

DECISION



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

26571

FILE: B-212701

DATE: October 20, 1983

MATTER OF: Sargent & Greenleaf, Inc.

DIGEST:

1. Protest against awardee's ability to comply with specifications concerns matter of responsibility which GAO does not review 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.

Sargent & Greenleaf, Inc. (S&G), protests the award of a contract to LaGard, Inc., under solicitation No. DLA500-83-Q-R002 issued by the Defense Industrial Supply Center for combination locks. S&G contends that LaGard's offer is nonresponsive because the combination lock it offered does not meet specification requirements. S&G's position is not based upon LaGard having taken any exception to the specifications, but upon the opinion of an Army testing facility some months before this procurement that the LaGard Style II combination lock is not acceptable for use in securing classified and sensitive information.

To the extent that S&G is contending that the contract should not have been awarded to LaGard because of its inability to comply with the specification requirements, it is challenging LaGard's responsibility, that is, the ability to perform a contract according to the specifications. The contracting officer must determine that a prospective contractor is responsible before awarding a contract to that firm, and our Office does not review an affirmative determination of responsibility absent a showing that the contracting officer acted fraudulently or in bad faith, or that definitive responsibility criteria in the solicitation have not been met. Domar Industries, B-209861, December 30, 1982, 82-2 CPD 589; Nicolet Technology Corp., B-192895, September 28, 1978, 78-2 CPD 244. Neither exception appears applicable here.

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Moreover, whether a contractor complies with its obligations under the provisions of a contract is a matter of contract administration and is not for resolution under the Bid Protest Procedures, 4 C.F.R. part 21 (1983). See Gulf Systems Inc., B-210080, January 6, 1983, 83-1 CPD 12.

The protest is dismissed.

Harry R. Van Cleve
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Acting General Counsel