

Protest of)	Date: December 29, 1987
)
CONTINENTAL TRANSFORMER)
SERVICES, INC.)
)
Solicitation No. 059991-87-A-0280) P.S. Protest No. 87-120

DECISION

unavailable

Continental Transformer Services, Inc. (Continental), protests the terms of Solicitation No. 059991-87-A-0280 for electrical switchgear maintenance at thirteen postal facilities within San Diego County, CA. The protester contends that its representatives were not allowed an adequate opportunity to visit and inspect the various worksites before bid opening and that site inspections were necessary for it to submit a competitive bid.

Invitation for Bids (IFB) No. 059991-87-A-0280 was issued by the Procurement and Materiel Management Service Office, Bell, CA, September 11, 1987, with an offer due date of October 8, 1987, extended to October 15 by Amendment A01. The IFB sought bids for the inspection, testing and maintenance of electrical switchgears at the thirteen postal facilities. The IFB specifications list the name and address of each facility, the type of maintenance to be performed, the equipment to be serviced, its location, and the name and telephone number of a postal official to be contacted at each facility. Section 1.2 of the specifications provides:

It shall be the contractor's responsibility to completely inform himself (themselves) as to the existing electrical system at each facility. The United States Postal Service will provide available data, but the contractor will verify its accuracy and completeness.

The solicitation further states, in Section D - Delivery & Performance, that all work requiring power shut-down would be scheduled for weekends or holidays.

Continental filed its protest in a letter to the contracting officer received October 13, 1987.^{1/} After the contracting officer, on October 14, denied the protest as obviously without merit under Postal Contracting Manual (PCM) 2-407.8 e., Continental asked that its protest be referred to this office pursuant to PCM 2-407.8 d.(4). In that October

^{1/}Bids were opened on October 15 as scheduled. Continental submitted the highest of the eleven bids received.

16 letter, Continental states that it requested a "job walk" prior to bid opening, but postal representatives advised that site inspections were not considered necessary, and that its bid should be based on the specifications. The protester urges that the denial of access to the worksites prevented it from submitting a competitive bid in response to the IFB. It contends that the specifications should have included a listing of the primary and secondary voltages at each facility if job walks were, and should have stated who will be responsible for power outages at each facility.

In his report to this office, the contracting officer concedes that Continental was initially advised that an inspection of the job sites was not necessary, but points out that, on October 9, he notified Continental that each site would be made available for inspection on the 13th or 14th of October. Each facility would be contacted and appointments would be made for Continental's visits. Continental rejected this arrangement. The contracting officer further contends that the terms of the specification are adequate and define the type of service to be provided, as well as the specific equipment to be serviced. He states that the specification had been used successfully in past solicitations for the same services, and that Continental was the only firm that objected to the specifications or requested an inspection of the job sites. Adequate competition was received, as reflected by the eleven bids.

Two bidders, Power Technology, Inc. (Power), and Winick Corporation (Winick) submitted comments in response to the protest. Power states that a pre-bid site inspection for a project of this scope is not common industry practice, and also notes that an inspection in this instance was not necessary since the specifications define the specific equipment to be serviced. It states that a listing of the primary voltages is not necessary since the only service to be required on the primary switchgear is a thermographic survey, and that all secondary voltages are listed in the specifications. Winick asserts that a site inspection was neither necessary nor feasible because of the "dollar size" of the project. It states that all bidders were subject to the same specifications, and that the protest should have been filed earlier.

In letters filed subsequent to its protest, Continental contends that the Postal Service should have provided a qualified postal employee to assist it in an inspection of each facility. It also states that it included additional cost in its bid because of unknown factors which could have been resolved if it had been able to inspect the work sites with a postal official familiar with the electrical equipment at each facility.

Discussion

There is no obligation in every procurement to provide unlimited access to facilities for the purpose of site visitations. Integrity Management International, Inc., Comp. Gen. Dec. B-213574, April 19, 1984, 84-1 CPD & 449. A procuring agency is not required to remove every uncertainty from every prospective offeror's mind. Security Assistance Forces & Equipment International, Inc., Comp. Gen. Dec. B-199366, February 6, 1981, 81-1 CPD & 71, aff'd on reconsideration, Comp. Gen. Dec. B-199366.2, March 17, 1981, 81-1 CPD & 199. The contracting officer offered to make the work sites available for Continental's inspection, but Continental declined, demanding a technical representative to accompany it and answer any questions arising during the course of the inspection. The contracting officer's offer fulfilled any obligation of site availability.

Paragraph 3 of the Solicitation Instructions and Conditions provides an avenue for obtaining explanations of the work requirements:

EXPLANATION TO OFFERORS Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

Continental was not entitled to assistance greater than that offered by the contracting officer and the solicitation instructions. Its failure to take advantage of either undermines the claim of unfair treatment. Of the eleven bidders, only Continental requested a job site inspection.

The propriety of a particular procurement is not judged on whether every potential offeror is included; the test is whether reasonable prices were obtained through adequate competition, unless there is evidence that the procuring activity consciously attempted to exclude a possible competitor. J. Fiorito Leasing, Ltd., P.S. Protest No. 87-8, April 23, 1987; Adams-Keleher, Inc., Comp. Gen. Dec. B-213452, March 6, 1984, 84-1 CPD & 273.

In this instance, eleven competitively priced bids were received, including Continental's high bid. On this basis, we cannot say that competition was inhibited. Cf. Adams-Keleher, Inc., supra. In addition, the record does not support, nor does the protester allege, that the denial of access was a deliberate attempt to exclude it from competition.

The protester's assertions that the terms of the specifications are insufficient (i.e., that primary and secondary voltages should have been given) are also unpersuasive. The secondary voltages, as well as precise equipment to be serviced, are listed in the specifications. Any deficiencies perceived by Continental should have been the subject of a written request for explanation as discussed above.

Concerning Continental's inquiry as to the responsibility for power outages, the solicitation states that all work requiring power shutdown would be scheduled for weekends or holidays. Again, only the protester raised any objections or inquiries in this regard.

We have reviewed the specifications, and we agree with the contracting officer that its terms are sufficient. Continental has not shown that the specifications complained of are clearly unreasonable or that it was treated unfairly with respect to its request to inspect the thirteen facilities. Accordingly, the protest must be denied. Cf. Safety First Systems, Ltd., et al., P.S. Protest No. 87-88, October 19, 1987.

The protest is denied.

[Norman Menegat for:]

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Office of Contracts and Property Law

[checked against original JLS 3/22/93]