

DOCUMENT RESUME

03638 - [A2693858]

[Protest against Contract Cancellation]. B-189249. September 22, 1977. 1 pp.

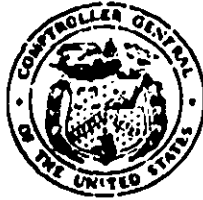
Decision re: Armour Electric Co.; by Paul G. Deabling, General Counsel.

Issue Area: Federal Procurement of Goods and Services (1900).
Contact: Office of the General Counsel: Procurement Law I.
Budget Function: General Government: Other General Government (806).
Organization Concerned: Economic Development Administration; Lawrence, NJ.
Authority: B-187919 (1977).

The protester objected to the cancellation of its contract for electrical work involved in construction of a municipal building funded by a Federal grant. The protest was not considered since the matter must be resolved by the contracting parties pursuant to the applicable contract cancellation provisions. (Author/SC)

5858
03638

DECISION



J. Cohen
Page 1

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

FILE: B-189249

DATE: September 22, 1977

MATTER OF: Armour Electric Company

DIGEST:

Protest against cancellation of contract with township, funded by EDA grant, will not be considered, since matter must be resolved by contracting parties pursuant to applicable contract cancellation provisions.

Armour Electric Company (Armour) protests the cancellation of its contract with the Township of Lawrence, New Jersey, for electrical work involved in the construction of an addition to the Township Municipal Building. Funding for the contract was provided by a grant from the U.S. Department of Commerce, Economic Development Administration.

The solicitation under which award was made to Armour stated that the project was subject to the Mercer-Burlington Affirmative Action Plan (Plan). Armour's contract was terminated because Armour was unwilling to become a signatory to the Plan after allegedly being informed that it would have to agree to be bound by the local electrical workers' union collective bargaining agreement before it would be permitted to sign the Plan.

Armour suggests that by submitting its bid it committed itself to the Plan, and that not signing the Plan was, therefore, a minor informality. Armour further argues that the Plan did not in fact require it "to become unionized."

The matter of the cancellation of a contract must be resolved by the contracting parties pursuant to any applicable contract provisions and is not a proper matter for protest to our Office. Jets Services, Inc., B-187919, January 12, 1977, 77-1 CPD 25. Accordingly, we will not consider Armour's protest.

Paul G. Dembling
Paul G. Dembling
General Counsel