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Michael Boyle
Proc. I

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-188043

DATE: March 7, 1977

MATTER OF: C. G. Ashe Enterprises

DIGEST:

Where record shows that under option provisions contract is renewable at sole discretion of Government, GAO will not consider incumbent contractor's contention that agency should have exercised contract option provision instead of issuing new solicitation.

C. G. Ashe Enterprises (Ashe) protests the Army's decision not to exercise the option under its contract No. DABT57-75-B-0078, for grass cutting services, beyond October 31, 1976, at Fort Eustis, Virginia. The contract was renewable under the option provision at the sole discretion of the Government.

Recently, this Office has considered similar protests on the merits. A. C. Electronics, Inc., B-185553, May 3, 1976, 76-1 CPD 295 (we concluded, citing Armed Services Procurement Regulation §§ 1-1505(c), (d) (1975 ed.) and H-173741, October 14, 1971, that a contracting officer had a reasonable basis for the decision not to exercise the option of the protester's contract); Raven Industries, Inc., B-18052, February 11, 1976, 76-1 CPD 90 (we found no basis for legal objection to a contracting officer's determination to limit the exercise of the option clause to a specific number of units); Fox International, Inc., B-181675, March 3, 1975, 75-1 CPD 126 (we found no basis to object to the refusal of an agency to exercise the protester's contract option). In prior cases, however, if the record showed that a contract's option clause could only be exercised at the sole discretion of the Government, then a protest was denied without examining the contracting officer's rationale. See, e.g., The National Cash Register Company, B-179045, March 5, 1974, 74-1 CPD 116; 36 Comp. Gen. 62 (1956). There, we believed it sufficient merely to point out that since such options were purely for the interest and benefit of the Government, any determination that the exercise of such option would be contrary to the Government's

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interests manifestly may not be subject to legal objection by this Office. Compare Inter-Alloys Corporation, B-182890, February 4, 1975, 75-1 CPD 79, where protester's contention that agency should have exercised option in another firm's contract instead of issuing new solicitation was held to be matter of contract administration and not for consideration under our Bid Protest Procedures, 4 C.F.R. part 20 (1976).

In this case and in future cases where the record shows that the option provisions of a contract are exercisable at the sole discretion of the Government, this Office will not consider under our Bid Protest Procedures the incumbent contractor's contention that the agency should have exercised contract option provisions.

Accordingly, Ashe's protest is dismissed.

Acting

R. H. K. 1/1/76
Comptroller General
of the United States