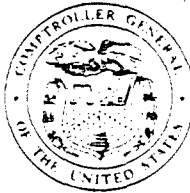


DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

60994

FILE: B-183681

DATE: August 20, 1975

MATTER OF: Quinn Glass Company

97472

DIGEST:

1. Where vice president of firm handprinted name and title in "Signature" box on bid form, bid is acceptable as handprinted name is as acceptable as script written if intended as signature, which intent is evidenced by location of printing.
2. Failure to acknowledge amendment which advised bidders that funds were not presently available for performance after June 30, 1975, and that Government's obligation beyond that date was contingent upon availability of funds may be waived as minor informality under ASPR § 2-405 because under "General Requirements" of IFB, Government was under no obligation to order any specified amount of work and, therefore, amendment did not increase or decrease obligation of bidder or Government.

Quinn Glass Company (Quinn) has protested to our Office the award of a contract to Alert Glass, Inc. (Alert), under invitation for bids (IFB) No. N62474-75-C4378 issued by the Western Division, Naval Facilities Engineering Command.

The bases of Quinn's protest are that (1) Alert failed to acknowledge and return amendment 00001 to the IFB and (2) that the bid of Alert was unsigned.

Amendment 00001 added a new paragraph to the IFB advising bidders that funds were not presently available for performance under the contract after June 30, 1975, and that the Government's obligation beyond that date was contingent upon the availability of appropriated funds for the remainder of the contract period (March 13, 1976).

Section 2-405 of the Armed Services Procurement Regulation (ASPR) (1974 ed.) provides that the failure of a bidder to acknowledge receipt of an amendment may be regarded as waivable or a correctable minor informality or irregularity in the bid when the

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amendment does not affect price, quantity, quality or delivery or only affects these items in a trivial or negligible manner. The question presented is whether the amendment was of such a material nature that the failure of the bidder to acknowledge receipt of it would have affected the contract which resulted from an award to Alert. We note that in paragraph 1A.13 of the General Requirements entitled "Open End Contract" it was stated that "the Government makes no representation as to the number of orders or actual amount of services which will be requested, nor is the Government obligated to accept any specified amount of services." Therefore, we are of the view that amendment 00001 did not increase or decrease either the Government's or the contractor's obligations under the contract. The amendment appears to be merely informational and the failure of Alert to acknowledge it was properly waived as a minor informality.

Reproduced below is the signature box as it was executed on the Alert bid:

SIGNATURE	
T. R. WINTERBURN	VICE PRES.
PRINTED NAME AND TITLE OF SIGNER	
1-30-1975	
DATE OF BID	

"T.R. WINTERBURN VICE PRES." was handprinted. Beside the signature box was another box for the name and address of the bidder and here, on the bid of Alert, the name, address and telephone number of the firm was rubber-stamped.

It is provided in ASPR § 2-405(iii) that the failure of a bidder to sign his bid may be waived as a minor informality only if--

- "(A) the firm submitting the bid has formally adopted or authorized the execution of documents by typewritten, printed, or

rubber stamped signature and submits evidence of such authorization and the bid carries such a signature, or

"(B) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document such as the submission of a bid guarantee with bid, or a letter signed by the bidder with the bid referring to and clearly identifying the bid itself;"

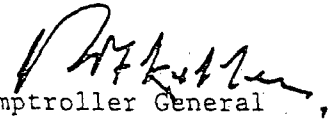
Since paragraph (A) above, we believe, refers to mechanical means of affixing a signature, it is inapplicable to the instant bid and as Alert's bid was not accompanied by any other documents, paragraph (B) is also inapplicable, the only manner in which the bid of Alert could be properly considered is if the manually printed name of the vice president of the firm can be treated as a valid signature evidencing an intent on the part of Alert to be bound by the bid. The test to be applied in these circumstances is whether the bid as submitted will effect a binding contract upon its acceptance without resort to the bidder for confirmation of its intention. B-156751, June 25, 1965.

The fact that the name of the vice president is printed by hand rather than written in script does not render the bid unacceptable because a manually printed signature is as acceptable as the usual script form of subscription. People v. Kelly, 293 N.W. 865, 869 (Mich. Sup. Ct.) (1940).

It is the Navy's position that the bid is properly signed because the handprinted name of the vice president is in the signature box on the bid form, thereby indicating the act was to be considered the signing of the bid.

We agree. A signature may be manually printed, if it is intended as a signature and where, as here, the name is in the space provided, we consider it a valid signature and a binding bid.

Accordingly, the protest is denied.


Deputy Comptroller General
of the United States