



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Professional Carpet Service

File: B-222986

Date: July 24, 1986

DIGEST

Where agency needs services covered by protester's mandatory Federal Supply Schedule (FSS) contract as well as non-FSS services that constitute the predominant portion of the work, agency is not acting unreasonably in combining all the requirements for purchase on the open market rather than obtaining some or all of the services from the protester, since the non-FSS services are integral to the services covered by the otherwise mandatory FSS contract and the protester's charges for the non-FSS services are substantially higher than those usually charged on the open market.

DECISION

Professional Carpet Service protests the Department of the Army's decision not to acquire carpet installation services at Fort Belvoir, Virginia, through Professional Carpet's mandatory Federal Supply Schedule (FSS) contract and, instead, to acquire the services on the open market.

We deny the protest.

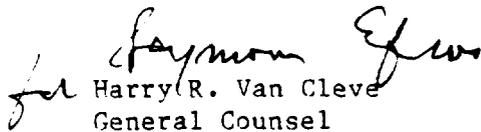
Professional Carpet's FSS contract provides for two prices for carpet installation--one for rooms without furniture and one for rooms with furniture. While the FSS price for moving furniture is included in the overall installation price, certain specific items, such as heavy office equipment, are listed as being excluded from that price. Because the majority of carpet installation at Fort Belvoir would be in rooms that contained office equipment, the Army has determined that the predominant portion of the work involved in installing carpets in these rooms is outside the scope of Professional Carpet's FSS contract. The Army therefore has decided that all its requirements in connection with carpet installation in rooms at Fort Belvoir that contain office equipment--moving the equipment and installing the carpet--should be procured on the open market from a single contractor. Since the amount of the work required generally is less than \$25,000, the Army is using small purchase procedures to obtain the services.

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We find nothing unreasonable in the Army's open-market acquisition of all its carpet installation needs, since the dominant non-FSS portion is integral to the otherwise mandatory FSS portion. The protester has made no argument as to why the Army should have to expend time and effort to have either government personnel or a different contractor move the office equipment in order to utilize the protester's FSS contract. Likewise, a single integrated award cannot reasonably be made to the protester because the record shows that it has furnished estimated charges for moving office equipment that are substantially higher than those usually charged on the open market.

Further, we note that the record indicates the Army is not excluding the protester from providing carpet installation services at Fort Belvoir. To the contrary, the Army specifically states that it has issued and will continue to issue delivery orders to the protester for the installation of carpeting at Fort Belvoir in rooms without furniture or in rooms with furniture covered by the protester's FSS contract.

The protest is denied.


for Harry R. Van Cleave
General Counsel