

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

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**FILE:** B-216584**DATE:** October 22, 1984**MATTER OF:** MKC Electronics Corp.**DIGEST:**

1. Bidder's ability to perform contract according to specifications is a matter of responsibility and GAO does not review a contracting officer's affirmative determination of responsibility except in limited circumstances not applicable here.
2. Whether specification requirements are met during performance of contract is a matter of contract administration which GAO will not consider.

MKC Electronics Corp. (MKC) protests the award to Scott Aviation of a subcontract under Department of the Army contract DAAA09-77-C-4002 with Martin Marietta Aluminum Sales, Inc. (Martin Marietta). Since Martin Marietta is the prime operating contractor of the government-owned, contractor-operated Milan Army Ammunition Plant, this protest falls within the limited circumstances under which this Office reviews protests of the award of subcontracts. Optimum Systems, Inc.- Subcontract Protest, 54 Comp. Gen. 767 (1975), 75-1 CPD ¶ 166.

Martin Marietta issued Request for Quotation No. S-84-1977 for 2,196 Arresting Cable Assemblies. MKC contends that it is currently the only supplier of arresting cable assemblies and that only it uses the sole approved source for one of the key components. Martin Marietta, however, determined that Scott Aviation was the "lowest evaluated responsive responsible bidder" and awarded Scott the contract.

MKC's protest raises a question of Scott's responsibility, that is, the ability of the firm to perform a contract according to the specifications. The contracting

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officer must determine that a prospective contractor is responsible before awarding a contract to any company, and our Office does not review an affirmative determination of responsibility absent a showing that the contracting officer may have acted fraudulently or in bad faith, or that definitive responsibility criteria in the solicitation have not been met. Neither exception appears to be applicable here.

Likewise, Scott Aviation's compliance with its obligations under the provisions of its contract is a matter of contract administration and will not be considered under our Bid Protest Procedures, 4 C.F.R. Part 21 (1984). See Mosler Safe Co., B-213864, Feb. 2, 1984, 84-1 CPD ¶ 144.

The protest is dismissed.

*Harry R. Van Cleve*

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General Counsel