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DECISION



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

B-220300

FILE:

DATE: October 7, 1985

The Bartow Group-Architects

MATTER OF:

DIGEST:

1. GAO will not consider a protest that the agency should have completed negotiations to have the protester's contract modified instead of canceling the negotiations and soliciting competitive proposals, since the purpose of the bid protest process is to insure that free and open competition is obtained to the maximum possible extent.
2. A claim for additional payment under a contract is a matter for resolution under the contract's disputes clause and the Contract Disputes Act of 1978.

Bartow Group-Architects (Bartow), which has a contract with the General Services Administration (GSA) to provide architectural services in connection with the expansion of the Federal Archives and Records Center in Seattle, Washington, protests the issuance of a notice in the Commerce Business Daily soliciting proposals for on-site construction inspection services at the Center. Bartow argues that GSA, which had initiated contract amendment negotiations with Bartow to include the work, should complete those negotiations and modify the firm's contract by change order.


We will not consider a protest that an agency should issue a change order rather than conduct a competition, see Feinstein Construction, Inc., B-207506, June 7, 1982, 82-1C.P.D. ¶ 548, since the purpose of our bid protest process is to insure that free and open competition is obtain to the maximum practicable extent. Turbine Components Corp., B-216079, Jan. 18, 1985, 85-1 C.P.D. ¶ 55. We note in this respect that Bartow evidently is not precluded from the competition for the award of any contract for the construction inspection services. Thus, the firm is in a position to use whatever effort it has already expended to

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its benefit in preparing a proposal in response to the Commerce Business Daily notice.

Bartow complains that at the request of GSA it invested a substantial amount of time and money preparing a fee proposal before GSA canceled the negotiations to have its contract amended. To the extent that Bartow is seeking reimbursement, under its contract, for the cost of preparing the fee proposal, the firm's remedy is to pursue the matter under the contract's disputes procedure and the Contract Disputes Act of 1978, 41 U.S.C. § 601-613 (1982), which establishes procedures for resolving such claims. See Gricoski Detective Agency, B-216020, Aug. 22, 1984, 84-2 C.P.D. ¶ 214.

Bartow's protest is dismissed.

for 
Robert M. Strong
Deputy Associate General Counsel