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DECISION

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

FILE: B-201688

DATE: June 15, 1981

MATTER OF: Monarch Enterprises, Inc.

DIGEST:

Cancellation of invitation after bid opening is proper where Government is no longer able to furnish promised Government-furnished equipment and where specifications must be materially revised.

Monarch Enterprises, Inc. (Monarch), protests the cancellation by the United States Army Corps of Engineers (Jacksonville District) of invitation for bids No. DACW17-81-B-0008 for the procurement of maintenance services (grass cutting and the cleanup of picnic facilities) at two recreational areas. Both recreational areas were represented as requiring the same amount of services. On area No. 1, Monarch submitted the low price of \$24,233.04; the only other bid was \$26,088. On area No. 2, a low bid of \$9,999.96 was received. A bid of \$17,268 and the Monarch \$24,233.04 bid were also received on this item. After receiving a confirmation of the correctness of the low bid on area No. 2, award was made on that item. After considering the possible reasons for the large variance between the low bids received for each area, the area No. 1 portion of the invitation was canceled due to ambiguous specifications.

We deny the protest.

In order to ascertain why the Monarch bid price on area No. 1 was so much higher than the low bid price received on area No. 2, the site maps for each area, providing the information on the acreage and the number of grills, tables and buildings, were compared. These maps, which had not been included in the invitation, showed that fewer services were required for area No. 1 than for area No. 2 due to less acreage and facilities. It was determined that the 50-60 man-hours per week

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originally required should have been a maximum of 40-50 man-hours per week. Campground cleaning originally required on a daily basis, sometimes twice a day, was decreased by almost one-half. The requirements for the erection and maintenance of a visitor occupant board and for the maintenance of grills were deleted. Grass mowing services were potentially decreased, while more specific grass trimming requirements were added. The provision for Government-furnished lawn care and miscellaneous equipment was deleted due to unavailability as it was being used on the area No. 2 contract and the contractor was required to furnish this equipment.

Monarch maintains that it should receive the award for area No. 1 since it is the low, responsive, and responsible bidder on that item, and there is nothing ambiguous about the specifications in the original invitation.

We agree with Monarch that the stated basis for cancellation--ambiguous specifications--was questionable. However, section 2-404(1)(b) of the Defense Acquisition Regulation (1976 ed.) lists a number of reasons sufficiently compelling to justify cancellation of an invitation after bid opening. Included among these reasons are "specifications have been revised" and "for other reasons * * * clearly in the best interest of the Government." We have held that both the inability of the Government to provide Government-furnished equipment and the need to revise the specifications in a material manner constitute compelling reasons for the cancellation of an invitation after bid opening. Aul Instruments, Inc., B-195887, February 6, 1980, 80-1 CPD 98. Since the above circumstances existed here, the cancellation was proper. Even though the basis originally advanced for cancellation may have been erroneous, we have held that a subsequently enunciated basis for cancellation, which would have supported cancellation had it been advanced originally, is acceptable. Universal Communications Systems, Inc.; Fisk Telephone Systems, Inc., B-198533, April 27, 1981, 81-1 CPD 321.

Accordingly, the protest is denied.

Milton J. Aowlan

Acting Comptroller General
of the United States