

DECISION



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

57035

FILE: B-183727

DATE: September 23, 1975

MATTER OF: Mustang Industrial Cleaners, Inc.

97431

DIGEST:

Protest that bidder has not presented evidence of intent to supply specified number of general custodians for day shift of custodial contract as required by IFB is denied, since offeror submitting bid without exception to IFB assumes obligation to perform in accordance with IFB.

Mustang Industrial Cleaners, Inc. (Mustang), protests the proposed award of a custodial services contract to Reliable Building Maintenance Co. (Reliable) under invitation for bids (IFB) No. F04626-75-09051, issued by the Base Procurement Office, Travis Air Force Base, California.

Twenty-one bids were received. The low bid was submitted by Reliable, the incumbent contractor, in the amount of \$153,471.36. The second low bid was submitted by Mustang in the amount of \$171,216.

Mustang calculates that Reliable's minimum costs would be \$156,219.00, which is \$2,747.64 in excess of Reliable's bid. Mustang contends that the bid is based upon wages and benefits below the minimum required by collective bargaining agreements in conformity with section 4(c) of the Service Contract Act and applicable State and Federal laws. Mustang further contends that if, in fact, Reliable has complied with legal minimum requirements for wages and benefits, as well as specified insurance requirements, Reliable could not have allowed any amount for the purchase of supplies or for indirect costs or profit.

The IFB provides for a minimum day shift work force as follows:

"(1) One (1) shift supervisor (shift supervisor may be used as a general custodian).

"(2) Three (3) general custodians.

"(3) One (1) female latrine custodian.

"(4) One (1) male latrine custodian."

The requirements for the swing shift and grave shift are identical to the day shift except that there is a requirement for one less general custodian on the former shifts.

Because the Air Force estimated that the wages under the contract would be \$137,638 and that amount was exclusive of taxes, insurance, supplies, equipment, overhead and profit, the contracting officer requested Reliable to review its bid for error. In response, Reliable submitted a complete breakdown of costs and profit, which disclosed that Mr. Daniel Johnson, the owner of the company, would be the day shift supervisor. At a meeting between Mr. Johnson and the contracting officer, Mr. Johnson stated that he did not intend to perform as the day shift supervisor every day and that when he did so perform it would be without cost. Mr. Johnson said that he would substitute as needed one of two managers employed by the company on an annual salary basis and that there would therefore be no additional cost to Reliable for these supervisors. With regard to supervisory pay suggested by Mustang for the other two shifts, supervisors are not required to receive higher rates than other workers and Mr. Johnson advised that he does not intend to pay higher rates. Mr. Johnson further advised that, since he is the incumbent contractor, he is familiar with the required supplies and equipment and is confident that he has not underestimated those costs.

Since Reliable is performing satisfactorily on other contracts at Travis Air Force Base, has verified its bid price and has furnished a cost breakdown that appears to be realistic, the contracting officer proposes to make award to Reliable.

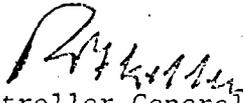
However, Mustang contends that although the explanation offered by Reliable may satisfy the IFB requirement for day shift supervision, it does not satisfy the requirement for three general custodians

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on the day shift. Mustang contends that Reliable has not availed itself of the option of combining the position of supervisor and general custodian in one person. Mustang states that even if we assume that Reliable can competently perform the day shift supervision, there has been no evidence set forth that the third custodian will be provided for this shift as required.

In this regard, Reliable has not indicated that the day shift supervisor will not perform as a general custodian as permitted by the IFB. Therefore, it may very well intend that the supervisor will perform as a general custodian. In any event, when an offeror submits a bid without exception to the IFB, it assumes the obligation to perform in accordance with the IFB. See Ralph B. Black Co., Inc.; The Gardner-Zemke Co., Inc., B-179831, February 4, 1974, 74-1 CPD 50; Cambridge Filter Corporation, B-180948, May 17, 1974, 74-1 CPD 268. Under the circumstances, Reliable is legally obligated to supply the required number of general custodians.

Accordingly, we find no legal objection to the proposed award and the protest is therefore denied.


Deputy Comptroller General
of the United States