

DECISION



J. R. [unclear]

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

7844

FILE: B-191892

DATE: September 27, 1978

MATTER OF: Lawn Grooming Service

DIGEST:

Protest against delay in awarding contract and reduction in work quantity is dismissed as termination of contract has rendered these issues moot and questions relating to termination and proper payment due as a result thereof are not for GAO review.

Lawn Grooming Service (LGS) protests the actions of the General Services Administration, Public Buildings Service, Contract Services Branch (GSA) in connection with the award of a contract to LGS under IFB-03C8092301.

The subject IFB was issued by GSA on February 7, 1978, calling for landscape maintenance services for various Government buildings in the South Area of Washington, D.C. Bids were opened on March 7. LGS submitted the apparent low bid at \$123,360.91 for the estimated quantities of landscape work.

GSA reports that award was not made at that time because LGS's bid exceeded agency funds allocated for the procurement and additional funding had to be obtained. In addition, we are informed that GSA's support staff was considering reducing the quantity of work under two items, turf renovation and flower bed maintenance, included in the IFB.

By letter dated May 9, 1978, to our Office LGS protested the delay in awarding a contract and the possible reduction in quantity of services that would be required. Subsequently, GSA reports that its support staff confirmed the work estimates as set forth in the IFB and on May 31 a notice of award was sent to LGS based on the work estimates as originally set forth in the IFB. Although at that time the bid acceptance period had expired, it appears that LGS accepted the award.

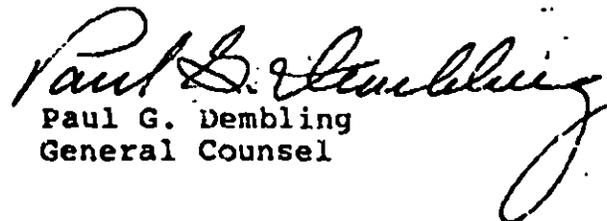
After the contract was awarded GSA reversed itself and decided that the turf renovation and flower bed maintenance requirements would have to be greatly reduced. LGS refused to submit the required performance bond until GSA agreed to adjust the contract price because of the proposed changes. However, on July 19 LGS relented and supplied an irrevocable letter of credit in lieu of a performance bond.

On August 3, GSA terminated the subject contract for convenience before LGS had an opportunity to perform any of the work. GSA indicates that it now intends to have the landscape work done by its own employees.

In view of the fact that this contract has been terminated, issues relating to the delay in awarding the contract and the reduction in the quantity of work are moot. Questions relating to what compensation, if any, LGS is entitled to under the termination settlement because of GSA's delays and quantity reduction are not for our consideration. In this regard we have held that the determination whether a contract should be terminated for convenience of the Government and the proper payment due as a result thereof are matters of contract administration and, therefore, not for our consideration. Swiss Controls, Inc., B-185861, March 1, 1976, 76-1 CPD 141.

Although issues raised by the protest have either been rendered moot or are not for our consideration we have by letter of today brought the matter to the attention of the Administrator of General Services.

The protest is dismissed.


Paul G. Dembling
General Counsel