

DECISION

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

FILE: B-220437.3 **DATE:** April 3, 1986

MATTER OF: Triple P Services, Inc.

DIGEST:

1. Protest will not be dismissed for failure to furnish the contracting officer a copy of the protest 1-day after filing as required by Bid Protest Regulations, where the 1-day delay in doing so did not delay protest proceedings.
2. Where the solicitation for custodial services provided information on the buildings to be cleaned and specifically advised bidders that they were expected to visit the site in order to satisfy themselves regarding all conditions that might affect the cost of contract performance, protest that the specifications should have provided the specific numbers of items to be cleaned is without merit because the contracting agency is not required to draft specifications in order to eliminate the need for site visits.

Triple P Services, Inc. (Triple P) protests the failure of the Department of the Navy (Navy) to provide detailed information regarding the scope of required custodial services under invitation for bids (IFB) No. N62467-85-B-6717, issued by the Naval Air Station, Pensacola, Florida.

The protest is denied.

Preliminarily, the Navy argues that the protest should be dismissed because Triple P failed to provide a copy of the protest to the contracting officer within 1 working day after the protest was filed with us, as required by our Bid Protest Regulations at 4 C.F.R. § 21.1(d) (1985). A protest may be dismissed for failure to comply with this requirement. 4 C.F.R. § 21.1(f).

035026

129526

While the protest was filed in our Office on January 10, 1986, the Navy states that it did not receive a copy of the protest until January 14, 1986, 2 working days later. The agency report was due in our Office by February 19, 1986, and was received on that date. Since the delay in the agency's receipt of its copy was only 1 day and did not result in a delay of the protest proceedings, Triple P's failure to furnish a copy of the protest to the procuring activity within 1 working day after filing in our Office does not require dismissal of the protest. Container Products Corp., B-218556, June 26, 1985, 64 Comp. Gen. ___ 85-1 CPD ¶ 727.

The required custodial services included basic cleaning and servicing restrooms. The IFB's specifications included detailed layout diagrams of the 109 buildings to be serviced, with restrooms designated. The specifications also included charts which identified each building by number and indicated for each building the square footage by types of flooring, the number of rooms, and the level of occupancy and traffic density by congestion codes (high, medium and low). Those buildings with restrooms that had to be cleaned twice daily were clearly identified.

The IFB stated that bidders were urged and expected to inspect the site where services are to be performed, and to satisfy themselves regarding all the conditions that might affect the cost of contract performance. The IFB also advised bidders that, in the Navy's view, it was impractical to determine the exact nature of the work and site conditions under which the work was to be performed without an inspection.

The Navy states that Triple P visited three of the 109 buildings covered by the IFB, but failed to request an inspection of the rest of the buildings. Instead, Triple P requested information that allegedly should have been in the IFB--that is, the population to be served, the square footage of chalk boards to be cleaned, the number of drinking fountains to be cleaned, and the number of sinks, commodes and urinals in restrooms which are required to be cleaned either daily or twice daily. The protester also inquired about the total number of lighting tubes and total length of all lighting fixtures. The Navy states that the request was not made within the time specified in the IFB (at least 15 days prior to bid opening) and that, in any case, the information requested was not data that was readily available.

The responsibility for drafting proper specifications to meet the government's minimum needs is the contracting agency's. In preparing for a procurement, the agency must develop specifications in such a manner as is necessary to achieve full and open competition "with due regard to the nature of the property or services to be acquired."

10 U.S.C.A. § 2305(a)(1) (West Supp. 1985). Where it is not possible to draft exact specifications, the agency is not required to spend great sums of money in order to eliminate the need for site visits by prospective bidders. See Consolidated Maintenance Co., B-196184, Mar. 18, 1980, 80-1 CPD ¶ 210.

In this case, the specifications in conjunction with the layout diagrams and the opportunity for an on-site inspection afforded prospective bidders an adequate basis on which to compete intelligently. The protester has not shown that the agency had the requested information readily available, and there is no question but that it would have been burdensome to compile the information. See Telephonics Corp., B-194110, Jan. 9, 1980, 80-1 CPD ¶ 25. On the other hand, it would seem that custodial services, by their nature, often require computing prices based principally on visual inspections. While computing prices based on such inspections might involve an element of risk, we have recognized that some risk is inherent in most types of contracts, and bidders are expected to allow for that risk in computing their bids. Thus, the mere presence of some risk does not render a solicitation improper. Consolidated Maintenance Co., B-196184, supra.

Furthermore, we note that 20 bidders responded to the IFB, and while Triple P's bid was just over \$9,000,000, five times greater than the government estimate, 17 bids were less than \$2,000,000, and most bids were close to, or below, the government estimate of \$1,447,100. It thus is apparent that other bidders were able to compete on an equal basis, and were not prejudiced by the alleged lack of detailed information.

We therefore find no merit in Triple P's protest that the solicitation failed to provide sufficiently detailed information. The protest is denied.

for 
Harry R. Van Cleve
General Counsel