

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

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**FILE:** B-211528.2**DATE:** August 9, 1983**MATTER OF:** South Central Corporation**DIGEST:**

1. GAO will not review affirmative determinations of responsibility except in limited circumstances which have not been alleged by protester.
2. Whether contractor is performing in accordance with contract terms is matter of contract administration for resolution by contracting agency, not GAO.

The South Central Corporation (South Central) protests the award made to Armco, Inc. (Armco), rather than to itself, of United States Army Corps of Engineers (Memphis District) contract No. DACW66-83-C-0048. South Central believes that the Armco failure to make the required contract deliveries of June 7 and 14, 1983, validates its protest against the contracting agency's finding Armco to be a responsible (capable of performing the contract) bidder.

South Central initially raised objections to any Armco award at a meeting with the contracting agency on May 2, 1983. Subsequent thereto, the contract was awarded to Armco. By letter of June 10 to the contracting agency, South Central inquired as to any deliveries made by Armco under the contract. The contracting agency advised in its June 24 letter that Armco had not made the required June 7 and 14 deliveries and that a cure notice had been issued to Armco under the default clause of the contract. South Central then filed its protest with our Office.

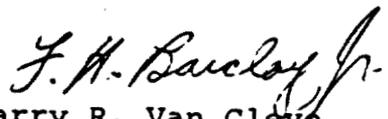
Since South Central did not protest to our Office within 10 working days after the initial adverse agency action (the award) on its protest to the contracting agency, its protest would be untimely and not for consideration under our Bid Protest Procedures (see 4 C.F.R. § 21.2(a) (1983)). However, we would not consider the South Central

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protest against the award even if timely. Our Office does not review protests against affirmative determinations of responsibility except where the actions of the procurement officials in making the determination are tantamount to fraud or where the solicitation contains definitive responsibility criteria which allegedly have not been applied. Cardinal Moving & Storage Inc., B-209915, December 22, 1982, 83-1 CPD 2. South Central has not alleged the existence of either of the two exceptions to our rule.

Also, if South Central's protest is against the failure of Armco to comply with the terms of its contract, we point out that whether a contractor is performing in accordance with the terms of its contract is a matter of contract administration and for resolution by the contracting agency, not our Office. Gulf Systems Inc., B-210080, January 6, 1983, 83-1 CPD 12.

Accordingly, the protest is dismissed.

*for*   
Harry R. Van Cleve  
Acting General Counsel