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Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** OPMI/CMI Management--Reconsideration

**File:** B-243831.2

**Date:** June 18, 1991

Sam Zalman Gdanski, Esq., for the protester.  
Anne B. Perry, Esq., and Paul Lieberman, Esq., Office of the  
General Counsel, GAO, participated in the preparation of the  
decision.

### DIGEST

Prior dismissal of protest against termination for convenience of protester's contract and issuance of solicitation for same services is affirmed on reconsideration since the allegation concerns a matter of contract administration which is not for review by the General Accounting Office.

### DECISION

OPMI/CMI Property Management requests reconsideration of our decision in OPMI/CMI Property Management, B-243831, May 1, 1991, 91-1 CPD ¶ \_\_\_\_\_, in which we dismissed its protest against the Department of Housing and Urban Development's (HUD) termination for convenience of an OPMI/CMI contract, and the issuance of solicitation No. 26-91-117 for the same services.

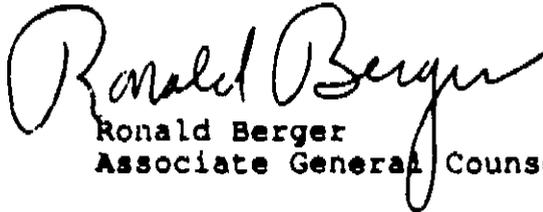
OPMI/CMI initially protested the termination for convenience on April 29, 1991, asserting that the contracting officer had acted in bad faith. We dismissed the protest because it raised a matter of contract administration over which our Office does not have bid protest jurisdiction. By a letter dated May 1, which we received after our dismissal, the protester "withdrew" its protest. On May 6 OPMI/CMI "refiled" its protest, raising the identical issue and arguing that we do take jurisdiction over protests alleging bad faith contract terminations. We treat this submission as a request for reconsideration of our May 1 dismissal.

OPMI/CMI's basis for reconsideration is incorrect. Our bid protest jurisdiction encompasses the award or proposed award of procurement contracts. 31 U.S.C. § 3552 (1988). Therefore, we generally do not review matters of contract administration, which are within the discretion of the contracting

agency and for review by the cognizant board of contract appeals or the U.S. Claims Court. See 4 C.F.R. § 21.3(m) (1) (1991); Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228. The decision to terminate a contract, even where bad faith is alleged, is a matter of contract administration. See Advanced Energy Control Sys., Inc., B-201249, May 20, 1981, 81-1 CPD ¶ 392.

We do review bid protest challenges to contract terminations when the terminations are based on agency conclusions that the original award was improper. See, e.g., Norfolk Shipbuilding and Drydock Corp., B-219988.3, Dec. 16, 1985, 85-2 CPD ¶ 667. That is not the case here, and the cases cited by the protester, ACR Indus., Inc., B-235465, Aug. 31, 1989, 89-2 CPD ¶ 199, and Caldwell Realty, et al., B-236519 et al., Aug. 25, 1989, 89-2 CPD ¶ 181, are therefore inapposite because they involve terminations based on agency findings that the initial contract award was improper.

Since the termination at issue does not fall within the limited circumstances which we will review in this regard, the dismissal is affirmed.

  
Ronald Berger  
Associate General Counsel