

DECISION

119529
THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-207096**DATE:** September 21, 1982**MATTER OF:** Los Angeles Community College District**DIGEST:**

1. Questions concerning the adherence to executive branch policies are to be resolved by the department involved, not GAO.
2. Contractor's claim that contract award by one agency is inconsistent with its own contract with another agency, or that a partial termination of its contract was improper, are matters to be resolved under the Contract Disputes Act of 1978.

Los Angeles Community College District (LACCD) protests the issuance of solicitation No. DAJB03-82-R-3044 by the United States Army Korea Contracting Agency. The solicitation sought certain educational services for the period of August 1, 1982, through July 31, 1983. LACCD contends that the Army violated Department of Defense (DOD) policy by issuing the solicitation.

We dismiss the protest.

The Army issued the solicitation on March 11, 1982. Shortly thereafter, LACCD agreed to extend its sole-source contract with the Department of the Air Force, Pacific Air Forces (PACAF), to supply educational services through July 1983, to Army installations in Korea and other military outposts in the Pacific on "the understanding that a proposal would be submitted * * * [by LACCD] with terms and conditions and a contract price adjustment mutually acceptable to [LACCD] and PACAF." In other words, certain material terms of the extended contract, including price, had not yet been agreed upon. The original contract was to have expired in July 1982.

On April 13, 1982, LACCD filed its protest with this Office. Thereafter, the Air Force terminated for convenience that portion of LACCD's contract applicable to the Army.

LACCD contends that the Army violated CINCPAC (Commander in Chief Pacific) Instruction 1500.1C (September 18, 1978), which assigns PACAF the responsibility for the administration, operational control, and logistical support of certain of LACCD's local military education programs, and two recently-issued memoranda from DOD and the Air Force, providing for the development of standardized procedures for the acquisition of certain educational services in fiscal year 1984 and strongly encouraging, for fiscal year 1983, the continuation of existing programs through the exercise of options or contract extensions.

We will not consider this contention. The provisions of the CINCPAC Instruction and memoranda reflect policies adopted by DOD officials. They do not, however, reflect requirements imposed by law. We do not consider protests concerning adherence to executive branch policies because, unlike when policies and procedures prescribed by law (and regulation which have the effect of law) are involved, we do not generally have any authority to require adherence to them. See 43 Comp. Gen. 217 (1963); see also Integrated Forest Management, B-200127, March 2, 1982, 82-1 CPD 162. Questions of adherence to those policies are for resolution within the department involved. See Communications Satellite Corporation, B-191233, March 2, 1978, 78-1 CPD 163. Thus, we will not consider whether the Army here failed to follow DOD policy by seeking competitive offers for the educational services it requires, rather than by obtaining these services through the extension of a sole-source contract.

LACCD also contends that the Army's issuance of the solicitation was in derogation of LACCD's contract with the Air Force. The Army asserts that LACCD had no contract with the Air Force since material terms of the extension remained to be agreed upon. We note simply that award under the Army's solicitation would not be inconsistent with the Air Force contract since

prior to award the Air Force terminated for convenience the portion of LACCD's contract that overlapped with the Army solicitation. If LACCD believes the award was nonetheless contrary to its contract rights or that the partial termination of its contract was improper, its recourse is to file a claim under the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613 (Supp. IV 1980). See Arm-Ben Corporation, B-204930, October 19, 1981, 81-2 CPD 318.

The protest is dismissed.

Harry R. Van Cleve
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Acting General Counsel