



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Porterhouse Cleaning and Maintenance Service
Company, Inc.
File: B-224215.3
Date: November 10, 1988

DIGEST

1. Protest of the contracting agency's exercise of an option in an incumbent contractor's contract is dismissed where the protester fails to set forth a detailed statement of the legal and factual grounds of the protest as required by General Accounting Office Bid Protest Regulations.
2. Protest relating to performance of a contract involves matters of contract administration which the General Accounting Office will not review pursuant to its bid protest function.

DECISION

Porterhouse Cleaning and Maintenance Service Company, Inc., protests the Air Force's exercise of an option to extend contract No. F65501-88-C-0017, with Military Management Services, Inc., for mess attendant services at Elmendorf Air Force Base, Alaska. Porterhouse also protests the Air Force's actions in administering its firm's prior mess attendant services contract at Elmendorf.

We dismiss the protest.

Porterhouse was awarded a mess attendant services contract, effective January 1, 1987, for a base year with two 1-year options. After conclusion of the base year, the Air Force decided not to exercise the option to extend Porterhouse's contract for another year; instead, the Air Force awarded a contract to Military Management in January 1988. According to Porterhouse, the agency has now exercised a 1-year option under Military Management's contract, effective October 1, 1988. Porterhouse protests the Air Force's action.

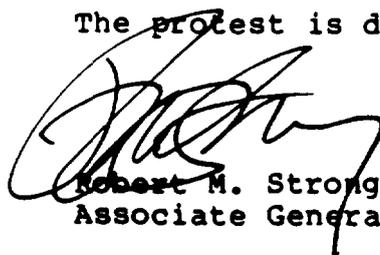
Our Office generally will not question an agency's exercise of an option contained in an existing contract unless the protester shows that the agency failed to follow applicable

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regulations or that the agency's determination to exercise the option, rather than conduct a new procurement, was unreasonable. Syncor Industries Corp., B-224023.3, Oct. 15, 1987, 87-2 CPD ¶ 360. Specifically, under Federal Acquisition Regulation (FAR) § 17.207(c), the contracting officer may exercise options only after determining that funds are available; the requirement covered by the option fulfills an existing government need; the exercise of the option is the most advantageous method of fulfilling the government's need, price and other factors considered; and the option was synopsised in accordance with the FAR. Here, while Porterhouse challenges the exercise of the option in Military Management's contract, it does not allege that applicable regulations were not followed or submit any evidence showing that the exercise of the option was unreasonable. Since Porterhouse has failed to set forth a detailed statement of the legal and factual grounds for its protest as required by our Bid Protest Regulations, 4 C.F.R. § 21.1(c)(4) (1988), we will not consider the firm's protest of the exercise of the contract option. See 4 C.F.R. § 21.1(f).

Porterhouse also raises certain matters pertaining to the administration of its 1987 mess attendant services contract at Elmendorf. Specifically, Porterhouse protests the fact that its firm was required to pay a higher wage rate per hour than was specified in the solicitation; that the Air Force failed to timely provide procedural information at the outset of contract performance; and that Military Management was provided with information on the collective bargaining agreement between Porterhouse and its employees. These concerns involve matters of contract administration which our Office will not review pursuant to our bid protest function. 4 C.F.R. § 21.3(m)(1).

The protest is dismissed.



Robert M. Strong
Associate General Counsel