



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Marketing Services of Virginia
File: B-247863
Date: June 15, 1992

James R. Hinds for the protester.
Adam C. Striegel, Esq., General Services Administration, for
the agency.
James Pecora and James A. Spangenberg, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

A solicitation is not defective for failing to definitively specify the various packaging sizes for tool kits to be delivered for customized assembly when the agency reasonably did not have the requested data and the lack of information will not prevent offerors from competing intelligently and on an equal basis.

DECISION

Marketing Services of Virginia (MSV) protests the terms of request for proposals (RFP) No. 6FEC-F3-91F3AA-N, issued by the General Services Administration (GSA) for customized tool kit assembly. MSV alleges that the RFP is defective because the packaging and palletization requirements are not adequately specified to allow offerors to properly price their proposals.

We deny the protest.

The RFP, issued on December 30, 1991, requested proposals for a requirements service contract for the assembly of customized tool kits on an as-needed basis. The solicitation required the assembly and marking of tool kit components, and the fabrication of foam or plastic inserts. On March 9, 1992, prior to the March 10 closing date for receipt of offers, MSV filed this protest with our Office. The RFP provides generic specifications for packaging and palletizing the customized tool kits, but provides no specific information on packaging sizes and quantities.

MSV contends that it is unreasonable to expect offerors to fairly price packaging and palletization elements of cost when the solicitation fails to definitively specify the

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variety, quantity, and size of the tool kits that would be delivered for assembly.

GSA responds that it has provided offerors with all the information that it possesses regarding packaging and palletizing the tool kits, and that such requirements will obviously be dependent on the various sizes of customized tool kits ordered under the contract. No historical trend data is available on the various sizes of tool kits that may be ordered under this first time contract.

The fact that a solicitation may not provide sufficient detail to eliminate all performance uncertainties and risks does not render the solicitation improper where it nevertheless contains sufficient information for offerors to compete intelligently and on equal terms. International Tech. Corp., B-233742.2, May 24, 1989, 89-1 CPD ¶ 497. There is no requirement that a solicitation be so detailed as to eliminate all performance uncertainties and risks. Aldo Food Servs., B-233697.3, Apr. 25, 1990, 90-1 CPD ¶ 418. Some risk is inherent in most types of contracts, and offerors are expected, when computing their prices, to account for such risk. Id.

In this case, the solicitation stated that tool kit sizes, styles, and services would vary job to job. This uncertainty was to be expected since the eight customers who were mandatory users under the requirements contract had varied needs.¹ A contractor should have reasonably expected these customers would require the customization of a wide variety of types, quantities, and sizes of tool kits. Customized tool kit assembly, by its nature, requires flexibility on the part of the contractor. Aware of the inherent uncertainty of customized tool kit assembly, GSA provided in the solicitation a definition of "tool kit" broad enough to include any "stationary, portable, or mobile boxes, chests, cabinets, tool pouches, retainers, carriers, satchels, carrying cases, belts, and envelope-type tool bags." The solicitation also provided an estimate of the maximum capacity of tool kits expected to be delivered for assembly.

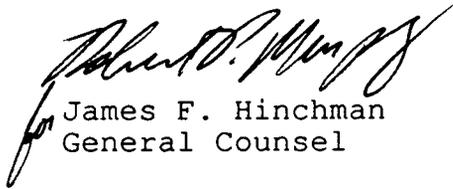
Notwithstanding the uncertainties, we conclude that the solicitation provided offerors with a reasonable indication of what to expect under the contract, and believe that offerors could have reasonably included their packaging and

¹Among the mandatory customers were: the United States Coast Guard, Elizabeth City; the Internal Revenue Service 204311, Atlanta; and the Anniston Army Depot. Fourteen other diverse customers were considering participation in the contract.

palletization costs in their unit pricing for the assembly of the kits. The specifications stated the characteristics of the packaging and palletizing, and the agency reasonably had no information regarding the sizes and quantities of kits that would be ordered. To the extent that some unknown aspects of performance remained, offerors were free to propose pricing that covered that risk.²

Accordingly, we conclude that the solicitation provided sufficient detail for the offerors to intelligently compete on equal terms.

The protest is denied.



James F. Hinchman
General Counsel

²We note that a number of firms submitted proposals without protest. Apparently, these firms found that the solicitation furnished sufficient information to submit an intelligent offer. See International Tech. Corp., supra. Some of these firms expressly reported that the solicitation contained sufficient information regarding packaging and palletization.