



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: AAA Engineering & Drafting, Inc.
File: B-236034
Date: October 31, 1989

DIGEST

1. Protest that solicitation's estimated number of files to be stored under contract is inaccurate and that solicitation thus is defective is denied where record indicates estimate was based on the best information available, and solicitation provided information in addition to estimate that should have been sufficient to permit intelligent price calculation on an equal basis.
2. While contracting agency generally must give offerors sufficiently detailed information in solicitation to enable them to compete intelligently and on a relatively equal basis, a solicitation is not deficient where the statement of work reasonably describes and estimates work, even though it does not eliminate all performance uncertainties and risks or provide the same detailed knowledge as possessed by the incumbent.

DECISION

AAA Engineering & Drafting, Inc., the incumbent contractor, protests various specifications as defective under request for proposals (RFP) F34601-90-R-09800, issued by the Air Force for overflow services connected with the preparation, processing, and storage of technical orders.

We deny the protest.

Technical orders are the specifications used by the agency to operate, maintain, and store Air Force equipment. The solicitation generally requires the successful contractor to incorporate data changes and revisions into existing technical orders, prepare copy suitable for printing (known as direct-image reproducibles or negatives), and store, process, and maintain various files associated with the technical orders. The solicitation contemplates award of a firm, fixed-price, requirements contract to the technically

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acceptable, responsible offeror whose proposal represents the low aggregate price on all items in the schedule of work, which provided estimated quantities for the various tasks and requested unit prices.

AAA Engineering essentially argues that various areas of the solicitation provide inaccurate or inadequate information, which precludes intelligent pricing of offers and competition on an equal basis.

As a general rule, a procuring agency must give sufficient detail in a solicitation to enable offerors to compete intelligently and on a relatively equal basis. Hero, Inc., 63 Comp. Gen. 117 (1983), 83-2 CPD ¶ 687. Where estimates are provided in a solicitation, there is no requirement that they be absolutely correct; rather, they must be based on the best information available and present a reasonably accurate representation of the agency's anticipated actual needs. DSP, Inc., B-220062, Jan. 15, 1986, 86-1 CPD ¶ 43. In addition, there is no legal requirement that a solicitation be so detailed as to eliminate all performance uncertainties; such perfection, while desirable, is manifestly impractical in some procurements, and the mere presence of a risk factor does not render a solicitation improper. Benco Contract Servs., B-233748, Feb. 24, 1989, 89-1 CPD ¶ 205. Rather, offerors properly may be left to exercise some business judgment in preparing their proposals. Petchem, Inc., B-233006, Feb. 8, 1989, 89-1 CPD ¶ 126.

The protester first complains that the solicitation, as amended, inaccurately indicates the number of technical order files to be maintained and stored. The RFP requests a monthly price for maintaining and storing files; the agency estimated at the pre-proposal conference, the minutes of which were incorporated into an amendment to the solicitation, that this would involve files for a total of 3,000 technical order titles. The protester alleges that this estimate is inaccurate because as the current incumbent it has been required to maintain approximately 14,000 direct-image reproducible copy files, 14,000 negative-image files, and 11,000 historical files on the technical orders.

AAA Engineering's argument that the Air Force estimate is understated is based on the mistaken premise that the agency estimate is for the total number of files to be stored. However, the agency's statement that the "best estimate at this time is 3,000," was made in response to the question, "how many technical orders will be maintained by the contractor." It is clear, then, we think, that the estimate in question was for technical orders rather than files. In fact, the agency does not dispute the protester's

estimates on the total number of files to be stored or the protester's statement that one technical order may include a number of files. Since the protester is comparing estimates based on unlike terms, i.e., the total number of files versus the technical order titles associated with those files, we have no basis for questioning the estimate in this regard.

Further, we think the solicitation read as a whole provides sufficient information on file storage for the pricing of offers in this regard. The statement of work (SOW) specifies the minimum storage requirements for the negative/reproducible files and historical files in terms of the number of containers to be provided by the government and the number of square feet required. While the protester may prefer information on file storage in a different format, i.e., total number of files to be stored, it is apparent from the record that the information does not exist in that form. (The protester itself acknowledges that its figures are only estimates and that an accurate count of the files would require approximately 1 week of work by several employees.) Under these circumstances, where the estimates were based on the best information reasonably available, and the information as to the amount of necessary storage space indeed provided a reasonable basis for calculating a monthly price, the solicitation was not deficient in this regard.

The protester also complains that the RFP does not address the necessity for merging and collating--i.e., the replacement of old reproducibles and negatives with new direct-image reproducibles or negatives--into the stored files after printing when material is generated by a third party prime contractor. The protester considers this merge function essential for the maintenance and storage of the file system in a manageable form, which makes possible the timely performance of other contract requirements. The protester is concerned that it could be prejudiced by the failure to clearly set forth the requirement in the RFP because other offerors unfamiliar with the true extent of the work might not include the function in the calculation of their offered prices.

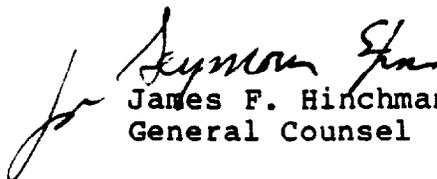
Of course, AAA Engineering, as the incumbent, has more specific, detailed knowledge of precisely what will be involved in performance of the contract than other, non-incumbent offerors. However, a solicitation is not defective merely because it does not impart to other offerors the same detailed knowledge possessed by the incumbent; indeed, it would not be feasible to include such extensive information in the solicitation. Rather, as indicated in the standard set forth above, the solicitation

indicated in the standard set forth above, the solicitation need only be sufficiently detailed to permit intelligent preparation of offers and equal competition.

Although merging into the files incoming material from a third party contractor after printing is not specifically identified as a performance requirement, the SOW does generally provide that the files shall be kept in a manner easily accessible and maintainable by the government at the conclusion of the contract. While obviously not as specific as the knowledge possessed by the incumbent, we think this general requirement is sufficient to put other offerors-- firms that are familiar with performing the kind of work covered by this RFP--on notice that they will be responsible for performing even unspecified tasks, including merging, necessary to keep the files accessible and maintainable. The protester has not explained why other experienced offerors would not be expected to recognize that merging and collating are necessary to keep the files easily accessible and maintainable by the government, as required by the solicitation.

We have also reviewed the protester's other allegations concerning the solicitation and likewise find them to be without merit. AAA Engineering essentially seeks to have the solicitation restructured to eliminate any risk to the contractor. For example, the protester requests that the solicitation include more detailed information on historical workloads for certain tasks even though the agency reports that such information is not reasonably available. Again, however, estimates need only be based on the best information available, see DSP, Inc., B-220062, supra, and solicitation provisions are not objectionable merely because they fail to account for every eventuality, and thus may expose the contractor to some risk. Ameriko Maintenance Co., B-224087, Dec. 19, 1986, 86-2 CPD ¶ 686. Here, based upon our review of the solicitation, we conclude that potential offerors were placed on sufficient notice of what would be expected of them during contract performance, and could reasonably take account of any uncertainties or risks in preparing their offers. See Benco Contract Servs., B-233748, supra.

The protest is denied.


James F. Hinchman
General Counsel