



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Operational Service Corporation

File: B-228891

Date: September 3, 1987

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### DIGEST

1. Question of whether work should be ordered from contractor by extending options or under contract due to be awarded is a matter of contract administration not for review by General Accounting Office.
2. Contract claim based on improper agency action of awarding contract covered by another firm's contract options is matter to be pursued under firm's contract disputes clause and Contract Disputes Act of 1978.

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### DECISION

Operational Service Corporation (OSC) protests the award of any contract under request for proposals (RFP) No. DABT31-86-R-0054 (RFP-0054) issued by the Department of the Army for maintenance services at Fort Leonard Wood, Missouri. We dismiss the protest.

OSC competed for, and received, a contract to perform the base's lawn mowing services for the 1987 season. The solicitation for this contract also had provided for two option years (1988 and 1989), which were included in the price evaluation, and had required bidders to spread their equipment and start-up costs over the entire 3-year period to be acceptable. OSC claims it did so and that, after receiving the award, it learned that RFP-0054, incorporating lawn mowing for 1988 and 1989, had been outstanding at the time of the lawn mowing procurement.

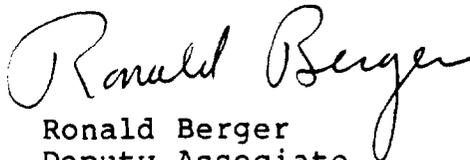
OSC claims award under the RFP would be improper on the ground that the Army induced the firm to spread its costs over a 3-year period while knowing that the options would not be exercised, resulting in the Army's receiving OSC's 1987 services for an unfairly low price.

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Although OSC casts its arguments in terms of the propriety of any award under the RFP, there is nothing objectionable about the RFP except that it appears to cover the work under the options in OSC's contract. An agency's decision whether to order work under an existing contract or award a different contract for the work is a matter of contract administration. Such matters are within the contracting agency's discretion and are not subject to review by our Office. See Bid Protest Regulations, 4 C.F.R. § 21.3(f)(1) (1987).

To the extent OSC believes the Army's actions regarding its contract are improper such that it may be entitled to some cost recovery, it should pursue the matter under its contract's dispute clause and the Contract Disputes Act of 1978, 41 U.S.C. § 601-613 (1982), which establishes procedures for resolving such claims.

The protest is dismissed.



Ronald Berger  
Deputy Associate  
General Counsel