GOVERNMENT OF THE DISTRICT OF COLUMBIA
CONTRACT APPEALS BOARD

PROTEST OF:

MTI-RECYC, A Joint Venture	)	
	)	CAB No. P-287
Under IFB Nos. 0290-AA-NS-1-SG and 0290-AB-NS-1-SG	)	

For the Protestor: William W. Goodrich, Jr., Esquire. For the Government: Nancy Hapeman, Assistant Corporation Counsel.

Opinion by Administrative Judge Terry Hart Lee, with Administrative Judges Benjamin B. Terner and Zoe Bush concurring.

BACKGROUND

On August 13, 1990, the Department of Administrative Services (DAS) issued RFP No. 0290-AA-NS-1-SG (RFP) "for hauling and utilization of sludge from the Blue Plains Wastewater Treatment Plant in Washington, D.C." (Agency Report, Exhibit 1, Section A.2).[1/] The RFP contemplated the hauling and utilization of approximately 1000 wet tons of sludge per day over an approximate period of 39 months from the date of contract award. It was anticipated that the amount of sludge would decrease to 700 tons per day for approximately 21 months thereafter. (AR, Ex. 1, Sec. D.1).[2/] The original date set for

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[1/]Hereinafter, references to the Agency Report filed on August 30, 1991, shall be "AR, Ex(s). ___" or "AR, Ex. ___, Sec. ___".

[2/]Section D.1 of the RFP lists "acceptable methods of utilization". They are: (1) land application; (2) off-site composting, to include disposal of product; and (3) "[a]ny other slugde disposal technology demonstrated at large scale and for sustained periods which meets the terms and conditions of this RFP and which is determined advantageous and acceptable to the participating jurisdictions." (emphasis added).

The Evaluation Committee was to ". . . determine the acceptability or unacceptability of the quality and efficiency of the methods proposed. . ." by evaluating: (1) reliability of method; (2) the recycling and reuse of nutrients (beneficial use of product); (3) history of community acceptance of sludge disposal in impacted areas; (4) overall parity of distribution of sludge between the participating states; (5) impact on (continued...)

receipt of proposals was September 17, 1990. However, by two addenda, the ultimate date set for receipt of proposals was October 31, 1990. (AR, Exs. 2C and 2D). Three other addenda were issued, none of which are pertinent here. (AR, Exs. 2A, 2B and 2E).

On August 28, 1990, the government held a pre-proposal conference for the purpose of questions, comments and information. (AR, Ex. 3). Seven prospective offerors attended: JABB[3], Laidlow Environmental Services, Enviro-Gro, High Tech, MTI, YWC/Ad+Soil (YWC), and Recyc Systems. (Id.). Thereafter, the government received three offers: JABB, YWC and MTI-Recyc (MTI).[4] (AR, Exs. 4, 5 and 6).

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[2](...continued)
Blue Plains; and (6) odor control. (AR, Ex. 1, Sec. E.2).

The Environmental Protection Agency (EPA) defines "disposal" as ". . . the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste . . . may enter the environment or be committed into the air or discharged into any waters, including ground waters." (emphasis added). (Comments of YWC/Ad+Soil on the Board Conference, February 10, 1992, Exhibit 2 [Affidavit of John A. O'Neal, Attachment 7]).

According to a September 1984 publication issued by the EPA entitled "Environmental Regulations and Technology, Use and Disposal of Minicipal Wastewater Sludge", five major slugde use/disposal options were currently available: (1) land application; (2) distribution and marketing of sludge products; (3) landfilling; (4) incineration; and (5) ocean disposal. (Id., Exhibit 2 [Affidavit of John A. O'Neal, Attachment 1]).

According to a March 1989 Draft Environmental Impact Statement issued for the EPA on a sludge management study of the Blue Plains Wastewater Treatment Plant, land application of dewatered sludge was the preferred alternative of disposal studied by the EPA. However, in that study, six other alternatives were evaluated: (1) no action; (2) incineration with ash landfilling; (3) in-vessel composting and product use; (4) heat drying and product use; (5) landfilling dewatered sludge; and (6) ocean disposal. (Id., Exhibit 2 [Affidavit of John A. O'Neal, Attachment 2]).

Reading the authorities provided in conjunction with the RFP's acceptable methods of utilization of wastewater sludge, it is clear that the term "disposal" encompasses "utilization" in a variety of ways and technologies, all of which involve sludge management. (See also MTI-Recyc Comments on Informal Conference, February 10, 1992, Exhibit B, which is the Proposed Rule on Standards for Disposal of Sewage Sludge issued by the EPA under the authority of the Clean Water Act, 54 FED. REG. 5746 (February 6, 1989)).

[3]"JABB" is the acronym for the joint venture composed of Jones & Artis Construction Co., Inc., Bevard Brothers, Inc. and Bio Gro Systems. (AR, Ex. 4).

[4]"MTI-Recyc" is a joint venture composed of MTI Construction Co. and Recyc Systems, Inc. (AR, Ex. 6).

An evaluation committee performed preliminary evaluations of the proposals; and while it appears that all offers were acceptable, the panel determined that each offeror needed to address specific issues about their respective proposals. (AR, Ex. 7).[5/]

Subsequently, the government conducted separate negotiations with each offeror, addressing the issues raised by the committee. (AR, Exs. 8A, 8B, 8C and 10). The offerors submitted best and final offers (BAFO's) on November 16, 1990. (AR, Exs. 9A, 9B and 9C). On or about November 20, 1990, the evaluation panel met to review the discussions held with the offerors and the resultant BAFO's. (AR, Ex. 10). Thereafter, the panel unanimously agreed that JABB was acceptable for 1000 wet tons per day, YWC was acceptable for 200 wet tons per day and MTI was acceptable for 200 wet tons per day. (Id.).

The evaluation committee also reviewed the prices submitted; and based upon a comparison of possible price combinations, the panel agreed unanimously that the combination of JABB (800 wet tons per day) and YWC (200 wet tons per day) ". . . was the most economically advantageous" and recommended awards to both companies. (Id.).[6/]

On June 18, 1991, the government entered into contracts with JABB and YWC. (AR, Exs. 11A and 11B).[7/] The term of each contract is from July 12, 1991, through July 11, 1993. (Id.). As of August 30, 1991, the contractors had commenced performance.

[5/]The Evaluation Committee consisted of members from the jurisdictions of Prince George's County, Montgomery County, Washington, D.C., Fairfax County and the Washington Suburban Sanitary Commission (WSSC). (AR, Ex. 1, Sec. D.3; Ex. 7).

[6/]Section B.21, subsection A. of the RFP states:

> The Government will award (a) contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conform(s) to the solicitation and is (are) most advantageous to the Government, considering price and other factors specified elsewhere in this solicitation. . . .

Subsection C. of Section B.21 states, in pertinent part:

> . . . The District intends to make (an) award(s) for the entire 1000 tons per day to one or more offeror(s). (The District could award five 200 ton per day contracts if they resulted in the most economically advantageous arrangement for the District.). . . .

[7/]The acceptance period for offers was 90 days from the date specified for submission of BAFO's, or in this case, until sometime around February 14, 1991. By letters dated March 18, 1991, the government requested that JABB and Ad+Soil extend their proposals from February 14 through April 30, 1991; and by letters dated April 24, 1991, the government requested JABB and Ad+Soil to extend their proposals to June 30, 1991. The offerors did so. (AR, Exs. 13A, 13B, 13C and 13D).

THE PROTEST

MTI filed its timely protest with the Board on June 26, 1991, alleging that it was an "aggrieved party" within the meaning of D.C. Code §1-1189.8 (1987), in that it was an actual offeror in response to the RFP.[8/] In its protest, MTI alleged the following: (1) that on information and belief, YWC failed to comply with the alleged mandatory requirement for "earmarked storage" or alternatively, that the government allegedly waived or relaxed the requirement for YWC alone, thereby prejudicing MTI's opportunity to offer a landfill in lieu of storage; (2) that YWC, on information and belief, failed to comply with Section D.20 of the RFP ("Special Standards of Responsibility") by not providing valid permits from cognizant jurisdictions permitting storage and disposal of Blue Plains sludge in the manner required; (3) that on information and belief, JABB could not qualify for award of 1000 wet tons per day because it could not provide at least a 60-day storage capacity, as required by Section D.16 of the RFP; and (4) that both JABB and YWC were not eligible for award because their proposals expired on February 14, 1991. MTI sought termination of the contract awards, or if no awards had yet been made, a direction from the Board to DAS to award the contracts ". . . only on a basis consistent with the law and regulations."[9/] Additionally, protestor requested an evidentiary hearing, or in the alternative, an informal conference pursuant to Rules 310.1 and 311.1 of the Board's Rules of Practice.[10/]

On July 9, 1991, MTI requested leave to take discovery and to that end, submitted a request for production of documents and a first set of interrogatories. The motion was denied as premature by Order dated July 25, 1991.

On August 16, 1991, the government filed a motion, out of time, for an extension of time within which to respond to the protest, until August 30, 1991. On the latter date, the government filed its Agency Report. Therein, with respect to protestor's allegations concerning the waiver or relaxation of storage requirements, the government argued in essence that YWC's proposal of a landfill for disposal of sludge during inclement weather, in lieu of storage, was a valid disposal technology and met the requirements of the RFP. With regard to the allegations concerning YWC's failure to provide valid permits, the government set forth specific facts to demonstrate that YWC had complied with Section D.20 of the RFP. The same is true with respect to MTI's third allegation that JABB failed to meet the storage requirement of the RFP. Finally, with respect to the allegation concerning JABB's and YWC's ineligibility for award because of the failure to extend the bid acceptance period, the government presented evidence to show that the offerors had, at the government's request, extended the proposal acceptance period. See fn. 7, supra.

[8/]Protest Complaint, ¶1.

[9/]Protest Complaint, ¶23.

[10/]36 DCR 2714, 2715 (April 21, 1989).

On September 10, 1991, JABB requested an enlargement of time through September 30, 1991, in which to respond to the Agency Report. On September 11, protestor filed its comments to the Agency Report. Therein, MTI stated that it would no longer pursue the second, third and fourth bases for its protest. Protestor also asserted that the Agency Report veritably admitted that YWC did not propose storage of sludge in violation of the alleged mandatory requirement in the RFP. By Order dated September 16, 1991, the Board granted JABB's request for an extension of time; and on September 20, 1991, JABB filed its comments to the Agency Report.

In its comments, JABB argued that MTI had no bases upon which to state that YWC's proposal was not in compliance with the RFP because the government had made clear that use of a landfill was an acceptable method of disposal. Additionally, JABB claimed that to the extent that the RFP permitted the use of a landfill, and to the extent that protestor believed that alternative to be unclear, MTI's protest was untimely. Finally, JABB argued that termination of the contracts would not be in the best interests of the government.

On September 26, 1991, protestor filed its reply to JABB's comments, reiterating its position that "[r]euse and recycling are at the very heart of this procurement" and that the government waived that requirement for YWC.

By Order dated December 18, 1991, the Board ordered the parties, inter alia, to determine a mutually agreeable date for an informal conference, to be held no later than January 30, 1992.[1/] Thereafter, the parties arranged to hold the conference on January 23, 1992. On January 10, 1992, counsel for YWC filed a Notice of Appearance.

On January 23, 1992, the Board convened the informal conference. During the conference, the Board heard the parties' arguments and clarification concerning the purpose of the RFP and the accepted technological methods for sludge utilization and disposal. The Board also sought information and heard the parties regarding the purpose and need for storage of sludge during inclement weather. Thereafter, the Board gave the parties additional time to provide comments and supplements to the record, all of which were submitted through March 23, 1992.

In its February 10, 1992, comments, the government argued for the first time that MTI did not have standing to challenge the contract awards; and consequently, the Board lacked jurisdiction over the protest. The government's position was based upon its assertion that even if the protest was sustained with regard to YWC's failure to comply with the alleged mandatory requirement of the RFP, MTI would not be next in line for award and was, therefore, not an "aggrieved" or "interested" party for the purpose of this Board's jurisdiction.

[1/]This case was reassigned to Administrative Judge Terry Hart Lee on November 18, 1991.

JABB supported the government's position concerning the Board's lack of jurisdiction in its February 10, 1992, submission, as did YWC in its comments of the same date. Thereafter, on February 21, 1992, protestor submitted its reply to the post-conference comments of the other parties. Therein, MTI asserted that it met the "aggrieved party" requirement as set forth in D.C. Code §1-1189.8 and in Rule 300.2 of the Board's Rules of Practice. Further, protestor argued that it is an "aggrieved" offeror for three reasons: (1) it alleged that the government waived the mandatory requirements of the RFP and as a result, the minimum relief sought is a reopening of the competition; (2) because JABB's second low bid of 1000 wet tons per day was rejected, it is "legally dead"; and the government no longer has authority to accept it; and (3) JABB is not qualified for award of 1000 wet tons per day because it lacked the requisite storage capacity for the sludge.

DECISION

With the withdrawal of three of the four counts of MTI's protest, the only allegation remaining for consideration is whether YWC failed to comply with the alleged mandatory requirement for "earmarked storage" of sludge, or in the alternative, whether the government allegedly relaxed or waived the mandatory requirement for YWC alone, thereby denying protestor an opportunity to offer a landfill in lieu of storage. However, the government and intervenors argued that protestor lacked standing to challenge the awards because it would not be next in line for award even if the protest was sustained, and was not, therefore, an "aggrieved" or "interested" party for the purpose of the Board's jurisdiction.

The Procurement Practices Act of 1985, D.C. Code §§1-1181.1, et seq. (1987) empowers the Board to review and determine de novo a protest of a solicitation or award of a contract by a disappointed bidder or offeror ". . . who is aggrieved in connection with the solicitation or award of a contract. . . ." (emphasis added). D.C. Code §1-1189.3(1). However, just what is meant by the term "aggrieved" is nowhere evident in the statute. See D.C. Code §1-1181.7. Therefore, as with other matters of statutory interpretation in the procurement arena, we must, as we have done previously, turn to the federal counterparts of the District's procurement statute to fashion a just and fair interpretation of the law.

"Protest", as defined in the Competition in Contracting Act of 1984 (CICA), 31 U.S.C. §§3551, et seq.

> . . . means a written objection by an interested party to a solicitation by an executive agency for bids or proposals for a proposed contract. . . or a written objection by an interested party to a proposed award or the award of such a contract;. . . (emphasis added).

Id. §3551(1). Additionally, the term "interested party"

> . . . means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract;. . .

Id. §3551(2). Under a myriad of decisions, the Comptroller General has determined that a protestor will not be deemed "interested" if it would not be in line for award if its protest were upheld. See, e.g. Four Seas and Seven Winds Travel, Inc., B-244916, November 15, 1991, 91-2 CPD ¶463; Jack Young Associates, Inc., B-243633, June 20, 1991, 91-1 CPD ¶585; JL Associates, Inc., B-225843.4, July 22, 1988, 88-2 CPD ¶69; State Technical Institute at Memphis, B-229695; B-229695.2, February 10, 1988, 67 Comp. Gen. 236; Peter Gordon Co., B-224011, September 15, 1986, 86-2 CPD ¶300; First Continental Bank Building Partnership, B-224423, September 3, 1986, 86-2 CPD ¶255; Automated Services, Inc., B-221906, May 19, 1986, 86-1 CPD ¶470. Further, in determining whether a party is sufficiently interested for purposes of its jurisdiction, the Comptroller General will consider a number of factors, including the nature of the issues raised, the relief sought by the protestor and the protestor's status in relation to the procurement. Jack Young Associates, Inc., supra.

Similarly, the CICA amendments to the Brooks Act, 40 U.S.C. §759(f)(9), define the terms "protest" and "interested party" for purpose of the jurisdiction of the General Services Administration Board of Contract Appeals (GSBCA) in almost the same language as that used by the Comptroller General. Furthermore, with respect to the GSBCA jurisdiction over bid protests, both the GSBCA and its appellate tribunal have made it clear that only the second lowest bidder has a direct economic interest in the award of a contract where the bidders offer essentially the same package of products or services, the bids differ materially only as to price, the solicitation itself is not challenged, and there is no reason to believe that the second lowest bid is not responsive. The same is true in negotiated procurements where compliance with solicitation requirements is at issue. United States v. International Business Machines Corp., 892 F.2d 1006 (Fed. Cir. 1989); Rocky Mountain Trading Co., Systems Division, GSBCA No. 11121-P, March 26, 1991, 91-2 BCA ¶23,877; International Data Products Corp., GSBCA No. 10517-P, March 5, 1990, 90-2 BCA ¶22,797.

Recently, in its decision in Micro Computer Co., Inc., CAB No. P-226, January 9, 1992, 39 DCR 4381 (1992), this Board reversed a number of its prior decisions which effectively prohibited disappointed bidders from protesting solicitations prior to contract award. That decision focused on previously restrictive interpretations of the term "protest" as it has developed and is currently used in the procurement arena. The Board also stated that the language and construction of Rule 300.2 of the Board's Rules of Practice, which is the only place where a purported definition of the term "aggrieved person" is found, is entirely inconsistent with the language and intent of Rule 300.1 in the context of a protest, i.e. a written challenge to a solicitation, proposed award or award of a contract. Id. at 4385, fn. 8.

On reconsideration in Micro Computer Co., Inc., CAB No. P-226, May 12, 1992, 5 P.D. 1025, the Board went to great lengths to further explain its position with respect to a protestor's standing. Therein, we stated that in government contract cases, the most common form of injury is the economic loss which would result from loss of a contract. To emphasize our position, we quoted the United States Court of Appeals for the Fifth Circuit in Hayes International Corp. v. McLucas, 509 F.2d 247, 255 (5th Cir. 1975), cert. denied 423 U.S. 864 (1975):

> Unlike the type of delicate question which arises when a plaintiff alleges an injury of a non-economic nature to interests which are widely shared, . . . the economic injury suffered by a losing bidder in seeking a government contract is manifest. . . . (emphasis added).

Thus, this Board has gone on record as holding that in order for a protestor to have standing for purposes of our jurisdiction, it must have some direct economic interest in the procurement in question. In Micro Computer Co., Inc., supra, the protestor was the second low bidder; and we held that where the government determined that another company was the apparent low bidder, based upon, inter alia, its responsiveness to the solicitation, that decision ". . . triggered [the protestor's] threatened economic injury, thereby rendering it an 'aggrieved party' for purposes of the Board's jurisdiction." Id. at 1028.

Turning now to the instant matter, the record shows that the method used by the government to evaluate and make award(s) was as follows:

> First, the Evaluation Committee shall determine which proposals are acceptable in the Technical, Experience and Management, and Minority Participation areas, using the evaluation factors set forth in Section E of the RFP,
>
> . . .
>
> Second, the Evaluation Committee will evaluate prices submitted by acceptable offerors to determine which single offer or combination of offers will result in the most advantageous contract to the District and the user jurisdictions.
>
> Third, using the definitive responsibility criteria set forth for RFP Section D.19 Permits,[12/] the contracting officer shall determine whether the lowest

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[12/]Section D.19 of the RFP states:

> PERMITS: It is a material requirement of this contract that the

(continued...)

> priced offeror for a proposed individual award item is capable of performing the tonnage indicated for the individual award item. . . If the [c]ontracting [o]fficer and the Evaluation Committee determine that the offeror is not capable of performing the tonnage indicated for the individual award item, the contracting officer shall reject the offer for the individual award item and reevaluate the offers based on the next lowest priced combination of individual award items that total 1,000 tons per day in accordance with the paragraph 'second' above. The contracting officer may proceed to award the entire 1000 tons in this manner. (emphasis in text; emphasis added).

(AR, Ex. 1, Sec. B.21C.) The record also demonstrates that after evaluation of BAFO's, the evaluation panel determined that based on tonnage and price, the offers ranked as follows:

JABB (800 wet tons) Ad+Soil (200 wet tons)	$68,510,500.00
JABB (1000 wet tons)	$69,306,725.00
JABB (800 wet tons) MTI-Recyc (200 wet tons)	$70,644,296.00

Clearly, the second low offeror was JABB for the entire 1000 tons; and the third low combination of offers was JABB and MTI for 800 tons and 200 tons, respectively. (AR, Ex. 10). Consequently, where, as here, there is an intermediate party who has a greater interest in the procurement than the protestor, the protestor's interest will be, and is, considered too remote to qualify it as an aggrieved or interested party. Jack Young Associates, Inc., supra. Moreover, because MTI did not timely contest the tonnage offered by JABB or the technical evaluations, we have no reason to believe that MTI would be in line for award if this protest was sustained.[13] Id.; Four Seas and Seven Winds Travel, Inc., supra; JL Associates, Inc., supra; Automated Services, Inc., supra.

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[12](...continued)

> Contractor(s) obtain and maintain all permits necessary for the performance of the contract. This will include, but not be limited to, all permits necessary to the processing, storage, hauling and ultimate utilization of the sludge or by-products. In obtaining permits, the Contractor(s) shall avoid the overwhelming distribution of sludge into one state or local jurisdiction.

[13]MTI withdrew its allegation regarding the tonnage offered by JABB in its September 11, 1991, comments to the Agency Report. Resurrection of the allegation in the February 21, 1992, reply, without the express permission of the Board, renders the claim untimely.

Nevertheless, citing Eklund Infrared, B-238021, March 23, 1990, 90-1 CPD ¶328, MTI asserted that because it claimed that the government waived or relaxed the mandatory requirements for storage, thereby precluding it from having the same opportunity to offer a landfill in lieu of storage, it is an "aggrieved party" for the purpose of this Board's jurisdiction. Eklund, however, is inapposite.

There, the protestor (the third low acceptable offeror) challenged the contract award on the basis that the awardee's "equal" product failed to comply with the salient characteristics of the brand name identified in the procurement. Too, the agency conceded that it had made an award to a nonconforming offeror, thus conceding the merits of the protest.[14/]

Here, the government and intervenors strenuously argued and clearly showed that storage was not a mandatory requirement; it was simply an option that could be offered by a bidder as an interim measure to handle the disposal of sludge in the event of inclement weather. Thus, YWC's offer of a landfill for permanent disposal with no storage contemplated is clearly another acceptable ". . . sludge disposal technology demonstrated at large scale and for sustained periods. . . ." (AR, Ex. 1, Sec. D.1; Comments of YWC/Ad+Soil on the Board Conference, Exhibit 2 [Affidavit of John A. O'Neal, Attachment 1]).[15/] That MTI did not consider a landfill as an acceptable and widely-used disposal technology does not change that fact.[16/]

[14/]In some cases, the Comptroller General will consider a timely protest by a party that is not next in line for award. However, those cases generally involve claims of defects in the solicitation itself; so that if the protest was sustained, the solicitation might be cancelled and reissued. State Technical Institute at Memphis, supra. See also General Electrodynamics Corporation, B-221347.2; B-221347.3, May 13, 1986, 86-1 CPD ¶454 (where GAO entertained a protest by a third low offeror because it made allegations that it had been misled, and consequently, it could not compete on an equal basis.).

[15/]Section 5.3.4 of Attachment 1, "Use and Disposal of Municipal Wastewater Sludge", states, with respect to "storage":

> Storage space to accommodate at least several days' or more production of sludge should be provided at the treatment plant and elsewhere in case transportation or labor problems prevent hauling sludge to the landfill site. On-site storage is also desirable in case inclement weather or other problems disrupt site operations. . . . (emphasis added).

Nothing in this description of storage in any way suggests that it is a substitute method for use or disposal of sludge; and in view of the information provided by the parties on wastewater treatment and management technology, protestor has failed to persuade the Board otherwise. In essence, YWC offered disposal only during inclement weather, not disposal "in lieu of" storage.

[16/]The Board agrees with the government and intervenors that to the extent the protest concerns a perceived ambiguity in the specifications regarding "storage" for purposes of later utilization or disposal versus direct disposal in a landfill or other facility during inclement weather, the protest is untimely. See (continued...)

> As stated by the United States Court of Appeals for the Federal Circuit:
> . . . The Board must exercise its authority to determine which parties are sufficiently 'interested' to have standing before entertaining a potentially unnecessary proceeding with its attendant costs and delay.

United States v. International Business Machines Corp., supra, at 1012. That we have done. As a result, because the protestor would not be next in line for award if this protest was sustained, and because the protestor did not timely challenge the solicitation, the evaluation of offers or the responsiveness of the second low offer, it is not a sufficiently "aggrieved party" for the purpose of this Board's jurisdiction.

Therefore, based upon all of the facts and circumstances and the authorities cited herein, this protest is DISMISSED, with prejudice.

DATE: October 1, 1992

TERRY HART LEE
Administrative Judge

CONCUR:

BENJAMIN B. TERNER
Administrative Judge

ZOE BUSH
Chief Administrative Judge

16/ (...continued)
Wayne Mid-Atlantic, CAB No. P-242, February 27, 1992, 39 DCR 4447 (June 1992); Fairchild Weston Systems, Inc., B-230224.2, December 19, 1998, 88-2 CPD ¶599; Malkin Electronics International, Ltd., B-228886, December 14, 1987, 87-2 CPD ¶586 at 6 and 7.