



**The Comptroller General
of the United States**

Washington, D.C. 20548

Curcio

Decision

Matter of: Brazil Van and Storage Corp.

File: B-234394

Date: March 24, 1989

DIGEST

Protest that agency improperly awarded a contract for moving services to a bidder without Interstate Commerce Commission (ICC) authorization is dismissed where the contracting officer made an affirmative determination that the bidder is responsible and the solicitation does not require that the bidder hold ICC authorization as a prerequisite to finding the bidder responsible.

DECISION

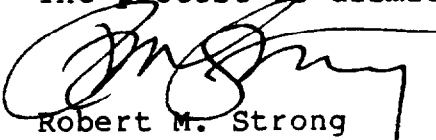
Brazil Van and Storage Corp. protests the award of a contract to KMS Moving and Storage under Department of the Air Force invitation for bids (IFB) No. F04607-88-B0017. We dismiss the protest because it is clear from the agency report that it does not present an issue which our Office will review. See Bid Protest Regulations, 4 C.F.R. § 21.3(m) (1988).

The IFB was issued to procure services to pack, crate and transport the personal property of Air Force personnel. The IFB requested bids for three schedules: I, outbound services; II, inbound services; and III, intra-city and intra-area moves. The IFB also contained the permits, authorities and franchises clause required to be placed in transportation solicitations by Federal Acquisition Regulation (FAR) § 52.247-2. This provision requires offerors to certify whether they hold authorization from the Interstate Commerce Commission (ICC) or another cognizant regulatory body and, if so, to indicate the name of the regulatory body and the authorization number. The contracting officer awarded the contract for schedule III to the low bidder, KMS, which certified that it held authorization No. Cal-T-100-508 from the State of California Public Utilities Commission. Brazil protests that the award to KMS is improper because KMS does not have ICC authorization to provide the required services.

044974/138261

Since Brazil, in essence, contends that KMS lacks the capability to meet the contract requirements, Brazil's protest concerns the contracting officer's finding that KMS is a responsible firm. Our Office will review such a determination only where there is a showing that the contracting officer acted fraudulently or in bad faith or failed to apply definitive responsibility criteria in the solicitation. 4 C.F.R. § 21.3(m)(5); Cumberland Sound Pilots Assoc., B-229642, Mar. 29, 1988, 88-1 CPD ¶ 316. Here, there is no allegation or indication that the contracting officer engaged in fraud or bad faith in finding that KMS is a responsible firm. Further, the standard FAR clause in the IFB does not require the bidder to have ICC authorization, but only to certify whether it holds authorization from the ICC or another regulatory body, and, if so, to provide the authorization number. Accordingly, the clause is merely a listing requirement to provide information for the contracting officer's convenience; it does not constitute a definitive responsibility criterion. Quality Transport Services, Inc., B-225611, Mar. 26, 1987, 87-1 CPD ¶ 346. Consequently, we have no basis to review the contracting officer's finding that KMS is a responsible firm.

The protest is dismissed.



Robert M. Strong
Associate General Counsel