

**DECISION****THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548****FILE:** B-209918.2**DATE:** June 27, 1983**MATTER OF:** Crimson Enterprises, Inc.**DIGEST:**

Where specifications adequately inform bidders of the Navy's requirements for grounds maintenance service, the fact that they do not detail every aspect of performance does not render them insufficient to permit bidding on an intelligent and equal basis.

Crimson Enterprises, Inc. (Crimson), protests the award of a contract to Yuma W.O.R.C. Center, Inc., under invitation for bids (IFB) No. N62474-82-B-8255 issued by the Department of the Navy for grounds maintenance service at the Yuma, Arizona, Air Station.

Crimson claims that the specifications were too vague to permit bidders to ascertain the actual work which the successful bidder would be required to perform. It states that as the incumbent contractor, it was aware of how the Navy interpreted certain specifications and the work required by those specifications. Specifically, Crimson protests that bidders were precluded from preparing their bids intelligently and based on equal information because the Navy refused to clarify the specifications as requested by questions which Crimson submitted. Crimson alleges that as a result, it was prejudiced because bidders who had not previously performed this contract were unaware of the actual work required and submitted low bids.

We deny the protest.

Subsequent to receiving the IFB, Crimson submitted a number of questions to the Navy. These questions were designed to elicit the exact requirements of contract performance. After some initial hesitation, the Navy responded to each question with an answer or a citation to the bid specifications.

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The Navy also pointed out that there was a prebid conference at which questions could be raised and that bidders were encouraged to perform a site visit.

Crimson alleges that the Navy did not adequately respond to its questions. For example, Crimson complains that the Navy's reference to paragraph 4 of specification 0005 did not respond to its questions concerning the reseeding of previously unplanted areas. Paragraph 4 provides:

"4. SERVICE REQUIREMENTS (SCHEDULED): The level of service shall be compatible with sound horticultural practices in the Yuma area. The contractor shall be responsible for providing healthy and attractive appearance of all lawns, shrubs, plants and trees within and up to the boundary lines of all designated areas. Any items that are damaged or die from neglect shall be replaced in like kind and size by the contractor at no additional cost to the Government.

"Care of lawns shall include routine fertilizing, seeding and watering as necessary to promote and maintain a thick, green, uniform growth of grass. During the grass growing season if bare spots are present or become evident, treatment to abate the cause shall be undertaken and measures to start or substitute new growth up to the boundary lines be initiated. These measures will be continued until the new growth is thick, strong and uniform."

Crimson has not met its burden of affirmatively proving that this specification lacked sufficient clarity to permit bidding on an intelligent and equal basis. See Diesel Electric Sales & Service, Inc., B-206922, July 27, 1982, 82-2 CPD 84. A solicitation is not improper because the specifications do not give the exact details of performance which a contract will require. International Business Investments, B-203168, August 12, 1981, 81-2 CPD 133. Rather, it only is required that the specification be unambiguous and inform bidders of the minimum requirements

of contract performance so that they may bid intelligently and based on equal information. Id. Moreover, where, as here, the specification refers to usage by an established trade, the specification provides an adequate frame of reference on which bidders may prepare their bids. Industrial Maintenance Services, Inc., B-207949, September 29, 1982, 82-2 CPD 296. Thus, we agree with the Navy that its reference to this specification, which states that if bare spots are present, measures to start new growth will be undertaken, in conjunction with the opportunity for a site visit, was sufficient to explain the Navy's requirements.

We have carefully reviewed the other questions which Crimson submitted to the Navy, the Navy's responses and the applicable specifications. We find that with the exception of question 13, the above discussion applies, and it is not necessary for us to respond to each question individually.

Question number 13 involved vandalism to sprinkler heads Crimson had experienced in the prior year's contract which necessitated Crimson replacing the heads. Crimson alleged other bidders were not aware of the magnitude of this cost factor. While the Navy's answer to this question was not responsive, merely citing a line item in the Schedule of Deductions in the event of contractor nonperformance, this is not a sufficient ground on which to require that the contract be canceled. The IFB made it clear that the contractor was responsible for maintenance of the sprinkler system and contractors are not entitled to specifications which permit risk-free bidding. See Industrial Maintenance Service, Inc., supra.

In addition, we note that in response to the IFB, the Navy received eight bids ranging in price from \$218,643 to \$364,000. Although there was a wide range in prices bid, the disparity was not so unusual as to suggest that the bidders did not prepare their bids based on an equal understanding of what the contract required. See Klein-Sieb Advertising and Public Relations, Inc., B-200399, September 28, 1981, 81-2 CPD 251. In addition, the fact that Crimson was the only bidder who questioned the specifications indicates to us that they were not vague.

The protest is denied.

*for* *Milton J. Jordan*  
Comptroller General  
of the United States