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DECISION



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

FILE: B-222798.2 **DATE:** July 1, 1986
MATTER OF: Federal Sales Service, Inc.

DIGEST:

Protest against General Services Administration's (GSA's) policy of not soliciting automatic data processing (ADP) components under its ADP Multiple Award Schedule Contract program unless the components are used with hardware or software offered under the same contract by the same vendor is denied. GSA has broad authority over government procurement of ADP, and protester has not shown that GSA's policy, based on the low dollar value of the components and potential warranty and service problems, is contrary to law or otherwise detrimental to the government's interest.

Federal Sales Service, Inc. (FSS), protests the General Services Administration's (GSA's) policy of not soliciting automatic data processing (ADP) components under its ADP Multiple Award Schedule Contract program unless the components are used with hardware or software offered under the same contract by the same vendor.

We deny the protest.

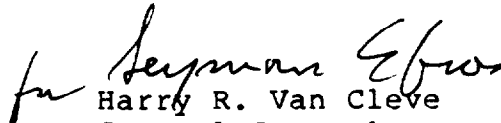
During negotiations with GSA for a schedule contract under FSC group 70, part 1, section "B," FSS was advised that GSA would not consider offers of ADP components unless the components were for use with hardware or software provided under schedule by the same vendor. FSS protests that GSA's policy concerning solicitation of ADP components lessens the competitive supply of products and discriminates against those contractors who only offer components.

GSA reports that the reason for its only exception to this policy, when components are used with hardware/software offered by the same vendor on the same contract, relates to warranties and service contracts. According to GSA, when one firm provides components for use with the hardware or software it supplies, that one firm is responsible for warranties and maintenance. If a different firm were to

provide components, warranty and service problems would likely arise between the hardware/software supplier and the component supplier to the detriment of the government customer. In fact, notes GSA, the introduction of components acquired from another vendor generally voids any warranties on the system. GSA argues that, by placing components on a schedule in conjunction with offered hardware/software, it allows ordering agencies maximum flexibility in acquiring the specific configuration of such items to best fulfill their individual requirements.

We have long held that the Brooks Act, 40 U.S.C. 759 (1982), vests in GSA broad authority over government procurement of ADP equipment. 47 Comp. Gen. 275 (1967); Plus Pendetur Corp; Network Systems Corp., B-220087; B-220087.2, Jan. 30, 1986, 65 Comp. Gen. ____, 86-1 C.P.D. ¶ 107. In light of this authority, GSA can develop and implement policies regarding the award of schedule contracts, as long as the policies are not contrary to law or otherwise detrimental to the government's interests. Comdisco, Inc., B-181956, Feb. 13, 1975, 75-1 C.P.D. ¶ 96. The GSA policy that FSS objects to reflects GSA's determination of its needs in procuring ADP equipment and components. Government procurement officials who are familiar with the conditions under which supplies, equipment or services have been used, and are to be used, are generally in the best position to know the government's actual needs. Consequently, we will not question an agency's determination of what its minimum needs are, or what will satisfy those needs, unless there is a clear showing that the determination has no reasonable basis. See Federal Leasing, Inc., B-191489, Nov. 14, 1978, 78-2 C.P.D. ¶ 343. Here, FSS has not shown that GSA's policy, based on the low dollar value of the components and potential warranty and service problems, has no reasonable basis.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel