



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: KCA Corporation
File: B-236260
Date: November 27, 1989

DIGEST

1. Solicitation is not deficient for failure to itemize exact equipment to be cleaned under service contract where information contained in solicitation and available during site visits should be sufficient to enable prospective bidders to prepare bids intelligently and on a common basis.
2. Solicitation provisions do not contain conflicting requirements where one provision provides general listing of janitorial supplies to be furnished by contractor, and another section requires the contractor to furnish additional supplies not on the general list; read as a whole, solicitation clearly encompassed requirements set forth in both provisions.
3. Contracting agency properly may structure procurement to impose maximum risk on contractor and minimize the potential burdens on the government.

DECISION

KCA Corporation, the incumbent contractor, protests several alleged deficiencies in invitation for bids (IFB) No. DAKF23-89-B-0056, issued by the Army for dining facility attendant services and full food facility services at Fort Campbell, Kentucky.

We deny the protest.

KCA initially filed an agency-level protest with the Army contending that the solicitation contained numerous deficiencies. The Army responded to that complaint by issuing an amendment clarifying the IFB's work requirements. KCA maintains in its protest here, however, that the amendment did not resolve all the alleged deficiencies.

First, KCA insists that the solicitation is defective for failure to list the equipment to be cleaned by the

contractor in performance of the dining facility attendant services. Without this information, KCA argues, bidders will be unable to calculate the labor effort required to perform these services, and thus will be unable to properly prepare their respective bids.

While, as a general rule, a procuring agency must give sufficiently detailed information in a solicitation to enable bidders to compete intelligently and on a relatively equal basis, Creative Mgmt. Technology, Inc., B-233255, B-233330, Feb. 28, 1989, 89-1 CPD ¶ 217, there is no requirement that the solicitation be so detailed as to eliminate all performance uncertainties and risks. Ameriko Maintenance Co., B-230994, July 22, 1988, 88-2 CPD ¶ 73.

Applying the above standard here, we do not think the solicitation is informationally deficient. The solicitation contains a detailed description of the services to be performed by the contractor, including those services related to maintaining the equipment. For example, the solicitation specifies that the contractor is to clean all refrigeration equipment, freezers and vegetable peeling equipment, as well as all cooking and serving pots, pans and containers used in the preparation and service of food.

Further, and more importantly, the solicitation invites and encourages all bidders to visit the site to inspect and examine all of the equipment. We have recognized that service contracts, by their very nature, often involve the estimation of costs based on visual inspection, and that the resultant presence of some element of risk does not render a solicitation deficient. Triple P Servs., Inc., B-220437.3, Apr. 3, 1986, 86-1 CPD ¶ 318. This being the case, we conclude that the information provided in the solicitation, together with the information available through a site visit, was sufficient to permit prospective bidders, especially KCA as the incumbent contractor, to compete intelligently and on a common basis. See Harris Sys. Int'l, Inc., B-224230, Jan. 9, 1987, 87-1 CPD ¶ 41.

KCA next alleges that the solicitation contains an inconsistency with respect to the furnishing of janitorial supplies. In this regard, KCA points out that one section of the solicitation applicable to the required dining facility attendant services states that the contractor shall furnish all window and floor cleaning supplies. On the other hand, KCA notes, other sections of the solicitation generally setting forth materials to be furnished by the contractor do not state that the contractor is responsible for furnishing these janitorial supplies. KCA views these latter sections as establishing that the contractor will not have to furnish

these window and floor cleaning supplies, and thus as inconsistent with the provisions covering the dining facility services.

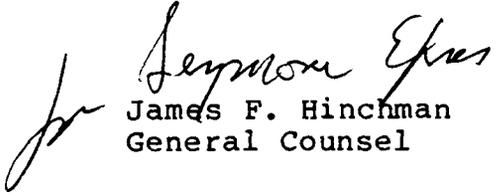
A bidder has an obligation to read an IFB as a whole and in a reasonable manner. See Martin Widerker, Eng'r, B-219872, et al., Nov. 20, 1985, 85-2 CPD ¶ 571. KCA's construction of the IFB does not meet this standard. Rather, we think that, reading the IFB sections in question together, it is clear that the contractor is required to furnish all specified supplies, including the specific window and floor cleaning supplies delineated for the dining facilities. Nowhere does the solicitation provide that the general listing of contractor furnished items, upon which KCA places much emphasis, was intended to be exhaustive, and the only way to give effect to the dining facility requirements is to read the IFB as requiring the contractor to furnish all specified supplies, no matter where set forth in the IFB. Accordingly, we think this is the only reasonable interpretation of the IFB.

Finally, KCA questions the incorporation into the solicitation of standard clause, "Government Property (Fixed-Price Contracts)," Federal Acquisition Regulation (FAR) § 52.245-2, which imposes a strict liability standard upon the contractor for government furnished property (GFP) lost or damaged during the contract term. KCA argues that this provision is overly burdensome because it requires the contractor to assume the risk of damage or loss without regard to contractor fault. KCA maintains that here, since the property to be furnished will not be removed from the government installation, the contracting officer should have exercised the discretion afforded by FAR § 45.202-3, under which he may, in these circumstances, opt to limit the liability of contractors to loss or damage resulting from the contractor's improper actions.

We find no basis for objecting to the agency's approach regarding liability for GFP. We have previously sanctioned agencies' determinations to impose such maximum risks on contractors, thereby limiting the burdens on the government. Tracor Jitro, Inc., B-220139, Dec. 24, 1985, 85-2 CPD ¶ 710. The Army's actions here were consistent with these past decisions. Further, while FAR § 45.202-3 permits the contracting offices to limit the contractor's liability, it does not require him to do so; there thus is nothing improper in the contracting officer's decision not to limit the contractor's risk in this fashion. Moreover, given the

fact that several firms have submitted bids under this IFB, there is no evidence suggesting that this clause was so burdensome as to preclude competition. Id.

The protest is denied.


James F. Hinchman
General Counsel