

DECISION

27536
**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

FILE: B-213724.2**DATE:** February 28, 1984**MATTER OF:** ASC Medicar Service, Inc.--
Reconsideration**DIGEST:**

1. Prior decision which dismissed protest challenging awardee's ability to comply with solicitation requirements is affirmed since allegation concerns matter of responsibility which GAO does not generally review.
2. Allegation concerning change in contract commencement date concerns a matter of contract administration, which is the contracting agency's responsibility, not GAO's.

ASC Medicar Service, Inc. (ASC), requests reconsideration of our decision in ASC Medicar Service, Inc., B-213724, December 30, 1983, 83-2 CPD _____, concerning the award of a contract by the Veterans Administration (VA) to James Medicar for the supply of medicars.

ASC alleged that James Medicar did not actually have the number of cars required by the solicitation to perform the contract. We dismissed the protest since our Office does not review protests alleging the nonresponsibility of a competitor, except in circumstances not present here. See 4 C.F.R. § 21.3(g)(4) (1983).

ASC contends that it is not protesting James Medicar's responsibility, but its responsiveness. ASC is treating the listing of equipment in James Medicar's bid as a matter of responsiveness and, contends that the cars listed therein were not available at bid opening.

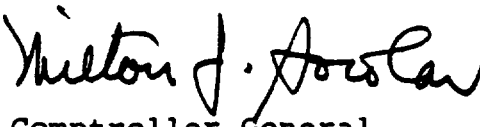
While the solicitation required as a matter of contract performance that the contractor have eight cars, the provision for the listing of cars was not part of that contractual provision and was for informational purposes only. The requirement for the listing of equipment to be used in the performance of a contract relates to responsibility, not responsiveness, even where language in the solicitation states that failure to provide the information will result in rejection of the bid. See D&D Aero Spraying, Inc., B-182070, November 26, 1974, 74-2 CPD 295. In the instant case, the listing provision contained no language concerning the requirement or the affect of failure to list cars.

Our review of James Medicar's bid indicates that James Medicar did furnish the state license numbers and vehicle serial numbers of eight medicars that were to be utilized for the performance of this contract. However, there is nothing in the solicitation which requires the use of the listed cars or precludes substitution of other cars so long as the substituted cars are adequate for performance. Whether James Medicar is able to provide adequate cars involves responsibility, which our Office will generally not review. Furthermore, whether James Medicar, in fact, complies with its obligations under this contract is a matter of contract administration and is not for resolution under the Bid Protest Procedures. See 4 C.F.R. part 21.

In addition, ASC complains that the VA has now instructed its personnel not to call ASC for assistance even where no other medicars are available. Also, ASC contends that the date for commencement of the contract was changed without notice and that such an action constitutes either an "abuse of discretion or a conspiracy to award the contract to the successful bidder."

Our Bid Protest function is reserved for considering whether the contract award process in a particular procurement complied with statutory, regulatory or other legal requirements. ASC's allegation concerning the VA's refusal to deal with ASC is outside the scope of this function. Also, the question concerning the commencement date of the contract is a postaward matter and, as such, falls within the ambit of contract administration, which is the function and responsibility of the contracting agency. The Swanson Corporation, B-212474, August 8, 1983, 83-2 CPD 183.

Our prior decision is affirmed.


for Comptroller General
of the United States