

Phillips
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DECISION



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

FILE: B-220574.2

DATE: February 7, 1986

MATTER OF: West Alabama Remodeling, Inc.--Reconsideration

DIGEST:

An irregularity in a bid is material when the irregularity is a variation from the exact requirements of the invitation for bids (IFB); therefore, a bid which fails to acknowledge an IFB amendment that increased a warranty from 15 to 20 years is nonresponsive.

The Naval Facilities Engineering Command (NAVFAC), Department of the Navy, requests reconsideration of our decision in West Alabama Remodeling, Inc., Dec. 26, 1985, 85-2 C.P.D. ¶ _____, in which we sustained a protest against award of a contract to B. F. Carvin Construction Co., Inc. (Carvin), for the replacement of roofing on family housing and other work.

We sustained the protest because we found that Carvin's bid should have been rejected as nonresponsive for failure to acknowledge an amendment to the invitation for bids (IFB) that increased the warranty on the roofing shingles from 15 to 20 years. We indicated that the 5-year increase in warranty was a material change in the IFB because it represented a significant enhancement in the quality of the shingles.

In the request for reconsideration, NAVFAC contends that the 5-year increase in warranty is not a material change in quality. The basis for this contention is that the IFB contains a standard 1-year warranty and that whether a 15- or 20-year warranty accompanies the shingle makes no material difference because NAVFAC would not choose one shingle over another because of the difference in shingle warranty. In the circumstances, NAVFAC contends that Champion Road Machinery International Corp., B-216167, Mar. 1, 1985, 85-1 C.P.D. ¶ 253, cited in the December 26 decision, is distinguishable.


We affirm our prior decision.

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Although the IFB contains a standard 1-year warranty of construction, the warranty is specific that it is "in addition to any other warranties in this contract." The shingle warranty is one of the additional warranties. The amendment to the shingle warranty changed that warranty to require a 20-year guarantee. Although NAVFAC states that the warranty was incidental to the shingle and that it would not have selected one type of shingle over another because of the difference in the warranty period, the fact remains that the warranty was stated in the IFB as a requirement for the shingle and the clause was specifically amended to provide for a 20-year period.

The measure of whether a bid is responsive to an IFB is whether it meets the stated requirements of the IFB. J. D. Bertoline Industries, Inc., B-219791, Aug. 19, 1985, 85-2 C.P.D. ¶ 193. The intentions of the contracting agency unexpressed in the IFB have no bearing upon the responsiveness of the bid. Whether an irregularity in a bid is material depends on whether the irregularity is a variation "from the exact requirements of the invitation." Federal Acquisition Regulation (FAR), 48 C.F.R. § 14.405 (1984). The variation is material when it has more than a trivial or negligible effect on quality. FAR, supra. As we indicated in the December 26 decision, a reduction of 5 years from a 20-year warranty represented a significant reduction in quality.

We disagree with NAVFAC that Champion Road Machinery International Corp., B-216167, supra, is distinguishable from the present case. In both cases, the bidder offered a shorter warranty than was required by the IFB. As we held in the Champion decision, an offer of a shorter warranty than is required by an IFB is a material qualification rendering the bid nonresponsive.

for 
Comptroller General
of the United States