



Comptroller General  
of the United States

Washington, D.C. 20548

89-2 CPD 499 PR

## Decision

**Matter of:** Amdahl Corporation  
**File:** B-236318  
**Date:** November 27, 1989

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### DIGEST

Protest is denied where record supports agency determination that intelligence-related uses of certain computer equipment place that equipment within the scope of an existing requirements contract to support a multi-agency intelligence system, notwithstanding protester's unsupported assertions that the determination was incorrect and that a separate procurement should have been conducted.

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### DECISION

Amdahl Corporation, protests the placement of a delivery order by the Defense Communications Agency (DCA) for an IBM Corporation 3090-180E central processing unit and related maintenance services under requirements contract No. MDA908-88-D-9277, awarded to IBM by the Defense Intelligence Agency (DIA). The protester argues that DCA's requirements are outside the scope of the DIA contract.

We deny the protest.

The "scope of contract" clause under the DIA contract provides as follows:

"This requirements contract is for the acquisition of Automatic Data Processing Equipment (ADPE) to meet the functional needs of elements of the Department of Defense

Intelligence Information System (DODIIS).<sup>1/</sup>  
The requirements include central processing units, processor and memory upgrades, peripherals, delivery and installation, support assistance, maintenance and documentation."

Prior to placing the order under the DIA contract, DCA on July 27, 1988, issued request for proposals (RFP) No. DCA100-88-R-0069 for its mainframe computer needs. The RFP was issued on a "brand name or equal" basis listing equipment manufactured by IBM, Amdahl and National Advanced Systems. Following the issuance of several amendments which in part constituted agency attempts to respond to the concerns of some potential offerors who argued that the specifications were overly restrictive and favored IBM, the RFP was canceled on November 7. At that time, Amdahl was informed that the agency was "reconsidering the requirement."

Approximately 2 months later, on January 30, 1989, DCA submitted a purchase request to DIA to satisfy its ADPE needs under the DIA requirements contract. According to DCA, it will use the processor in support of its Joint Data Systems Support Center. The Associate Director of the Center states that, the subject central processing equipment would be used as part of the "Department of Defense Intelligence Information System (DODIIS) as defined by JCS Publication 1, June 1, 1987." The equipment was delivered on June 1 and installed on July 1.

Amdahl generally contends that the cancellation of the RFP and the subsequent placement of a delivery order under the IBM contract constituted a concerted effort on the part of DCA and DIA to avoid a separate competition of the ADPE requirements in question. While not disputing DIA's authority to contract for DODIIS requirements, and recognizing that not all DODIIS activities are confined to DIA, Amdahl specifically argues that the contract in question was misused because DCA is not part of DODIIS and because its requirements here--which were originally the subject of an

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<sup>1/</sup> DODIIS is the aggregation of Department of Defense personnel, procedures, equipment, computer programs and supporting communications equipment that support the preparation and presentation of intelligence and intelligence information to military commanders and national-level decisionmakers. Joint Chiefs of Staff (JCS) Publication 1, June 1, 1987.

unclassified RFP--could not later be properly satisfied by placing an order for them under a contract which the protester alleges to be a vehicle for classified procurements.

The protester, in essence, argues that DODIIS is made up of DIA and intelligence services of which DCA is not a part. As indicated earlier, the operating definition of that intelligence system derives from JCS Publication 1, dated June 1, 1987, and is not organized on a simple agency-by-agency (or component-by-component) basis as suggested by Amdahl. Rather, DODIIS is defined on a functional basis as the aggregation of all personnel, procedures, equipment, computer programs and supporting communications that support the preparation and presentation of intelligence and intelligence information to military commanders and national-level decisionmakers.

While indicating that not all of DCA's functions fall within the scope of DODIIS, DIA reports that a number of DCA's functions do fall within the definition of that intelligence system. As to the specific computer equipment that was ordered, the agency reports that it will be used to perform DCA mission activities relating to the production and dissemination of intelligence. Included among these, DIA lists the development of the Nuclear Weapons Employment Policy, the analysis of projected missile routes targeted at domestic communications installations, tactical analyses of hypothetical fighter aircraft and analyses related to the Strategic Defense Initiative.

Amdahl merely contends that it "does not believe that DCA is a part of DODIIS." In view of the broad functional definition of DODIIS and the essentially unrebutted record of intelligence-related functions which DCA will perform using the computer equipment in question, we are presented with no basis for concluding that DCA's requirements exceeded the scope of the DIA contract so as to require a separately-competed procurement as urged by Amdahl. Cf. Northeast Air Group, Inc., B-228210, Jan. 14, 1988, 88-1 CPD ¶ 33.

Since it appears that DCA's mainframe computer needs fall within the scope of the protested DIA requirements contract, there is no basis for concluding that it was improper, as the protester generally argues, for DCA to have canceled the initial solicitation and to have placed an order under the contract. Finally, the agency report responded to Amdahl's specific allegation that the placement of such an order constituted an improper conversion of an unclassified procurement into a classified one by providing evidence that

neither the earlier RFP nor the DIA contract was classified; since the protester failed to rebut the agency response--i.e., that orders off the DIA contract need not be classified--we deem the issue abandoned and not for our consideration. Universal Hydraulics, Inc., B-235006, June 21, 1989, 89-1 CPD ¶ 585.

The protest is denied.

*for* *Seymour E. Hinchman*  
James F. Hinchman  
General Counsel