



Comptroller General  
of the United States  
Washington, D.C. 20548

# Decision

**Matter of:** Robert E. Price  
**File:** B-259075  
**Date:** February 9, 1995

## DECISION

Robert E. Price protests the award of a contract to Columbia Development Group, Inc., under solicitation for offers No. R6-93-467, issued by the Department of Agriculture for the lease of a facility in Grant County, Oregon.

We dismiss the protest.

Price initially filed a protest challenging various aspects of the evaluation and source selection process. The agency responded to those allegations in its report to our Office. Because Price did not address those issues in its comments on the agency report, we treat them as abandoned. See Hampton Rds. Leasing, Inc., B-244887, Nov. 25, 1991, 91-2 CPD ¶ 490.

In its comments, Price addressed only two protest grounds. First, Price asserted, for the first time, that the awardee will not be able to perform without obtaining a rent increase because it will not be able to obtain financing for the project. This is a matter of contract administration that our Office does not review. Our Office considers bid protest challenges to the award or proposed award of contracts. 31 U.S.C. § 3552 (1988). Therefore, we generally do not exercise jurisdiction to review matters of contract administration, which are within the discretion of the contracting agency, and for review by a cognizant board of contract appeals or the Court of Federal Claims. See 4 C.F.R. § 21.3(m)(1) (1994); Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228.<sup>1</sup>

<sup>1</sup>The few exceptions to this rule, none of which apply here, include situations where it is alleged that a contract modification improperly exceeds the scope of the contract and therefore should have been the subject of a new procurement, CAD Language Sys., Inc., 68 Comp. Gen. 376 (1989), 89-1 CPD ¶ 354; where a protest alleges that the exercise of a contractor's option is contrary to applicable regulations, Bristol Elecs., Inc., B-193591, June 7, 1979, 79-1 CPD ¶ 403; or where an agency's basis for contract

(continued...)

Finally, Price repeats the conclusory statement from its initial protest that its "technical standard and price (when calculated over the lease term and including option terms) were more advantageous" to the government than the awardee's. In response to the identical allegation in Price's initial protest, the agency provided a specific explanation of why it determined that the awardee's offer was more advantageous. Price has neither responded to the agency report on this issue nor otherwise explained the basis for its general challenge to the source selection. Consequently, we dismiss this protest ground for failure to state a viable basis of protest.

The protest is dismissed.



Paul Lieberman  
Assistant General Counsel

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<sup>1</sup>(...continued)  
termination is that the contract was improperly awarded, Condotel, Inc. et al., B-225791 et al., June 30, 1987, 87-1 CPD ¶ 644.