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**DECISION**



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

**FILE:** B-220857 **DATE:** November 1, 1985  
**MATTER OF:** Cadillac Ambulance Service, Inc.

**DIGEST:**

1. Protest against awardee's ability to comply with solicitation requirements concerns matter of responsibility which GAO does not generally review.
2. Where solicitation does not impose a specific license requirement, agency may make award without regard to whether bidder is licensed under local law.
3. Responsibility for administration and enforcement of the Service Contract Act is vested in the Department of Labor, not GAO.

Cadillac Ambulance Services, Inc. (Cadillac) protests the award of a contract to Antioch Ambulance Service (Antioch) under invitation for bids (IFB) No. 612-02-86 issued by the Veterans Administration (VA) for non-emergency ambulance service.

Cadillac contends that the award to Antioch was improper because Antioch does not have the requisite equipment and personnel to perform the contract. Also, Cadillac argues that Antioch does not have the local ambulance permit required by the IFB and alleges that Antioch does not pay its employees the minimum wage and benefits required by the Service Contract Act.

We dismiss the protest.

To the extent Cadillac is contending that the contract should not have been awarded to Antioch because of its inability to comply with the IFB's requirements, Cadillac is challenging Antioch's responsibility. Our Office does not review protests alleging the nonresponsibility of a competitor except in circumstances not present here. Bid Protest Regulations, 4 C.F.R. § 21.3(f)(5) (1985); ASC Medicar Service, Inc., B-213724, Dec. 30, 1983, 84-1 CPD ¶ 45. Also, we note that whether a contractor complies

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with its obligations under a contract is a matter of contract administration which our Office will not consider. Data-Control Systems, B-218971, June 20, 1985, 85-1 CPD ¶ 705.

Moreover, the IFB did not impose a specific state or local licensing requirement as a prerequisite to award. The IFB merely required that the successful bidder meet all federal, state or city codes regarding this type of service. Where no specific license requirement is imposed, the contracting officer is free to make an award without regard to whether the bidder is licensed under local law. North Park Village Homes, Inc., B-216862, Jan. 31, 1985, 85-1 CPD ¶ 129. This is so because contracting officers generally are not competent to pass upon the question of whether a particular state or local license or permit is legally required for the performance of federal work; therefore compliance with such requirements are the responsibility of the contractor. Olson and Assoc. Engineering, Inc., B-215742, July 30, 1984, 84-2 CPD ¶ 129.

If a particular license or permit is required by the state or local authorities and it does not conflict with federal law, the state or local authority is free to enforce its laws against the contractor. If such action prevents the contractor from performing the contract, the contracting officer may terminate the contract for default. Here, the record shows that Antioch is currently being permitted to operate by local officials pending a final decision on its ambulance permit application. The VA is permitting Antioch to perform in the interim, and we see nothing improper in the VA's action regarding this matter.

Finally, we note that whether Antioch complies with the Service Contract Act wage determinations during the performance of the contract is a matter for the Department of Labor and not our Office, since the Department of Labor is responsible for the administration and enforcement of the Act. Central Texas College, B-218279 et al., Mar. 13, 1985, 85-1 CPD ¶ 310.

The protest is dismissed.

*Ronald Berger*

Ronald Berger  
Deputy Associate  
General Counsel