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DECISION



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

FILE:

B-217446

DATE: June 27, 1985

MATTER OF:

IBI Security Service, Inc.

DIGEST:

1. Allegation that solicitation for security guard services is ambiguous is denied where agency adequately explains agency needs and performance requirements and protester has not shown that specifications were inadequate for intelligent and equal competition.
2. Protest concerning alleged solicitation impropriety, apparent prior to bid opening, must be filed prior to that date.

IBI Security Service, Inc. (IBI), protests the award of a contract by the Department of the Navy under invitation for bids (IFB) No. 62467-84-B-4782 for guard services at the Naval Air Station, Jacksonville, Florida. IBI contends that the specifications are ambiguous and must be clarified in order to allow a bidder to submit an intelligent bid.

We deny the protest in part and dismiss it in part.

The IFB was for protective guard services to be provided at various locations at the Naval Air Station. According to IBI, the eleventh low bidder, the specifications contain several ambiguities which need to be clarified. First, IBI argues that the IFB is unclear as to the number of guards which are to be included in the roving patrol. The IFB requires the contractor to provide roving patrols and, at various times, the roving patrols are responsible for entry control at certain guard posts normally manned by a guard. IBI argues that the IFB is ambiguous as to whether the manpower required for the roving patrol (paragraph 00005.23) is in addition to that required for entry control (paragraph 00005.21) or part of the entry control requirement.

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Also, IBI complains that the IFB failed to specify whether the contractor would be required to pay "Guard I" or "Guard II" wage rates in performing the contract. In addition, IBI contends that the IFB was ambiguous as to whether Monday-Friday posts were to be manned on federal holidays and that the IFB failed to specify the amount and type of training that the contractor would have to provide its employees. Last, IBI argues that there was not sufficient time to review and assess the price impact of amendment No. 00002.

We find that the protester has not met its burden of affirmatively proving that the specifications lacked sufficient clarity. See Crimson Enterprises, Inc., B-209918.2, June 27, 1983, 83-2 CPD ¶ 24. The alleged ambiguity relating to the roving patrol, in our view, does not exist. Paragraph 00005.23 (ROVING PATROL), in subparagraph (a), clearly states that the roving patrol function requires personnel "in addition to personnel required for other functions (e.g. entry control)" and, as a result, we find IBI's allegation in this regard without merit.

In addition, we do not believe that the agency was required to advise bidders as to whether "Guard I" or "Guard II" employees were necessary for contract performance. Amendment No. 00002 included the Department of Labor's definition of "Guard I" and "Guard II" employees and described the duties and qualifications of the guards in the two categories. See American Mutual Protective Bureau, B-209192, May 3, 1983, 83-1 CPD ¶ 469. However, the Navy indicates that the IFB specifications were written in performance terms with a clear statement of the guard services required and it was left to each bidder to determine how to most efficiently use its personnel to meet contract requirements. A solicitation is not improper because the specifications do not give the exact details of performance which a contract will require and we fail to see how the IFB's failure to specifically detail the number of "Guard I" or "Guard II" employees required rendered the IFB ambiguous. See Operational Support Services, B-215853, Dec. 3, 1984, 84-2 CPD ¶ 607. The IFB adequately explained the agency's needs and the performance requirements and,

based on the record, we are unable to conclude that this information was insufficient to permit equal and intelligent competition.

With respect to IBI's objection concerning the manning of Monday-Friday posts on federal holidays, while we find that the specification could have been more clearly written, we believe that paragraph 00005-21, when read as a whole, is not ambiguous. The paragraph lists for each of the three facilities involved the various posts to be manned, including the manning times, daily hours, and weekly hours. For four of the posts for one facility an asterisk indicates increased manning for weekends, holidays and periods of reduced operations. No similar increased manning requirement is imposed for the other two facilities which contain the Monday-Friday posts. In any event, the government will be receiving the required services and no bidder appears to have been prejudiced given the minimal effect of any other interpretation of the provision.

Also, we find no merit to IBI's argument that it was unable to prepare an intelligent bid because it was not provided adequate time to review amendment No. 00002. Amendment No. 00002 merely added to the IFB two guard posts which were to be manned on weekdays. We note that the Navy indicates 15 of 17 bidders acknowledged the amendment and nothing in the record indicates that any other bidder requested additional time. IBI has not provided any information demonstrating why additional time was required and, under the circumstances, we fail to find any basis for concluding that the time provided for responding to the amendment was insufficient. Military Services, Inc. of Georgia, B-218071, May 21, 1985, 85-1 CPD ¶ 577.

Finally, we dismiss IBI's remaining allegation concerning the alleged failure of the IFB to specify the type and amount of training required by the solicitation. Our Bid Protest Procedures provide that protests of alleged improprieties in a solicitation which are apparent prior to bid opening must be filed in our Office prior to that date. 4 C.F.R. § 21.2(b)(1) (1984). IBI did not raise this issue until its comments on the agency report.

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Accordingly, it is untimely and not for consideration on the merits. Thunderbird Products Corp., B-210111, Jan. 3, 1983, 83-1 CPD ¶ 5.

The protest is denied in part and dismissed in part.

for *Seymour E. Van Cleve*
Harry R. Van Cleve
General Counsel