



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Etc. Technical & Professional Services, Inc.--
Reconsideration
File: B-227554.2
Date: August 3, 1987

DIGEST

The General Accounting Office generally will not review a contracting agency's decision to terminate a contract for convenience since the matter is one of contract administration for consideration by a contract appeals board or by a court of competent jurisdiction.

DECISION

Etc. Technical & Professional Services, Inc. requests that we reconsider our decision, Etc. Technical & Professional Services, Inc., B-227554, July 2, 1987, 87-2 CPD ¶ 1. In that decision, we dismissed Etc.'s protest against Federal Aviation Administration (FAA) actions in allegedly deciding to conduct predevelopment training courses utilizing in-house personnel rather than through the exercise of an option under contract No. DTFA-02-84-B-0032 awarded to Etc. in 1984.

We affirm our prior decision.

First, Etc. argued that the FAA had not properly terminated its contract and that it thus was required to exercise the option under that contract and obtain the services from Etc. We found that although "no final termination agreement was ever reached," the FAA apparently never exercised the option contained in the 1984 contract after expiration of the base year. We thus concluded that Etc.'s allegation concerned an agency's decision not to exercise an option under an existing contract which our Office considers a matter of contract administration outside the scope of our bid protest function. See, e.g., Sylvan Service Corp., B-223533, July 24, 1986, 86-2 CPD ¶ 109.

We also dismissed Etc.'s protest against the FAA's alleged determination to perform the services in-house rather than continuing to have them performed under contract. We consider such decisions matters of executive branch policy which we would review only in circumstances not involved here--where a competitive solicitation for cost comparison

039626 1133423

purposes has been issued. Building Services Unlimited, Inc., B-222731, Apr. 17, 1986, 86-1 CPD ¶ 380.

On reconsideration, Etc. argues that it is not challenging the agency's decision concerning whether or not to exercise the option under Etc.'s contract. Instead, it asserts that since the agency never reached agreement with it concerning termination of its contract, it believes it has the exclusive right to perform the training services for FAA. It also argues that the termination of its contract, which it characterizes as a "suspension," was improper because Etc. alleges that it was based on the "Gramm/Rudman legislation" which "was not to be used as an excuse . . . for canceling or terminating programs in mid-year."

[Underscored by protester.]

Etc.'s request for reconsideration does not meet its burden to show that our prior dismissal was legally or factually incorrect. See 4 C.F.R. § 21.12(a) (1987). Etc. indicates that the agency notified the firm in May 1985, that its contract was being terminated for the convenience of the government. Etc. essentially reiterates its contention that it has a right to perform these services under its contract because the termination of its contract was improper. Our Office, however, except in circumstances not involved here, will not review a contracting agency's decision to terminate a contract for convenience, since the matter is one of contract administration that must be considered by either a contract appeals board or a court of competent jurisdiction.

Allied Trailer Sales & Rentals, B-224816.2, Nov. 5, 1986,
86-2 CPD ¶ 522.

We affirm our prior dismissal.

for Seymour Ebsco
Harry R. Van Cleave
General Counsel