



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Aldo Food Services

File: B-233697.3

Date: April 25, 1990

Guillermo Alvarez, for the protester.
Herbert F. Kelley, Esq., Department of the Army, for the agency.
Barbara Timmerman, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that solicitation is defective for failing to provide historical data on missing or damaged government furnished equipment and supplies is denied where agency does not have the requested data and this lack of information will not prevent offerors from competing intelligently and on an equal basis.

DECISION

Aldo Food Services, Inc., protests the terms of request for proposals (RFP) No. DABT51-88-R-0187, issued by the Department of the Army for dining facility services at Fort Bliss, Texas. Aldo alleges that the RFP is defective because it does not contain sufficient information to allow offerors to properly price their proposals.

We deny the protest.

The solicitation was issued on September 30, 1988. Amendment 007 extended the date for receipt of proposals to January 31, 1990. On January 25, Aldo filed a protest with our Office contending that the RFP was defective because it failed to provide information necessary to price several contract line items. Specifically Aldo contends that since the solicitation provides that any discrepancies, damage or deficiencies noted in inventories of government furnished facilities and equipment are subject to reimbursement by the contractor, the agency should provide historical data on contractor reimbursement to the government in order to allow the offerors to make the proper allowance for expected chargebacks. Aldo similarly requests historical data on

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lost or damaged dining facility supplies since the contractor is also responsible for replacing these items. Aldo asserts that the agency is required by Army regulations to maintain this information.

The agency states that it does not possess the historical data requested by the protester. Upon receipt of Aldo's protest, it issued a clarification to all offerors explaining that the data requested by Aldo does not exist and also issued an amendment clarifying the procedures for the initial joint inventory of government furnished facilities, property and equipment. The Army states that the regulation cited by Aldo as requiring that records on the loss of government facilities and equipment be kept was rescinded in 1989 and that the subsistence inventory conducted monthly does not produce data on supply losses unless a break-in or theft is reported.

Since Aldo has not responded to the agency's assertion that it is no longer required to keep an historical inventory on the losses and that it does not do so and since there is no evidence in the record to the contrary, we have no reason to question the agency position that it does not possess the data. In any case, while offerors must be given sufficient detail in a solicitation to enable them to compete intelligently and on a relatively equal basis, there is no requirement that the solicitation be so detailed as to eliminate all performance uncertainties and risks. AAA Eng'g & Drafting, Inc., B-236034, Oct. 31, 1989, 89-2 CPD ¶ 404. Some risk is inherent in most types of contracts, and offerors are expected, when computing their prices, to account for such risk. American Maid Maintenance, 67 Comp. Gen. 3 (1987), 87-2 CPD ¶ 326. We do not think that the RFP's failure to provide historical data on missing or damaged government furnished equipment and supplies places an undue risk on the contractor in these circumstances. The risk of loss or damage occurring during the performance of the food service contract here is, we think, sufficiently within the realm of normal business experience that asking contractors to estimate and account for it is not unreasonable. Further, the lack of that information affects all offerors equally and the fact that offerors may respond differently in calculating their prices is a matter of business judgment and does not preclude fair competition. Id.

The protest is denied.


James F. Hinchman
General Counsel