



UNITED STATES GENERAL ACCOUNTING OFFICE  
WASHINGTON, D.C. 20548

1953-9

OFFICE OF GENERAL COUNSEL

B-204627

September 28, 1981

Mr. Maxwell R. Mitchell  
Touch & Klean Typewriter Cleaning  
Service  
5002 Doppler Street  
Capitol Heights, Maryland 20027

Dear Mr. Mitchell:

We refer to your letter of August 26, 1981, complaining about a number of procurements conducted by the Defense Supply Service (DSS) to service typewriters. We also have received material on the complaint from Senator Mathias' office.

Although the reason for your complaint to our Office is not entirely clear, it appears that you are objecting to the fact that DSS decided to compete its requirement for fiscal year 1982 rather than exercise the final year's option in a typewriter servicing contract that it awarded to your firm two years ago. Also, apparently you are requesting our help in recovering money which you believe DSS owes you under your contract.

We regret that we are unable to be of assistance in either matter.

Regarding the first matter, the option provision in your contract with DSS evidently stated that the option was exercisable at the sole discretion of the Government. Our Office will not consider an incumbent contractor's contention that an agency should have exercised the option in the firm's contract where the contract provides that the option exercise is solely within the Government's discretion. The reason is that the decision whether to exercise the option or to issue a new solicitation for the services involves the contracting agency's administration of the contract, which we do not review.

We also cannot consider your claim to payment for work allegedly performed under your contract with DSS. The Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613 (Supp. III 1979), requires that all claims relating to a contract be

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filed with the contracting officer for a decision. The statute also provides that a contractor may appeal an adverse contracting officer decision to either the contracting agency's board of contract appeals or the United States Court of Claims. Accordingly, we cannot review the matter.

Enclosed for your information is a copy of the Contract Disputes Act. Also enclosed, as requested in your letter, is a copy of our pamphlet "Bid Protests at GAO--A Descriptive Guide."

Sincerely yours,

*Harry R. Van Cleve*

Harry R. Van Cleve  
Acting General Counsel

Enclosures - 2

cc: The Honorable Charles Mc.C. Mathias, Jr.  
United States Senate  
Attention: Mr. Randolph V. Dove