

DECISION

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

FILE: B-186730

DATE: July 9, 1976

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MATTER OF: Peoples-Newman, Inc.

DIGEST:

Complaint concerning agency permitting extended delays in performance by contractor is matter of contract administration beyond authority of our Office. Moreover, whether resolicitation of requirement is appropriate or necessary, and whether protester's building would best meet agency's needs, are matters for determination by agency, not GAO.

Peoples-Newman, Inc. (Peoples) has raised certain matters it believes irregular by the continuing efforts of the General Services Administration (GSA) to secure lease space in Vicksburg, Mississippi.

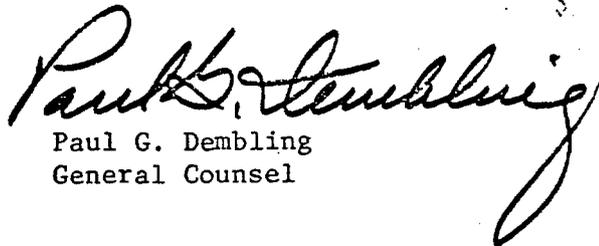
Peoples relates that GSA has leased space in its facility for approximately 15 years. In September 1975, GSA issued a solicitation for offers, No. AT-6-170, for 82,300 net usable square feet of space, with 20,000 square feet for on-site parking, for occupancy by September 1, 1976. Peoples timely submitted an offer. On December 24, 1975, Peoples was notified that its offer had been rejected and award made to the Walnut Towers Corporation (Walnut). It appears from Peoples letter that prior to this, GSA acquired the right to use and occupy Peoples facility in an eminent domain proceeding. As related, the terms of the court order extended the lease until August 31, 1976.

By letter of March 24, 1976, GSA informed Peoples that Walnut would not meet the expected occupancy date of September 1, 1976. Consequently, Peoples was asked to submit an offer to continue occupancy by GSA after the August 31, 1976, expiration of the eminent domain occupancy ordered by the Court. GSA indicated that details of the duration of the desired continuation would be forthcoming within 30 days. By letter of June 1, 1976, GSA informed Peoples that it would contact Peoples at a later date to propose a definite occupancy schedule.

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Peeples complains that in light of the protracted time extension for completion afforded Walnut, the contract has been sufficiently changed in nature to warrant a new solicitation. In this connection, Peeples states that its building would best meet GSA's needs. Further, Peeples is dissatisfied with GSA's failure to specify the duration of its desired occupancy of Peeples building. It is stated that until Peeples receives more definite information, it is unable to negotiate with other potential lessors to its detriment.

We must decline to consider the merits of the contentions raised by Peeples. The reasons for Walnut's contract delays and GSA's reactions thereto are matters of contract administration properly decided between the contracting parties. Since the matters raised concern contract administration, they are beyond the authority of our Office. See Swiss Controls Inc., B-185861, March 1, 1976, 76-1 CPD 141, citing Columbia Van Lines, Inc.; District Moving and Storage, Inc., 54 Comp. Gen. 955 (1975), 75-1 CPD 295. Furthermore, any decision as to whether a resolicitation is appropriate or necessary, and whether Peeples' building would best meet its needs, are matters for determination by GSA.


Paul G. Dembling
General Counsel