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DECISION

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

FILE: B-218565.2 **DATE:** August 6, 1985

MATTER OF: IBI Security Services, Inc.--
Request for Reconsideration

DIGEST:

A contracting officer is authorized to decide the class of service employees required to perform a service contract by selecting the appropriate description of the service from the Department of Labor Service Contract Act wage rate determination and applying it to the specification of the services required in the solicitation.

IBI Security Services, Inc. requests reconsideration of our decision in IBI Security Services, Inc., B-218565, July 1, 1985, 85-2 CPD ¶ ___. That decision denied IBI's protest of an award of a contract for guard services by the General Services Administration (GSA) to Whelan Security Company under invitation for bids (IFB) No. GS-04B-84527. We held that although the IFB did not specifically state the agency's desire for Guard II services, IBI's bid, based on the lower wage determination for Guard I services, was properly rejected even though IBI denied it had made a mistake, because the IFB's description of the duties and qualifications for the guards clearly indicated that Guard II personnel were required. IBI now contends that the decision was in error because it allegedly failed to address IBI's contention that the contracting officer exceeded his authority by determining that the contract required Guard II services, that the decision failed to recognize that Guard I personnel would meet the solicitation's requirements and that the decision sidestepped the issue of whether Whelan's bid was also based on the Guard I wage rate.

We affirm our initial decision.

IBI contended that the contracting officer exceeded his authority by determining that the solicitation required Guard II services because only the Department of Labor (DOL) may determine the appropriate wage rates. We do not agree that the contracting officer exceeded his authority in this case. The Service Contract Act (SCA) of 1965, as amended, 41 U.S.C. §§ 351-356 (1982), provides that every

contract to which the SCA applies shall contain a provision specifying the wages to be paid to the various classes of service employees "as determined by the Secretary [of Labor], or his authorized representative." It was DOL, not GSA, that established the definitions of Guard I and Guard II personnel and the wage rates for each as required by the SCA. GSA merely applied the appropriate DOL wage rate to the description of the services it asked for in its solicitation. We recognize that we have in the past stated that if an agency were unsure of which classification was applicable, it could consult with DOL for guidance as to which wage classification was appropriate. See Blue Ridge Security Guard Services, Inc., B-208605.2, Nov. 22, 1982, 82-2 CPD ¶ 464. There was here, however, no uncertainty by GSA with regard to which classification its solicitation required or which wage rate was applicable.

IBI also contends that our decision failed to recognize that the Guard I personnel that it proposed would meet the requirements of the specifications. Our decision, however, did not overlook IBI's argument on this point. We stated that the IFB clearly required Guard II personnel and if GSA had accepted IBI's argument that the IFB did not prevent a contractor from employing Guard I personnel, giving them the training and qualifications required for Guard II personnel, and then paying them the Guard I rate, the intent behind the two rates would be frustrated. IBI does not now dispute this statement but merely elaborates on its initial argument that the IFB did not require the payment of Guard II rates if Guard I personnel could meet the specifications.

Finally, IBI contends that our decision sidestepped the issue of whether Whelan's bid was also based on the wage rate for Guard I personnel that IBI now identifies as a matter of responsiveness. It is true that we did not resolve this issue but we pointed out as our reason for not doing so that a challenge before a contract award of a bidder's ability to perform at its bid price raises an issue of responsibility that we do not review, except in limited circumstances that are not present, and that such a challenge after award pertains to a matter of contract administration that we also do not review. Moreover, since Whelan's bid took no exceptions to the IFB, it was responsive. Behavioral Systems Southwest, Inc., B-215471.2, Oct. 2, 1984, 84-2 CPD ¶ 382. Whelan's

responsive bid was not rejected because GSA was satisfied that it, unlike IBI's bid, was based on the wage rate for Guard II personnel.

We affirm our initial decision.

for Harry R. Van Cleve
General Counsel