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Weiskopf

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-201482

DATE: March 17, 1981

MATTER OF: Broken Lance Enterprises, Inc.

DIGEST:

While Service Contract Act minimum wage determination requires successor contractor to furnish its employees fringe benefits at least equal to those to which predecessor contractor's employees were entitled under collective bargaining agreement, contracting agency is not required to disclose to bidders incumbent contractor's employees' lengths of service for use to establish anticipated costs of performing contract if those employees are hired by successor.

[Protest of Army

Broken Lance Enterprises, Inc. protests the Army's refusal to postpone bid opening under invitation for bids No. DABT35-81-B-0009 (for custodial services at certain Fort Dix medical facilities), and to disclose the lengths of service of the incumbent contractor's employees at the job site. Broken Lance Enterprises asserts that the invitation's prevailing wage rate determination issued pursuant to the Service Contract Act of 1965, 41 U.S.C. § 351 et seq. (1976), requires any successor contractor to furnish its employees at least the paid vacation and sick leave fringe benefits to which the predecessor's employees were entitled under their collective bargaining agreement. The protester, which evidently expects to hire the predecessor's employees if awarded the new contract, argues that the incumbent contractor therefore possesses an unfair advantage over other bidders because it knows its employees' lengths of service and consequently can better anticipate the cost of performing the contract.

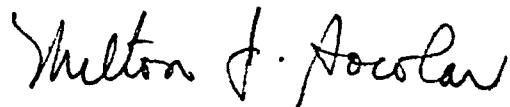
We deny the protest because there is no legal requirement that the agency disclose the information the protester seeks. See B-175764(2), July 14, 1972.

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Moreover, the Service Contract Act of 1965 does not require a successor to hire its predecessor's work force; rather, the successor is free to select its own employees. The Act merely requires that successor contractors pay their employees at least the wages and fringe benefits to which the service employees would have been entitled had they been employed under the predecessor contract, as well as any prospective wage and fringe benefit increases provided for in a collective bargaining agreement to which they would have been entitled had they been so employed, if such prospective increases were the result of arm's-length negotiations. Trinity Services, Inc. v. Marshall, 593 F.2d 1250, 1260-1261 (D.C. Cir. 1978).

Moreover, a minimum wage determination is not a guarantee that a bidder can employ a work force at those rates or with the predecessor's fringe benefits. It is the bidder's responsibility to project its costs and to include in the basic contract price a factor to cover any projected increases in costs resulting from the contractor's having to maintain a work force and meet minimum wage standards. Some risk is inherent in the process, and bidders are expected to allow for that risk in computing their bids. See Suburban Industrial Maintenance Co., B-190588, March 6, 1978, 78-1 CPD 173.

The protest is denied.



Acting Comptroller General
of the United States