

DECISION

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

FILE: B-222549.2**DATE:** June 5, 1986**MATTER OF:** Falcon Systems, Inc.--Request for
Reconsideration**DIGEST:**

Prior decision dismissing protest concerning procurement by the United States Postal Service is affirmed on reconsideration since protester has shown no error of fact or law in prior finding that Postal Service is statutorily exempt from General Accounting Office bid protest jurisdiction under the Competition in Contracting Act of 1984.

Falcon Systems, Inc. requests reconsideration of our decision in Falcon Systems, Inc., B-222549, May 14, 1986, 86-1 CPD ¶ , dismissing Falcon's protest concerning solicitation No. 104230-86-B-0025 issued by the United States Postal Service. We affirm our prior decision.

We dismissed Falcon's protest because the Postal Service is not subject to our bid protest jurisdiction under the Competition in Contracting Act of 1984 (CICA), 31 U.S.C. §§ 3551 et seq. (Supp. II 1984). Under 39 U.S.C. § 410(a) (1982), the Postal Service is specifically exempted from any "Federal law dealing with public or Federal contracts," except for those laws enumerated in 39 U.S.C. § 410(b); CICA is not included in the list of statutes made applicable to the Postal Service by 39 U.S.C. § 410(b). As a result of the general exemption from federal procurement laws in 39 U.S.C. § 410(a), we concluded that the Postal Service is not subject to CICA.

In its request for reconsideration, Falcon contends that this position is inconsistent with our conclusion in Monarch Water Systems, Inc., 64 Comp. Gen. 756 (1985), 85-2 CPD ¶ 146, that the Tennessee Valley Authority (TVA) is subject to our bid protest jurisdiction under CICA. Falcon argues that under 40 U.S.C. § 474(12), TVA is exempt from the procurement laws to the same extent as the Postal

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Service; thus, Falcon contends, if TVA is subject to our bid protest jurisdiction under CICA despite its statutory exemption, the Postal Service should be subject to our jurisdiction as well. This argument is without merit.

TVA does not have a general exemption equivalent to the exemption in 39 U.S.C. § 410(a) pertaining to the Postal Service. The provision Falcon cites, 40 U.S.C. § 474(12), exempts TVA from the Federal Property and Administrative Services Act (FPASA), with the proviso that TVA is to comply with the regulations prescribed under the FPASA to the maximum extent practicable. The exemption thus is limited to the FPASA and does not extend to our CICA bid protest jurisdiction, which is not part of the FPASA. See Flexsteel Industries, Inc., et al., B-221192, et al., Apr. 7, 1986, 86-1 CPD ¶ 337 (extent to which contracting agency is subject to FPASA has no bearing on whether agency is subject to our CICA bid protest jurisdiction). In contrast, the Postal Service provision is not limited to the FPASA, but exempts the Postal Service from all federal procurement laws not specifically made applicable to it.

The protester thus has failed to show that our prior decision was in error, and that decision therefore is affirmed.

Harry R. Van Cleve

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General Counsel