Protest of	)	Date: October 20, 1992
	)	
CANTEEN CORPORATION	)	
	)	
Solicitation No. 369990-92-A-0474	)	P.S. Protest No. 92-37

DECISION

Canteen Corporation ("Canteen") protests the award of a contract for food vending services to Vending Services, Inc. ("VSI") under Solicitation No. 369990-92-A-0474. The protester, the incumbent provider of these services, contends that this procurement was not conducted in a fair manner.

On April 13, 1992, the Procurement Service Office ("PSO") in Greensboro, NC, issued Solicitation No. 369990-92-A-0474 for food vending services at three locations in the Baltimore, MD, General Mail Facility and at thirty-two other Postal Service stations and branches in the Baltimore metropolitan area. For each location, Section A.2 of the solicitation specified the building's population, the times at which the building is occupied and the Postal Service's estimate of the total annual sales for all machines at that location. The solicitation further specified the numbers and types of machines[1/] that had to be provided, listing specific items that any machine should include.[1/] In addition, the solicitation indicated the "estimated monthly vends" of each of the items in the machines and the portion sizes of the items to be included in each machine. Offerors were then asked to fill in their proposed selling price for each of the items and the percent of commission they would give to the Postal Service for each machine.

[1/] The type of machine refers to whether the machine contains snacks, canned sodas, hot beverages, milk, juices, or cigarettes.

[2/] For the snack machine, for example, the solicitation specified that it should contain chips, gum, candy, crackers and pastry.

Section M.1 stated that the Postal Service intended to award a contract "to the responsible offeror whose proposal conforming to the solicitation offers best value to the Postal Service, considering price, price-related factors, and/or other evaluation factors specified elsewhere in this solicitation." Section M.2 described the basis for evaluation, in pertinent part, as follows:

> In determining which offer is the most advantageous to the Postal Service, the following steps will be taken:
>
> a. The unit price for each type of machine will be extended by the estimated vends to reflect estimated annual sales.
>
> * * * *
>
> c. The commission(s) offered will be computed to reflect the estimated annual dollar value by multiplying estimated annual sales by percent commission offered for each type of machine.
>
> * * * *
>
> f. After making the computations above, the following formula will be used to determine the offer that is most advantageous to the Postal Service:
>
> > Sum of estimated sales in (a) above times 80%.
> >
> > Less: Sum of commission in (c) above times 20%.
> >
> > Equals: Score for offer evaluation purposes.
>
> The lowest dollar figure will be considered to be most advantageous to the Postal Service.

The solicitation also contained the following clause concerning the Service Contract Act:

> H.16 SERVICE CONTRACT ACT--SHORT FORM (Clause 10-13) (October 1987)
>
> Except to the extent that an exemption, variation, or tolerance would apply if this contract were more than $2,500, the contractor and any subcontractor must pay employees engaged in performing work on the contract at least the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Regulations and interpretations of the Service Contract Act of 1965, as amended, are contained in 29 CFR Part 4.

In addition, U.S. Department of Labor Wage Determination No. 87-0351, dated September 19, 1991, was attached to the solicitation. It specified the minimum hourly wage for "Vending Machine Attendant," "Vending Machine Repairer," and "Vending Machine Repairer Helper," among others.

Finally, the solicitation contained the following provision describing the steps that prospective offerors desiring an explanation of the solicitation should take:

> J.6 EXPLANATION TO PROSPECTIVE OFFERORS (Provision A-6) (October 1987)
>
> Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, or specifications must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

Four offerors submitted proposals in response to the solicitation. After applying the formula specified in Section M to each of the four proposals, the contracting officer established that VSI's proposal had the lowest dollar figure while Canteen's proposal had the highest. As a result, the contracting officer awarded the contract to VSI on May 28. Canteen's protest was received by this office on June 11.

In its protest, Canteen claims that the procurement process was flawed in several respects. The first defect concerns the lack of a pre-bid conference.[1/] The protester points out that the Postal Service held a conference the last time these services were solicited in 1988 and argues that it is "contrary to normal bidding procedures" not to hold such a conference. The protester states that a pre-bid conference is important because it allows offerors "to ask questions about the specifications and bid procedures, and to survey the vending equipment and sites involved in the [solicitation]." The protester argues that in this case, a conference would have enabled it to get answers to several questions it had. First, it would have been able to get clarification on the requirement for a ten ounce hot beverage cup.[1/] Second, the protester states

[3/] The term "bid" as used in the phrase "pre-bid conference" is incorrect because this word applies to formally advertised procurement procedures. The correct terms of art in a negotiated procurement like this one are "proposal" and "preproposal conference". See Hi-Tech Power Wash, Inc., P.S. Protest No. 91-30, June 19, 1991.

[4/] The protester points out that this requirement was problematic because "there is no 10 ounce hot

that it would have been able to inquire as to whether the Postal Service really intended to replace the current 18 ounce cup of soda with a 12 ounce can of soda. The protester states that since a conference was not held, it contacted the procurement specialist in Greensboro, NC to obtain answers to its questions, but was referred to the Manager, Personnel Services ("Manager") at the Baltimore Division, who did not return any of the protester's phone calls until May 19, six days after the proposal due date.

The protester also challenges the contracting officer's decision to seek competition for this procurement rather than exercising the second one-year option period in Canteen's 1988 contract.
Canteen alleges that during the past four years, it has "performed with an exemplary high level of service," providing "quality products, reliable equipment, and rapid response to service calls." Canteen further claims that its prices have been comparable to those offered by other contractors in the area. Canteen contends that the fact that the Postal Service chose to exercise the first one-year option in its contract indicates that the Postal Service was satisfied with Canteen's performance. Canteen alleges that it was never given any notice that its performance had declined to such an extent that the second one-year option would not be exercised. Canteen maintains that the intent of its contract with the Postal Service was "not to capriciously deny renewal" of the contract.

The protester further claims that after it submitted its proposal, it learned that the Postal Service will be building two new facilities in the Baltimore metropolitan area. The protester is concerned with the impact that this information would have had on the prices and commissions that were proposed. The protester is also concerned with the contracting officer's failure to comply with the terms of the Service Contract Act (41 U.S.C. " 351-358 (1988)). Canteen claims that the Service Contract Act requires full disclosure of the incumbent contractor's labor agreement so that prospective offerors may review it and take into account the incumbent's labor rates in preparing their proposals. The protester claims that although the 1988 solicitation provided the incumbent contractor's union agreement, this solicitation has incorrectly failed to do so.

The protester further disputes the estimate of total annual new sales that the solicitation provided. Canteen claims that this figure is incorrect and that the actual sales figure for calendar year 1991 is 19.3 percent higher than the figure that was provided. The protester claims that "[s]uch a difference in published sales from the actual [sales]" prevents offerors from making "proper proposal calculations." The protester also alleges that it is not in the Postal Service's best interests to award the contract to VSI because the commissions that VSI offers the Postal Service are much lower than those offered by Canteen. The protester claims that this significant reduction in commissions will affect not only the Postal Service, but also the "Maryland

beverage cup currently manufactured for vending machines . . . ."

Vending Program for the Blind" which shares in commission revenue generated from vending machines pursuant to the Randolph-Sheppard Act (20 U.S.C ' 107d-3 (1988)).

Canteen is also concerned that award of the contract to VSI will create a problem at the General Mail Facility in Baltimore. According to Canteen, the lower prices offered by VSI will make the "[six]th floor vending operation"[1/] in this building noncompetitive. If the sixth floor vending area is not able to generate sufficient revenues and profit to subsidize the sixth floor cafeteria in that same building, the contractor operating these two types of services on the sixth floor will have to either default or reduce its service. The protester contends that this will again put the Postal Service "in the undesirable position of addressing the [six]th floor cafeteria operation."

In its conclusion, the protester asserts that this procurement "was conducted in a manner that is not in the best interest[s] of either the [Postal Service] or any contractor involved with th[e] process." The protester asks us to overturn the contracting officer's decision to award the contract to VSI and to instruct the contracting officer to issue a new solicitation which addresses all the areas that were either omitted or misstated in Solicitation No. 369990-92-A-0474.

In its response to the protest, the contracting officer the states that it is "normal practice not to have a preproposal conference for satellite vending services unless determined by the [c]ontracting [o]fficer to be necessary for unusual or compelling circumstances." The contracting officer also notes that there are differences between the 1988 solicitation and the current solicitation which arise from the fact that the former was issued under the Procurement Contracting Manual ("PCM"), while the latter was issued in accordance with the procedures outlined in the Procurement Manual ("PM").

In response to the protester's allegations that it was unable to ask questions or survey the equipment, the contracting officer
states that "[n]othing in the solicitation prohibit[ed] any offeror, on their own accord, from arranging for necessary inquiries or visits to familiarize themselves with the site conditions [and the] equipment . . . ." The contracting officer also points out that since the protester was the incumbent contractor, it had the opportunity during the course of its prior contract, "to visit all the sites, view all of the equipment, and ask questions."

With respect to the protester's concerns regarding the 10 ounce hot beverage cup, the contracting officer states that after some investigation, he found that "there may not be current machines that handle 10 [ounce] cups." The contracting officer claims, however, that he spoke to two of the offerors concerning this matter and that they indicated that "everyone knows the correct size is 8 1/4 [ounces] and [everyone] offered accordingly." As for the requirement for 12 ounce cans, the contracting officer alleges

[5/] As far as we can tell from the record, the sixth floor vending operation to which the protester refers consists of several vending machines located adjacent to the cafeteria.

that after checking with the requiring activity, it called the protester to inform it that the solicitation requirement was correct as stated.

In response to the protester's allegations concerning the Postal Service's failure to exercise the second one-year option, the contracting officer states that "[t]here are no guarantees or promise[s] that renewals will be made." The contracting officer claims that the decision not to exercise the option was not capricious. The contracting officer explains that due to the very competitive nature of this contracting area, Postal Service representatives thought that they could obtain a more favorable contract by competing this requirement. The contracting officer further explains that the Greensboro PSO had no knowledge of any new Postal Service facilities in the Baltimore metro area until after award of this contract was made. The contracting officer maintains, however, that "no significant migration of employees that will be covered by the contract in question is expected."

With respect to the protester's allegation that the Service Contract Act was violated, the contracting officer claims that he included a copy of the current Department of Labor wage determination with the solicitation. The contracting officer states that it is his understanding that "in the absence of specific knowledge that a local union collective bargaining [agreement] exists . . . the [Department of Labor] Prevailing Wage Rate is applicable and appropriate." The contracting officer further asserts that union agreements exist primarily in manual cafeteria food service contracts, not in satellite vending contracts.
According to the contracting officer, the protester's collective bargaining agreement an agreement between the protester and a union "on a regional or national scope" and therefore it "would not be binding on any other company who may prevail in a competitive solicitation[.]" Furthermore, the contracting officer argues that the protester's bargaining agreement is not applicable here because it "[i]nclude[s] service categories that cover bakers and manual cafeteria operations," but does not include "persons involved in restocking vending machines."

In addressing the protester's claim concerning the estimated sales figure, the contracting officer notes that Section A.1 specifically stated that this figure was only an "estimate" of the total annual sales. The contracting officer also claims that the protester should have notified the contracting officer of its concerns about the sales figure or filed a protest against the terms of the solicitation prior to the offer due date. Since the protester chose not to take any action, the contracting officer argues that its claim is untimely.

The contracting officer further disagrees with Canteen's claim that it was not in the best interests of the Postal Service to award the contract to a company that offered lower commissions to the Postal Service. The contracting officer refers us to the Postal Service's policy on this matter which is set out in section 270 of Handbook AS-702,

entitled "Contracting for Food Service."[1/] The contracting officer also points out that the solicitation specifically stated that commissions would have a weight of only 20 percent while the sum of the unit prices would have a weight of 80 percent. The contracting officer states that when the formula was applied, Canteen was the fourth low offeror. As for the protester's concerns about the impact that award of this contract to VSI will have on the sixth floor cafeteria operation, the contracting officer states that those concerns are speculative, unfounded and irrelevant.

In its conclusion, the contracting officer asserts that all of the protester's claims, except the one concerning commissions, are untimely since they are challenging the terms of the solicitation. The contracting officer claims that it is inappropriate "for any potential offeror, particularly an incumbent contractor, to remain silent on issues involving perceived solicitation deficiencies [and] await the outcome of an award . . . [before] decid[ing] to file a protest."

The protester submitted comments in response to the contracting officer's statement. The protester claims that the contracting officer discounts in his statement the "complexity and scope of the services called for in the [solicitation] . . . ." The protester argues that this procurement is complicated and unique because it involves multiple Postal Service locations in Baltimore as well as several floors of the General Mail Facility. According to the protester, this procurement is further complicated by the fact that there is another vending contractor, a full service cafeteria and a stand operated by blind vendors in the General Mail Facility. The protester suggests that these unique circumstances, when coupled with the fact that this procurement was being conducted under new procedural guidelines (the PM instead of the PCM), present good reasons to hold a preproposal conference. The protester also claims that the changes from previous solicitations that were made in the equipment with respect to the requirement for a 12 ounce can of soda and a 10 ounce hot beverage cup also warrant a pre-bid conference.

The protester notes that the contracting officer did not address the failure of the Manager in Baltimore to return its phone calls in a timely manner. The protester explains that since it could not contact the Manager in Baltimore, it followed the instructions in section A.2 of the solicitation and submitted an offer based on a ten ounce cup of coffee or larger, which was more expensive than the eight and one quarter ounce cup on which the other offerors based their prices.[1/] Responding to the contracting

[6/] Section 270 of Handbook AS-707H states:

> Satellite Vending contracts are commission bearing. The purpose of providing wholesome food at a reasonable cost is the first consideration; the percent of commission is secondary.

[7/] Section A.2 stated in relevant part:

> Where portion sizes are shown by the [Postal Service] in the column provided, they

officer's comments about Canteen's special position as the incumbent contractor, the protester explains that although it had the opportunity to visit the sites during its prior contract and knew what size cups it was providing in its machines, it had no "clue as to what the [Postal Service] wanted for the future." Canteen also questions why an is amendment was not issued to clarify the ten ounce cup issue.

The protester further disagrees with the contracting officer's statement that the decision not to exercise the final option was not capricious. The protester points out that in calculating an offer for vending services, a prime consideration is how much money will have to be invested in equipment. The protester explains that the "equipment purchase is amortized over the length of the contract and if a good job is done[,] incumbency for the entire length of the contract and [the exercise of] available [options] is assumed as a matter of good faith in investment calculations." The protester adds that when it entered into the contract with the Postal Service in 1988, it expected that the Postal Service would exercise all the options as long as Canteen did a good job. It did not expect that the option would not be exercised as a result of someone's capricious decision "to take advantage of the marketplace."

The protester also disagrees with the contracting officer's statement that migration of employees will not occur from the facilities named in this solicitation to the building. Canteen further reiterates its concern that the Service Contract Act was violated and refers us to Attachment C of the 1988 solicitation[1/] to support its position that the incumbent's collective bargaining agreement should have been included in this solicitation.

The protester again points out the importance of setting out in the solicitation an estimated sales figure which is as accurate as possible. The protester notes that this figure is used by offerors in their computations and should therefore not be off by 19.3 percent. Canteen also argues that the instructions regarding the computation of the formula that would be used to determine the most advantageous offeror were much less clear than those provided in the 1988 solicitation. The protester further disagrees with the contracting officer's assertions that the protester's concerns regarding the sixth floor cafeteria are speculative. The protester states that its concerns are based on its "professional expertise" and that the problem with the cafeteria operation is bound to come up again as it has on at least three occasions in the past three years.

In its conclusion, the protester states that the contracting officer has not included

represent the minimum portion sizes that are acceptable.

[8/] The protester submitted the first page of Attachment C of the 1988 solicitation which establishes that a 16 page labor agreement existed between "SERVICE AMERICA CORPORATION (Baltimore Post Office Cafeteria Unit)" and "AMUSEMENT AND VENDING SERVICE MEN AND ALLIED WORKERS [OF] LOCAL 311." This agreement was effective between January 31, 1986 and January 30, 1989.

specific responses to each allegation in the protest as required by PM section 4.5.7 e.1. The protester further asserts that the sarcasm displayed by the contracting officer in his statement "is indicative of the treatment received by Canteen in this solicitation process." Finally, Canteen restates that the procurement was not handled in a proper manner and requests a conference with this office.

In its rebuttal comments, the contracting officer emphasizes that in practice the Greensboro PSO has not found it necessary or advantageous to conduct preproposal conferences for vending service contracts. The contracting officer claims that the 1988 solicitation does not indicate that there was a preproposal conference held in relation to that procurement. The contracting officer points out that the protester was awarded the food vending services contract for the Rockville, MD, facility, for which no preproposal conference was held. The contracting officer agrees with the protester's statement that alleged deficiencies in the solicitation could have been resolved with an amendment if necessary. The contracting officer argues, however, that the protester did not raise these issues according to the procedures outlined in section J.6 of the solicitation which require offerors to ask questions in writing.

Responding to the protester's concerns about its phones calls not being returned, the contracting officer states that inquiries are being made to ascertain what corrective changes may be needed to prevent this oversight from occurring in future procurements. The contracting officer claims that although the protester was not provided with accurate information concerning the ten ounce hot beverage cup, this did not result in any prejudice to the protester. The contracting officer explains that only four of the 94 vending machines required in the solicitation were for hot beverages, suggesting that even if the protester had submitted a lower price on items vended in these four machines, its overall price would still have been higher than that of other offerors and it would still not have been awarded the contract.

The contracting officer also presents a different version of the facts. According to the contracting officer, the protester did not ask for clarification of the cup size until the day before offers were due. The contracting officer explains that employees at the PSO did two things. First, they double-checked the statement of work and found that it did state a requirement for ten ounce cups. Second, they placed a call to the Manager in Baltimore for verification of cup size. Since she was out of the office and no other offerors had expressed any concern with this requirement, the employees state that it was reasonable to assume that the requirement was correct as stated. The contracting officer claims that Canteen was told to base its offer on what was indicated in the solicitation.

As for the requirement for canned drinks, the contracting officer maintains that at Canteen's request, this information was verified and Canteen was informed that the solicitation was correct as stated. The contracting officer also maintains that the Postal Service's decision not to exercise the option in the contract was not arbitrary. With

respect to the Service Contract Act, the contracting officer claims that the relevance of the Service America Corporation labor agreement, which had an expiration date of January 30, 1989, is not clear. Responding to the protester's concerns about the sales figure that was provided, the contracting officer asserts that this figure was "based on commission statements provided by Canteen . . . to the [c]ontracting [o]fficer's [r]epresentative." Concerning the sixth floor cafeteria, the contracting officer reasserts that this consideration is irrelevant in the award of this contract. Finally, the contracting officer requests that he be allowed to participate, along with his assigned counsel, in the protester's conference.[1/]

At its conference, the protester reiterated many of the claims it had made in its previous comments. The protester was concerned that the solicitation was prepared hastily and that the procurement was expedited at the expense of "proper communication." The protester also expressed its dissatisfaction with the bid protest procedures to the extent that they allow the contracting officer to decide whether contract performance should continue after a protest has been filed.[1/] The protester was concerned that it would not be possible for it to get any relief if its protest were sustained since the awardee had already started performance on the contract. Finally, the protester asserted that it would be pursuing the issue of the Service Contract Act violation with the Department of Labor.

Discussion

The first issue in this protest concerns Canteen's allegation that changes in requirements on this contract, as compared to its previous contract, as well as the complex nature of this procurement, necessitated a pre-bid conference. We note that preproposal conferences are never mandatory. PM 4.1.2 h.1. states that "[w]henever circumstances suggest that it would be useful, such as when a solicitation has complicated specifications or requirements, a preproposal conference may be held to brief prospective offerors." Although a preproposal conference may have answered the protester's questions concerning the requirement for a ten ounce hot beverage cup and the requirement for canned sodas, the protester had other means of getting this

[9/] Our regulations do not allow the contracting officer to participate in any conference that this office holds with the protester. See PM 4.5.7 j. We note, however, that the contracting officer has a full opportunity to respond to the protester's allegations in his initial statement on the protest and to comment on the submissions of the protester in his rebuttal comments.

[10/] To the extent that Canteen is challenging the PM for giving the contracting officer authority to decide whether it would be in the best interests of the Postal Service to allow the awardee to proceed with performance, its challenge is beyond the protest jurisdiction of this office. See EnPro Corporation, P.S. Protest No. 91-48, October 9, 1991. If the protester wishes, however, it may submit suggested Procurement Manual changes to the Procurement Policies and Procedures Division in accordance with PM 1.3.1.

information.[1/] In any event, Canteen's contentions that the requirements were ambiguous or that a preproposal conference should have been held constitute protests against alleged deficiencies in the solicitation. PM 4.5.4 b. directs that "[p]rotests based upon alleged deficiencies in the solicitation that are apparent before the date set for the receipt of proposals must be received by the date and time set for the receipt of proposals." Canteen's failure to raise these issues until after the contract was awarded renders them untimely. Therefore, they are dismissed.

The protester next challenges the Postal Service's decision to conduct a competitive procurement instead of exercising the second option in the protester's contract for the services. The protester claims that the Postal Service acted capriciously in making its decision not to exercise the option. "The decision to procure service through competitive solicitation rather than continuing with an incumbent contractor is a matter of contract administration which is ordinarily not within the jurisdiction of this office under the protest procedures of [PM 4.5]." Shirley J. Slusher, P.S. Protest No. 84-60, July 30, 1984. Further, we cannot "consider an incumbent contractor's allegation that an option should be exercised under an existing contract . . . . even where the protester alleges that the [contracting officer's] decision to not exercise [the] option in its contract was made in bad faith." Walmac, Inc., Comp. Gen. Dec. B-244741, 91-2 CPD & 358, October 22, 1991. This portion of the protest is therefore dismissed.

The protester is also concerned that information about new facilities being built in the Baltimore area was not provided to offerors. Although the protester suggests that this information may have had an impact on the prices and commissions proposed by all the offerors, it has not submitted any evidence to support these contentions. A protester bears the burden of affirmatively proving its case. Liberty Carton Company, P.S. Protest No. 85-35, July 30 ,1985. Mere speculation is insufficient to support a protester's claim. L & J Transportation, P.S. Protest No. 91-42, August 29, 1991. Since Canteen has not supplied any factual substantiation of its allegations, we deny this basis of the protest.

Canteen further claims that there were several other deficiencies in the solicitation. First, it argues that the contracting officer violated the terms of the Service Contract Act when he failed to include the incumbent contractor's union agreement in the solicitation. Second, it claims that the estimated sales figure that was provided in the solicitation was inaccurate. We cannot consider either of these bases of protest on the merits since they are untimely. See PM 4.5.4 b. "Our protest regulations require the prompt raising of protests and do not allow an offeror to sit quietly with a possible basis for a protest to see how [it] fares in the competition, raising the protest only if [it] does not succeed." Donald Clark Associates, Inc., P.S. Protest No. 91-34, September 4, 1991. Since Canteen did not file a protest raising these issues until June 11, more

[11/] We note that the solicitation contained a provision which explained to prospective offerors that they could request information in writing and that Canteen did not avail itself of this opportunity.

than three weeks after proposals were due, they must be dismissed as untimely.

Canteen next claims that it is not in the Postal Service's best interests to have awarded the contract to VSI because the commissions that VSI offered the Postal Service are much lower than those offered by Canteen. We note that it is always in an agency's best interest to award the contract to the offeror proposing the most advantageous proposal. In this solicitation, prospective offerors were informed that the most advantageous proposal would be the one that offered the "lowest evaluated figure," which would be calculated according to a formula based 80 percent on selling prices and 20 percent on commissions. It was clear from the solicitation that a proposal offering lower commissions to the Postal Service could yield a lower evaluated figure than a proposal offering higher commissions if the sales prices proposed by the first offeror were also lower than those of the second offeror. Therefore, it should have been clear to the protester from the face of the solicitation that the most advantageous proposal might be one offering lower prices and commissions. If the protester thought that it would not be in the best interests of the Postal Service to evaluate the proposal in the manner stated in the solicitation or if it thought that the evaluation formula was unclear, it could have alerted the contracting officer to its concerns, following up with an immediate protest letter prior to the offer due date. Since Canteen did not raise these concerns until after the proposal due date had passed, they are untimely and cannot be considered.

The final two issues which Canteen raises, concerning the adverse effect that award to VSI will have both on the "Maryland Program for the Blind" and on the sixth floor cafeteria operation, also cannot be considered because Canteen lacks standing to raise them. PM 4.5.2 vests this office with jurisdiction to decide protests where the protester is an "interested party." Generally, "interested party" has been interpreted to mean a party which would be eligible for award if its protest were upheld. See Compu-Copy, P.S. Protest No. 90-21, July 5, 1990; Canteen Service, Inc., P.S. Protest No. 90-68, November 15, 1990. In this case, even if award to VSI were reversed, Canteen would not be in line for award, since it had the fourth most advantageous offer and it has not challenged the proposals of all higher ranked offerors.[1/]

The protest is denied as to the issue concerning the new facilities being built in the Baltimore metropolitan area and dismissed as to the remainder of the issues that were raised.

For the General Counsel:

[1/] We note that even if Canteen had standing to raise these issues, we would not be able to consider them, since they relate to matters of contract administration which are not within the scope of our bid protest jurisdiction. See G. L. Reubush, P.S. Protest No. 89-61, September 20, 1989.

William J. Jones