



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: T & J Lawn Service

File: B-223649

Date: October 17, 1986

DIGEST

1. When bid schedule does not provide a place for bidders to insert prices reflecting the number of times that particular services must be performed, but this information is in an attachment to the solicitation, a contracting officer properly may multiply the apparent low bidder's prices for one-time performance by the required frequency of performance to determine total bid price. Such action permits evaluation on an equal basis with the second-low bidder, who has performed the calculations itself.
2. Allegation that a competitor's prices are too low provides no legal basis for objection to the award of a fixed-price contract unless the contracting officer also finds the bidder nonresponsible.

DECISION

T & J Lawn Service protests the proposed award of a contract to Peter Recchi, Inc., the apparent low bidder under invitation for bids (IFB) No. N62472-86-B-5505, issued by the Navy Aviation Supply Office, Philadelphia, Pennsylvania. T & J contends that the Navy must reject the bid submitted by Recchi because the firm's prices do not reflect the frequency with which it must perform a variety of grounds maintenance services.

The IFB, issued on June 3, 1986 as a small business set-aside, sought bids for a combination fixed-price and indefinite quantity contract. The fixed-price portion, which is at issue here, will cover tasks to be performed on a regular basis during the term of the contract, for example, mowing and trimming lawns and shrubbery. An attachment to the solicitation set forth the term and required frequency of performance of each separate task; mowing, for example, is to be done weekly between May 1 and October 31.

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The indefinite quantity portion of the contract, on the other hand, will include tasks to be performed only occasionally, for example, removal or replacement of shrubbery or trees. For these tasks, there is no predetermined frequency of performance; the contracting officer will issue specific orders as the need for them arises.

The solicitation required bidders to complete a bid schedule that listed both types of tasks and set forth the estimated quantity of work for each, for example, 1,509,000 square feet of grass to be mowed and 5,700 linear feet of hedges to be trimmed. Bidders were to submit both unit and extended prices for each line item, as well as a price for the entire contract.

Six firms submitted bids by the July 3, 1986 opening date. Recchi submitted the apparent low bid in the amount of \$20,062.01, and the protester submitted the second-low bid in the amount of \$78,006.92. Due to the great difference between these bids, the Navy asked Recchi to verify its bid. Recchi indicated that its prices, as inserted on the bid schedule, were for one-time performance of each task, regardless of whether it was to be done at regular intervals or as specifically ordered, so that the total of the line items did not take into account frequency of performance. The contracting officer therefore evaluated Recchi's bid by multiplying prices for the repetitive tasks by the number of times that the particular task was to be performed. Recchi's total bid price, \$65,035.34, was still low.

T & J contends that the Navy must reject Recchi's bid. The firm's failure to take into account frequency of service, T & J maintains, resulted in an ambiguous bid. T & J continues that it is impossible to determine whether Recchi's intended price is the amount specified in the bid schedule or an unspecified larger amount. T & J's bid contains handwritten insertions on the bid schedule that indicate the number of times particular tasks must be performed, and its extended prices, as well as its total bid price, reflect this.

We think that Recchi is legally bound to perform the repetitive tasks as frequently as specified in the attachment to the IFB. Since there was no place in the bid schedule to insert prices reflecting the number of times a particular task had to be performed, Recchi's bid schedule looked like the following example:

<u>Item No.</u>	<u>Supplies/ Services</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
0001AA	Mowing and Trimming	1,509,000	SF	\$.0004706	\$ 710.14
0001AB	Trim Hedges	5,700	LF	\$.35	\$1,995.00

We believe that the contracting officer properly determined Recchi's total bid price by multiplying the firm's stated extended price for each item by the number of times that the solicitation required the item to be performed. For example, the above items were evaluated as follows:

<u>Item No.</u>	<u>Supplies/ Services</u>	<u>Extended Price</u>	<u>Frequency of Service</u>	<u>Total Price</u>
0001AA	Mowing and Trimming	\$710.14	26	\$18,463.53
0001AB	Trim Hedges	\$1,995.00	2	\$3,900.00

The contracting officer was, in effect, employing the same procedure that T & J its bid had used. He did not change any prices, but merely made the calculations necessary to evaluate both bids on an equal basis. The fact that the protester performed the calculations on its own bid schedule does not make Recchi's bid ambiguous or otherwise unacceptable.

T & J also argues that Recchi's unit prices for application of fertilizer and for mulching are too low to cover the cost of materials, and that Recchi may allege mistakes after award in an effort to recover its costs for those items. In view of Recchi's verification of the questioned prices, no mistake is evident. Further, there is no legal basis for rejection of a below-cost bid or one that may contain below-cost line items unless the contracting officer also determines that the bidder is nonresponsible. See Seaton Van Lines, Inc., B-217298, Jan. 8, 1985, 85-1 CPD ¶ 26. Such is not the case here. Also, FAR, 48 C.F.R. § 14.406-4, provides procedures and standards for consideration of mistakes alleged after award, and we have no reason to believe that the government's interests would not be protected under this provision in the event Recchi alleges further mistakes.

The protest is denied.

for Seymour Efros
Harry R. Van Cleve
General Counsel