

DECISION

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

*E. Wall
Trans*

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FILE: B-192201

DATE:

MATTER OF: Comfort Control, Inc

OCT 11 1978

DIGEST:

Where bidder submits lump-sum bid for balancing air system in Federal building, but fails to provide a credit for fan sheaves that do not have to be replaced, the absence of the credit does not make bid nonresponsive since the net cost to the Government can be ascertained.

Comfort Control, Inc., protests the award of a contract to Darwin Construction Co., Inc., for the balancing of the air system in building 37 at the National Institutes of Health, Bethesda, Maryland.

Bids were solicited under IFB-263-78-B(91)-0100. Two bids were received and opened on April 18, 1978. Darwin submitted a low bid of \$89,898. Comfort Control submitted a bid of \$103,900, and set forth a credit of \$131 for each sheave (fan drives) that did not have to be replaced. There are 28 sheaves involved. If none of the sheaves have to be replaced, the maximum credit by Comfort Control would be \$3,668. Thus if none of the sheaves need to be replaced, Comfort Control would be paid \$100,232, or \$10,334 in excess of the low bid submitted by Darwin.

Comfort Control contends that the failure of Darwin to provide in its bid a credit to the Government for any sheaves that do not have to be replaced makes the Darwin bid nonresponsive because it does not comply with the provisions of paragraph 2.3.4, section 15050 of the specifications.

Paragraph 2.3.4 of section 15050 of the specifications provides:

"This contractor, with his bid price, shall submit (sic) a unit price for replacement of the drives. Should the contractor discover that existing fan sheaves, when set at approximately mid-position, will provide the maximum air deliveries, he shall perform the balancing with existing drives and shall submit proper credit for the sheaves not being replaced."

The Department of Health, Education, and Welfare, in its report dated July 12, 1978, to our Office, states that the intent of this provision was that bidders would submit an aggregate bid price and also specify a dollar figure which would represent a credit to the Government for each fan sheave which did not have to be replaced. Neither bidder questioned the meaning of the provision.

Since each bidder submitted an aggregate bid price, and since the maximum credit offered by Comfort Control is \$3,668 (for all 28 sheaves involved), Darwin is the low bidder. Comfort Control did not allow any credit, but its bid based on the lump-sum amount bid is lowest for the job. The specifications do not require that bidders allow a credit and since no amount was specified by Darwin, the bids will be evaluated on the facts disclosed by the record.

Accordingly, we agree with the action taken by the contracting officer in rejecting the bid, and the protest is denied.

E. J. HUNTER

(Deputy) Comptroller General
of the United States