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DECISION



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

FILE: B-190455

DATE: November 11, 1977

MATTER OF: CNC Company

DIGEST:

Protest concerning procurement conducted pursuant to Arms Export Control Act (formerly Foreign Military Sales Act) does not involve use of appropriated funds and therefore is not for consideration under Bid Protest Procedures.

CNC Company (CNC) protests the termination for the convenience of the Government of contract No. DAC/87-73-C-0003, for food service equipment, by the U.S. Army Corps of Engineers. CNC states that the termination resulted from a determination by the Corps that the original award was defective because the low bid had been improperly rejected as nonresponsive.

Although this Office generally considers protests of terminations under the alleged circumstances, see, e.g., Service Industries, Inc., et al., 55 Comp. Gen. 502 (1975), 75-2 CPD 345, we are advised by the Corps that the procurement represents part of a sale of defense articles to a foreign country under the authority of Section 22 of the Arms Export Control Act, 22 U.S.C. 2762 (Supp. V 1975), formerly known as the Foreign Military Sales Act (see section 201(a) of the International Security Assistance and Arms Export Control Act, Pub. L. No. 94-329, 90 Stat 729), and as such is to be financed by a foreign country rather than by appropriated funds of the United States.

This Office does not consider protests concerning foreign military sales procurements under the Bid Protest Procedures, 4 C.F.R. Part 20 (1977), because they do not involve the use of appropriated funds of the United States. See J. H. Rutter Rex Manufacturers Co., Inc., B-189931, October 18, 1977, 77-2 CPD \_\_\_\_, and cases cited therein. Accordingly, the protest is dismissed.

*Wilton J. Azolan*  
Paul G. Dembling  
General Counsel