



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: United Technologies, Elliott Support Services
Division
File: B-224887
Date: October 10, 1986

DIGEST

1. In view of requirement to maximize competition to the extent practicable when reprocurring services against a defaulting contractor's account, contracting officer acted properly in issuing a new solicitation instead of obtaining the services from the offeror next in line for award under the original solicitation.
2. There is no basis on which to prohibit potential offeror from competing under solicitation issued to reprocore services under a contract terminated for default since, even assuming offeror derived competitive advantage from sub-contract work under terminated contract, the government is not required to neutralize competitive advantage enjoyed by one offeror absent evidence of preferential treatment or other unfair action by the government.

DECISION

United Technologies, Elliott Support Services Division (Elliott) protests the Navy's decision to issue request for proposals (RFP) No. N00104-86-R-WH27. We dismiss the protest.

Elliott states that the RFP was issued to reprocore services called for under a prior contract after the awardee defaulted. According to Elliott, a portion of the work under that contract, which Elliott refers to as "Open and Inspect reports," was performed by BWC Technologies as a subcontractor for the defaulted contractor.


Elliott argues that the new RFP should be canceled and award made to Elliott as the offeror next in line for award under the original solicitation. We disagree. While a contracting agency may do so in appropriate circumstances, there is no

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requirement that the agency after default repro cure from the next offeror in line for award under the original solicitation. See VCA Corp., B-219305.2, Sept. 19, 1985, 85-2 CPD ¶ 308. On the contrary, under Federal Acquisition Regulation, 48 C.F.R. § 49.402-6(b) (1985), the contracting officer is required to obtain competition to the maximum extent practicable when repro curing against a defaulting contractor's account, and the contracting officer's decision here to issue a new RFP is consistent with that requirement.

Elliott also argues that BWC Technologies should not be allowed to compete under the new RFP because its work as a subcontractor under the prior contract gives it a competitive advantage over Elliott. We find this argument to be without merit. The government is not required to neutralize a competitive advantage enjoyed by one offeror due to its prior experience unless there is evidence of preferential treatment of that offeror or other unfair action by the government, which is neither alleged nor evident here. Ross Bicycles, Inc., B-217179, et al., June 26, 1985, 85-1 CPD ¶ 722.

The protest is dismissed.



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