

Ascroft



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Buckeye Pacific Corporation
File: B-229582.9
Date: March 21, 1988

DIGEST

Protest questioning the reasonableness of a contracting agency's decision to use requirements contracting in lieu of multiple definite quantity procurements is denied where the same arguments concerning the same solicitation were raised in a recent protest and found to be without merit and protester presents no additional arguments or evidence which warrant changing the prior decision.

DECISION

Buckeye Pacific Corporation protests the award of any contract under request for proposals (RFP) No. DLA720-88-R-0001, issued by the Defense Construction Supply Center (DCSC) to supply its annual needs of specified plywood items. Buckeye maintains that DCSC's decision to use a requirements contract format is unreasonable. We deny the protest.

The RFP contemplates one or more annual requirements contracts for specified award groups of plywood products in each of five designated geographic zones. Prices are based on two components: a "base price" determined by reference to a weekly trade journal called Random Lengths Lumber and Plywood Market Reporting Service; and a series of fixed-price "factors" submitted by offerors which represent the charges to be made for delivery to any destination in a zone (separately stated for large and small orders), for optional services that may be ordered under the contract, and for any increase or decrease in an item price that an offeror chooses to submit. The solicitation provides estimated quantities for each item solicited, broken down into domestic and overseas requirements on a zone-by-zone basis. While the precise quantities and destinations for any given delivery order to be placed under resultant requirements contracts

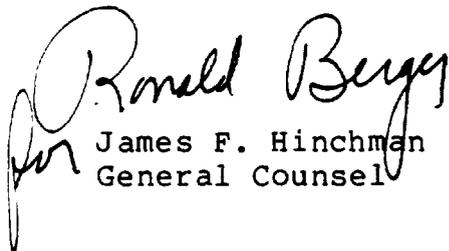
041660

are not (and cannot be) known, an amendment to the RFP contains detailed ordering data for the prior year which sets forth the size and specific destination of each DCSC plywood requisition on an item-by-item basis.

The protester initially raised three points with regard to the solicitation.^{1/} First, it argues that the RFP's lack of precise quantities and destinations might result in offerors using excessively expensive pricing strategies. Second, the protester insists that the findings of a 1975 audit report by our Office, which was critical of DCSC's use of local requirements contracts for lumber in the early 1970's, require cancellation of the present RFP. Third, the protester maintains that the use of requirements contracting will have an adverse effect on small business competition.

Each of the points raised was considered in our recent decision denying four protests involving the same solicitation. Jewett-Cameron Lumber Corp., et al., B-229582 et al., Mar. 15, 1988, 88-1 CPD ¶ ____. We held that the protesters had not provided us with a legal basis sufficient to question the reasonableness of the agency's decision to use requirements contracting in the manner proposed. Here, the protester has not presented any additional arguments or evidence which warrant changing our prior decision.

The protest is denied.


James F. Hinchman
General Counsel

^{1/} In comments on the agency report on the protest, the protester also criticizes the use of Random Lengths to establish contract base prices, speculating that the index might be manipulated by large scale plywood producers. We do not consider issues which are raised for the first time in comments on an agency report when they could have been raised in the initial protest. American Science and Engineering, Inc., B-225161.2, Mar. 5, 1987, 87-1 CPD ¶ 252.