

DECISION



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

FILE: B-219323.2

DATE: December 13, 1985

MATTER OF: Fugro Inter, Inc.--Reconsideration

DIGEST:

1. Request for reconsideration is denied where the protester fails to specify any errors of law or information not previously considered.
2. Whether a contractor is performing in compliance with contract requirements is a matter of contract administration to be decided by the procuring agency, not GAO.
3. GAO does not conduct investigations to establish the validity of a protester's assertions.

Fugro Inter, Inc. requests that we reconsider our decision, Fugro Inter, Inc., B-219323, Oct. 2, 1985, 85-2 CPD ¶ 373. In that decision we dismissed as untimely Fugro's protest of the award of a contract by Holmes & Narver, Inc., an operating contractor for the Department of Energy, to McClelland Engineers, Inc. for an overwater subbottom exploratory drilling project in the Marshall Islands.

In its protest, Fugro contended that Holmes & Narver failed to give enough consideration to the solicitation's technical factors and gave too much weight to cost. Our Bid Protest Regulations require that protests be filed within 10 days after the basis for the protest is known or should have been known, whichever is earlier. 4 C.F.R. § 21.2(a)(2) (1985). We dismissed Fugro's protest as untimely because Fugro did not protest until 7 months after award and because Fugro had not diligently pursued information that formed the basis of protest.

Fugro asserts in its request for reconsideration that it could not have protested the award of the contract to McClelland any earlier than July 1985 since it did not

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learn until that time that the subcontractor's equipment was not adequate for the job. As we pointed out in our original decision, performance problems resulting from the subcontractor's equipment had no direct relationship to the basis of protest. Our Office will not reverse a decision unless the request for reconsideration specifies information not previously considered or demonstrates that errors of law exist in the original decision that warrant reversal. 4 C.F.R. § 21.12(a); Triad Associates, Inc.-- Reconsideration, B-214612.2, May 22, 1984, 84-1 CPD ¶ 550. Fugro has not met either of these requirements. Mere disagreement with our previous decision does not provide grounds for reversal. Batco Industries, Inc.-- Reconsideration, B-212847.2, Apr. 18, 1984, 84-1 CPD ¶ 441.

Throughout Fugro's request for reconsideration, it insists that McClelland did not perform adequately under the contract. Fugro's allegations concerning McClelland's performance are matters of contract administration which are not for consideration by our Office under our Bid Protest Regulations. 4 C.F.R. § 21.3(f)(1); Meditech Inc., B-217428, Jan. 16, 1985, 85-1 CPD ¶ 45. Our bid protest forum is reserved for considering whether an award of a contract complies with statutory, regulatory and other legal requirements, not for matters concerning post-award performance. Northwest Forest Workers Association, B-217588, Jan. 24, 1985, 85-1 CPD ¶ 99. Once a contract has been awarded, the question of whether the contractor meets its contractual obligations must be decided by the procuring agency, not our Office. Central Texas College System, B-217491, Jan. 25, 1985, 85-1 CPD ¶ 102. In any event, the record shows that contract performance has been completed and that the agency is satisfied with the result.

Finally, Fugro requests that we investigate this entire matter. Our Office does not conduct investigations in connection with its bid protest function for the purpose of establishing the validity of a protester's assertions. Raytheon Support Services Co., B-216898, Sept. 25, 1985, 85-2 CPD ¶ 334.

We deny the request for reconsideration.

fa Seymour E. Goss
 Harry R. Van Cleve
 General Counsel