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DECISION



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

FILE: B-205259

DATE: December 15, 1981

MATTER OF: A&C Building and Industrial Maintenance
Corporation

DIGEST:

Cancellation of IFB after bid opening but prior to award was proper where solicitation specifications were inadequate and protester has not established that contracting officer abused his broad powers of discretion in canceling IFB.

A&C Building and Industrial Maintenance Corporation protests the cancellation of invitation for bids (IFB) N2472-81-B-4828 issued by the Naval Air Development Center, Warminster, Pennsylvania, for the cleaning of the air conditioning duct system in one of the buildings at the Center. For the reasons stated below, the protest is denied.

In response to its solicitation, the Navy received three bids, as follows:

Providence Maintenance Co.	\$ 7,300
A&C	22,600
General Air	39,500

The Government estimated the cost of the work to be \$40,860.

Providence, the apparent low bidder, was allowed to withdraw its bid after demonstrating a mistake in the bid. The Navy then met with A&C to review its bid in light of the discrepancy between A&C's bid and both General Air's bid and the Government estimate. At the meeting, the Navy discovered that it had failed to include all of its requirements in the IFB and that as a consequence, A&C's bid was based on less work than the Navy required for a complete job. Specifically, the Navy desired existing insulation to be removed from the

air conditioning ducts because it was being dislodged and blown through the system into the offices and laboratories. However, as A&C pointed out at the meeting, the IFB specifications and drawings did not require the removal of the insulation. A&C therefore did not include the cost of removal of the insulation, which it estimated to be \$9,000, in its bid.

The Navy states that after meeting with A&C, it decided to cancel the solicitation because neither the specifications nor the drawings required the removal of the insulation. The Navy considers this omission significant enough to justify cancellation of the IFB and resolicitation. In support of its position, the Navy notes that A&C states it would have to increase its bid by almost 40 percent if it had to perform the omitted work.

Defense Acquisition Regulation § 2-404.1(a) (1976 ed.) provides that award must be made to the low, responsive, responsible bidder unless there is a compelling reason to reject all bids and cancel the solicitation. Section 2-404.1(b) lists a number of reasons sufficiently compelling to justify cancellation after opening but prior to award, such as when "inadequate or ambiguous specifications were cited in the invitation." Contracting officers have broad discretion in deciding whether to cancel a solicitation, and we will not overturn a decision unless there is an abuse of that discretion. Aul Instruments, Inc., B-195887, February 6, 1980, 80-1 CPD 98.

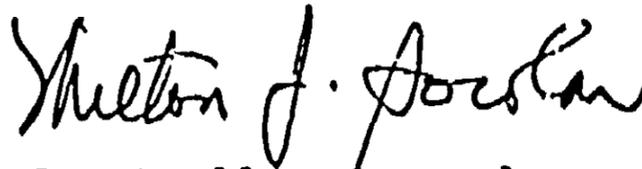
A&C asserts that there was no compelling reason to cancel the solicitation. It argues that the removal of the insulation involves a work requirement "totally separate and independent" from the cleaning of the duct system and therefore the insulation work could be contracted for separately. It maintains that it should be awarded the contract for duct cleaning and that a separate contract be subsequently awarded for the insulation removal.

We believe that the Navy's cancellation of the solicitation in order to revise the specifications was proper. We will not object to the cancellation of a solicitation containing inadequate specifications when an award under that solicitation would not satisfy the Government's

legitimate needs, Kemp Industries, Inc., B-192301, October 2, 1978, 78-2 CPD 248. We have consistently recognized that Government procurement officials are generally in the best position to know the Government's needs and best able to draft appropriate specifications, School for Educational Enrichment, B-19900J, October 16, 1980, 80-2 CPD 286, and we have no reason to question the Navy's determination that it is necessary to remove the insulation.

The protester does not dispute the Navy's assessment that its needs include both the removal of old insulation and cleaning of the duct system. We do not think the Navy should be required, as the protester suggests, to advertise, award and administer two separate contracts for these items of work which are to be performed on the same air conditioning system. Splitting the work in this fashion could well result in the Government paying a premium when compared with the cost of having all the work performed under a single contract.

The protest is denied.

for 
Comptroller General
of the United States