

*Silphodis*

**DECISION**



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

**FILE:** B-220799.2

**DATE:** January 21, 1986

**MATTER OF:** Renaissance Exchange Inc.

**DIGEST:**

An IFB's estimated quantities of meals to be served under a requirements contract need not be absolutely correct, but must be reasonably accurate representations of anticipated actual needs. GAO will not sustain a challenge to the estimates unless the protester shows they are not based on the best information available or otherwise are deficient.

Renaissance Exchange Inc. (Renaissance) protests that the estimates of meals to be served are defective in invitation for bids (IFB) No. F42650-85-B-3235, issued by the Department of the Air Force, Ogden Air Logistics Center, for food services at Hill Air Force Base, Utah for a 9 month period and four 1-year options.

We deny the protest.

Under the IFB, a contractor is paid a fixed monthly payment to cover the majority of fixed costs, plus a variable monthly payment, computed by multiplying the actual meals served each month and the unit meal price, to cover variable costs and profit. If the actual number of meals served varies by stated percentages from the estimated number of meals in a calendar quarter, the price paid to the contractor is adjusted in accordance with a formula outlined in the IFB.

Renaissance, the incumbent contractor, contends that the IFB's meal count estimates are too high and do not comply with historical meal counts. In particular, Renaissance argues that the historical meal counts at the Airmen's Dining Hall (where these services are to be performed) for October through December of fiscal years 1982-1984 are 8 percent to 23.5 percent less than the IFB's estimates for the corresponding quarter of the contract year and each option year. According to Renaissance, government estimates of meal counts in its current contract have also exceeded actual counts. Renaissance contends that estimates which are higher than historical estimates encourage the submission of unbalanced bids, and provide no assurance that

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award will be made to the bidder offering the lowest cost to the government, even if no bidders submit unbalanced bids.

When an agency solicits bids for a requirements contract on the basis of estimated quantities, as here, the agency must base its estimates on the best information available. There is no requirement, however, that the estimates be absolutely correct. Rather, the estimated quantities must be reasonably accurate representations of anticipated actual needs. Ace Van & Storage Co., et al., B-213885, et al., July 27, 1984, 84-2 C.P.D. ¶ 120. It is the protester's burden to establish that the stated estimates are not based on the best information available or otherwise are deficient. Richard M. Walsh Associates, Inc., B-216730, May 31, 1985, 85-1 C.P.D. ¶ 621.

The Air Force explains that the IFB's meal count estimates were derived from its historical meal counts from June 1983 to June 1984, when the regular Airmen's Dining Hall was used. The regular hall was closed for repairs from June 1984 to September 1985, and therefore actual figures for that period were not considered the best information on which to base the government estimate. According to the Air Force, in arriving at the meal estimates incorporated in the IFB, it considered that the June 1983 to June 1984 figures were uncharacteristically low due to the closure of 2 airmen dormitories. Moreover, the final estimates took into account the demand for additional meals occasioned by the recent opening of 2 airmen's dormitories, the completion of a new 480 man dormitory early in the period covered by the IFB, the attractiveness of a newly renovated Airmen's Dining Hall, and trends in temporary deployments, permanent departures and new arrivals. While Renaissance's alleged performance experience might indicate a downward trend in total requirements, these other factors could change this trend.

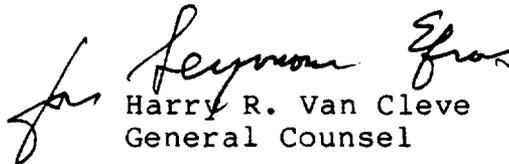
In attempting to show the Air Force has not relied upon the best information, Renaissance particularly notes an erroneous statement of the contracting officer made in defending the protest that the fiscal year 1984 October to December dates could not be relied upon because the temporary dining hall was being utilized in these months. Since the Airmen's Dining Hall was used in those months and since the Air Force did in fact rely upon fiscal year 1984 data (October to December 1983) in making its IFB estimate, it is apparent the Air Force confused the fiscal and calendar years in making this argument. However, this does not change the fact that the Air Force relied on all available information, including actual meal counts under

Renaissance's contract, at the time it formulated its estimates for the IFB.

Also, Renaissance has furnished its historical meal count data which varies from the official Air Force records. Renaissance's figures are in some cases lower and in some cases higher than the Air Force figures. In any case, the Air Force meal count figures are not consistently higher than Renaissance's figures, even for the October to December periods. Therefore, it is unnecessary to resolve the inexplicable difference between the parties' meal count estimates.

Based on the foregoing, Renaissance has not shown that the Air Force did not use the best information available in formulating its IFB estimates or that the estimates are deficient. Consequently, we have no basis to conclude that the IFB estimates preclude a reasonable determination that an award to the lowest bidder will result in the lowest cost to the government. See Space Services International Corp., B-207888.4 et al., Dec. 13, 1982, 82-2 C.P.D. ¶ 525.

The protest is denied.

for  
Harry R. Van Cleve  
General Counsel