

DECISION

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

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FILE: B-211351

DATE: August 26, 1983

MATTER OF: Coast Canvas Products II Co., Inc.

DIGEST:

1. Dispute concerning termination for default and repurchase is a matter of contract administration which is for resolution by contracting agency, not GAO.
2. A repurchase contract may not be awarded to the defaulted contractor at a price greater than the terminated contract price.

Coast Canvas Products II Co., Inc. (Coast), protests the award of a contract to another firm by the Defense Logistics Agency (DLA) under invitation for bids (IFB) No. DLA100-83-B-0481. The invitation expressly stated that "this solicitation is for the repurchase of the termination of DLA100-82-C-4282; Coast Canvas Prod. II Co. Inc." Three firms submitted bids, the lowest of which was Coast's at a unit price of \$818.32.

Contract DLA100-82-C-4282, the original contract, was terminated for default. The contract was awarded to Coast, at a unit price of \$797.33. Due to Coast's failure to meet the delivery schedule, the contract was terminated in its entirety.

Coast argues that it should be awarded the contract under DLA100-83-B-0481, because its bid is "clearly and substantially the lowest" among the three firms. Since the solicitation contained certain changes and additional requirements, Coast contends that, as a result, the solicitation is not a proper repurchase, but an entirely new procurement and, therefore, its higher bid is justified.

We deny the protest.

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Since this was a reprourement of the defaulted contract, as expressly stated in the solicitation, a repurchase contract may not be awarded to the defaulted contractor at a price greater than the terminated contract price because this would be tantamount to modification of the existing contract without consideration. Auto-Skate Company, B-208643, September 7, 1982, 82-2 CPD 203. Because Coast bid a higher price on the repurchase contract (\$818.32) than that contained in the defaulted contract (\$797.33), it may not be awarded the repurchase contract.

We decline to consider Coast's argument that this is not a reprourement of its defaulted contract because of changes in the specifications since this argument constitutes a dispute as to a matter of fact and contract administration which is for resolution by the Armed Services Board of Contract Appeals. See Mark A. Carroll & Son, Inc., B-198295, August 13, 1980, 80-2 CPD 114.

for 
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