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R. M. Martin  
Page 21

**DECISION**



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

**FILE:** B-192895

**DATE:** September 26, 1978

**MATTER OF:** Nicolet Technology Corp.

**DIGEST:**

1. Contractor's compliance with delivery and Buy American provisions of contract involve matters of contract administration and are not for resolution under GAO bid protest function.
2. Bidder's capability to comply with delivery and Buy American provisions are matters of responsibility to be determined by the contracting officer and will not be reviewed by GAO except in circumstances not present here.
3. Where protester's initial submission indicates protest is without merit, GAO will render decision on matter without obtaining report from procuring agency.

Nicolet Technology Corporation (Nicolet) protests award of a contract to Bruker Instruments, Inc. (Bruker) under solicitation No. 222-78-2314 by the National Center for Toxicological Research, Jefferson, Arkansas. Nicolet contends that Bruker cannot deliver a domestic spectrometer in accordance with the specified delivery time and Buy American representations in its bid. The information submitted to this Office by Nicolet indicates that its protest of July 7, 1978 to the procuring activity was denied on September 5, 1978 because the instrument offered by Bruker was considered as qualifying as a domestic end product as to both place of manufacture and cost of the foreign and domestic components utilized.

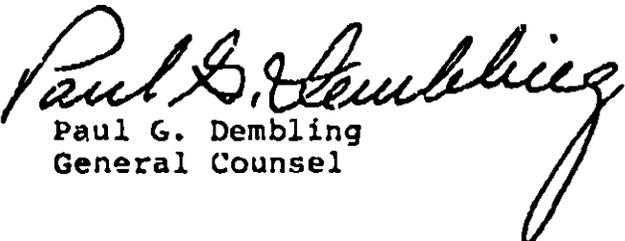
To the extent that Nicolet may be contending that the contract should not have been awarded to Bruker because of its alleged inability to comply with the delivery and Buy American requirements, it is challenging the contracting officer's affirmative determination

of Bruker's responsibility. This Office does not review protests of affirmative determinations of responsibility, except in circumstances not present here. See Central Metal Products, Inc., 54 Comp. Gen. 66 (1974), 74-2 CPD 64; Data Test Corporation, 54 Comp. Gen. 499 (1974), 74-2 CPD 365, affirmed 54 Comp. Gen. 715 (1975), 75-1 CPD 138.

Moreover, whether contractor will comply with its obligations under the delivery and Buy American provisions of its contract are matters of contract administration. Cameron Manufacturing Company, B-184767, May 17, 1976, 76-1 CPD 328. Issues pertaining thereto are not for resolution under our Bid Protest Procedures, 4 C.F.R. Part 20 (1977) which are reserved for considering whether an award or proposed award of a contract complies with the statutory, regulatory and other legal requirements. Becker Instruments & Photographic Optics, B-185411, July 14, 1976, 76-2 CPD 43.

Thus, this case falls within the ambit of our decisions which hold that where it is clear from the protester's initial submission that the protest is not reviewable, we will dismiss the matter on the basis of the protester's submission without obtaining a report from the procuring agency under our Bid Protest Procedures, *supra*. See Western Branch Diesel, Inc., B-190407, December 21, 1977, 77-2 CPD 494 and the cases cited therein.

Accordingly, this protest is summarily denied.

  
Paul G. Dembling  
General Counsel