



Comptroller General
of the United States

Washington, D.C. 20549

Decision

Matter of: Cobra Technologies, Inc.

File: B-254890

Date: January 24, 1994

Joseph J. Mack for the protester.
Emily C. Hewitt, Esq., and Adele Ross Vine, Esq., General
Services Administration, for the agency.
Jacqueline Maeder, Esq., and John Van Schaik, Esq., Office
of the General Counsel, GAO, participated in the preparation
of the decision.

DIGEST

Protest alleging that invitation for bids (IFB) for facility maintenance services is defective because it does not include an estimate of the hours required to assist tenant moves is denied where the agency has no historical data to use to provide an estimate, and the IFB contains sufficient information for bidders to compete intelligently and on a relatively equal basis; there is no requirement that a solicitation be so detailed as to completely eliminate all performance uncertainties and risks.

DECISION

Cobra Technologies, Inc. protests the terms of invitation for bids (IFB) No. GS-06P-93-GXC-0045, issued by the General Services Administration (GSA) for mechanical maintenance services. Cobra contends that the solicitation requirement for support services for tenant moves into and out of the building is defective because it imposes an unreasonable risk on bidders since insufficient information is provided to permit bidders to submit meaningful bids.

We deny the protest.

The IFB contemplates the award of a contract for a 3-year base period and a 2-year option. The awardee is to provide all administration, management, supervision, labor, materials, supplies, repair parts, tools, and equipment necessary to maintain and repair the newly constructed United States Courthouse in Kansas City, Kansas. The IFB requires contractors to include in their bids prices for support services to assist tenant moves into and out of the building during normal working hours. The support services include: (1) providing access to the facility;

(2) protecting walls and floors from damage; (3) installing padding in elevators; (4) instructing movers on elevator operation; (5) having an electrician available to disconnect and provide electrical hookups; and, (6) repairing walls, elevators, and other surfaces damaged during tenant moves. The IFB also includes separate labor hour line items for overtime work and provides that the contractor is to be paid at those overtime hourly rates for assisting tenant moves after normal working hours.

Cobra objects to the agency's failure to provide an estimate of the hours which may be required to assist tenant moves. The protester argues that the agency should specify a maximum number of hours for this requirement, and that any additional hours over the maximum should be reimbursed at an hourly rate under a separate line item. The protester alleges that without an estimated number of hours, the bids will "not reflect the result of professional estimating, but rather the result of guess work."¹

The agency responds that it could not establish an estimate of the hours that will be required to assist tenant moves because the courthouse is a new building with no history of tenant moves. The agency emphasizes that the contractor is to provide support services only, and is not expected to perform, or even be present for the actual moves. The agency states that providing these support services "is not a daily requirement and is only a small fraction of the overall responsibility of the mechanical maintenance contractor." The agency notes that the IFB requires that support services provided during other than normal working hours will be reimbursed at the overtime hourly rate that is separately bid under another line item.

As a general rule, while offerors must be given sufficient detail in a solicitation to enable them to compete intelligently and on a relatively equal basis, see Hero, Inc., 63 Comp. Gen. 117 (1983), 83-2 CPD ¶ 687, there is no requirement that the solicitation be so detailed as to eliminate all performance uncertainties and risks. RMS Indus., B-248678, Aug. 14, 1992, 92-2 CPD ¶ 109. Some risk is inherent in most types of contracts, and offerors are expected, when computing their prices, to account for such risks and exercise business judgment in preparing their bids. Service Technicians, Inc., B-249329.2, Nov. 12, 1992, 92-2 CPD ¶ 342; Aldo Food Servs., B-233697.3, Apr. 25, 1990, 90-1 CPD ¶ 418.

¹Bid opening was on September 24; five bids were received. Cobra submitted a "no bid."

We do not think that the failure to provide an estimate of the hours required to assist tenant moves prevented bidders from formulating meaningful bids or placed an undue risk on them. First, as the agency states, because the courthouse is a new building, there is no historical data for that building to use to derive an estimate. Second, the IFB describes what is required of the contractor in assisting in tenant moves and places only an incidental burden on the contractor. Indeed, the assistance required by the IFB appears to be a normal function of a building maintenance contractor and asking bidders to estimate and account for it in their bids is not unreasonable. As noted above, the IFB does not require the contractor to actually perform tenant moves, but merely to support those moves by, for instance, providing access to and assistance with the elevators and electrical hookups, and repairing walls and other surfaces damaged during moves. Further, the lack of an estimate affects all bidders equally and the fact that bidders may respond differently in calculating their prices is a matter of business judgment and does not preclude fair competition. Aldo Food Servs., supra. Finally, the fact that five bids were submitted suggests that other contractors had no difficulty preparing their bids without the estimate that the protester alleges is critical.

The protest is denied.

Robert P. Murphy
Robert P. Murphy
for Acting General Counsel