



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: B-224595
File: Gateway Cable Company
Date: November 17, 1986

DIGEST

When the protester does not allege that a low bidder has taken exception to military specifications and drawings, but rather questions the firm's intent and ability to provide an interchangeable part, the allegations concern responsibility. If the procuring agency determines that the firm is responsible--a determination that the General Accounting Office generally will not review--it will be legally obligated under any contract awarded to it to provide supplies in accord with the specifications and drawings.

DECISION

Gateway Cable Company protests the proposed award of a contract for cable kits to Aurora Cord and Cable Company under invitation for bids (IFB) No. DAAE07-86-B-J585, issued by the U.S. Army Tank-Automotive Command (TACOM), Warren, Michigan. The protester alleges that Aurora intends to supply a component identical to that which it has been furnishing under two other TACOM contracts that deviates from the military specification and drawings applicable to the current solicitation.

We dismiss the protest.

The IFB, issued June 13, 1986 with an amended closing date of August 4, was set aside for small business concerns. It called for a first article plus a production quantity of 16,200 cable kits to be delivered in increments of 1,000 at 30-day intervals. The government may order up to an additional 16,200 cable kits under the option provisions of the contract.

When its bid is evaluated on an FOB origin basis, Aurora is the apparent low bidder; its unit price \$83.23. Gateway is second low with a unit price of \$86.27.

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In protests to the agency and to our Office, Gateway states that it obtained a plug connector, the component in question, manufactured by Aurora and determined that its length, width, and height exceed acceptable tolerances. The protester alleges that because of this, Aurora's part is not compatible with its own or that of three other contractors, all of whom have passed first article testing. According to the protester, but for a solicitation requirement for interchangeability, it would have offered a new design of its own at a lower price.

There is nothing in the record to indicate that Aurora took exception to the applicable military specification and drawings, and Gateway does not allege that it did. Rather, Gateway essentially questions the firm's intent and ability to provide an interchangeable part. This is a matter of responsibility, not responsiveness. Montgomery Elevator Co., B-220655, Jan. 28, 1986, 86-1 CPD ¶ 98. If the the Army determines that Aurora is responsible--a determination that our Office generally will not review--Aurora will legally be obligated under the contract awarded to it to provide cable kits in accord with the specification and drawings. Id; Spectrum Communications, B-220805, Jan. 15, 1986, 86-1 CPD ¶ 49.

We therefore have no legal basis to object to the award, assuming that the Army finds the firm to be responsible. If not, it will be a matter for the Small Business Administration under the certificate of competency procedures. See 15 U.S.C. § 637(b)(7) (1982); Aviation Specialists, Inc., et al., B-218597 et al., Aug. 15, 1985, 85-1 CPD ¶ 174.

The protest is dismissed.



for
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