

**DECISION**

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

Fitzmaurice

118707

FILE: B-207582

DATE: June 15, 1982

MATTER OF: Clifton Precision, Division of  
Litton Systems, Inc.**DIGEST:**

1. Protest against contract modification is dismissed since, as a general rule, GAO does not review such matters under its bid protest function except where, unlike here, the modification is beyond the scope of the contract.
2. Insofar as the protest is a claim that the contract modification gave the awardee an unfair advantage under a subsequent solicitation, the protest is denied because agency is not required to equalize competition by considering competitive advantage accruing to offeror by reason of incumbency absent unfair Government action or preference.

Clifton Precision, Division of Litton Systems, Inc. (Clifton), protests the modification of contract No. N00024-82-C-7117, a contract awarded to Cardion Electronics (Cardion) by the Naval Sea Systems Command (Navy), Washington, D.C., for radar indicators.

For the reasons which follow, we dismiss in part and summarily deny the remainder of the protest without obtaining a report from the procuring activity.

The modification requires Cardion to make some changes to radar indicators already delivered to the Navy. Clifton argues that the modification provides Cardion not only with a "financial and technical bailout" under the current contract, but also provides Cardion with an inequitable financial edge for all competitive procurements. In support of this argument, Clifton states that the "mere anticipation of receiving such Government financial aid" allowed Cardion to offer a lower price than Clifton under solicitation No. N00024-82-R-7152.

We have held that a contract modification is a matter of contract administration which is primarily the function and responsibility of the contracting agency and is not ordinarily for resolution under our bid protest function unless the modification is beyond the scope of the contract. Acadian Airmotive, Inc., B-196614, April 17, 1980, 80-1 CPD 270. Here, the purpose of the modification is to correct deficiencies detected in units already delivered and accepted. This is not beyond the scope of the contract so as to justify our review. Therefore, we dismiss this basis of Clifton's protest.

Clifton also indicates that the modification has affected the outcome under a procurement for an additional 102 radar indicators. We have often recognized that a firm may enjoy a competitive advantage because of its incumbency. The Government is not required to equalize the competition unless the competitive advantage enjoyed is the result of preference or of unfair action by the Government. Honolulu Disposal Service, Inc.--Reconsideration, B-200753.2, August 12, 1981, 81-2 CPD 126.

As noted above, we believe the modification was within the scope of the contract and did not constitute unfair governmental action. Accordingly, we find this basis of protest to be without merit. See American Marine Decking Systems, B-203748, July 8, 1981, 81-2 CPD 23.

We dismiss and deny the protest.

*Milton J. Forolan*

Acting Comptroller General  
of the United States