



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: S.T. Research Corporation--Request for  
Reconsideration  
File: B-233599.2  
Date: January 9, 1989

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### DIGEST

1. Dismissal of protest as academic is affirmed on reconsideration where protester initially challenged agency's alleged intent to extend contract without competition, and agency reports that, in fact, it has no such intention.
2. Requirement that contract performance be suspended is statutory procedural requirement designed, not as final relief to be granted successful protesters, but as means of maintaining status quo during pendency of protest; agency failure to suspend performance therefore does not constitute failure to grant relief to which protester could be entitled, and does not make otherwise academic protest viable.

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### DECISION

S.T. Research Corporation requests reconsideration of our December 15, 1988 dismissal of its protest alleging improper extensions of sole-source contract No. N00189-83-D-0093, originally awarded in 1982 to ARGO Systems, Inc. for engineering services and materials for the Navy. We affirm the dismissal.

We dismissed the protest because the Navy informed us that it did not plan any further extensions of the contract after the December 4 expiration of the last extension, thus rendering the protest academic. S.T. Research claims in its reconsideration request, however, that the Navy's action did not render its protest academic because it did not receive all the relief it requested. Specifically, the firm contends that it did not only protest future extensions of ARGO's contract, but also requested that the Navy suspend performance during the pendency of its protest by not issuing any further delivery orders under the contract.

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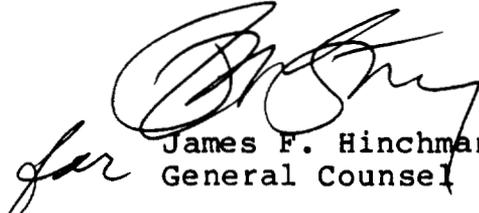
S.T. Research believes the Navy may not have suspended performance as it requested.

The requirement that contract performance be suspended is a statutory procedural requirement designed, not as final relief to be granted to successful protesters, but to help assure continuation of the status quo pending resolution of a protest. Under the provisions of the Competition in Contracting Act of 1984 (CICA), 31 U.S.C. § 3553(d)(1) (Supp. IV 1986), an agency is required to suspend performance of a contract only when the agency receives notice of a protest within 10 days of the award of that contract. The most recent extension of the ARGO contract was executed on October 4, 1988, more than 10 days prior to S.T. Research's November 16 protest. Accordingly, the Navy was not required to suspend performance while the protest was pending, and its failure to do so did not constitute a failure to provide the protester with relief to which it would have been entitled had the protest been sustained.

We therefore reiterate our conclusion that the protest is academic; S.T. Research protested future extensions of the ARGO contract, and the Navy's position that it will not award any such extensions is precisely the relief requested.

We note that the protest submission did not challenge the propriety of the October 4 extension, and even if it did, it would have been untimely. In this regard, our Bid Protest Regulations require that protests be filed no later than 10 working days after the basis of protest was or should have been known. 4 C.F.R. § 21.2(a)(2) (1988). Here, the Navy synopsized its intent to extend the ARGO contract in the August 26 issue of the Commerce Business Daily. S.T. Research's protest was not filed until considerably more than 10 working days after publication of this notice, thereby rendering such a protest untimely. See Aluminum Co. of America, B-227139, July 21, 1987, 87-2 CPD ¶ 72.

The dismissal of the protest is affirmed.

  
for James F. Hinchman  
General Counsel