

144-503



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Laidlaw Environmental Services, Inc.

File: B-244926

Date: July 29, 1991

John Miklich for the protester.
Catherine M. Evans, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

SIGEST

1. Protest of amended evaluation criteria in solicitation is dismissed as untimely where not filed before next closing date following amendment.
2. Protest alleging that agency improperly terminated protester's contract for convenience is dismissed, as it concerns a matter of contract administration not within General Accounting Office bid protest function.

DECISION

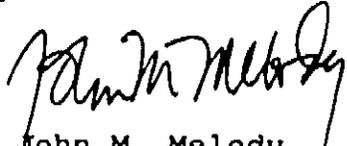
Laidlaw Environmental Services, Inc. protests the award of any contract under request for proposals (RFP) No. DLA200-91-R-0063, issued by the Defense Reutilization and Marketing Service for waste disposal. Laidlaw objects to the RFP's amended evaluation criteria, and also alleges that the agency improperly terminated for convenience two delivery orders under its current contract in order to resolicit those requirements under the RFP.

We dismiss the protest.

Our Bid Protest Regulations provide that, to be timely, protests of alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing date for receipt of proposals following the incorporation. 4 C.F.R. § 21.2(a)(1) (1991). Here, Laidlaw protests the evaluation criteria as set forth in amendment No. 0002 of the RFP, issued on February 26, 1991; the closing date for receipt of proposals was March 15. Since Laidlaw's protest of the amendment was not filed in our Office until July 24, this protest ground is untimely.

As for Laidlaw's assertion that the agency improperly terminated two delivery orders under its current contract in order to resolicit those requirements under the RFP, an agency's decision to terminate a contract for the convenience of the government is a matter of contract administration which our Office generally will not review. 4 C.F.R. § 21.3(m)(1). We will consider the propriety of a contract termination only where the termination was based on the agency's conclusion that the original contract award was improper, and the protester is challenging that conclusion; this is not the case here. See Condotels, Inc., et al., B-224791 et al., June 20, 1986, 86-1 CPD ¶ 644.

The protest is dismissed.



John M. Melody
Assistant General Counsel