



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Discount Machinery and Equipment, Inc.

File: B-227884.2

Date: July 30, 1987

DIGEST

Allegation that awardee will not supply a product that conforms to the specifications concerns a matter of contract administration which is not reviewable by General Accounting Office.

DECISION

Discount Machinery and Equipment, Inc. requests that we reconsider our decision dismissing its protest of the award of a contract to KTS Industries by the Defense Logistics Agency (DLA) under invitation for bids (IFB) No. DLA0027-87-B-0015. See Discount Machinery & Equipment, Inc., B-227884, July 2, 1987, 87-2 C.P.D. ¶ ____.

We affirm the dismissal.

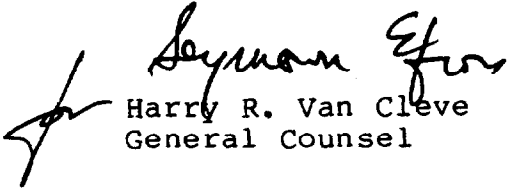
In its initial protest, Discount argued that KTS's bid was nonresponsive because KTS does not offer the foot-operated workpiece feed mechanism required by the IFB. However, Discount had not alleged that KTS's bid took any exception to the IFB's specifications and, therefore, Discount was essentially questioning KTS's ability to provide products that comply with those specifications. We dismissed the protest because it concerned the awardee's capability to meet the IFB's requirements--a matter of responsibility. We stated that the General Accounting Office will not review an agency's affirmative determination of responsibility except in limited circumstances, which did not apply.

In its request for reconsideration, Discount alleges that in a recent telephone conversation with KTS technical personnel they advised that KTS does not manufacture and will not supply the foot-operated workpiece feed mechanism required by the IFB. Discount believes this new information warrants reconsideration of its original protest. We do not agree.

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KTS made an unequivocal offer to comply with the requirements of the solicitation; therefore, KTS' bid was responsive. Since the agency accepted the bid, the agency decided that KTS is capable of furnishing the specified item, and KTS is bound by the contract. Whether KTS actually complies with its obligation is a matter of contract administration within the ambit of the contracting agency, and is not reviewable under our bid protest function. CORE International, Inc., B-225640, Jan. 21, 1987, 87-1 C.P.D. ¶ 78.

Our decision is affirmed.


Harry R. Van Cleve
General Counsel