

Cohen

**DECISION**



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

18959

FILE: B-203257

DATE: August 3, 1981

MATTER OF: Security Assistance Forces &  
Equipment, OHG

**DIGEST:**

Post-award decision to extend delivery schedule is matter of contract administration, which is function and responsibility of contracting agency. Decision will not be reviewed by GAO unless it is shown that contract was awarded with intention to alter schedule to prejudice of prospective awardee's competitors, or that change was so substantial that it distorted competition on which award was based.

Security Assistance Forces & Equipment OHG (SAFE) protests the April 16, 1981 issuance by the U.S. Command, Berlin and U.S. Army, Berlin, of a delivery order for 100 smoke detectors to Siemens AG under solicitation USAB-81-R0196. SAFE, the only other offeror, speculates that Siemens AG's offer was higher than SAFE's, and thus that if the award price is less than SAFE's offer was the procuring authority must have improperly negotiated that lower price with Siemens AG. SAFE also protests that in performing the contract Siemens AG is not complying with the delivery schedule that was stated in the solicitation, and that the Army should have known that would happen before awarding Siemens AG the contract.

The protest is denied in part and dismissed in part.

Regarding the contract price, the Army reports that no negotiations were conducted under this solicitation, and has furnished our Office with copies of the two offers, which show that Siemens AG was lower. SAFE's speculation therefore is unfounded, and this portion of the protest is denied.

[Protest of Army Issuance of Delivery Order for Smoke Detectors]

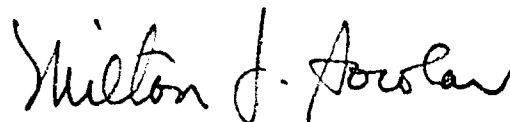
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Concerning Siemens AG's performance, the record shows that the solicitation required delivery four weeks after issuance of the order; that Siemens AG agreed to that requirement in its offer; and that the order therefore was issued on the basis of a May 12, 1981 delivery. The Army reports, however, that the date set for delivery subsequently was extended to July 31.

The decision to extend a delivery schedule is a matter of contract administration, which is the function and responsibility of the contracting agency. SMI (Watertown), Inc., B-188174, February 8, 1977, 77-1 CPD 98. We will not review a protest against such an extension unless it is shown either that the procuring agency awarded the contract with the intention to alter the delivery schedule after award to the prejudice of the prospective awardee's competitors, see Tricentennial Energy Corporation, B-197829, October 21, 1980, 80-2 CPD 303, or that the change was so substantial that it distorted the competition on which the award was based. See Gull Airborne Instruments, Inc., B-197204, August 8, 1980, 80-2 CPD 316.

The protester, however, has the burden to affirmatively prove its case. Dynal Associates, Inc., B-197348, July 14, 1980, 80-2 CPD 29. There is nothing in the record (other than SAFE's allegation) to suggest that either of the above situations existed. Accordingly, we will not consider the matter, and the protest on this issue is dismissed.



Acting Comptroller General  
of the United States