



Comptroller General
of the United States

3291813

Washington, D.C. 20548

Decision

Matter of: Clifford La Tourelle

File: B-257368.2

Date: October 19, 1994

Clifford La Tourelle for the protester, Allen W. Smith, Department of Agriculture, for the agency. David Hasfurther, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that solicitation is defective because it is based on faulty estimates is denied where the estimates were reasonably based on the most current information available to the agency.
2. Enforcement of solicitation housing requirements during contract performance is a matter involving contract administration which is not for review by the General Accounting Office.

DECISION

Clifford La Tourelle protests as defective invitation for bids (IFB) No. R10-03-94-04, issued by the Forest Service as a small business set-aside to obtain pre-commercial thinning of timber on four items, each consisting of groupings of land tracts (subitems) in the Tongass National Forest. The protester essentially contends that the estimates the Forest Service are using are inaccurate and will result in a flawed competition. The protester also argues that the IFB standards for employee on-site housing are not sufficiently clear. The protester requests that the IFB be canceled and resolicited after appropriate revisions to the IFB.

We deny the protest.

The protester argues that the agency's estimates of the cost of the work to be performed is faulty because agency personnel relied on photo computer technology rather than combining this with actual field surveys of the land tracts

involved and, as a result, inaccurately estimated the production rates applicable to each land tract. The production rates are the agency's internal estimates of the cost of performing the required tree thinning.

According to the protester, because the estimates are defective the agency will not be able to determine if the bid prices received on this solicitation are reasonable and whether the bidder's price for the work is sufficient to permit the bidder to successfully perform the work. The protester also asserts that few bidders have sufficient resources to continue performance without sufficient and timely progress payments and that the progress payments made on the basis of the government production rates will be too low to allow a contractor to perform adequately and will result in contract default.

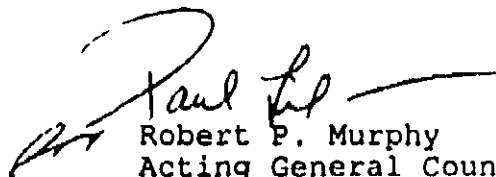
The agency reports that its production rate estimates, which were not part of the IFB and were not released to bidders prior to bid opening, are based on a variety of factors, and include the labor and expertise needed; the limited windows of opportunity to accomplish the work (due to growth and weather); and historic costs. The agency states that its rates are based on the same information--maps and diagrams of the acreage which show the contour and configuration of the tracts; the location of roads, streams, and shorelines; locations of no-thin wildlife corridors; and the type of timber--contained in the IFB. The agency contends that its production rates represent reasonable estimates of performance costs.

We have no basis to conclude that the solicitation is defective. The agency reports that the IFB provided bidders with basically the same information it used in computing its production rates, which was the most current information available. It furnished maps and diagrams of the acreage and other information which describes the conditions to be encountered. The protester does not contend that the bidders did not have enough information from which to compute their bid prices. While solicitations must contain sufficient information to enable bidders to compete intelligently and on a relatively equal basis, this does not mean that all risk--sometimes even substantial risk--need be eliminated from contract performance. Tucson Mobilephone, Inc., B-250389, Jan. 29, 1993, 93-1 CPD ¶ 79. Although, the protester speculates that bidders will underestimate the work required and submit unreasonably low bids which will lead to contract performance problems, we see nothing in the IFB which will cause this result. Further, on this record, we have no reason to question the production rates developed by the agency for use in determining the reasonableness of the bids.

The protester also asserts that the standards in the IFB which establish the employee on-site housing to be provided by the contractor(s) are not sufficiently concrete to permit bidders to understand what will be required of them and to permit enforcement by the agency.

Under the IFB, contractors are required to provide housing with adequate heat for the weather conditions, or to protect workers from the cold by other means. Sanitary conditions for storing food are required. Sheltered toilet facilities are to be provided in such a manner that is appropriate for the camp location. The method for garbage disposal is addressed. Also, rules are listed for choosing the location of a camp and for maintaining the camp. A trauma kit must be maintained at each camp, and the contractor and crew foremen must have a workable knowledge of first aid. Finally, emergency evacuation/action plan must be in place by the time the first camp is established or the first field visit. We think these housing/camp requirements are stated with sufficient clarity. The issue of the agency's enforcement of these requirements during contract performance and, thus, whether the contract will be performed in accordance with its terms is a matter of contract administration which is not for review by our Office. Laser Diode, Inc., B-249990, Dec. 29, 1992, 93-1 CPD ¶ 18.

The protest is denied.


Robert P. Murphy
Acting General Counsel