

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

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FILE: B-211749

October 24, 1983

DATE:**MATTER OF:** Preston-Brady Co., Inc.**DIGEST:**

1. Dispute concerning termination for default and reprocurement is a matter of contract administration which is for resolution by the contracting agency, not GAO.
2. A reprocurement contract may not be awarded to the defaulted contractor at a price greater than the terminated contract price.

Preston-Brady Co., Inc. (P-B), a defaulted contractor under contract No. V558C-299, for a canteen dining room addition at the Veterans Administration (VA) Medical Center, Durham, North Carolina, protests the award to D.W. Ward Construction of the reprocurement contract under solicitation No. 558-69-83 issued by the VA to complete the work.

We deny the protest.

The contracting officer rejected P-B's \$25,749 low proposal, stating that when an offer on reprocurement is received from a defaulted contractor in an amount exceeding the original contract balance, that offer cannot be considered for award. The VA reports that the amount of work remaining on the protester's defaulted contract amounted to \$19,133. The VA also questioned P-B's receiving a reprocurement contract since the firm could not initially perform in the required time and questioned its ability to obtain a certificate of competency from the Small Business Administration.

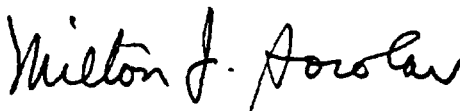
P-B contends that it should have received the award because the solicitation contained changes to its defaulted contract's drawings which increased the scope of work and, therefore, justified a price higher than its contract balance.

Since this was a reprocurement to complete the work under the defaulted contract, a repurchase contract may not be awarded to the defaulted contractor at a price that

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would give the contractor more than the terminated contract price because this would be tantamount to modification of the terminated contract without consideration. Coast Canvas Products II Co., Inc., B-211351, August 26, 1983, 83-2 CPD 258; Auto-Skate Company, B-208643, September 7, 1982, 82-2 CPD 203; PRB Uniforms, Inc., 56 Comp. Gen. 976 (1977), 77-2 CPD 213. Because P-B offered a higher price on the repurchase contract than that contained in the defaulted contract for the remaining work, it may not be awarded the repurchase contract.

We decline to consider P-B's argument that, in effect, this is not a reprourement of its defaulted contract because of changes made to the drawings that increased the scope of work. This argument constitutes a dispute as to a matter of fact and contract administration which is for resolution by the VA Board of Contract Appeals, to which P-B has appealed the default termination. See Mark A. Carroll & Son, Inc., B-198295, August 13, 1980, 80-2 CPD 114.

for 
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