



The Comptroller General  
of the United States

Washington, D.C. 20548

Lieberman

## Decision

**Matter of:** Telephonics  
**File:** B-235991  
**Date:** August 25, 1989

### DIGEST

1. Protest that competition for a requirement added by amendment to a solicitation was improperly limited to offerors which had previously submitted initial proposals is rendered academic by agency cancellation of the requirement in question and resolicitation on an unrestricted basis.
2. General Accounting Office will not consider protest allegation that a company is entitled to a sole-source award for a requirement which it asserts was encompassed under a prior contract where the requirement was not ordered because of limited funding, and the prior contract has expired.

### DECISION

Telephonics protests request for proposals (RFP) No. CS-89-023, issued by the United States Customs Service (Customs), Department of the Treasury. Telephonics contends that Customs improperly amended the solicitation by adding a restrictive requirement for services pertaining to the Customs National Aviation Center (CNAC), which falls within the scope of an existing contract which had been awarded to Telephonics. We dismiss the protest.

The RFP was issued on December 30, 1988, for software development and operational support for the Customs C3I (Command, Control, Communications and Intelligence) System, which is used by Customs and the Coast Guard to coordinate drug interdiction activities. The RFP contemplated multiple awards, one of which was for operation and maintenance (O&M) of the C3I system. After the competitive range had been determined for the O&M award, Customs amended the solicitation to add a requirement for integration of the C3I system at the CNAC. The amendment provided that only firms which had submitted initial proposals for the O&M contract were eligible to revise their proposals to compete for the CNAC integration requirement.

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Telephonics had not submitted an offer under the original solicitation. When Telephonics learned that the RFP had been amended, Telephonics filed an agency-level protest and, subsequently, a protest to our Office, alleging that the CNAC integration requirement is within the scope of an existing contract which Customs had awarded to Telephonics. Telephonics asserted that Customs had improperly restricted competition for the CNAC integration effort by limiting competition to those firms which had already submitted initial proposals for the O&M award under the RFP. Telephonics also asserted that, at the request of Customs, it had submitted a proposal for a sole-source award of the CNAC integration effort, which it believes Customs may have used to help in formulating the requirements under the amendment at issue.

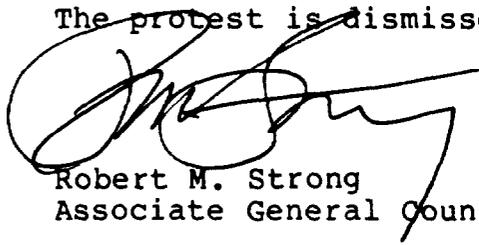
In response to Telephonics' protest, Customs determined that competition for the CNAC integration requirement should not have been limited to the O&M offerors. Accordingly, Customs canceled the CNAC integration requirement under the RFP. Customs has issued a Commerce Business Daily synopsis of the CNAC integration requirement announcing that it will be procured under a separate solicitation, under which Telephonics is eligible to compete. Customs asserts that these actions have rendered Telephonics' protest academic. This is correct with respect to Telephonics' allegation that the competition was improperly restricted to offerors which had submitted O&M proposals, and to its assertion that Customs may have used Telephonics' material in formulating the integration requirement under the amendment. See Astronautics Corp. of America, B-229812 et al., Mar. 25, 1988, 88-1 CPD ¶ 307.

In response to the agency report, Telephonics contends that it is entitled to award of the CNAC integration requirement because the requirement was encompassed under its prior contract. However, the prior contract which was awarded to Telephonics expired on June 30, 1989. The CNAC integration services were not, in fact, ordered under that contract, apparently due to funding limitations. Since the services were not ordered, and the contract has expired, Telephonics is not entitled to any further award under that contract. Id. Further, to the extent that Telephonics is arguing that since the CNAC integration requirement falls within the scope of its prior award, the requirement should have been filled under that contract, the dispute is a matter of contract administration, which is the responsibility of the procuring agency, and is not for consideration under our bid

protest function. Allied Painting & Decorating Co.--Request for Reconsideration, B-231042.2, May 25, 1988, 88-1 CPD ¶ 502; Educational Computer Corp., B-221276, Mar. 7, 1986, 86-1 CPD ¶ 230.

To the extent that Telephonics contends that it should be awarded a sole-source contract for the CNAC integration requirement, since the objective of our bid protest function is to insure full and open competition for government contracts, our Office generally will not consider a protest that an agency should procure an item from a particular firm on a sole-source basis. Colt Indus. Inc., B-235589 et al., 89-1 CPD ¶ 519; Malzahn Co., B-225813, June 5, 1987, 87-1 CPD ¶ 574. Here, we find no basis to consider Telephonics contention that it should be awarded a sole-source contract in order to redress what Telephonics believes to be the inequities of Customs' conduct of the procurement.

The protest is dismissed.



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