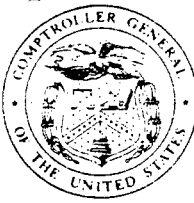


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**DECISION**



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

FILE: B-203748 DATE: July 8, 1981  
MATTER OF: American Marine Decking Systems

**DIGEST:**

1. Possibility of "buy-in" is not ground upon which the validity of award may be protested.
2. Allegation that extension of prior contract gave incumbent unfair competitive advantage, without evidence affirmatively establishing position, is speculative and protester has failed to meet burden of proof.

American Marine Decking Systems (American) protests any award by the Navy to Universal Decking Systems (Universal) under invitation for bids (IFB) No. N00244-81-B-2250 issued by the United States Naval Supply Center, San Diego, California.

American protests on two grounds: (1) Universal's bids for terrazzo and tile are "\* \* \* grossly below the historical average for the same type of work and cannot be accomplished as per specification" and (2) Universal has an unfair competitive advantage resulting from numerous Navy extensions of Universal's previous deck covering requirements contract.

In our view, American's protest is not for our consideration on the merits.

American's first ground of protest is essentially a protest against Universal's "buying-in." We have long held that the possibility of a "buy-in" is not a proper ground upon which to protest. Inter-Con Security Systems, Inc., B-189165, June 15, 1977, 77-1 CPD 434. Even though the practice is discouraged, it is not illegal and the Government cannot withhold or disturb an award merely because the low offer is below cost. See Defense Acquisition Regulation § 1-311 (1976 ed.) and Allied Technology, Inc., B-185866, July 12, 1976, 76-2 CPD 34.

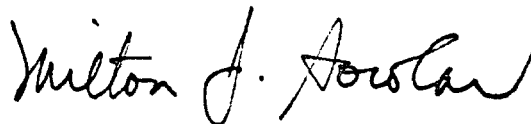
*[Protest of Navy Contract Award]*

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American's second ground of protest, that Navy extensions of the previous contract have given the incumbent (Universal) an unfair competitive advantage, is an unsupported allegation which fails to show how the extensions complained of are prejudicial to bidders of the current procurement. It is American's responsibility to present sufficient evidence to affirmatively establish its position. Phelps Protection System, Inc., B-181148, November 7, 1974, 74-2 CPD 244. In the absence of probative evidence, we must assume that the allegations are speculative and conclude that the protester has failed to meet its burden of proof. Mission Economic Development Association, B-182686, August 2, 1976, 76-2 CPD 105. In this regard, we note that awards are made on the basis of the most advantageous offer and the Government is not required to equalize competitive advantage accruing to a firm as the result of its incumbency. Aerospace Engineering Services Corporation, B-184850, March 9, 1976, 76-1 CPD 164. We only consider protests against the exercise of contract options when it is alleged that the option exercise is contrary to applicable regulations. H.G. Peters & Company, B-183115, September 27, 1976, 76-2 CPD 284.

Accordingly, the protest is denied.



Acting Comptroller General  
of the United States