

DECISION

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

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FILE: B-209488.2**DATE:** May 9, 1983**MATTER OF:** Goodhew Ambulance Service, Inc.**DIGEST:**

1. Protest against award of contract to firm is dismissed as academic where contract has been terminated for default.
2. GAO will not consider an allegation that a firm is not in compliance with a solicitation's general licensing requirement because this is a matter to be resolved between State and local authorities and the contractor, and only in limited situations concerns an affirmative finding of responsibility which is not reviewed by GAO except in circumstances not present here.

Goodhew Ambulance Service, Inc. (Goodhew), protests the award of a contract to American Ambulance Service, Inc. (American), under invitation for bids (IFB) No. 600-17-83 issued by the Veterans Administration Medical Center (VA), Long Beach, California. The IFB was for furnishing ambulance service.

Goodhew contends that American failed to comply with several conditions of the IFB and therefore was not qualified for an award.

We dismiss the protest.

The IFB contained the following pertinent provisions:

"2. Bidders Qualifications: [a] Proposal will be considered only from bidders who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all the items under this contract. Successful bidder shall be responsible for meeting all requirements of Federal, State or City codes regarding operations of this type of service."

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The VA advises that American's contract has been terminated for default and, therefore, considers the protest against the award to American academic. Goodhew also questions the award to Seals Ambulance following the termination on the grounds that Seals did not possess a license to operate an ambulance service in Los Angeles County, Los Angeles City or the City of Long Beach. Goodhew also questions whether Seals has all the required licenses at the present time.

Regarding the protest against the award to American, we agree with the VA's position that since the contract in question was terminated for default, Goodhew's protest against the award to American is academic, and, therefore, this part of the protest is dismissed. See VSI Corporation, Aerospace Group, B-204959, July 30, 1982, 82-2 CPD 94; Kan-Du Tool & Instrument Corp., B-206739, June 1, 1982, 82-1 CPD 510.

Goodhew's contention concerning Seal's alleged noncompliance with the licensing requirements is not a basis to reject a bidder as nonresponsible where, as in this case, the solicitation requires in general terms that the contractor obtain all necessary licenses and permits, since this is a matter to be resolved between the contractor and the State and local authorities. See Morris Moving & Storage, B-206726, June 15, 1982, 82-1 CPD 586. New Haven Ambulance Service, Inc., B-190223, March 22, 1978, 78-1 CPD 225.

The only exception to the rule precluding the contracting officer from determining a bidder nonresponsible for failure to possess a State or local license under a general licensing requirement concerns situations where the contracting officer reasonably determines (based upon indications from State authorities) that enforcement attempts by the State are likely and there is a reasonable possibility that such enforcement attempts could interrupt and delay performance under the contract if awarded to the unlicensed contractor. See What-Mac Contractors, Inc., 58 Comp. Gen. 767 (1979), 79-2 CPD 179. No such circumstances are apparent here. Whether Seals complies with the licensing requirements is a question concerning its responsibility. Before award, the contracting officer made an affirmative determination

that Seals was a responsible contractor. We do not review protests against affirmative determinations of responsibility (except where fraud on the part of Government officials is shown or it is alleged that definitive responsibility criteria have not been met).

We dismiss the protest.

Harry R. Van Cleve
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Acting General Counsel