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DECISION



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

FILE: B-195753

DATE: December 8, 1981

MATTER OF: Wall Irrigation Service

DIGEST:

1. Claim for money damages arising out of agency cancellation of post-March 1, 1979, contract on basis that award was erroneous is for resolution under Contract Disputes Act of 1978 and, therefore, cannot be considered by GAO.
2. GAO will not review procedures leading to award of contract to the terminated contractor where claimant has not requested review and there is no possibility of corrective action by way of reinstating terminated contract since contract requirement has been fully performed.

Wall Irrigation Service (Wall) has submitted a claim concerning the cancellation of contract No. 14-16-0006-79-071, for well rehabilitation at the Hastings Wetland Management District, issued by the Department of the Interior, Fish and Wildlife Service (Interior).

Interior issued a notice of award of the contract to Wall by letter. Subsequent to the award, Interior forwarded the bid to its solicitor's office for review. The solicitor found that a note in Wall's bid qualified the bid rendering it nonresponsive and recommended that the contract be canceled. Based on the solicitor's recommendation, Interior notified Wall by letter that the well rehabilitation contract was "terminated as an erroneous award." The award was then made to the next lowest bidder and the contract has been fully performed. Wall submitted an itemized list of damages totaling \$4,078 which it contends it has incurred because of the cancellation. Wall contends that these costs were incurred because of Interior's delay both in discovering

that the bid was nonresponsive and in notifying Wall that the award was terminated.

Wall's original claim to our Office was dismissed after Wall failed to express continued interest in our consideration of the matter when requested to do so. Wall has again requested our decision.

Wall's claim, relating to the alleged improper cancellation of a post-March 1, 1979, contract (the contract was awarded July 5, 1979), is required to be processed under the Contract Disputes Act of 1978, 41 U.S.C. § 601-613 (Supp. III, 1979) and we recently have held may not be considered by our Office. See Arm-Ben Corporation, B-204930, October 19, 1981, 81-2 CPD _____. As stated in section 6(a) of the act:

"All claims by a contractor against the government relating to a contract shall be in writing and shall be submitted to the contracting officer for a decision."

We recognize that it is appropriate in some circumstances for us to review the validity of the procedures leading to award of the contract to the terminated contractor. See, for example, Evergreen Helicopters, Inc., B-202962, September 28, 1981, 81-2 CPD 252; Advanced Energy Control Systems, Inc., B-201249, May 20, 1981, 81-1 CPD 392; New England Telephone and Telegraph Company, 59 Comp. Gen. 746 (1980), 80-2 CPD 225. However, in the cited cases the protesters requested a review of the validity of the agency procurement procedures with a view towards a possible GAO recommendation of corrective action by way of reinstating the terminated contracts. By contrast, Wall's submission is for monetary relief only; further, performance under the contract awarded to the next lowest bidder was completed in 1979. Therefore, there is no possibility of corrective action under this procurement.

Under the circumstances, the claim is dismissed.

Harry R. Van Cleve

Harry R. Van Cleve
Acting General Counsel