



**Comptroller General  
of the United States**

Washington, D.C. 20548

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# Decision

**Matter of:** World-Wide Movers, Inc.

**File:** B-261941

**Date:** October 26, 1995

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Jack R. Davis, Esq., Davis, Baldwin & Haffner, for the protester.

Gregory H. Petkoff, Esq., and Capt. F. Scott Risley, Department of the Air Force, for the agency.

C. Douglas McArthur, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

1. Where bid does not include required Certificate of Procurement Integrity, it must be rejected as nonresponsive; even if the government lost the certificate, a bidder may not submit a copy after bid opening, as this would be incompatible with protecting the integrity of the competitive bidding system.
2. Absent any evidence of prior problems with the security of bids after opening, agency took reasonable precautions to protect opened bids by locking area at night and limiting access to procurement and janitorial personnel.

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## DECISION

World-Wide Movers, Inc. protests the rejection of its bid submitted in response to invitation for bids (IFB) No. F65503-95-B-0013, issued by the Air Force for packing, containerization, and drayage of personal property. Agency personnel evaluating the bid submitted by World-Wide found no section K, containing, among other representations and certifications, the Certificate of Procurement Integrity.<sup>1</sup> The protester contends that it submitted section K, including a signed Certificate of Procurement Integrity, with its bid and that if the certificate is now missing, the agency must have lost it.

We deny the protest.

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<sup>1</sup>In general, the standard bid representations and certifications, such as the Certificate of Independent Price Determination, the Taxpayer Identification clause, and Certificate of Authority to sign corporate bid, concern bidder responsibility, not bid responsiveness. Nomura Enters. Inc.—Recon., B-244993.2; B-245521.2, Oct. 9, 1991, 91-2 CPD ¶ 322. Since a bidder may supply such material after bid opening, they are not relevant to our decision.

On January 10, 1995, the agency issued the solicitation for fixed-price requirements contracts for a base period to last through the end of calendar year 1995, with two 1-year option periods, for preparation of personal property for movement. The bid schedule divided services into three categories--outbound, inbound, and intra-city--to be performed in four areas,<sup>2</sup> each of the 12 items to be awarded separately.

Paragraph K.4 of the IFB contained the provision at Federal Acquisition Regulation (FAR) § 52.203-8, "Requirement for Certificate of Procurement Integrity," which required that the certificate be completed by the officer or employee responsible for preparation of the bid. The IFB also advised that failure to submit the signed certificate with the bid would render the bid nonresponsive.

Five firms submitted bids on May 17. With the contracting officer acting as recorder, the contracting specialist opened and announced bids. After opening, the contracting specialist collected the bids, placing them in their original envelopes, and went to his office. When he and the contracting officer began the evaluation of bids the next day, they found that two of the bidders had failed to comply with the solicitation's minimum bid acceptance period. Further, World-Wide's bid was missing sections G through K, including the Certificate of Procurement Integrity.

The contracting specialist checked the other bid envelopes and searched his office but was unable to find the missing sections. Since there was nothing to indicate that World-Wide had submitted the required certificate with its bid, the contracting officer made the determination to reject the protester's bid. World-Wide's price would have been low for 3 of the 12 awards, the outbound shipments at Forts Wainwright and Greely and the intra-city shipments at Ft. Greely. On June 27, the agency awarded the three Fort Wainwright contracts to Golden North Van Lines, Inc. and the three Fort Greely contracts to Glacier State Moving and Storage. This protest followed.

World-Wide alleges that section K, including the Certificate of Procurement Integrity, was in the hand-carried bid document that was delivered to the agency on May 17. The protester provides affidavits from three World-Wide employees, testifying that the protester did complete the Certificate of Procurement Integrity and establishing that the certificate was present when it arrived from Anchorage at the protester's Fairbanks office. The protester photocopied the bid at its Fairbanks office and provides a photocopy to show that the certificate was present at that time. An employee of World-Wide testifies that he checked the package during the

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<sup>2</sup>The four areas were as follows: Area I (within 65 miles) and Area II (more than 65 miles) at Eielson Air Force Base; Fort Wainwright; and Fort Greely. All three installations are in Alaska.

drive from the protester's office to the bid opening site and that the bid package was complete prior to delivery. Another employee verifies that he saw the first employee reviewing the package during the drive to the bid opening site.

In response, the Air Force provided an affidavit from the contracting specialist to the effect that he took the bids straight to his office and that when he checked World-Wide's bid the next day, all of the certifications, including the Certificate of Procurement Integrity, were missing. The contracting specialist states that he maintained possession of the bids from the time of opening until he returned to his office. Although his office is not locked, the suite of offices used by contracting personnel is locked during non-duty hours. No one other than contracting personnel and the janitorial service has a key.<sup>3</sup>

We need not resolve the issue of whether World-Wide included section K in its bid since even if we assume that the certificate was included in the protester's bid package and that the agency lost or misplaced it, the Air Force could not award a contract to World-Wide.

Where a bidder has complied with the bid submission requirements of a particular solicitation, but some portion thereof has been lost after receipt at the procuring activity, the general rule is that the bidder may not then submit what is purported to be a copy of that submission, as the award of a contract on the basis of self-serving statements as to the contents of the bid package initially submitted would not be consistent with maintenance of the competitive system. Stamatis Lykos, B-257843, Nov. 14, 1994, 94-2 CPD ¶ 186. In particular, because the legal obligations imposed by the certification are material, a bidder may not be permitted to furnish a completed Certificate of Procurement Integrity after bid opening since such action would prejudice the integrity of the competitive bidding system by giving an otherwise successful bidder the opportunity to walk away from its bid. Id. The Air Force therefore had no choice but to reject the protester's bid.

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<sup>3</sup>The protester raises several points in an attempt to impeach the contracting specialist's testimony. For example, he contends that section K is missing from the copies of the awardees' bids which were included in the agency report. The agency report does not contain the bids, however; it does contain the contracts, from which the agency has removed the certifications. We reviewed the bids, which the agency subsequently provided, and note that both awardees submitted properly executed certificates. World-Wide claims that pages from the two bids are intermixed, the Glacier State certificate appearing with the Golden North bid and the Golden North certificate appearing with the Glacier State bid. The copies submitted to our Office contain the correct certificate with the correct bid.

The protester argues that the agency did not adequately safeguard bids between bid opening and completion of the bid abstract the following day. We think the agency took reasonable precautions to safeguard bids by restricting access to the area where the bids were kept after bid opening. Further, the protester makes no allegation and the record contains no evidence that the agency has a history of or problem with losing bids, by contrast with situations such as that in East West Research Inc., B-239565; B-239566, Aug. 21, 1990, 90-2 CPD ¶ 147, where our Office sustained a protest after a procuring agency lost two quotations from the same offeror within the period of a week. In any event, even assuming the agency acted negligently in storing the bids, an agency's negligence or lack of diligence, standing alone, does not rise to the level of arbitrary or capricious action which provides a basis for sustaining a protest. Interstate Diesel Serv., Inc., B-229622, Mar. 9, 1988, 88-1 CPD ¶ 244. Nor is there evidence of ill feeling between the protester and the agency that would suggest bad faith by the agency. Under these circumstances, we see no basis to object to the agency's actions.

The protest is denied.

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of the United States