



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: J&D Maintenance and Services

File: B-248120

Date: August 3, 1992

E.J. Crowell for the protester.
Ivor F. Thomas, Esq., for Service Technicians, Inc., an interested party.
Marilyn Johnson, Esq., and Paul M. Fisher, Esq., Department of the Navy, for the agency.
Robert C. Arsenoff, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that apparent low bidder had an unfair competitive advantage in preparing its bid as the result of special knowledge about the agency's requirements for grounds maintenance in base housing areas because it was the incumbent contractor for these areas under a housing maintenance contract is denied; the record discloses that the government accorded the proposed awardee no special advantage and the protester submitted a lower bid for maintenance services in the areas in question.

DECISION

J&D Maintenance and Services protests the proposed award of a contract to Service Technicians, Inc. (STI) under invitation for bids (IFB) No. N62467-91-B-2424, issued by the Department of the Navy for grounds maintenance services at the Naval Air Station, Cecil Field, Florida. J&D argues that STI had an improper competitive advantage in preparing its bid because it alone had special knowledge concerning a portion of the overall grounds maintenance requirements covered by the IFB since those areas are presently covered by STI's housing maintenance contract with the Navy.

We deny the protest.

The IFB was issued on February 18, 1992, contemplating a grounds maintenance contract for all areas of Cecil Field. It represented a consolidation of grounds maintenance requirements which have been met through two separate contracts. STI presently holds a housing maintenance

contract which includes grounds maintenance in designated base housing areas, while another contract existed for grounds maintenance for other areas of the base.

The bidding schedule required the pricing of two types of grounds maintenance services: (1) those to be performed on a regular basis throughout the year (e.g., grass cutting, plant and shrub pruning, cultivation and fertilization) at seven different "maintenance levels" depending upon which area of the base was involved; and (2) specific grounds maintenance tasks which could be ordered on an "as needed" basis by the Navy without regard to geographic location (e.g., tree pruning, ditch cleaning, vegetation removal, mulching). The total price for both types of services was used to evaluate competing bids.

Seven bids were received by the March 24 opening date. STI submitted the apparent low bid at \$363,725; the protester was the next-low bidder with a price of \$373,887.40. The government estimate was \$360,157.17.¹ The Navy proposes to make an award to STI but award has been stayed pending the resolution of this protest; the Navy states that it will, when the present consolidated contract is awarded, partially terminate STI's present housing maintenance contract (which expires on September 30) to the extent that it covers grounds maintenance in the housing areas.

The protester contends that STI's bid should be disqualified since, as a result of its unique knowledge that the IFB covered certain requirements presently being met through its housing maintenance contract (which would be partially terminated when a contract under the IFB was awarded), the firm had an improper "advantage to offer a low bid."

In order to disqualify a firm's bid because of an alleged competitive advantage, the record must show that a specific advantage was accorded to the bidder and that to the extent such an advantage exists, it must result from preferential or unfair action by the government. I.T.S Corp., B-243223, July 15, 1991, 91-2 CPD ¶ 55; Food Servs., Inc., B-222578, July 24, 1986, 86-2 CPD ¶ 106.

STI enjoyed no competitive advantage in formulating its bid as suggested by the protester. The regular grounds maintenance duties for the base housing areas--for which J&D claims that the firm had special knowledge of as the

¹Regular maintenance in the housing areas under STI's current contract accounts for \$24,330.24 of this estimate and special orders account for \$450, for a total of \$24,780.24.

base-wide maintenance duties which were to be performed on a year-round basis at "Maintenance Level I." Bidders submitted a single monthly unit price for all Maintenance Level I duties and the protester's price for this line item was in fact significantly lower than STI's price for the same item, thus belying the protester's theory that the incumbent's special knowledge of the agency's maintenance requirements for the housing areas enabled the firm to submit a low bid. Moreover, whatever the results of bidding on this item were, there is no suggestion in the record that knowledge of how previous requirements in the housing areas had been satisfied would aid in the formulation of a lower bid since the solicitation contained a description of the relatively routine Maintenance Level I services and estimates of the areas to be covered. Finally, there is no indication that any such information could have been supplied as the result of improper government action.

In view of the fact that the record does not support J&D's contention that STI enjoyed a competitive advantage in the protested procurement, the protest is denied. Food Servs., Inc., supra.


for James F. Hinchman
General Counsel