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DECISION



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

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FILE: B-198895

DATE: September 23, 1980

MATTER OF: Del-Jen, Inc. *DLG00298*

DIGEST:

1. Where solicitation for vehicle maintenance requires contractor to furnish utility meters, protest that solicitation is defective because it contains no specifications for meters is denied as meters are in common usage in area and bidder should have no difficulty in furnishing meters acceptable to Government.
2. Requiring bidder to reimburse Government for cost of utilities is not improper where Government furnishes current utility rates and estimated consumption because all bidders bear same risk in estimating cost of contract compliance.
3. Failure of agency to extend bid opening date to allow small business bidder to obtain SBA guarantee of 25-percent performance bond, which protester contends will take 30 days, was not improper where IFB was issued 60 days before bid opening and two small business bidders were able to furnish acceptable guarantees.

Del-Jen, Inc., has ^{*Against*} protested the inclusion of certain contract terms in ~~invitation for bids~~ *IFB* No. DAKF48-80-B-0013 issued by the Department of the Army. *AGG00025*

The solicitation was a 100-percent small business set-aside for vehicle maintenance and repair at Fort Hood, Texas. The solicitation required the contractor to provide utility metering devices to measure the utilities used in the performance of the contract and to reimburse the Government for the utilities furnished.

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Initially, Del-Jen points out that the solicitation required Government approval of the meters and following performance of the contract the meters would become Government property. However, no specifications were set forth in the solicitation for the meters.

The Army takes the position that the items are of a minor nature to the performance of the contract, inexpensive and no other bidder raised an objection to the lack of specifications. The type of meters required is of standard commercial manufacture and used by nearly all utility customers and, therefore, Del-Jen should have had no difficulty in understanding what was required.

We find the lack of specifications concerning the utility meters not to be improper. Where the item is one in such common usage, we believe bidders should have no difficulty in furnishing one acceptable to the Government.

[Del-Jen also objects to the contractor having to reimburse the Government for the utilities used in performance of the contract.] Del-Jen argues that over the 3-year performance period, the utility rates could increase, thereby causing a loss to the contractor. While the current rates and estimated consumption were given by the Army, these were not guaranteed and therefore required a contingency factor in a bidder's price.

The Government has given its best estimate regarding utility rates and all bidders bear the same risk in bidding on the contract. We have upheld the propriety of requiring bidders to estimate the cost of contract compliance and to bear the risks accompanying such compliance. Ronald Campbell Company, B-190837, April 24, 1978, 78-1 CPD 313.

Finally, Del-Jen states that the [bid opening date should have been extended because this is a small business set-aside and it takes 30 days for the Small Business Administration to guarantee the required 25-percent performance bond.]

We note that the solicitation was issued 60 days prior to bid opening and there appears to have been adequate time to comply with the bonding requirement. Also, the two other small business bidders submitted adequate performance bonds.

Accordingly, the protest is denied.

A handwritten signature in cursive script, reading "Milton J. Fowler".

For the Comptroller General
of the United States