Gary 149388

Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Department of the Air Force--Reconsideration

File: B-250465.6; B-250465.7; B-250783.2

Date: June 4, 1993

Jeanette D. Bowden, for Triple P Services, Inc., for the protester.
Gregory H. Petkoff, Esq., Department of the Air Force, David R. Kohler, Esq., and Amy M. Mertz, Esq., for the Small Business Administration, and Lucinda A. Stewart, Esq., and Susan E. Craig, Esq., for the Department of Education, for the agencies.
Stephen J. Gary, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Department of the Air Force correctly determined that Randolph-Sheppard Act, which affords a priority to blind licensees for contracts to operate cafeterias, was applicable to a requirement for full food service at an Air Force base since the requirement is for providing meals at base dining halls operated essentially as cafeterias and therefore is within the scope of cafeteria contracts contemplated by statute, notwithstanding that services incidental to cafeteria food services also are required.

2. Where Department of Education, charged with issuing and enforcing regulations under Randolph-Sheppard Act, and Department of Defense, having issued its own regulations to implement the Act, each interpreted the statute and its own regulations as applying to a procurement for full food services, those interpretations are entitled to deference unless found to be unreasonable.

3. Cancellation of a solicitation and withdrawal of a section 8(a) set-aside for purpose of conducting an unrestricted procurement pursuant to the Randolph-Sheppard Act was unobjectionable since doing so did not violate regulations and there is no showing that withdrawal was made in bad faith.

DECISION

The Department of the Air Force and Triple P Services, Inc. request reconsideration of our decision, KCA Corp.; Triple P Servs., Inc., B-250465.2 et al., Jan. 7, 1993, 93-1 CPD ¶ 24 ("KCA"), in which we dismissed protests of the Air Force's cancellation of request for proposals (RFP) No. F22600-92-R-0049, issued to provide food services at Keesler Air Force Base in Mississippi. The parties request that we consider the protest issues on the merits.

We grant the request and deny the protests.

In November 1991, the Small Business Administration (SBA) accepted for the 8(a) program the Air Force's full food service requirement, encompassing five dining halls and other facilities, at Keesler Air Force Base.[1] In July 1992, the Air Force issued RFP No. F22600-92-R-0049, which restricted competition for the requirement to 8(a) program participants. Although several 8(a)-eligible firms, including KCA and Triple P, submitted proposals by the August 10 closing date, the RFP was canceled on September 11, for the stated purpose of reissuing the solicitation on an unrestricted basis to comply with the Randolph-Sheppard Act, 20 U.S.C. § 107 (1988). Along with its implementing regulations, the Act establishes a priority for awarding certain contracts to blind persons.[2] In protesting the cancellation to our Office, KCA and Triple P argued that the Air Force was precluded from withdrawing the requirement from the 8(a) program once proposals had been submitted, and that the Act did not apply to this procurement. According to the protesters, since the statute and

[1]Under SBA's section 8(a) program, SBA provides special assistance to small business concerns owned by socially and economically disadvantaged individuals. See Small Business Act, 15 U.S.C. § 637(a) (1988 and Supp. III 1991). SBA assists such concerns by entering into contracts with federal agencies and then subcontracting the requirements to 8(a) program participants.

[2]SBA had advised the Air Force that the Mississippi state agency for the blind, which (as explained below) the Act required be invited to compete, was not a for-profit entity, and therefore was not eligible under SBA regulations to participate in the 8(a) program or any other small business set-aside; it could only participate in an unrestricted procurement.

implementing regulations of the Department of Education (DOE), 34 C.F.R. Part 395 (1992), apply only to cafeteria operations, not food services at military dining halls such as the services required here, the Act did not provide a proper basis for the cancellation.

We dismissed the protests because the Small Business Act, 15 U.S.C. § 637(a) (1988 and Supp. III 1991), and SBA's implementing regulations, 13 C.F.R. § 124.320(b) (1992), provide a procedure for resolving disputes over the contracting agency's decision not to make a particular acquisition available for award under the 8(a) program; specifically, the SBA Administrator may appeal the decision to the head of the contracting agency. Id.; see also Federal Acquisition Regulation § 19.810. SBA had invoked this procedure by filing such an appeal that raised the same issues as the protests. SBA now has withdrawn the appeal and the parties, as well as SBA, have asked our Office to consider the issues raised in the original protests to provide guidance as to the applicability of the Randolph-Sheppard Act under the facts involved here. In view of these requests, we will consider the protests.

BACKGROUND

The Randolph-Sheppard Act, as amended in 1974, has the stated purpose of "providing blind persons with remunerative employment, enlarging the economic opportunities of the blind, and stimulating the blind to greater efforts in striving to make themselves self-supporting." 20 U.S.C. § 107(a). The Act directs the Secretary of Education to designate state agencies responsible for training and licensing blind persons, and provides that "in authorizing the operation of vending facilities on Federal property, priority shall be given to blind persons licensed by a State agency." 20 U.S.C. § 107(b). The Act defines "vending facility" to mean "automatic vending machines, cafeterias, snack bars, cart services, shelters, counters, and such other appropriate auxiliary equipment as the Secretary may by regulation prescribe as being necessary." 20 U.S.C. § 107e(7). For vending facilities, the Act directs state licensing agencies to consult with federal agencies for the purpose of placing such facilities in federal buildings. 20 U.S.C. § 107a(c). For cafeterias, the Act directs DOE to issue regulations establishing a priority for the operation of cafeterias by blind licensees when DOE determines "that such operation can be provided at a reasonable cost with food of a high quality comparable to that currently provided to employees, whether by contract or otherwise." 20 U.S.C. § 107d-3(e).

The cafeteria regulations issued by DOE define a cafeteria as:

> "[A] food dispensing facility capable of providing a broad variety of prepared foods and beverages (including hot meals) primarily through the use of a serving line where the customer serves or selects for himself from displayed selections. A cafeteria may be fully automatic or some limited waiter or waitress service may be provided within a cafeteria and table or booth seating facilities are always provided." 34 C.F.R. § 395.1(d).

The regulations provide that a priority is to be afforded blind licensees when DOE determines, after consulting with the federal agency, that such operation can be provided at a "reasonable cost, with food of a high quality comparable to that currently provided employees, whether by contract or otherwise," 34 C.F.R. § 395.33(a), and prescribe the procedure to be used:

> "In order to establish the ability of blind vendors to operate a cafeteria . . . at comparable cost and of comparable high quality . . . the . . . State licensing agency shall be invited to respond to solicitations for offers when a cafeteria contract is contemplated . . . . Such solicitations . . . shall establish criteria under which all responses will be judged. Such criteria may include sanitation practices, personnel, staffing, menu pricing and portion sizes, menu variety, budget and accounting practices." 34 C.F.R. § 395.33(b).

If the state licensing agency's proposal is judged by the federal agency to be "within a competitive range and has been ranked among those proposals which have a reasonable chance of being selected for final award," the federal agency is to consult with DOE. 34 C.F.R. § 395.33(b). The preamble to DOE's regulations states that the contract "is expected to be awarded to the state licensing agency" following this consultation. Preamble to Final Rule, Randolph-Sheppard regulations, 42 Fed. Reg. 15803, 15809 (1977). If, on the other hand, the proposal is judged not to be within the competitive range, the agency can award the contract to the most highly evaluated offerer. Accordingly, the term "priority" does not suggest an absolute right to receive a government contract, without regard to the contract criteria or the merits of the other bidders.

Randolph-Sheppard Vendors of Am. v. Weinberger, 602 F.Supp. 1007 (D.D.C. 1985), judgment vacated on other grounds, Randolph-Sheppard Vendors of Am. v. Weinberger, 795 F.2d 90 (D.C. Cir. 1986).

ARGUMENTS

The central issue is whether the cafeteria regulations outlined above are applicable to the Keesler procurement, such that the Air Force properly withdrew the section 8(a) set-aside in order to proceed under the Randolph-Sheppard Act. The original protesters, as well as SBA (hereinafter, referred to as "the protesters"),[3] assert several reasons why the Act does not apply and contend that withdrawal of the set-aside was improper.

The protesters acknowledge that certain aspects of the Keesler requirement are encompassed by the regulatory definition, but believe that the scale and scope of the contract are beyond the intent of the Act. They note that, while the contractor is required to provide a broad variety of prepared foods and beverages (including hot meals) primarily through the use of a line where the customer serves himself from displayed selections, the contract goes further. The requirement is for full food service management and operation of five dining halls, a central processing kitchen, a flight kitchen, and a central bakery. It also covers menu planning, requisition of food, food preparation and service, cashier services, sanitation, housekeeping, grounds maintenance around the dining halls, and food service equipment maintenance. The contractor also must prepare short-order breakfast and fast-food items as needed for the serving line; provide meals during operational exercises; prepare boxed meals for ground support; provide a carry-out service; and supply flight meals and snacks. Given the extent of the contract and its inclusion of services not directly covered by the definition or related to dispensing food at the dining halls (such as preparing meals for operational exercises and performing grounds maintenance around the dining halls), the protesters maintain that the contract cannot be said to be for cafeteria services within the meaning of the Act and regulations.

The protesters also argue that the services here are not encompassed by the definition of cafeteria because the requirement under the regulations that the state agency provide the services at a "comparable cost," 34 C.F.R. § 395.33(b), implies that the regulations were intended to apply only where the contractor will have discretion with

[3]Considering its interest in this matter, we asked SBA to present its views on the protest issues.

regard to the cost of food and the setting of prices. Under the Keesler RFP, the contractor will have no such discretion; the dining halls will be restricted primarily to enlisted military personnel who receive meals on a subsistence-in-kind (SIK), noncash basis, and the contractor will derive its operating costs and income directly from appropriated funds, based on the amount of services provided. The protesters believe the Act covers only what they maintain is the more typical contractor, which sells food to customers for cash, is solely responsible for the facility, derives its income from nonappropriated funds (sales to customers), and merely receives from the agency a license to do business on the federal property.

Finally, even if the procurement were within the scope of DOE's definition of "cafeteria," the protesters argue, it is excluded from the operation of the Act by Department of Defense (DOD) Directive 1125.3 (1978), which provides guidance concerning the applicability of the Act to Air Force and other military dining halls. That guidance, according to the protesters, excludes from the definition of vending facilities open messes and military clubs which engage primarily in full table-service operations. According to the protesters, because the Keesler requirement includes five "open mess" facilities, the DOD directive removes it from the Randolph-Sheppard program.

ANALYSIS

Inclusion of Additional Services

The protesters' arguments are premised on their interpretation of the Act as applying only to a smaller scale operation with a more limited scope than the effort here. However, we find no basis for limiting the Act in this manner. The elements and characteristics that are central to the Keesler food services requirement clearly are covered by the definition of a cafeteria. In this regard, it is undisputed that the principal requirement of the contract is to provide food service at five dining halls which, the agency reports, dispense food cafeteria style. As such, these facilities are covered by the regulatory definition of "a food dispensing facility capable of providing a broad variety of prepared foods and beverages (including hot meals) primarily through the use of a serving line where the customer serves or selects for himself from displayed selections." 34 C.F.R. § 395.1(d).

While there are many tasks and responsibilities under the contract that are not mentioned in the regulatory definition of cafeteria, it is apparent that, for the most part, they are directly related to providing cafeteria services. For example, while housekeeping and grounds maintenance (around

the dining facilities) services are not food-dispensing tasks per se, to the extent that such services are necessary to assure a clean environment for preparing and serving food, they clearly are related to operating a cafeteria facility. We see no reason why a contract containing services related to cafeteria operation would be excluded from the Act. Certainly, the mere fact that the regulatory definition is silent as to these related services would not by itself warrant adopting the protesters' strained view, since there are numerous specific tasks related to food dispensing that also are omitted but which logically would have to be covered (e.g., food preparation). The definition focuses on the cafeteria as a type of vending facility, and sets forth a few salient characteristics of such a facility, such as the presence of a serving line. A contract for operating such a facility, on the other hand, necessarily focuses on services--such as preparing food--not on the features of the facility itself. Such services, therefore, would not be expected to be mentioned in the definition.[4]

The fact that the requirement entails a large-scale cafeteria operation rather than operation of a single cafeteria also does not remove it from the definition; there is nothing in the definition (or in the Act itself) that excludes such large-scale operations from the Act. While a larger cafeteria-based food service operation logically would require a larger, perhaps more comprehensive, effort in several areas--e.g., operating a central processing kitchen and pastry kitchen to prepare food to be dispensed in the cafeterias, instead of a single kitchen in a single cafeteria--the fundamental nature of the functions being performed does not change; these functions remain directly related to the providing of cafeteria services, and as such are covered by the Act.

Reasonable Cost

Similarly, we find no support for the protesters' argument that a cafeteria operator must establish its own prices and receive payment in cash in order for a "reasonable cost" to be established under the Act. For cafeterias, as outlined above, the regulations prescribe a specific mechanism for making such a reasonable cost determination--namely, to

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[4]The contract does encompass a few requirements that do not appear to be related to providing purely cafeteria-type services, for example, preparation of flight meals, short-order breakfasts, fast-food items and boxed meals. However, these are relatively minor compared to the effort as a whole and, we think, do not change the character of the contract from one primarily for cafeteria services.

invite the state licensing agency to respond to solicitations for offers which are to "include criteria under which all responses will be judged," 34 C.F.R. § 395.33(b). Under this procedure, the reasonableness of the cost (as well as the requisite level of quality) of a cafeteria operation is to be determined in the evaluation of proposals--not through the examination of cash prices. The protesters' analysis of the "typical" vending facility, therefore, clearly is not accurate with respect to the cafeteria regulations which do not define or discuss a "cafeteria" in terms of whether or not (or how) food is purchased.

DOD Directive

Contrary to the protesters' assertion, there is nothing in DOD's directive--or in the agency's published regulations--that would exclude the procurement from the Act's coverage. DOD's regulations add the following sentence to DOE's definition:

> "DOD Component food dispensing facilities which conduct cafeteria-type operations during part of their normal operating day and full table-service operations during the remainder of their normal operating day are not "cafeterias" if they engage primarily in full table-service operations." 32 C.F.R. § 260.6.

Like the DOD directive cited by the protesters, this provision excludes from the definition of a cafeteria food operations which engage primarily in full table-service operations. The agency reports, and the protesters do not dispute, that the Keesler requirement is for cafeteria-style service, not table service. Accordingly, there is no basis for concluding that DOD's regulations remove this procurement from the scope of the act.

Legislative History

While the legislative history of the Act does not specifically address Congress' intent as to which cafeteria operations were meant to be covered, we think the history tends to support the view that the Act is not limited to procurements including only those elements mentioned in the definition or, more generally, to smaller-scale operations than the Keesler requirement. There is nothing in the plain language of the statute that would limit the applicability of the Act in this manner. See DWS, Inc., 66 Comp. Gen. 155 (1986), 86-2 CPD ¶ 681 (in determining proper interpretation, General Accounting Office focuses on "plain meaning"). Further, the fundamental purpose of the 1974 amendments to the Act was to broaden the scope of the facilities covered,

in the belief that blind vendors were capable of managing facilities that were more complex than previously imagined. Congress noted that:

> "[T]he term 'vending stand' found throughout the law is changed to 'vending facility.' The concept of a stand no longer meshes with the demonstrated capability of blind vendors to operate more extensive and sophisticated businesses. Thus the term vending facility includes snack bars, carts, vending machines, and cafeterias, as well as the stereotypical kiosk type stand." S. Rep. No. 937, 93d Cong., 2d Sess., at 25 (1974).

The establishment of cafeterias and snack bars at military bases was seen as particularly important; Congress praised a Marine Corps base where:

> "no fewer than five blind operated cafeterias and snack bars have been established in just the last nine months. With such support for, and sympathy toward, the program throughout the Federal Government, there would be no need for the additional authority provided to the Secretary of HEW in this bill." S. Rep., supra, at 17.

Congress hoped that DOD would use this base as "a model for all Defense installations." S. Rep., supra, at 17. It was in this context of broadening the scope of covered facilities that Congress introduced new provisions for "contracts for the operation of cafeterias." Given that background, we find no basis for concluding with the protesters that the term cafeteria is to be defined narrowly. See U.S. Defense Sys., Inc., B-246719, Mar. 18, 1992, 92-1 CPD ¶ 291 (no basis in language of statute or legislative history to interpret statutory provision in manner urged by protester); General Servs. Admin.--Authority to Lease New Space for Child Care Facilities, 70 Comp. Gen. 210 (1991) (where legislation did "not directly and specifically address what Congress meant" by the use of a particular term, meaning determined from context in which legislation was passed and primary statutory purpose, as disclosed in legislative history).[5]

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[5]Subsequently, in litigation, blind vendors and others who had helped shape the amendments through their hearing testimony--including the legislation's sponsor, Sen. Randolph, who was denied standing--argued that fast-food facilities should be considered cafeterias under the Act and thus be subject to the strict priority provisions of 34 C.F.R. § 395.33. See cases cited supra p. 4.

DOE Regulations

DOE's regulations contain no language limiting applicability of the Act as the protesters urge, and the agency's interpretation of its regulations is expansive rather than narrow. DOE explains that its definition of cafeteria merely sets forth the minimum features a cafeteria must possess; the definition is not meant to exclude a facility possessing features in addition to those listed. The Keesler solicitation, the agency concludes, contains the critical elements of the definition, since it entails the dispensing of a wide variety of prepared hot and cold food and beverages through a serving line, and the consumption of the food on the premises. According to DOE, the regulation does not contain any limitation on the size or scope of a cafeteria operation, nor does it preclude the additional requirements that will be imposed on the contractor in this case, such as the preparation of some food on a short-order basis; preparation of food for consumption away from the dining halls; or performance of grounds maintenance around dining facilities. Finally, based on its experience as the overseer of the Randolph-Sheppard program, DOE explains that "state licensing agencies have sought increasingly sophisticated cafeterias for operation by blind vendors. Although no state licensing agency to our knowledge is operating military mess halls, some Randolph-Sheppard cafeteria operations have included short-order food preparation, carry-out deliveries, and catering."

DOE's assessment is entitled to deference. It is fundamental that deference should be accorded the agency charged with promulgating and enforcing regulations under a statute, and that "the scope of the statute and the regulations promulgated thereunder should, in the first instance, be one for the agency charged with its administration." Randolph-Sheppard Vendors of Am. v. Weinberger, 795 F.2d at 111. Thus, in rejecting a challenge to DOE's cafeteria regulations, the court in Randolph-Sheppard Vendors of Am. v. Harris, 628 F.2d 1364, 1367-68 (D.C. Cir. 1980), concluded:

> "We may not change or declare illegal a rational scheme prescribed by the expert agency specifically commissioned to devise it. Instead, we defer to the [agencys'] interpretations of the Amendments."

See also DWS, Inc., supra; Department of Health & Human Servs., 71 Comp. Gen. 310 (1992).

DOD's regulations are intended to implement the Randolph-Sheppard Act in the same manner as DOE's regulations.[6] The cafeteria definition, as discussed above, is identical to DOE's with the addition of an exclusionary sentence concerning full table-service which is not applicable to this procurement. The DOD definition, however, is more notable for what it does not add to DOE's. It does not, for example, exclude military dining halls from the definition of cafeteria--suggesting that such facilities are included. DOD has interpreted the regulations in that manner:

> "The position . . . that the Randolph-Sheppard Act does not apply to the acquisition of contractual food services at military dining facilities is not supportable in light of the statute . . . and . . . regulations [and] is largely based on a narrow definition of "cafeteria" in Webster's dictionary. Clearly, the definition of cafeteria as contained in the Randolph-Sheppard Act is much broader and more inclusive than that found in the dictionary. . . . With the expansive definition of cafeteria in the regulations, the dining hall food service contracts are most definitely cafeteria contracts. . . . Therefore, whenever military dining hall food service will be provided by contract, the applicable state licensing agency should be solicited. . . ."[7]

Similarly, DOD recently explained to Congress that:

> "After considerable review and discussions with DOE, I have concluded, on balance, the provisions of the Randolph-Sheppard Act pertaining to cafeterias are applicable to the Keesler Air Force Base dining facilities solicitation. . . . Since Keesler Air Force Base intends to contract for food service management, the cafeteria priorities in the Randolph-Sheppard Act are triggered. Moreover, DOE's implementing regulations are very

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[6]In the Preamble to the agency's final regulations, 43 Fed. Reg. 25337 (1978), DOD explained that it was removing the misconception apparently held by certain commenters that the proposed rule was intended to implement the 1974 amendments in a manner different from that prescribed by DOE.

[7]Memorandum from Director, Personnel Support Policy and Services, to Associate Deputy Assistant Secretary of the Air Force (Contracting), August 1, 1992.

expansive rather than restrictive on this point."[8]

We conclude that the legislative history, DOE regulations, and DOD regulations all support the view that the Keesler requirement is encompassed by the Act and implementing regulations.

OTHER ISSUES

As noted above, the protesters argue that the Air Force was precluded from withdrawing the requirement from the 8(a) program once proposals had been submitted. They assert that the agency's actions were unreasonable, and that applying (incorrectly) the Randolph-Sheppard Act to procurements such as this was and will continue to be prejudicial to small businesses, since food service contracts are an important part of the 8(a) and other small business set-aside programs. There is no basis for finding that cancellation was improper, since "no firm has a right to have the government satisfy a specific procurement need through the section 8(a) program or award a contract through the program to that firm." Sam Gonzales, Inc.--Recon., B-225542.2, Mar. 18, 1987, 87-1 CPD ¶ 306. The Small Business Act does not require that any particular contract be awarded under section 8(a); rather, that decision is solely within the discretion of the procurement officers of the government. Arcata Assocs., Inc., B-195449, Sept. 27, 1979, 79-2 CPD ¶ 228. Accordingly, absent a showing of fraud or bad faith or a failure to comply with regulations, we generally will not review agency decisions to award or not to award a contract through the section 8(a) program; this includes decisions to withdraw a procurement from the program. See Ernie Green Indus., Inc., B-224347, Aug. 11, 1986, 86-2 CPD ¶ 178

In this case, although the protesters characterize the Air Force's actions as unreasonable, they do not allege fraud or bad faith; nor does the record suggest that either is present. The only issue to be considered, therefore, is whether the Air Force's actions involved regulatory violations. Sam Gonzales, Inc.--Recon., supra. We conclude that the Air Force did not violate any regulations, since its actions were based on a determination that it was required

[8]Letter from Deputy Assistant Secretary of Defense (Personnel Support, Families, and Education) to Rep. Lancaster, January 19, 1993. The letter added that priority under the regulations "is not dependent on whether the cafeteria is an appropriated fund activity or a nonappropriated fund activity."

to conduct the procurement in compliance with the Randolph-Sheppard Act and, as explained above, that assessment was correct. Consequently, the agency's decision concerning the particular type of procurement to be used--whether 8(a) or otherwise--is not for our review. Sam Gonzales, Inc.--Recon., supra.

The protesters argue in the alternative that, even if the Randolph-Sheppard Act applies to this procurement, the Small Business Act takes precedence and has priority over that legislation. According to the protesters, the Air Force's determination to procure food services through the Randolph-Sheppard program improperly infringes on SBA's authority (and the Air Force's obligation) to set aside such procurements for small business concerns. We conclude that, with respect to this procurement, the Randolph-Sheppard Act is paramount and takes precedence over SBA's 8(a) set-aside program. The Randolph-Sheppard Act requires that a procurement for a cafeteria operation be conducted in accord with the statute. See 20 U.S.C. § 107(d)-3(e). That is, with respect to a particular procurement, if it is of a type to which the Act applies, compliance with the Act is mandatory. On the other hand, as explained above, the Small Business Act does not require that any particular procurement be conducted through the 8(a) program. Consequently, there is no merit to the contention that the set-aside had to be given priority over the Randolph-Sheppard program in the conduct of this procurement. See generally Kings Point Mfg. Co., Inc. et al., B-185802; B-187235, Mar. 11, 1977, 77-1 CPD ¶ 184 (since procurements subject to Javits-Wagner-O'Day Act, 41 U.S.C. § 48 (1988), are required to be conducted under that Act, that Act takes precedence over the Small Business Act, the applicability of which to specific procurements is discretionary with contracting agency).

Finally, the protesters argue that the scope of the Keesler requirement means that no blind vendor will be able to perform the contract in the manner contemplated by the Act; since there are not enough blind licensees in Mississippi to perform the contract, the contract will have to be performed by a firm consisting primarily of sighted employees, contrary to the intent and purpose of the legislation to provide assistance to blind persons. The protester's concerns are speculative and premature. Until proposals are evaluated, there is no way of determining how a particular offeror will propose to satisfy the contract requirements. In this case, proposals have not even been submitted.

Accordingly, the protester's assertions will not be considered. See Barrett and Blandford Assocs., Inc., B-240723, Sept. 12, 1990, 90-2 CPD ¶ 204.

The protests are denied.

Comptroller General
of the United States