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Gorczycki



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: International Resources Corporation

File: B-248050.3

Date: February 16, 1993

Robert M. Cambridge, Esq., for the protester.
Lester Edelman, Esq., Department of the Army, for the agency.
Henry J. Gorczycki, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest by an incumbent contractor that the solicitation does not present adequate information to permit offerors to compete is denied where the solicitation provides sufficiently detailed information on the agency's anticipated requirements to enable offerors to intelligently prepare an offer on relatively equal terms.

DECISION

International Resources Corporation (IRC) protests the issuance of request for proposals (RFP) No. DACA31-92-R-0055 by the Department of the Army, Corps of Engineers, for custodial services at Fort Belvoir, Virginia. IRC is the incumbent contractor. IRC argues that the information provided in the RFP is not adequate to permit competition on an equal basis.

We deny the protest.

The Army issued the RFP on February 12, 1992, contemplating award of a firm, fixed-price contract for 1 year with three option years. The RFP requested unit prices for a variety of schedule items on a square footage basis, and included a detailed statement of work describing the tasks to be performed under the contract, charts identifying square footage for each building and the frequency with which each task was to be performed in each building, and maps illustrating the floor plans for each building. Subsequent to issuing the RFP, the Army incorporated into the RFP its responses to numerous questions regarding the procurement from prospective offerors. The closing date for receipt of initial proposals was postponed by various amendments to August 14, 1992.

On August 13, IRC, the incumbent contractor,¹ filed a protest with our Office asserting that, in response to several questions from prospective offerors regarding the historical cost of these services, the Army provided conflicting and inaccurate answers. The Army took corrective action in response to this protest by preparing an amendment to correct its prior responses. This amendment provided the following information for the combined amount of IRC's two contracts for the base years and two option years:

"PERIOD	GOVERNMENT INVOICED	GOVERNMENT DISBURSED
2 May 90 - 1 May 91	\$1,986,000	\$1,986,000
2 May 91 - 1 May 92	\$2,077,000	\$2,077,000
2 May 92 - 30 Jun 92	\$ 392,000	\$ 392,000

In addition to the preceding dollar amounts, the following disputed amount has been invoiced by the incumbent contractor for the period indicated:

PERIOD	DISPUTED AMOUNT
May 91 - Apr 92	\$889,000."

Prior to issuing the amendment, the Army sent to IRC by facsimile a draft of the amendment and requested IRC's comments. According to the Army, IRC did not respond and the amendment was issued. On September 21, the Army notified us of the amendment and that, as of that date, IRC had not stated any objection to the text of the amendment. We found that the amendment responded to IRC's basis for protest and dismissed the protest as academic on September 23.

On October 5, IRC renewed its protest, alleging that the amendment had not resolved the basis for protest because the Army's answer understated the cost of the prior contracts for the base year. IRC asserts that the RFP does not allow all offerors to compete on a fair and equal basis because it "does not include specific information on the mix of area types to be serviced," and thus the offerors, other than IRC, "have no better way to estimate their own costs than to make inferences" from the allegedly misstated historical cost listed in the amendment.

Generally, an agency must provide sufficiently detailed information, either through the solicitation or otherwise,

¹The Army previously satisfied this requirement under two separate contracts. IRC was the incumbent contractor under both contracts.

to enable offerors to compete intelligently and on relatively equal terms. Hero, Inc., 63 Comp. Gen. 117 (1983), 83-2 CPD ¶ 687; Holmes & Narver Servs., Inc., B-242240, Apr. 15, 1991, 91-1 CPD ¶ 373. Here, we find that the RFP provided sufficiently detailed information to allow offerors to compete intelligently and on a relatively equal basis.

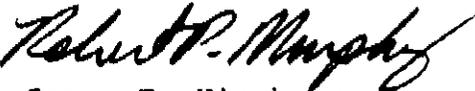
The RFP provided every prospective offeror with detailed descriptions of each task to be performed under the contract. These tasks included services such as sweeping and dusting floors, vacuuming carpets, cleaning and servicing restrooms, dusting, cleaning stairs and landings, and washing windows. The RFP listed the frequency with which each task would be performed in each building, e.g., two times per week, once a month, and once per year, and specified the square footage of each building. The RFP also provided maps illustrating the layout of each floor in each building. Since IRC neither challenges the estimates nor the other work description requirements in the RFP, we find that the detailed information regarding the Army's current requirements contained in the RFP was adequate to permit prospective offerors to apply their own cost data to the requirements described by the RFP and calculate an offer price with which it could compete intelligently and on an equal basis with all other offerors.

In any case, the record before our Office shows that even if the Army's statement of the base year costs of the prior contracts incorporated into the RFP is in error, this error should not materially influence the preparation of offers. First, it is clear that the current requirements and estimates should guide offerors in preparing their offers more than the historical cost figures. See generally Hero, Inc., supra; Klein-Sieb Advertising and Pub. Rel., Inc., B-200399, Sept. 28, 1981, 81-2 CPD ¶ 251. It is also notable that IRC only claims that the incumbent contracts' 1990 and 1991 base period figures are understated. IRC does not assert that the Army's cost figures for the option periods are understated; to the extent the historical cost figures are relevant to this RFP, the cost figures for the most recent periods of performance--which are not said to be understated--would presumably be most relevant to prospective offerors. Finally, our review of the invoices and other documentation submitted by IRC to support its alleged historical cost figures reveals no significant difference between the total cost of the prior contracts.²

²IRC prepared a summary of the invoiced prices which contained numerous errors. Our calculation of the invoice costs shows that the Army's stated figures are actually within 2 percent of the total of IRC's submitted invoices.

In sum, we find the RFP has provided sufficient (and not misleading) information to allow offerors to submit proposals intelligently and on a relatively equal basis.

The protest is denied.³


for James F. Hinchman
General Counsel

³In its protest letter, IRC also alleged that the Army failed to reflect a wage determination in the historical cost figures. The Army, in its report on this protest, fully explained and defended its position on this issue. In its comments on this agency report, IRC did not address this issue. Under the circumstances, we consider IRC to have abandoned this issue and will not consider it here. Hampton Roads Leasing, Inc., 71 Comp. Gen. 90 (1991), 91-2 CPD ¶ 490.