



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Aaron Refrigeration Services
File: B-230833.2
Date: August 17, 1988

DIGEST

1. Protest that solicitation for installation of furnaces and water heaters does not contain sufficiently detailed drawings is denied where protester does not show that it is disadvantaged in any way not shared by other offerors by agency's approach in the solicitation and protester does not show that that approach is unreasonable.
2. Solicitation provision which indicates that it is the bidders' responsibility to obtain required licenses is sufficient notice to bidders of state license requirements.
3. Contracting officer's decision to salvage only newer furnaces and water heaters being replaced by the contractor is unobjectionable where agency determined that salvaging all of them would not be economical and the protester has not shown that the decision was unreasonable.

DECISION

Aaron Refrigeration Services protests the specifications contained in invitation for bids (IFB) No. F24604-88-B0005, issued by the Air Force for the replacement of furnaces and water heaters in 354 housing units at Malmstrom Air Force Base, Montana.

We deny the protest.

Aaron's principal complaint is that the drawings provided in the solicitation are inaccurate and incomplete in several respects which could result in additional cost and performance delays. For instance, the protester contends that the IFB should include basement drawings of housing units with built-in basement partitions since under the IFB the contractor is required to disassemble basement partitions in approximately 15 percent of the units. Aaron also argues that the solicitation includes an incorrect location of the

043019/136594

furnace return air connection in two housing units and that the agency should survey all of the units to provide more accurate drawings. Further, Aaron argues that the solicitation should include detailed drawings showing the location of doors, windows, dryer vents and other details of the housing units. According to Aaron, without this information, the awardee will have to do extensive measuring in each of the six housing unit types before actually beginning installation work.

Additionally, Aaron contends that the IFB should have advised bidders that a Montana state license is required to accomplish the work and that a waiting period is required before issuance of the license. Aaron also argues that the government should salvage all of the removed furnaces and other equipment rather than just those items which are less than 5 years old as called for by the solicitation. Finally, Aaron contends that since the IFB does not require a warranty of construction, it is not clear whether the contractor will be liable for maintenance for the first year after installation.

In response, the Air Force maintains there is sufficient information in the specifications and drawings to prepare bids and that any inconsistency between the solicitation and the actual work is minimal. The agency explains that it estimates that 15 percent of the housing units have finished basements or other alterations which will require minimal extra work to install the equipment and that this type of estimate is routinely used in solicitations for the installation of furnaces and water heaters. Also, according to the Air Force, the solicitation does not include detailed drawings but instead requires such drawings from the contractor in order to demonstrate how the particular system it plans to install will work within each unit.

The agency notes that the solicitation informed bidders of their responsibility to obtain required licenses and argues that this was sufficient notice to bidders. With respect to salvage, the contracting officer concluded that, with the exception of recently installed high efficiency units, the salvage value of the removed units would not meet moving, storage, and processing costs. Finally, the agency maintains that since the equipment will be inspected during installation and since the standard manufacturers' warranties will apply, a construction warranty is not necessary.

Solicitations must be drafted to inform all offerors in clear and unambiguous terms of what is required of them so

that they can compete on an equal basis. Newport News Shipbuilding and Drydock Co., B-221888, July 2, 1986, 86-2 CPD ¶ 23. Nonetheless, the contracting agency, not our Office, is responsible for determining its needs and the best means of meeting those needs since the agency is most familiar with the conditions under which the supplies and services are to be used. Richard M. Walsh Associates, Inc., B-216730, May 31, 1985, 85-1 CPD ¶ 621.

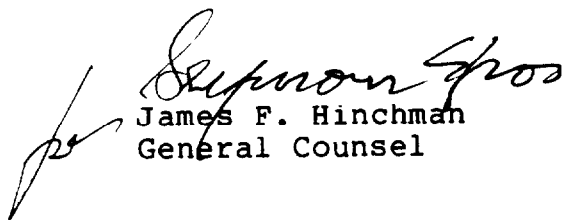
In our view, the drawings and specifications adequately state the agency's needs so as to allow potential bidders to compete on an equal basis. The solicitation includes drawings of the 6 types of units and identifies each of the 354 units by type. The solicitation also cautions bidders that the actual units may differ from the drawings and that 15 percent of the housing units have finished basements that may require some disassembly before installation of the new equipment. The Air Force determined that the overall impact of any inconsistencies between the drawings and the actual housing units would be minimal and that any extreme deviations could be covered by the differing site conditions clause in the IFB. Although it is clear that Aaron disagrees with the agency's decision to include only general information in the solicitation, allowing the contractor to be responsible for more detailed plans and drawings, the protester has not shown that the agency's approach is unreasonable.

Further, there is no indication in the record that Aaron is disadvantaged in any way not shared by the other offerors or that it is unable to prepare a bid on the solicitation. All potential bidders under the IFB are on notice of what is expected of them during contract performance and each can take account of any uncertainties or risks in computing their bids. In this respect, there is no legal requirement that specifications be drafted in such detail as to eliminate completely any risk to the contractor or to eliminate the possibility that the contractor will be required to perform work other than that specified in the solicitation. Aaron Refrigeration Services, B-217070, Apr. 17, 1985, 85-1 CPD ¶ 437.

We also find no merit to Aaron's other allegations. The solicitation indicated that it was the bidders' responsibility to obtain all required licenses and permits and further informed bidders of the existence of the Montana State Building Construction Standard fees. In our view, this was sufficient notice to bidders of the licensing requirement. Further, although Aaron apparently believes that the Air Force should salvage all of the removed equipment, the agency determined that salvage would only be

cost effective for the newer, high efficiency units. Aaron's mere disagreement with the agency's determination does not render that determination unreasonable. Energy Systems Maintenance, Inc., B-227357, Aug. 14, 1987, 87-2 CPD ¶ 158. Finally, although Aaron apparently believes that there will not be a warranty on the furnaces and water heaters installed under the contract, the Air Force has not waived the standard manufacturers' warranties on the equipment installed.

The protest is denied.


James F. Hinchman
General Counsel