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M. E. L.  
Proc II

**DECISION**



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

**FILE: B-190877**

**DATE: March 21, 1978**

**MATTER OF: Inflated Products Company, Inc.**

**DIGEST:**

1. Establishment of qualification and testing procedures to insure that articles being produced meet specifications is for cognizant technical activity. GAO will not question determinations as to what provisions should be included in solicitation for this purpose unless they unduly restrict competition or violate statutes or regulations.
2. Failure to specify particular tests in contract does not prevent Government from making such tests if reasonable and necessary to verify that product offered meets specifications.
3. Adequacy of quality control, testing, and inspection under current contracts is matter of contract administration, not for resolution under bid protest procedures.

Inflated Products Company, Inc. (Inflated) has protested what it believes are deficiencies in quality control procedures in invitation for bids (IFB) No. DAAK01-77-B-5472, issued June 20, 1977, by the Army Troop Support and Aviation Materiel Readiness Command (TSARCOM), St. Louis, Missouri. The Army sought 136 inflatable shelters conforming to Military Specification (MIL-S) 43893(GL), as amended. Bid opening, originally scheduled for December 16, 1977, has been extended to March 31, 1978.

Inflated initially protested to the contracting agency; when no action was taken, it submitted a protest to our Office on December 12, 1977. Its first basis of protest was the packaging and packing requirements of the solicitation. Inflated quoted a December 1, 1977, letter from TSARCOM acknowledging that damage to

shelters which had been produced by Inflated under two prior contracts had occurred after shipment and was due to inadequate packaging and packing. The subject solicitation has since been amended to require Level A/A packaging and packing, which imposes more stringent requirements, and Inflated has withdrawn this portion of its protest.

Inflated's remaining basis of protest involves quality control, traceability, and verification testing by the Government. In the December letter, TSARCOM also had informed Inflated that its shelters had zippers torn loose from the fabric, wrinkles in the seam area, and frayed electrical wiring. TSARCOM stated:

"These discrepancies are a result of poor quality control during manufacture and inspection. Our quality control procedures are being reviewed and will be revised where needed."

Because no revisions have been made, Inflated argues that the protested solicitation lacks sufficient quality control procedures and/or traceability requirements to prevent reoccurrence of these defects, and that an award under it may result in delivery of an end item of questionable quality.

The Army points out that three quality control clauses prescribed by Armed Services Procurement Regulation (ASPR) § 14-304(a)(i) (1975 ed.) were either specifically included or incorporated by reference in the protested solicitation. These include ASPR § 7-103.5(a), which permits Government inspection and testing of all supplies (defined as raw materials, components, intermediate assemblies, and end products) during manufacture and, in any event, before acceptance; ASPR § 7-103.24, which requires the contractor to perform inspections and tests which substantiate that the supplies conform to drawings, specifications, and contract requirements; and ASPR § 7-104.28, which requires the contractor to provide and maintain, subject to Government review and approval, a quality program in accordance with MIL-Q 9858. Such a contractor maintained quality program, the Army states, should insure traceability while maintaining quality control through Government inspection and testing.

A clause dealing with verification testing of materials used in the manufacture of the end item by

the Government was excluded from the protested solicitation upon recommendation of the Directorate for Quality Assurance, Headquarters, Army Materiel Development and Readiness Command. Inflated specifically protests this exclusion. The Army, however, argues that the clause is superfluous because the applicable military specification, MIL-S 43893(GL), § 4.1, reserves the Government's right to perform any of the inspections set forth in the specification. Moreover, the Army points out, the section of the protested solicitation dealing with "Inspection and Acceptance" outlines still further quality control and inspection rights of the Government.

The sole issue here is whether the protested solicitation includes sufficient quality control, inspection, and testing provisions to insure that the Government will receive an end product which meets its specifications.

The establishment of qualification and testing procedures to insure that articles being produced meet the Government's needs is a matter of specification preparation, within the expertise of the cognizant technical activity. See Charles J. Dispenza & Associates, B-183131, April 16, 1975, 75-1 CPD 229, and cases cited therein. We will not question determinations as to what provisions should be included in a solicitation for this purpose unless they unduly restrict competition or otherwise violate statutes or regulations. B-174384, May 9, 1972. We do not believe this is the case here.

As for deletion of the verification testing clause, our Office has adopted the rule of Crown Coat Front Co., Inc. v. United States, 292 F. 2d 290 (Ct. Cl. 1961), in holding that failure to specify certain tests in a contract does not prevent the Government from making such tests when reasonable and necessary to verify that the product being offered meets its specifications. B-160590, February 2, 1967; B-156606, July 21, 1965; see also B-176526, November 8, 1972.

For the foregoing reasons, we find that the protested solicitation contains sufficient safeguards to insure that the Army will obtain the required product. Finally, the adequacy of quality control, testing, and inspection under Inflated's current contracts with TSARCOM is, of course, a matter of contract administration, not for resolution under our bid protest procedures. See General Fire Extinguisher Corporation, B-186954, November 15, 1976, 76-2 CPD 413.

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Accordingly, the protest is denied.

  
Acting Comptroller General  
of the United States