

DECISION

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

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FILE: B-212285.2

DATE: November 4, 1983

MATTER OF: Frankford Management Group

DIGEST:

Post-award decision to extend date for closing of sale on real property is matter of contract administration, which is function and responsibility of contracting agency. Decision will not be reviewed by GAO unless it is shown that contract was awarded with intention to alter its terms to the prejudice of prospective awardee's competitors, or that changed contract is materially different from the contract on which the competition was based.

Frankford Management Group (FMG) protests any extension of the date for closing of sale by the General Services Administration (GSA) following the sale by public auction of approximately 88 acres of improved land to Shetland Properties of Philadelphia, Inc. under invitation for bids (IFB) No. 3-D-PA-688. We dismiss the protest.

The solicitation had provided for sale of the property on an "ALL CASH BASIS ONLY" and required full payment within 90 days after award of the contract. The sale by auction occurred on July 14, 1983 and award was made to Shetland as the high bidder at a price of \$3,000,000. GSA has indicated its willingness to extend the date for closing of sale for 80 days provided Shetland secures insurance on the property, pays interest on the unpaid balance, and provides appropriate maintenance for the property. FMG complains that any extension would transform the terms of sale from a cash to a credit transaction.

The acceptance of Shetland's bid resulted in the formation of a contract. A decision to modify a contract provision is a matter of contract administration which is primarily a function and responsibility of the contracting agency. E. R. Hitchcock & Associates, B-182650, March 5, 1975, 75-1 CPD 133. We will not review a complaint about such a modification under our Bid Protest Procedures unless it appears that the procuring agency awarded the

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contract with the intention to alter its terms after award to the prejudice of the prospective awardee's competitors, see Tricentennial Energy Corporation, B-197829, October 21, 1980, 80-2 CPD 303, or that the contract as changed is materially different from the contract on which the competition was held. American Air Filter Co., Inc., 59 Comp. Gen. 285 (1978), 78-1 CPD 136.

Here, the protester has not shown that either exception is applicable. It seems clear from the protester's submission that GSA did not award this contract with an intention to change it, and FMG, other than alleging that the change is somehow unfair, has not shown how the 80-day extension for closing under the conditions specified represents such a significant change that it would have materially affected the competition. Accordingly, we will not consider the matter, and the protest is dismissed.

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