



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Trident Maintenance Inc.

File: B-275891

Date: March 12, 1997

Rudolph G. Vegliante, for the protester.

Sharon J. Chen, Esq., General Services Administration, for the agency.

Guy R. Pietrovito, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

In a sealed bid procurement for janitorial and related services for a federal building, the contracting agency improperly calculated the protester's and awardee's bid prices for estimated quantities of services where the agency treated the firms' prices per 1,000 square feet for certain contract line items as prices per square foot, which had the result of substantially inflating and skewing the firms' total bid prices.

DECISION

Trident Maintenance Inc. protests the award of a contract to Alaska Lee's Inc. under invitation for bids (IFB) No. GS-05P-96-GAC-0274, issued by the General Services Administration (GSA) for janitorial and related services at the Charles A. Halleck Federal Building in Lafayette, Indiana. Trident contends that under a proper bid price calculation its bid is lower priced than Alaska Lee's.

We sustain the protest.

The IFB provided for the award of a contract for janitorial and related services for a base and 4 option years. Building information was provided that informed bidders of, among other things, the building's gross area (51,681 square feet (SF)), occupiable area (24,324 SF), bare office flooring (2,258 SF), and carpeted office area (11,679 SF). The solicitation's schedule of supplies or services and prices requested that bidders provide their price per month for the base and option years to perform the "basic services" and to also provide their prices for various quantities (per 1,000 SF) for some services, and per job, per blind, and per hour for other services) of

specified "other contract services." Bidders were informed by section M that the agency would use the following formula to evaluate bid prices:¹

Basic Services:

Monthly price X 12 \$_____

"(Note: The square footages are divided by 1000. That result will be multiplied by an estimate of the number of times the service might be used. The same will hold true for Blind and Window Washing.)"

Other Contract Services:

Floor Maintenance Services (Office)

Stripping & Refinishing: ____/1000 SF X 2,258 SF \$_____
Stripping & Sealing: ____/1000 SF X 2,258 SF \$_____
Carpet Cleaning: ____/1000 SF X 11,679 SF \$_____

Floor Maintenance Services (Corridors)

Stripping & Refinishing: ____/1000 SF X 5,327 SF \$_____
Stripping & Sealing: ____/1000 SF X 5,327 SF \$_____
Carpet Cleaning: ____/1000 SF X 83 SF \$_____

Scrub and rinse loading docks, platforms, trash rooms, garage ramps, and driveways: ____/1000 SF X 630 SF \$_____

High Cleaning: ____/1000 SF X 0 SF \$_____

Wash Blinds: ____/Blind X 253 Blinds \$_____

Window Washing: ____/Job X 1 Job \$_____

Snow Removal: ____/Hour X 0 Hours \$_____

GSA received six bids by the bid opening date. Trident's and Alaska Lee's provided the following bid prices:²

¹This same formula was repeated for the 4 option years. The total evaluated bid price was the sum of the base year and option year prices.

²We calculate that none of the other bids could be considered low.

	Trident	Alaska Lee's
Basic Services:		
Total Price (base and option years):	\$186,431	\$179,400
Other Contract Services: (base and option years)		
Floor Maintenance Services (Offices)		
Stripping & Refinishing	\$70	.06 SF
Stripping & Sealing	\$70	.06 SF
Carpet Cleaning	\$55	.06 SF
Floor Maintenance Services (Corridors)		
Stripping & Refinishing	\$70	.06 SF
Stripping & Sealing	\$70	.05 SF
Carpet Cleaning	\$55	.06 SF
Scrub and rinse loading docks, etc.	\$50	.04 F
High Cleaning	\$60	.02 SF
Wash Blinds	\$3	\$19
Window Washing	\$225	\$650
Snow Removal	\$40	\$70

In evaluating bid prices, GSA converted Alaska Lee's price per SF to a price per 1,000 SF; for example, Alaska's Lee's bid price of .06 per SF for stripping and refinishing office floors was converted to \$60 per 1,000 SF. GSA then multiplied Trident's and Alaska Lee's bid prices per 1,000 SF for the various floor maintenance services, scrubbing and rinsing of loading docks, and high clearing line items against the solicitation's stated estimated quantities. Using this calculation, GSA determined that Alaska Lee's had submitted the lowest total bid price of \$8,145,935 and that Trident had submitted the second lowest total bid price of \$8,892,890. Award was made to Alaska Lee's, and this protest followed. Performance has been stayed pending our decision in this matter.

Trident contends that GSA misapplied the IFB evaluation formula in calculating the bidders' total bid prices. Specifically, Trident complains that GSA treated Trident's and Alaska Lee's prices per 1,000 SF for the floor maintenance services, scrubbing and rinsing of loading docks, and high clearing line items as prices per SF, which

skewed the calculation of the total bid prices. Trident asserts that under a proper bid price evaluation, its bid price is lower than Alaska Lee's. We agree.

GSA replies that the IFB requested bid prices per 1,000 SF for the floor maintenance services, scrubbing and rinsing of loading docks, and high clearing line items, and that inclusion of the symbol "/" in the formula meant "per." However, GSA does not explain why this required the agency to treat bidders' prices per 1,000 SF as prices per SF in performing the calculation. This resulted in a substantial (1,000 fold) increase in the government's stated estimated quantities for these line items and in a vastly inflated and skewed total bid price.

The IFB did not provide for such a calculation, as the agency suggests; nor would such a calculation be reasonable.³ The only reasonable reading of the solicitation is that in determining the bid prices, bid prices per 1,000 SF for the floor maintenance services, scrubbing and rinsing of loading docks, and high clearing line items would be applied against the appropriate estimated quantities for those services.⁴ In this regard, IFBs whose evaluation schemes do not evaluate bids against the total or actual work to be performed, or a reasonable estimate of the work to be performed, fail to ensure the selection of the lowest cost bidder and are defective. See Southeastern Servs., Inc. and Worldwide Servs., Inc., 56 Comp. Gen. 668 (1977), 77-1 CPD ¶ 390; Chemical Technology, Inc., B-187940, Feb. 22, 1977, 77-1 CPD ¶ 126.

We recalculated Trident's and Alaska Lee's total bid prices by determining a price per SF for the floor maintenance services, scrubbing and rinsing of loading docks, and high clearing line items and multiplying that price per SF against the stated estimated quantities. Based upon our calculation of the firms' bid prices, we find that Trident submitted the lowest total bid price of \$200,053 for the base and 4

³As quoted above, there was a note in the formula stating that "square footages are divided by 1000" and "that result will be multiplied by an estimate." This indecipherable note, which the agency has not sought to explain, provides no support for GSA's calculations.

⁴While the IFB did not specifically identify the mathematical calculation that would be performed to determine what a bidder's price to perform the service would be, a number of different calculations could be performed to properly determine the bidder's total evaluated bid price. For example, bidders' prices per SF could be determined by dividing the bidders' prices per 1,000 SF by 1,000, as the protester suggests, or a bidder's price per 1,000 SF could be multiplied against the product of the stated estimated quantity divided by 1,000.

option years and Alaska Lee's submitted the second low bid price of \$214,624.25.⁵ Based upon this calculation, Trident appears to be entitled to award as bidder submitting the lowest total bid price.

We recommend that the contract awarded to Alaska Lee's be terminated for the convenience of the government and award made to Trident, if that firm is otherwise found eligible for award. We also recommend that Trident be reimbursed its reasonable costs of filing and pursuing the protest. Bid Protest Regulations, section 21.8(d)(1), 61 Fed. Reg. 39039, 39046 (1996) (to be codified at 4 C.F.R. § 21.8(d)(1)). The protester should submit its certified claim for protest costs to GSA within 60 days of receiving this decision. Section 21.8(f)(1), supra.

This protest is sustained.

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⁵This price calculation results in a total, 5-year contract price that is consistent with the total price paid under the incumbent contract for basically the same services. Specifically, the IFB stated that the incumbent contractor was being paid \$3,715.40 per month, which would result in a total contract price of \$222,924 for 5 years.