(B). The IFB advised that the failure to submit a signed certificate with a bid would render the bid nonresponsive.

At bid opening, C.B.C. was the apparent low bidder. C.B.C.'s bid documents included the standard form (SF) 33, the representations and certifications forms, and a certificate of procurement integrity. C.B.C. had submitted photocopies of a completed certificate which had been manually signed by the president of the firm, the individual who signed and was responsible for the preparation of C.B.C.'s bid. The agency questioned whether the submission of a photocopy of the signature on the certificate was sufficient to establish that the bidder was bound with respect to this particular procurement; the agency was concerned that C.B.C. may have photocopied signed certificates in bulk, with solicitation-specific information left blank for subsequent entry. In this regard, while the signature on the certificate was a photocopy, it appeared to the agency that solicitation-specific information (such as the solicitation number and dates) was printed in original type, suggesting that it may have been after-added.<sup>1</sup> By letter dated February 22, 1993, the agency rejected C.B.C.'s bid as nonresponsive on the ground that it failed to include a properly signed certificate. Award was made to Virtexco,

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<sup>1</sup>In affidavits submitted in conjunction with its protest, C.B.C. explains that the typed, solicitation-specific entries were made with an electronic typewriter before the certificate was signed.

the second low responsive bidder. Performance has been suspended pending resolution of this protest.

C.B.C. argues that its certificate is valid because the photocopy of the certificate submitted with its bid is binding as a duplicate of the complete, manually signed original certificate. We agree.

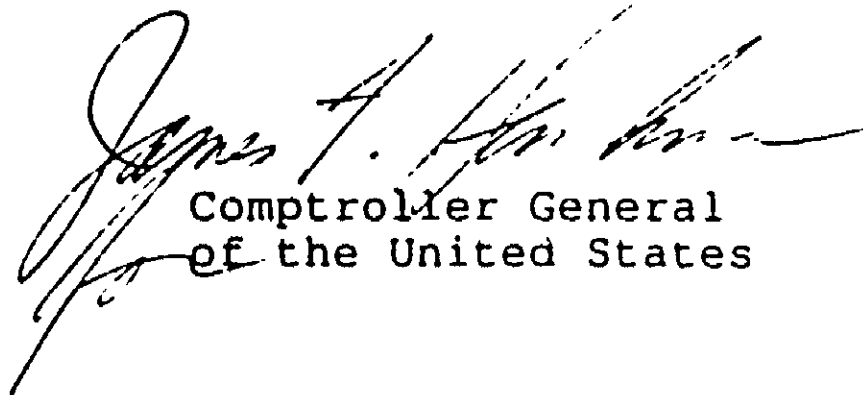
The agency argues that the photocopied signature on the certificates is analogous to the use a rubber stamp bid signature which, under FAR § 14.405(c)(2), is only permitted if the firm has formally authorized the use of such a stamp prior to bid opening and submits evidence of the authorization with its bid. See Stafford Grading and Paving Co., Inc., B-245907, Jan. 14, 1992, 92-1 CPD ¶ 66; Hugo Key & Son, Inc., B-245227, Aug. 22, 1991, 91-2 CPD ¶ 189.

The agency's analogy was rejected in Cambridge Marine Indus., Inc., 61 Comp. Gen. 187 (1981), 81-2 CPD ¶ 517, in which a photocopy of a manually signed proposal was held to constitute a binding offer. We reasoned that a photocopied signature was different in kind from a rubber-stamped signature, which could be affixed by anyone having access to the stamp without necessarily having authority to bind the offeror. Id. In our view, unlike a document with a rubber-stamped signature, a photocopy of a signed bid document is a valid duplicate original; the photocopy signature is sufficient to bind the bidder to its obligations under the original signed document. International Shelter Sys., Inc., 71 Comp. Gen. 142 (1992), 92-1 CPD ¶ 38.

Here, C.B.C.'s bid contained a photocopy of the completed certificate signed by the president of the company, the same individual who signed the bid for C.B.C., and whose authority to bind the company is not questioned. As noted above, the fact that the signature is a photocopy is, by itself, unexceptionable. We disagree with the argument that the appearance of C.B.C.'s certificate raised the possibility that the company had used a bulk signed certificate which called into question the signatory's commitment to the particular procurement. The representations and certifications portion of the IFB consisted of 19 number pages. The protester's completed certificate of procurement integrity with the photocopied signature began several lines from the top of page 3 and continued onto page 4 in the same place as that in the IFB. This certificate appears to be the one included in the IFB since it is on the same page, in the same place and evidently part of the same form. It does not resemble a reproduction of a signed, generic certificate photocopied in bulk with solicitation-specific information left blank.

We conclude that the photocopied certificate submitted by C.B.C. was sufficient to bind C.P.C. to the appropriate obligations and the agency, therefore, improperly rejected C.B.C.'s bid. We recommend that the agency terminate the award to Virtexco and award to C.B.C., if otherwise appropriate. C.B.C. is also entitled to recover the costs of filing and pursuing its protest, including reasonable attorneys' fees. 4 C.F.R. § 21.6(d)(2) (1993). In accordance with 4 C.F.R. § 21.6 (f)(1), a certified claim for such costs, detailing the time expended and cost incurred, should be submitted directly to the agency within 60 days after receipt of this decision.

The protest is sustained.



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