

DECISION

24661
THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-211081

DATE: March 30, 1983

MATTER OF: Embarcadero Center Associates

DIGEST:

GAO will not review an incumbent contractor's protest that a procuring agency improperly modified a lease extension contract since the issue is one of contract administration which is a matter within the discretion of the procuring agency.

Embarcadero Center Associates (Embarcadero) protests the inclusion of two clauses relating to small business subcontracting in a lease extension contract being negotiated with the General Services Administration (GSA) for rental of office space. Embarcadero protested the inclusion of the clauses to GSA and was advised that GSA considered inclusion of the clauses to be mandatory under the applicable Federal Procurement Regulations (FPR). Embarcadero has protested to GAO that the requirement for such clauses under the FPR relates only to negotiated contracts, and that a lease for real property does not fall within the relevant FPR definition of a contract. I

Our Office will not consider a protest against a contract modification since it involves contract administration, which is the responsibility of the procuring agency, not GAO. The only exception is an allegation that the modification went beyond the contract's scope and should have been the subject of a new procurement, since such a modification could be viewed as an attempt to circumvent the competitive procurement statutes. Cray Research, Inc., B-207586, October 28, 1982, 82-2 CPD 376. No such exception is alleged in this instance and, even if it were, Embarcadero would have no basis to protest since it is Embarcadero's contract which is being modified and extended. Rather, a firm which alleged that it was being excluded from competition by virtue of the modification might have a basis for protest.

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We dismiss the protest.

Harry R. Van Cleve
Harry R. Van Cleve
Acting General Counsel