

DECISION



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

FILE: B-206988

DATE: July 6, 1982

MATTER OF: Custodial Guidance Systems Inc.

DIGEST:

Use of inaccurate specification provisions regarding scope of required janitorial services provides compelling reason to cancel solicitation after bid opening notwithstanding assertion that bidders made site visit during which Government's requirements were accurately stated since 1) there is no evidence that all bidders made site visit, 2) solicitation admonished bidders not to rely on any oral advice provided during visit, and 3) large disparity in bid prices suggests that bidders did not have the same understanding of the Government's requirements.

Custodial Guidance Systems Inc. (Custodial) protests the cancellation of invitation for bids (IFB) 2PPB-DS-19758, issued by the General Services Administration (GSA) for janitorial and elevator operator service at the Federal Office Building in Brooklyn, New York.

Ten bids were received and opened on February 2, 1982. The evaluated prices ranged from \$443,419.98 (submitted by Cycle Building Maintenance) to \$1,291,815.54. When GSA found Cycle to be nonresponsible, Custodial, with a bid price of \$499,456.80, became the apparent low bidder. GSA, however, canceled the IFB because it found that the solicitation did not accurately reflect actual needs and that the disparate bid prices indicated that bidders might not have been bidding on an equal basis. We find GSA's actions to be consistent with applicable regulations and therefore deny the protest.

GSA found that because of the relocation of one agency which had been located in the building, the IFB overstated the need for elevator operators, overstated the amount of occupied floor space by approximately 180,000 square feet, and overstated the frequency of required cleaning because of the conversion of one million square feet from active to inactive storage space.

Although Custodial disputes that any change occurred in required elevator operator services, it does not dispute that the IFB did not accurately indicate the cleaning requirements. Custodial contends, however, that the relocation and conversion occurred before the original IFB was issued, and that because the IFB provided that the cleaning areas specified were only estimates, that the "contractor is responsible for verifying dimensions and quantities," and that "[o]fferors should visit the building and take such other steps as may be reasonably necessary to ascertain the nature and location of the services to be performed," it and other bidders made site visits during which they were informed of the actual requirements. Therefore, Custodial contends, cancellation was unnecessary and improper.

Contracting officers have broad authority to reject all bids and cancel a solicitation. Engineering Research Inc., 56 Comp. Gen. 364 (1977), 77-1 CPD 106. However, because of the adverse effect such a cancellation can have on the competitive bidding system, a compelling reason must exist that warrants the cancellation. Federal Procurement Regulations § 1-2.404-1 (1964 ed.). Although not all specification defects need result in cancellation after opening, cancellation is appropriate if award under deficient specifications would not result in satisfying the Government's needs or if one or more bidders might have been misled. Engineering Research Inc., supra.

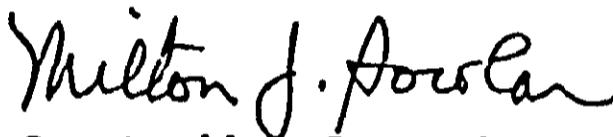
In this case it is clear that the specifications inaccurately portrayed the Government's requirements. While the protester asserts that bidders were made aware of the actual requirements, the record falls short of establishing the validity of that assertion. First of all, Custodial is only in a position to assert that it was not misled because it made a site visit and it was given the accurate information. It has offered no evidence that the other bidders made site visits and were also so informed. The IFB, we point out, did not require site visits; it merely encouraged such visits by placing responsibility on the bidder to discover anything

impacting on its cost of providing the requested services. Second, even if the other bidders were given such oral advice, the solicitation admonished them not to rely on it. The "Visit to the Building" clause expressly stated:

"The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the solicitation, the requirements and specifications, or related documents."

Third, the broad range in bid prices strongly suggests that all bidders may not have had the same understanding of GSA's requirements. Under the circumstances, we cannot conclude that the contracting officer abused his discretion in determining that a compelling reason existed which justified the cancellation.

Accordingly, the protest is denied.



Acting Comptroller General
of the United States