



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Chaulk Ambulance Service
File: B-228278
Date: January 7, 1988

DIGEST

Solicitation requirement that "contractor" perform using certain equipment is a performance requirement, not a prerequisite to award; whether awardee will be able to perform as required concerns the firm's responsibility, a matter within the contracting agency's discretion that General Accounting Office will not review absent certain limited circumstances.

DECISION

Chaulk Ambulance Service protests the award of a contract to Norfolk Bristol Ambulance Service under invitation for bids (IFB) No. 525-I-88, issued by the Veterans Administration (VA) Medical Center, Brockton, Massachusetts. The protester argues that the award is improper because Norfolk lacks sufficient equipment to perform the contract. We dismiss the protest.

The IFB schedule was divided into multiple sections, seeking prices for ambulance services for Brockton, West Roxbury, and Worcester; hired car service for Brockton; wheelchair car service for Brockton and West Roxbury; and advanced life support service for Brockton. Norfolk submitted a bid on all items except ambulance service for Worcester, and was the apparent low bidder on each item bid. Chaulk bid on ambulance service for West Roxbury and Worcester and wheelchair car service in West Roxbury. Chaulk was the low bidder for Worcester, but was declared nonresponsible, and thus ineligible for award, based on inadequate performance under a current contract to provide ambulance service for Worcester. Specifically, Chaulk was late in answering all 18 ambulance calls under its contract (i.e., 100 percent delinquency rate).

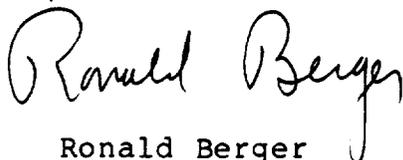
The solicitation stated that no more than 6 ambulances, 1 advanced life support ambulance and 7 electrocardiogram (EKG) monitors would be required at one time, and that the "ambulance company is required to have a modular ambulance

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available when a monitoring device is required for a specific patient." Chaulk interprets these provisions as requiring bidders to have at least seven modular ambulances, one for each of the seven EKG monitors the contractor might be required to provide at one time, and argues that since Norfolk does not have seven modular ambulances, the award was improper. The VA states that the IFB was not intended to require a modular ambulance for each EKG monitor.

The protest is without merit. First, the IFB did not require bidders to possess any specific equipment in order to compete for the contract. Rather, all equipment requirements were set forth under the work statement, which described only how the "contractor" was to perform the contract. See Motorola Communications and Electronics, Inc., B-225613, Jan. 27, 1987, 87-1 CPD ¶ 91. Whether Norfolk will be able to perform as required is a matter of the firm's responsibility, a matter within the contracting agency's discretion that we will not question under the circumstances here. See generally Environmental Technology Corp., B-225479.3, June 18, 1987, 87-1 CPD ¶ 610. Moreover, the VA points out that Chaulk did not have a modular ambulance for each EKG monitor under its current contract, despite a requirement in its contract similar to the one it questions here, and thus was on notice that the VA did not share Chaulk's interpretation.

The protest is dismissed.



Ronald Berger
Deputy Associate
General Counsel