

*Hardell*

*17151*



**DECISION**

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

*[Protest of Air Force Failure to Award Contract]*

FILE: B-200360

DATE: March 2, 1981

MATTER OF: Cobarc Services, Inc.

DIGEST:

Where bidder refuses to grant extension of bid, bidder has rendered itself ineligible for award and, therefore, does not have direct and substantial interest with regard to award under solicitation so as to be regarded as "interested" party under Bid Protest Procedures.

Cobarc Services, Inc. (Cobarc), protests the Department of the Air Force's (Air Force) failure to award it a contract, notwithstanding a protest filed with the Air Force by the incumbent contractor, pursuant to invitation for bids (IFB) No. FO8650-80-B-0129. The IFB solicited bids for custodial services at Patrick AFB, Florida.

While Cobarc's protest was pending before our Office and the incumbent's protest was pending before the Air Force, Cobarc, by letter dated August 29, 1980, to the Air Force, received by our Office on February 9, 1981, essentially advised the Air Force that it would not grant an extension of its bid.

Cobarc's refusal to extend its bid presents the threshold issue of whether that firm is still an "interested party" entitled to maintain a protest before our Office. A party must be "interested" under our Bid Protest Procedures, 4 C.F.R. part 20 (1980), in order to have its protest considered in our Office. Determining whether a party is sufficiently interested involves consideration of the party's status in relation to the procurement and the nature of the issues involved. See generally American Satellite Corporation (Reconsideration), B-189551, April 17, 1978, 78-1 CPD 289.

*06224*

*015686*

**114458**

*574584*

Cobarc, by refusing to extend its bid has rendered itself ineligible for award. See Don Greene Contractor, Inc., B-198612, July 28, 1980, 80-2 CPD 74. At this point, even if we were to sustain Cobarc's protest, it could not receive award of this contract because it no longer would have an offer outstanding which the Government could accept. We do not believe any useful purpose would be served by ruling on whether an award should have been made notwithstanding the incumbent contractor's protest.

The protest is dismissed.

*Harry R. Van Clave*

For Milton J. Socolar  
General Counsel