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DECISION



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

FILE: B-192523

DATE: September 13, 1978

MATTER OF: Wilmot Fleming Engineering Co.

DIGEST:

1. Protest against termination for default of contract is matter of contract administration for resolution by contracting activity, not GAO.
2. Where protest against award of reprocurment contract for material covered by terminated contract is based solely upon protester's belief that termination for default was improper, GAO declines to consider matter since resolution of dispute is administrative matter under Disputes clause of contract.

The Wilmot Fleming Engineering Co. (Wilmot) protests two related actions taken by the Department of the Navy, Washington Navy Yard, Naval Regional Procurement Office. The first is the termination for default of contract No. N00600-78-C-0205 (-0205) for pipe cutoff and end prep machines. The second is the reprocurment of material covered by contract No. -0205. Wilmot's correspondence indicates the sole basis for the protest against the reprocurment is its disagreement with the default termination.

The question of whether a contract should be terminated is a matter of contract administration and, therefore, a function of the contracting activity. National Flooring Company, B-183844, July 31, 1975, 75-2 CPD 71. Furthermore, any disputes concerning factual matters arising under the contract must be resolved in accordance with the administrative procedures set out in the Disputes clause of the contract. The protest against the default termination will not, therefore, be considered by the General Accounting Office. Precision Service & Sales Co., E-186139, April 16, 1976, 76-1 CPD 263.

Also, since the basis of the protest against the reprocurement relates solely to Wilmot's disagreement concerning the appropriateness of the termination for default, we decline to consider its merits. In order for our Office to consider Wilmot's reprocurement protest, the propriety of the default termination must first be resolved. That matter must be pursued under the Disputes clause of the contract, not in our Office. See Broomfield Corporation, B-188591, April 6, 1977, 77-1 CPD 240.

Milton J. Dembling
Paul G. Dembling
General Counsel