

DECISION

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

119477

FILE: B-207968**DATE:** September 20, 1982**MATTER OF:** John Bransby Productions, Ltd.**DIGEST:**

GAO has no basis to object to the usage estimates set forth in the solicitation by the procuring agency where they are based on the best available information, which reasonably reflects the Government's anticipated needs.

John Bransby Productions, Ltd. (Bransby), protests against any award under request for proposals (RFP) No. DAAH01-82-R-A342 issued by the Army for pictorial services. Bransby contends that the Army's estimated quantities for certain types of services set forth in the RFP substantially exceed the quantities estimated by Bransby based on its knowledge as the incumbent contractor. The Army reports that the RFP quantities are based on the best information available. We find that the protest is without merit.

The RFP's schedule requires a fixed price per unit for all items listed in the schedule. Bransby states that the primary cost of performance is labor; therefore, the estimated quantity given in the RFP is critical to the price proposed. Bransby notes that if the estimates are wrong, the successful offeror may be entitled to an equitable adjustment; however, Bransby is concerned that Bransby, as the incumbent, would be charged with knowledge that the estimates are erroneous, thus foreclosing an equitable adjustment for Bransby. Bransby concludes that it must propose prices based on its knowledge, which reflects that the anticipated work will be significantly less than the estimates stated in the RFP, forcing Bransby to propose higher unit costs than other offerors.

By raising questions in the preproposal conference and later submitting written questions, Bransby tried to convince the Army to revise the RFP estimates and to communicate its concerns about the estimates to other

potential offerors. Bransby also tried to convince the Army that a service-type contract (with a fixed price per month) would be better than the requirements-type contract contemplated in the RFP. Bransby's efforts failed to get the Army to change the contemplated contract type or to change the RFP's estimates but Bransby succeeded in getting the Army to raise the minimum monthly guarantee from \$5,000 to \$10,000, eliminating some of Bransby's concerns.

In response, the Army reports that the best judgment of Army procurement personnel, based on an informal user survey of projected needs, is that the RFP's disclosed estimates represent the Army's actual anticipated needs during the contract period. The Army explains that the recent data relied on by the protester to support a reduction of the RFP's estimates resulted from a temporary condition, which should not result in the reduction anticipated by the protester during the period of performance covered by the RFP. Specifically, the Army arrived at the figures used in the RFP by (1) ascertaining the amount of such services procured by category during calendar year 1981, (2) reducing these numbers by 25 percent based on a user survey, and (3) further reducing the resultant figures by one-twelfth to reflect the 11-month contract term.

In reviewing protests concerning usage estimates in solicitations, we are concerned with whether the estimates are based on the best information available and, thus, are reasonably accurate representation of actual anticipated needs. See, e.g., Technology/Scientific Services, Inc., B-198252, November 28, 1980, 80-2 CPD 397, and cases cited therein. Here, the Army has disclosed precisely how the RFP's estimates were arrived at and the manner and reasons for such computation. Thus, the dispute between the protester and the Army is essentially that Bransby thinks that it has better information than the Army. Based on the record, Bransby has not persuaded us that the Army's judgment of its needs (based on the best information available) is incorrect. Further, we have no objection to the requirements-type contract contemplated by the RFP for this work because, in the circumstances, there is no basis to conclude that the Army abused its discretion in selecting that type of contract. See National Chemical Laboratories of Pa., Inc., 55 Comp. Gen. 1226 (1976), 76-1 CPD 421.

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The protest is denied.

for: Harry R. Cain & Co.
Comptroller General
of the United States