



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Mark Dunning Industries, Inc.

File: B-243757

Date: August 22, 1991

Mark Dunning for the protester.
Marilyn Walter Johnson, Esq., and Paul M. Fisher, Esq.,
Department of the Navy, for the agency.
Sylvia Schatz, Esq., and John M. Melody, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

Protest by incumbent contractor that solicitation for military family housing grounds maintenance is defective for failing to provide historical data or anticipated estimates with regard to several services to be performed under the contract is denied, where the information contained in the solicitation in conjunction with the information available to prospective bidders through site visits is sufficient to permit bidders, using their expertise, to adequately estimate the cost of performing the services and thus to compete intelligently and on an equal basis.

DECISION

Mark Dunning Industries, Inc. (MDI) protests the terms of invitation for bids (IFB) NO. N62467-91-B-4006, a total small business set-aside, issued by the Department of the Navy for military family housing grounds maintenance at the Naval Weapons Station, Charleston, South Carolina. MDI, the incumbent contractor, principally contends that certain provisions in the IFB are defective because they lack sufficient information regarding the services to be performed.

We deny the protest.

The IFB, which solicits bids on a combination firm-fixed-price and indefinite quantity contract for a base year plus 1 option year, is a follow-on to a contract for similar services and supplies that the protester is currently performing. The solicitation requires the contractor to furnish all labor, supervision, equipment, and materials necessary to provide grounds maintenance, including the collection and disposal of trash and litter, special trash

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collection (cans), and lawn maintenance. One portion of the bid schedule consists of line items of fixed-price work, the total price of which is to be based on the addition of required unit prices multiplied by corresponding estimates (the number of times a task is to be performed, multiplied by, for example, the number of road miles or acres to be covered in performing the task). Another portion of the schedule requires unit and extended prices for estimated amounts of different indefinite quantity items; these are not part of the total contract price, but may be ordered as required. The solicitation includes a "maintenance requirements" schedule, which explains how often each of the fixed-price work items are to be performed each month, and an "estimated quantities for maintenance" schedule, which divides the area to be maintained into 12 parcels, lists the acreage of each parcel, and provides estimated quantities of the work required for each fixed-price item to be performed within each parcel. The IFB urges bidders to inspect the site to satisfy themselves as to all conditions that might affect the cost of contract performance.

At bid opening, the Navy received and opened 13 bids. MDI did not submit a bid, but filed this protest with our Office 1 day before bid opening, alleging that certain provisions in the solicitation are defective. The principal thrust of the protest is that the agency has furnished inadequate information in the IFB to enable bidders to bid intelligently and on an equal basis. For example, MDI claims that the specification entitled "trash and litter collection and disposal," which includes removal and disposal of fallen tree limbs of a specified dimension and collection of pruning debris from the roadside at military quarters, is defective because it fails to include either an estimate of the agency's future expectations as to the quantity of pruning debris and tree limbs to be removed, or historical data in this regard. MDI similarly argues that the specification requiring bare and eroded parts of the lawn in five high visibility areas to be seeded and watered "as necessary" during dry spells is inadequate, because it fails to inform bidders of the weather conditions in the Charleston area and of the frequency with which these tasks have been performed in the past. MDI maintains that the lack of information places it at a competitive disadvantage as the incumbent, because prospective bidders unfamiliar with the quantity of work to be performed will bid lower prices than MDI. MDI requests that, as an alternative to providing more information, the agency amend the IFB to include these services in the indefinite quantity section of the solicitation.

A procuring agency must provide sufficient information in a solicitation to enable bidders to compete intelligently and on a relatively equal basis. Harris Sys. Int'l, Inc., B-224230, Jan. 9, 1987, 87-1 CPD ¶ 41. There is no requirement, however, that an IFB be so detailed as to eliminate all performance uncertainties and risks. Tumpane Servs. Corp., B-242221, Apr. 12, 1991, 70 Comp. Gen. ____, 91-1 CPD ¶ 369. In this regard, bids for service contracts, by their very nature, often require the computation of prices based on visual inspections, and the presence of some element of risk does not mean that fair competition is precluded or that a solicitation is improper. Ronald E. Borello, B-232609, Jan. 11, 1989, 89-1 CPD ¶ 28.

We find that the IFB here includes adequate information. The solicitation includes a detailed description of the area designated for collection and removal of litter and trash, detailed maps for each of the 12 parcels of land, an estimated acreage of each parcel, and a schedule indicating the frequency with which litter and trash are required to be collected. The bid schedule limits all litter and trash collection to specified total acreages and miles, and excludes from the scope of the fixed price portion of the contract the collection of all large tree limbs, specifically, limbs that are more than 3 inches in diameter and 20 feet in length. In other words, the nature of the tasks and the areas covered are clearly described in the IFB.

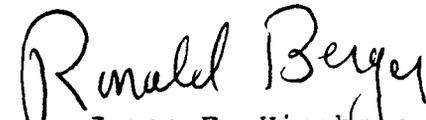
While we might agree that additional information on "trash and litter collection and disposal" could be warranted in the face of extraordinary conditions of which prospective bidders may be unaware that could lead to an unpredictable, significant increase in the amount of work really required, this is not the case here. MDI has not indicated that as the incumbent it experienced unusual circumstances that would warrant a conclusion that the IFB as issued will mislead prospective bidders to offer unreasonably low prices. In fact, the Army states that residents of the housing covered by the contract perform very little pruning and that, as a result, there is not a significant amount of pruning debris to remove. Given the information provided, we see no reason why a prospective bidder would not be able to use its business acumen and the site visit to reasonably accurately determine the effort required. See Ronald E. Borello, B-232609, supra (where solicitation for maintenance services contains information on the area to be maintained, and bidders are advised to complete a site visit, it is not necessary for the specifications to mention specific quantities). In reaching this conclusion, we note that 13 bids were received (other than MDI's), and that no other bidder questioned the terms of the solicitation.

There similarly is no basis for finding that weather information had to be provided concerning seeding and watering the high visibility areas of the lawn. The solicitation provides detailed information with regard to the areas required to be seeded and watered, and information as to the weather conditions in the Charleston area is generally available to the public.

We also find no basis for requiring the Navy to include the tasks in question in the indefinite quantity section of the solicitation. The determination of the government's minimum needs and the best method of accommodating them is primarily the procuring agency's responsibility; our Office will not question that determination unless it is unreasonable. Bean Dredging Corp., B-239952, Oct. 12, 1990, 90-2 CPD ¶ 286. As indicated, we consider the information furnished in the IFB sufficient to enable prospective bidders to compete intelligently and on an equal basis. That is, the premise on which MDI's argument is based--that the quantities are so indefinite that a comparison of bidders' fixed prices will prejudice MDI--is incorrect.

The protester raises numerous additional arguments which are without merit. For example, MDI argues that the requirement for the removal of all special trash containers (cans) should be omitted because there are no such containers on the base. The agency states, however, that although these containers are not currently on the premises they have been ordered and will be in place for the follow-on contract. MDI also argues that the requirement that the contractor remove all debris from pipes is defective because it does not identify the length and location of all pipes that require cleaning. The agency has responded to this alleged lack of specificity by issuing an amendment which provides that approximately 10 blockages a year are required to be cleaned; MDI does not argue that this corrective action is inadequate. See Constantine N. Polites & Co., B-239389, Aug. 16, 1990, 90-2 CPD ¶ 132.

The protest is denied.


James F. Hinchman
General Counsel