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DECISION



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

FILE: B-211377

DATE: May 6, 1983

MATTER OF: Sierra Medical Cushion Company

DIGEST:

1. Protest questioning awardee's ability to supply wheelchair cushions at offered price is a matter of responsibility which GAO will not consider except in circumstances not present here.
2. Contention that awardee is substituting less costly filling for that required by specification is a matter of contract administration which is the function and responsibility of the procuring agency which GAO does not resolve.

Sierra Medical Cushion Company protests the award of a contract to provide wheelchair cushions under request for proposals (RFP) No. 600-115-83 issued by the Veterans Administration Medical Center, Long Beach, California. For the reasons that follow, we dismiss the protest.

Sierra contends that the awardee is not using the foam latex rubber filling specified by the solicitation. It argues that the awardee will not be able to supply the cushions with the latex filling at its offered price because there is only one supplier for the type of filling required and this supplier's prices exceed the awardee's total price.

Essentially, Sierra is questioning the awardee's ability to deliver the cushions described in the specification at the price offered. This is an element of responsibility. In awarding the contract, the contracting officer affirmatively determined that the awardee was responsible. Teal Industries, Inc., B-208358, August 24, 1982, 82-2 CPD 176. We do not review such affirmative

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determinations of responsibility unless either possible fraud is shown on the part of the procuring agency or the solicitation contains definitive responsibility criteria which allegedly have not been applied. Gillette Industries, Inc., B-205476.2, January 5, 1982, 82-1 CPD 13. Neither has been alleged here.

To the extent that Sierra contends that the awardee is substituting a different filling than that required by the contract specification, this is a matter of contract administration which does not relate to the propriety of the award. Contract administration is the function and responsibility of the procuring activity and our Office does not resolve such matters under our Bid Protest Procedures. 4 C.F.R. § 21.3 as amended by 48 Fed. Reg. 1932, January 17, 1983; Welch Allyn, B-206193.2, March 2, 1982, 82-1 CPD 187.

The protest is dismissed.

Harry R. Van Cleve
Harry R. Van Cleve
Acting General Counsel