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

FILE: B-201527 DATE: June 1, 1981

MATTER OF: Reppert Marine Sales and Service

DIGEST:

- Solicitation to maintain grounds maintenance equipment, which allowed bidders to offer special discounts for off-season work as well as prompt payment discounts, but provided for evaluation of only prompt payment discount in determining low bid, resulted in award that did not reflect most favorable cost to Government for total work to be performed, i.e., seasonal and off-season work, and thus violated statute governing advertised procurements.

Reppert Marine Sales and Service protests the award of a contract to Bob's Small Engines (BSE), the low bidder under General Services Administration (GSA) invitation for bids GSD-6DPR-10017, a total small business set-aside for the repair and maintenance of grounds maintenance equipment and air cooled engines for the period January 1, 1981, to December 31, 1981. The protester complains that although two discounts were asked for in the solicitation -- a prompt payment discount, and a special discount for work performed during the off-season of November, December, January and February -- only the prompt payment discount was considered in determining the low bidger. Reppert also protests that BSE does not have the capacity to satisfactorily perform the contract, maintaining that the awardee has an insufficient amount of space and lacks the necessary welding facilities. Reppert suggests that the awardee therefore improperly intends to subcontract the welding even though it did not so indicate in its bid.

We do not agree that under the solicitation as issued the offered special discounts should have been evaluated in determining the low bidder. However, we believe that the solicitation was defective because the evaluation criteria did not provide for an award at the most favorable cost to the Government. Therefore, we recommend that the requirement be resolicited.

The Method of Award section of the solicitation, paragraph 26, provided that award would be made to the low responsive, responsible bidder offering the lowest hourly rate. The section included the following example:

"Bidder A -		Bidder B -	
Hourly rate -	$15.00	Hourly rate -	$15.00
Less 2%/20 day prompt-payment discount	- .30	No prompt-payment discount offered	- 0
	$14.70		$15.00

"Bidder A is the low bidder."

Paragraph 27, entitled Prompt Payment Discount, indicated that any offered prompt payment discount would be included in the calculation of the low bid. The Bid Schedule, paragraph 29, listed eight locations where service would be needed and the volume reported at each for the period January 1979 to September 1979 and provided spaces for a bidder to enter an hourly rate for each location. Below the Bid Schedule, and just above the space for the bidder's signature, was the following provision:

> "SPECIAL DISCOUNT: Bidder offers a special discount of ___% on all repair work performed during the months of November, December, January, and February."

Paragraphs 26-29 and the special discount provision were all on the same page of the IFB.

Both Reppert and BSE bid an hourly rate of $15.00 for one of the listed locations, Fort Leonard Wood, Missouri. The protester offered a two percent prompt payment discount for work paid for within 20 calendar days, and a 5 percent special discount for work performed during the off-season. BSE offered a 2.1 percent prompt payment discount, and a 1.5 percent special discount. Because of BSE's greater prompt payment discount, the firm's bid was evaluated as low ($14.68 per hour, as opposed to $14.70 per hour for the protester).

Reppert argues that the special discount should have been considered by GSA in evaluating bids, and that in view of Reppert's knowledge of the previous year's volume of off-season work, acceptance of Reppert's bid would result in the lowest cost to the Government.

In response, GSA contends that the Method of Award and Prompt Payment Discount paragraphs of the solicitation (26 and 27) clearly indicated that only the prompt payment discount would be considered in the evaluation of bids for award, not the special discount. GSA also advises that the purpose for soliciting a special discount for off-season work was to encourage using activities to send equipment in for maintenance and repair at that time so that the contractor would not be inundated with work during the otherwise busy months of the contract year.

We agree with GSA to the extent that Reppert should have realized that any special discount offered would not be considered in determining the low bidder. The invitation's Method of Award provision simply did not mention the special discount notwithstanding that a space for such discount was included on the same page. Further, in contrast to the Prompt Payment Discount paragraph which specified that any such discount would be applied to the bid for purposes of bid evaluation, the special discount provision included no such indication. Finally, there is no estimate in the invitation of the amount of equipment that would need to be serviced during the off-season by which a special discount could be multiplied for evaluation purposes.

Nonetheless, we do not believe that the award under the IFB was proper because it was based on defective evaluation criteria. The advertising statute requires that award be made to the responsible bidder whose bid is most advantageous to the Government, price and other factors considered. 41 U.S.C. § 253(b) (1976). That language mandates award on the basis of the most favorable cost to the Government as measured by the total amount of work to be awarded. See Crown Laundry and Cleaners, B-196118, January 20, 1980, 80-1 CPD 82; Square Deal Trucking Co., Inc., B-183695, October 2, 1975, 75-2 CPD 206.

As stated above, BSE's evaluated hourly labor rate was two cents less than Reppert's because of BSE's 2.1 percent prompt payment discount as opposed to Reppert's 2 percent prompt payment discount. However, Reppert's offered

special discount was 5 percent, while BSE's was only 1.5 percent. It is evident that if even a minimal amount of off-season work is necessary the overall cost to the Government would be less under a contract with Reppert, because of the 5 percent special discount, than it would be under BSE's contract. In this regard, there is no suggestion in the record that GSA could not reasonably estimate the anticipated volume of off-season work so that any offered special discounts properly could be evaluated. The record shows that GSA has been contracting for these services at Fort Leonard Wood since 1970, and that special discounts have been solicited since 1973. We assume that this procurement history would provide sufficient information for the calculation of a reasonable estimate of off-season work under the 1981 contract.

Accordingly, the solicitation was defective because it did not provide for the evaluation of special discounts. Thus, the award did not result in a contract at the most favorable price disclosed in the competition for the work that could be expected to be performed, i.e., the aggregate of both the seasonal and off-season work. To that extent, the protest is sustained.

We could not, of course, recommend that BSE's contract be terminated and a contract awarded to Reppert since an advertised contract must be awarded based on the terms under which the competition was conducted, which in this case did not include the evaluation of special discounts in determining the low bidder. See Com-Tran of Michigan, Inc., B-200840, November 11, 1980, 80-2 CPD 407. However, in view of the solicitation defect, we recommend that GSA expeditiously solicit new bids for the requirement for the balance of BSE's contract term. GSA should include in the invitation an estimate of the amount of off-season work to be expected (now only November and December), and advise that offered special discounts will be applied to that estimate and thus considered in calculating the bid that represents the lowest cost to the Government. If a firm other than BSE is low as evaluated, BSE's contract should be terminated for the convenience of the Government and a new contract awarded. If BSE is low as evaluated, BSE's current contract need only be modified to reflect any changes. See Datapoint Corporation, B-186979, May 18, 1977, 77-1 CPD 348.

We note here that GSA invited bids for work at seven locations other than Fort Leonard Wood. Since no protest

involving any of those seven has been filed, we have no information regarding the bidding results for those locations. Therefore, we recommend that GSA review those results. Where the most advantageous special discount was offered by other than the awardee so that the award price does not reflect the most favorable price for all work to be performed, GSA should take corrective action consistent with the above.

The remaining issue involves whether BSE has the ability to meet the contract's requirements without subcontracting the welding work which Reppert argues would be improper, and thus whether BSE should have been awarded the contract in any case. This is not a matter which we consider. The ability to satisfactorily perform a contract is a matter of the prospective awardee's responsibility, Aerosonic Corporation, B-193469, January 19, 1979, 79-1 CPD 35, and GSA found BSE to be a responsible concern. Our Office does not review affirmative determinations of responsibility unless either fraud on the part of contracting officials is alleged or the solicitation contained definitive responsibility criteria which allegedly were not applied. Oregon Wilbert Vault Corporation, B-191000, January 18, 1978, 78-1 CPD 49. Neither exception applies here. We point out here that the specifications required only that the contractor "have available, or have access to" a welding capability, and that the invitation specifically allowed subcontracting, even if the intention to do so was not indicated in the bid submitted, as long as the contracting officer approved.

This decision contains a recommendation for corrective action to be taken. Therefore, we are furnishing copies to the Senate Committees on Governmental Affairs and Appropriations and the House Committees on Government Operations and Appropriations in accordance with section 236 of the Legislative Reorganization Act of 1970, 31 U.S.C. § 1176 (1976), which requires the submission of written statements by the agency to the Committees concerning the action taken with respect to our recommendation.

Milton J. Socolar

Acting Comptroller General
of the United States

1831 Law

DECISION

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

FILE: B-201921 **DATE:** June 2, 1981

MATTER OF: Master Sergeant John H. Scott, USAF

DIGEST: Member of the Air Force is assigned to Seattle-Tacoma International Airport (SeaTac), and occupies Government quarters at McChord Air Force Base, Washington. Member may be reimbursed for transportation costs between McChord and SeaTac as travel for official business under 37 U.S.C. § 408 (1976), where he is ordered to begin and end daily duty with delivery of official documents at McChord, even though member's quarters are at McChord and, if not required to deliver documents, member would be responsible for commuting costs between McChord and SeaTac.

May a member of the uniformed services be paid a mileage allowance for the use of his privately owned vehicle while on official business even though this travel is actually the same travel he performs in commuting from his lodgings to his duty station? The answer is yes.

This case was presented to our Office for an advance decision by the Accounting and Finance Officer, Headquarters 62d Military Airlift Wing (MAC), McChord Air Force Base, Washington, and concerns the propriety of reimbursing certain travel expenses incurred by Master Sergeant John H. Scott. The request has been assigned PDTATAC Control No. 81-4, by the Per Diem, Travel and Transportation Allowance Committee.

Sergeant Scott is stationed at the 62d Aerial Port Squadron, Seattle-Tacoma International Airport (SeaTac). Sergeant Scott's quarters are at McChord Air Force Base, 29 miles from SeaTac. While he had the option of living near SeaTac in Government-leased or individually procured housing or at McChord in base quarters, he chose the latter since a recommendation had been submitted to provide Government transportation from McChord to SeaTac. This request for Government transportation was not approved at the time involved; however, it has been requested again.

Twice daily, travel documents must be transported between SeaTac and McChord. Although he is officially assigned to SeaTac, Sergeant Scott has been directed to

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begin and end his daily duty with retrieval and delivery of the travel documents at the McChord passenger terminal, located near his quarters. Sergeant Scott uses his own automobile for the 29-mile trip between McChord and SeaTac.

The Deputy Commander for Resource Management at McChord has authorized funds for reimbursing Sergeant Scott for the trips between McChord and SeaTac. The Accounting and Finance Officer now asks whether the trips should be regarded as non-reimbursable, domicile-to-duty travel, even though Sergeant Scott stops en route at the passenger terminal to retrieve official documents.

Pursuant to 37 U.S.C. § 408 (1976), a member of a uniformed service may be reimbursed for the cost of transportation necessary in the conduct of official business within the limits of his duty station. Volume 1 of the Joint Travel Regulations (1 JTR), para. M4500, et seq., implementing section 408, prescribe the basis for reimbursement for travel within and adjacent to permanent and temporary duty stations. Paragraph M4502-1 of 1 JTR in effect at the time provided that when authorized or approved under the conditions of that part, members who traveled by privately owned automobile were entitled to be reimbursed at the rate of 20 cents per mile.

In general, travel between a member's residence and his place of duty is considered the personal responsibility of the member and is not regarded as travel on official business under 37 U.S.C. § 408. See 48 Comp. Gen. 124, 128 (1968). If Sergeant Scott had not been directed to begin and end his daily duty at McChord, the general rule would require him to bear the costs for commuting from his quarters to SeaTac, his duty station. However, because Sergeant Scott's duty effectively begins and ends at the base passenger terminal, we conclude that his personal commuting costs are limited to travel between his quarters and the terminal.

The stops at the passenger terminal clearly are for the convenience of the Government in that delivery of the travel documents is necessary in accomplishing SeaTac's mission. Thus, it is our view that Sergeant Scott's travel between McChord and SeaTac constitutes travel on official business

for which he may be reimbursed in accordance with 37 U.S.C. § 408 and 1 JTR para. M4502.

Accordingly, the voucher is returned and may be certified for payment if otherwise correct.

The foregoing is based on the premise that there is no other reasonable means for transporting the documents between SeaTac and McChord. If in fact there is a regular transportation service between SeaTac and McChord which could be used to transport the documents we believe assigning the task to Sergeant Scott is inappropriate since it has the effect of reimbursing him for travel between his residence and place of duty.

John D. Heller

Acting Comptroller General
of the United States

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DECISION

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

FILE: B-198844.4 DATE: June 1, 1981

MATTER OF: Rosenfeld, Steinman & Blau

DIGEST:

Where small business concern has been found not responsible, matter is for determination by Small Business Administration (SBA) under Certificate of Competency (COC) procedures; GAO will not review such SBA determinations where protester fails to make prima facie showing of fraud or that information vital to responsibility determination has not been considered.

Rosenfeld, Steinman & Blau (RSB), a small business concern, protests the contracting officer's determination that it is a nonresponsible firm and therefore ineligible for award under the Small Business Administration's (SBA) request for proposals (RFP) No. SBA-7(j)- MSB-80-2. RSB also protests the refusal of SBA to issue it a Certificate of Competency (COC) and the contracting officer's subsequent decision to cancel certain items in the solicitation.

The RFP requested offers to provide technical and management assistance to eligible small business concerns within designated geographical areas. RSB was the low acceptable offeror for the areas of Connecticut and Puerto Rico. However, the contracting officer determined that RSB was not responsible by reason of its failure to apply tenacity and perseverance to do an acceptable job as evidenced by performance as the incumbent contractor for these services. Basically, the contracting officer believed that RSB was delinquent in the submission of task reports under task orders issued pursuant to its prior contract and that RSB's task reports, in general, were less than satisfactory. The nonresponsibility determination was based on a memorandum prepared in connection with the pre-award survey which was performed

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by SBA's Newark District Office (NDO). The memorandum contained a listing of a total of 57 task orders issued by SBA to RSB under the previous contract, the date each task order was issued, and the due dates and submission dates for each such order. NDO concluded that "out of 57 tasks issued, the contractor was on time or earlier in only four cases."

On August 6, 1980, the contracting officer submitted the matter to SBA's New York Regional Office for processing under the COC procedures. The COC Review Committee declined to issue a COC. The contracting officer thereafter canceled the solicitation for the areas of Connecticut and Puerto Rico because he believed the remaining prices to be unreasonable in view of the seven month delay since receipt of proposals.

Briefly, RSB contends that the contracting officer's nonresponsibility determination and the refusal by SBA to issue a COC were made "in total disregard of the facts." It is RSB's position that it performed satisfactorily under its prior contract. In this regard, RSB provided the SBA with a detailed written rebuttal on August 28, 1980, prior to the COC denial, which addressed in detail each task order issued under the previous contract and explained the reasons for the delays. In this memorandum, RSB asserted that, except for one instance, all delays were caused by circumstances beyond the control of RSB, such as difficulties in setting up appointments with small business concerns, late receipt of necessary data from either SBA or the small business concern, and SBA administrative delays. RSB further maintains that the contracting officer was continually apprised, verbally and in writing, of the problems encountered during contract performance which caused delays in providing services and in submitting task reports. However, RSB states that the SBA never formally adjusted the due dates for the submission of task order reports so that they were submitted "technically late" by reason of SBA's inaction.

RSB argues that the sole basis for the contracting officer's nonresponsibility determination and SBA's subsequent denial of the COC is the memorandum prepared by NDO in connection with the pre-award survey. According to RSB, this document, which is the only evidence supporting SBA's actions, is merely a raw statistical summary of dates and makes no attempt to analyze or explain the actual circumstances. RSB further argues that its August 28, 1980 detailed submission is the only document which analyzes and shows in detail RSB's performance under each task order issued under the prior contract. RSB states as follows:

> "The facts which were available to the SBA clearly established that [RSB's] performance of the [prior] contract were satisfactory. * * * [T]he only evidence which addresses the [prior] contract in detail is RSB's August 28, 1980 submission. * * * Thus, the SBA's determination of nonresponsibility and denial of a COC were made in total disregard of the facts."

We believe that RSB is essentially arguing that the overwhelming weight of evidence available to the COC Review Committee established its satisfactory performance under the prior contract. Thus, the COC Review Committee, by its decision to deny RSB a COC, "totally disregarded the facts" and failed to consider the detailed analysis submitted by RSB on August 28, 1980. Our Office is not, however, an appellate forum with authority to review the merits of individual determinations by SBA under its COC program. Rather, the final determination as to whether a small business concern is responsible for a particular procurement is made by the SBA under its COC procedures. 15 U.S.C. § 637(b)(7) (Supp. I 1977). Our Office does not review SBA determinations unless there is a prima facie showing of fraud or that information vital to a responsibility determination has not been considered. Gupta Carpet Professionals, Inc., B-196051, October 25, 1979, 79-2 CPD 294; Wilson and Hayes, B-199144, July 24, 1980, 80-2 CPD 66, and cases cited therein. We do not believe that either of these exceptions applies in this case.

RSB has not alleged fraud on the part of the SBA and we have found no evidence in the record that vital evidence was improperly disregarded in the course of the responsibility evaluation. Indeed, the SBA clearly states that all the facts were duly considered by the COC Review Committee in its deliberations. The sole ground for the protest appears to be an alleged lack of sufficient evidentiary basis for SBA's denial of a COC. This provides an insufficient basis for our review and since our Office also does not review a contracting officer's determination of nonresponsibility where the determination has been affirmed by the SBA's denial of a COC, Wilson and Hayes, supra, the only question remaining is the cancellation of certain items in the solicitation. In this regard, the protester has not attempted to show any impropriety with respect to the cancellation other than the allegedly wrongful actions of the SBA in disqualifying it from award which ultimately prompted the cancellation. Since we have not found any impropriety in SBA's actions concerning the denial of the COC, it is our view that the protester has not met the burden of proof with respect to any other ground for questioning the propriety of the cancellation. We therefore decline further consideration of this protest.

The protest is dismissed.

Harry R. Van Cleve
Acting General Counsel

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UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

OFFICE OF GENERAL COUNSEL

B-203319 May 29, 1981

Ms. Merel P. Glaubiger
Legal Counsel
Uniformed Services University of
the Health Sciences
4301 Jones Bridge Road
Bethesda, Maryland 20014

Dear Ms. Glaubiger:

In a letter to our Office dated May 14, 1981, you ask four questions that relate to the purchase of air transportation by faculty members of the Uniformed Services University of the Health Sciences (USUHS) in order to attend the 8th International Congress of Pharmacology meeting in Tokyo, Japan, this summer. You have requested an expedited reply to one of these questions--whether the faculty members may purchase their own transportation through travel agents and be reimbursed for this cost--because of an anticipated airfare increase on June 1, 1981. Therefore, we address only that question in this letter and will respond to the other questions at a later date.

You advise that the use of travel agents in this case will result in a savings to the Government. The travel agent offers a fare of $1,188, whereas the carrier's least expensive fare is $1,372. You advise that you have personally verified these prices. You state that USUHS would not issue a Government Transportation Request (GTR) for these tickets, but, rather, reimburse the Government employees for the actual travel cost.

This Office has issued regulations published in 4 C.F.R. § 52.3 (1980), which generally prohibit the use of commercial travel agents to procure official Government travel. This prohibition is essentially incorporated in volume 2 of the Joint Travel Regulations (JTR-2) issued by the Department of Defense for the guidance of civilian personnel in that Department, and which covers USUHS employees. Paragraph C2207, JTR-2 (October 1, 1980).

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However, this Office has authorized a limited exception to the prohibition in circumstances where the travel agent's use is administratively determined to offer substantial savings to the Government. 47 Comp. Gen. 203 (1967); B-103315, August 1, 1978. In this regard, paragraph C2208 of JTR-2 provides that group or charter arrangements available through travel agents may be utilized when such use will not interfere with the performance of official business. The section also states that if payment is to be made to a travel agent, not the carrier, a GTR will not be used, and the traveler will pay for the transportation and receive reimbursement from the Government.

Also, paragraph C2252 of JTR-2 provides that:

> "cash payment of official transportation * * * is authorized when employees secure group or excursion fares available through travel agents (par. 2208); travel agents may not otherwise be used under these cash payment provisions."

In our view, the JTR-2 provisions, read together, authorize use of travel agents in limited circumstances, i.e., where either the group, charter, or excursion fare offered by the travel agent results in a monetary savings to the Government.

However, we note that the provisions contained in JTR-2 are subject to the further requirement repeatedly stated in decisions of this Office concerning the use of reduced fares offered by travel agents as an exception to the general prohibition against the use of travel agents. We have imposed the requirement that an administrative determination be made prior to the travel that the use of the reduced fares will result in a monetary savings to the Government and that such use will not interfere with the conduct of official business. See B-201429, December 30, 1980; B-103315, August 1, 1978; 47 Comp. Gen. 204 (1967). Regarding payment for the tickets, this Office has stated it has no objection to issuance of appropriate travel advances to cover the cost of such procurement. 47 Comp. Gen. 24 (1967).

In view of this precedent and the applicable JTR-2 provisions, if the requisite administrative determination is made and the stated payment procedure is followed, it is our opinion that the faculty members may purchase their tickets from travel agents.

We hope that this is responsive to the question you posed.

Sincerely yours,

Harry R. Van Cleve
Acting General Counsel

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Use of travel agent may be authorized to arrange, group, charter, or excursion fares under volume 2 of Joint Travel Regulations, paragraphs 2208 and 2252, provided agency makes administrative determination prior to travel that use of reduced fares will result in monetary savings to Government and will not interfere with conduct of official business. No Government transportation request should be used; traveler should pay cash and receive reimbursement for cost of ticket.

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

B-201627

May 29, 1981

FINDING

In the matter of Top Electric Company, Inc., and Mr. William E. Toll, its president.

Section 1(a) of the Davis-Bacon Act of August 30, 1935, 49 Stat. 1011, 40 U.S.C. § 276a (1976), provides in part as follows:

> "The advertised specifications for every contract in excess of $2,000, to which the United States * * * is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the United States * * * and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics * * * and every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics * * *."

Section 3(a) of the act provides that--

> "* * * the Comptroller General of the United States is further authorized and is directed to distribute a list to all departments of the Government giving the names of persons or firms

> whom he has found to have disregarded their obligations to employees and subcontractors. No contract shall be awarded to the persons or firms appearing on this list or to any firm, corporation, partnership, or association in which such persons or firms have an interest until three years have elapsed from the date of publication of the list containing the names of such persons or firms."

Contract No. DACA51-75-C-0183, in excess of $2,000 for an addition to the United States Army Cold Storage Research and Engineering Laboratory, Hanover, New Hampshire, was awarded by the Department of the Army on June 30, 1975, to the Edward R. Marden Corporation, Alston, Massachusetts. The contract contained the stipulations and representations required by section 1 of the Davis-Bacon Act.

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A subcontract was awarded to Top Electric Company, Inc., on July 11, 1975, for the furnishing of electrical work. The stipulations and representations required by the Davis-Bacon Act were incorporated by reference.

An investigation conducted by the Department of Labor as the result of a complaint by one of the subcontractor's employees disclosed that the subcontractor, Top Electric Company, Inc., having full knowledge of its statutory and contractual responsibilities, did nevertheless disregard these obligations as evidenced by the deliberate payment of subminimum wage rates to persons employed by it on the subject project. As a result of this investigation it was determined that five employees were classified and paid as apprentices when, in fact, only one of these employees was registered in a bona fide apprenticeship program. Consequently, it was determined that since the other four employees were not registered in an approved apprenticeship program, they had been underpaid. The fact that one of its employees was registered in an approved apprenticeship program coupled with the fact that the subcontractor had, in 1975, been investigated for alleged violations of the Davis-Bacon Act and found to be in compliance,

indicates that the subcontractor was aware of the requirements of the Davis-Bacon Act, but chose not to comply with these requirements. The subcontractor refused to make restitution.

By certified letter dated May 16, 1979, the Deputy Administrator, Wage and Hour Division, United States Department of Labor, notified the subcontractor in detail of the nature and extent of the labor standards violations charged against the firm. Although the certified mail receipt indicates that the Department of Labor's letter had been received, no facts in rebuttal or argument against debarment were submitted by the subcontractor in response to the letter.

We, therefore, find that Top Electric Company, Inc., and Mr. William E. Toll, individually, have disregarded "obligations to employees" within the meaning of the Davis-Bacon Act. Accordingly, these names will be included on a list for distribution to all agencies of the Government pursuant to statutory requirements and no contract shall be awarded to them or to any firm, corporation, partnership, joint venture or association, in which they or either of them has an interest until 3 years have elapsed from the date of publication of such list.

Milton J. Socolar

Acting Comptroller General
of the United States