

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

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FILE: B-211706**DATE:** August 15, 1983**MATTER OF:** Crawford Laboratories**DIGEST:**

GAO will not review protest that agency improperly terminated contract for convenience of Government and improperly paid contractor under termination agreement for supplies it purchased as these are matters which concern contract administration.

Crawford Laboratories complains that the Army has improperly terminated contract NO. DAHA25-82-C-0034 with Rodenberg's Floor Coatings, Inc. for painting a hangar floor at the Lincoln Air National Guard Base in Nebraska. Crawford states that as a result of this termination, the agency improperly paid Rodenberg list price for coating material the contractor had purchased to perform the contract. The protester views this transaction as a ruse to permit the agency to purchase these materials on a sole-source basis from the Tenant Company, Rodenberg's supplier.

The Army reports that it terminated Rodenberg's contract for the convenience of the Government on November 15, 1982. The agency reimbursed Rodenberg for the coating material it had purchased to perform the contract because it could not be returned to the manufacturer. The agency states that the coating material was properly purchased by the contractor under the terms of its contract and notes that it will provide the material as Government furnished property when it readvertises the requirements.

Generally, our Office will not review an agency's determination to terminate a contract for the convenience of the Government or the terms of a settlement agreement under such a termination, since by law these are matters of contract administration for consideration by a contract appeals board and/or the Claims Court. Foto Typesetters, Inc., B-210349, January 17, 1983, 83-1 CPD 53. The only exception to

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the rule is when the terminated contractor contests a termination which is based upon a determination that the terminated contract was improperly awarded. See Jacobs & Son Painting and Decorating, B-204105, August 6, 1981, 81-2 CPD 103. Such is not the case here.

We dismiss the protest.

for *F. H. Bailey, Jr.*
Harry R. Van Cleve
Acting General Counsel