

Protest of ) Date: April 3, 1992  
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 DELBE REAL ESTATE COMPANY )  
 )  
 Under Solicitation No. HTT-0999 ) P.S. Protest No. 91-76

DECISION

Delbe Real Estate Company ("Delbe") protests the award of a postal lease for permanent retail space for Benning Station, Washington, D.C. Delbe claims the cancellation of a formal solicitation for the space, as well as the emergency award to an offeror other than itself, were unreasonable and in violation of postal regulations.

On August 27, 1990, the Columbia, MD, Facilities Service Office ("FSO") issued Solicitation No. HTT-0999, entitled, "Solicitation For Proposals For Existing Space And To Construct And Lease." The solicitation sought proposals for either newly constructed space or existing space in Northeast Washington, D.C., to house carriers and a retail postal operation identified as Benning Station. The solicitation listed "approximate areas desired" for net interior space, driveway, parking and maneuvering, platform, and minimum site size. Three offers were timely received by the September 26 due date.

On October 16, the site proposal by Marvin Jawer ("Jawer"), for a facility to be located at the East River Park Shopping Center at Minnesota Avenue and Benning Road, was selected as the preferred site; Delbe's proposal was eliminated because it called for a "split" operation (retail space and carrier space in two separate locations). Delbe was the lessor for the then-existing Benning Station at 3962 Minnesota Avenue, and, at the site selection meeting, postal officials agreed to approach Delbe about converting its month-to-month tenancy there to a fixed-term lease of several months' duration; in this way, the Postal Service would be assured of a presence in the area until the new facility was completed. When contacted, Delbe informed the Postal Service it would not consider a fixed-term lease. Accordingly, on October 29, the Southern Maryland Division authorized the Facilities Service Office to obtain emergency alternate quarters of 3,500 square feet, to cover the time period from the anticipated conclusion of the Delbe month-to-month tenancy until final completion of the new facility. Negotiations were entered into with Jawer to provide emergency space at 3937 Minnesota Avenue. Internal administrative delays extended the procurement process through the following spring; Jawer signed an Agreement to Lease, covering the emergency space at 3937

Minnesota Avenue, on June 11, 1991.

On May 28, 1991, Delbe advised the Postal Service to vacate the existing facility by July 31; the parties negotiated and extended the vacancy date to September 15. In the meantime, the Southern Maryland Division determined that Solicitation No. HTT-0999 should be canceled, and so advised the Columbia FSO by letter dated June 7:

In analyzing the justification and cost relevant to the above facility, it was concluded that we are unable to support the necessity of this combined delivery and retail facility . . . . Therefore, the course of action we would like to pursue, is as follows: 1) Cancel negotiations to lease a permanent delivery and retail facility. 2) Proceed with obtaining the emergency temporary retail unit for Benning Station.

As of July 3, the Postal Service entered a non-advertised permanent Agreement to Lease with Jawer for quarters at 3937 Minnesota Avenue, after determining that this space would suffice for a permanent retail-only facility to replace Delbe's soon-to-be-vacated existing space. The Agreement to Lease which Jawer had signed in June was modified, after renegotiations, to a ten-year permanent lease with two five-year options at a higher annual rent. Because Jawer's space was now to become a permanent retail facility, the Postal Service directed Jawer to make extensive renovations to the property. As this renovation work would not be in place by September 15, Jawer agreed to provide new temporary space at 3937-1/2 Minnesota Avenue. Although this new temporary space was provided by Jawer rent-free, the Postal Service paid some \$28,000 in renovation costs for the space. Award of the new temporary space to Jawer was not advertised; the contracting officer justified the non-advertised procurement of space at 3937 and 3937-1/2 Minnesota Avenue as resulting from the emergency created by Delbe's September 15 date to vacate the existing leased space. Jawer's permanent space at 3937 Minnesota Avenue was ready for occupancy in early December.

On September 25, the Columbia FSO gave written notice of cancellation to all three offerors under Solicitation HTT-0999, stating "it has been determined to be in the best interest of the U.S. Postal Service to reject all offers." Delbe's protest, dated October 11, followed.

In its initial protest, Delbe complains that the Postal Service failed to advertise its need for permanent leased space, failed to negotiate with Delbe concerning prior proposals it had submitted for permanent leased space in the area, and conducted an illegal, sole-source procurement by awarding a lease for permanent space to Jawer. Delbe notes its response to Solicitation No. HTT-0999 and the fact that, at the time of that solicitation, "the USPS leased space from Delbe at a Benning Station shopping center under a lease soon due to expire."

According to Delbe, on August 20, 1991, a postal representative informed it that the Postal Service was negotiating a lease for temporary retail space which would be necessary once Delbe's lease expired. The individual also stated the Postal Service was still considering proposals under Solicitation No. HTT-0999. When Delbe later learned that the solicitation had been canceled and that Jawer's building at 3937 Minnesota Avenue would be leased as a permanent replacement for Benning Station, it

contacted postal officials for information on the particulars of the permanent lease. Delbe claims that this request for information was denied and that the Postal Service's refusal to divulge this information "is contrary to PM [Procurement Manual] 4.1.5 (i), which requires the USPS to advise all offerors of the items, quantities and unit prices of an award."<sup>1/</sup>

Delbe cites PM 11.4.2 a., requiring advertisement for leased space in excess of 6,500 square feet, and claims the Postal Service failed to meet this requirement.<sup>1/</sup> The protester also criticizes any characterization by the Postal Service that award of permanent leased space to Jawer was justifiable as an "emergency." Delbe notes that PM 4.3.1<sup>1/</sup> allows noncompetitive procurements only when "competitive purchasing is not feasible or appropriate." Delbe asserts that, since the Postal Service was

<sup>1/</sup> PM 4.1.5 i. states:

**Award Notification.**

1. Promptly after award, the contracting officer must send all offerors that submitted proposals a written notice including:

- (a) The number of proposals received;
- (b) The name and address of each offeror receiving an award;
- (c) The items, quantities, and unit prices of each award, or the total of estimated cost and fee for cost-reimbursement contracts;
- (d) If award was made without discussions, a statement to that effect; and
- (e) A brief statement of the basis for the selection decision.

<sup>2/</sup> PM 11.4.2 a. states, in part:

**a. Publicizing.**

1. Except as authorized in subparagraph a.4 below, the contracting officer will normally publicize Postal Service requirements for new leases of space in excess of 6,500 net interior square feet by:

- (a) Placing advertisements in periodicals or newspapers in the locale in which the space is required; and
- (b) Posting a notice of the requirement in public spaces such as post offices.

<sup>3/</sup> PM 4.3.1 states, in part:

a. **Definition.** A noncompetitive purchase is any purchase of supplies or services from one source without competition.

b. **Limitations on Use.** Noncompetitive purchasing methods may be used only when competitive purchasing is not feasible or appropriate.

occupying temporary space at the time Delbe filed its protest, and because the Postal Service alone was responsible for the over one-year delay in resolution of Solicitation No. HTT-0999, no emergency existed justifying award of permanent leased space to Jawer. It urges that the lease at 3937 Minnesota Avenue be terminated for convenience and that proper advertisement and solicitation take place for the Postal Service's needs in the Benning Station area.

In his report to this office, the contracting officer notes that, once Delbe informed the Postal Service, in October, 1990, that it would not consider a fixed-term lease for the existing facility at 3962 Minnesota Avenue, "this project was considered to be in emergency status." Because of the emergency, the contracting officer asserts that advertisement for temporary space (for both Jawer-provided spaces, at 3937 Minnesota Avenue and 3937-1/2 Minnesota Avenue) was not necessary, citing Handbook RE-1, Realty Acquisition and Management, Section 331, Advertising For New Space.<sup>4/</sup>

The contracting officer denies that the Postal Service violated PM 4.1.5 (i) by failing to give Delbe information on lease for space at 3937 Minnesota Avenue. Because Delbe was an offeror only under Solicitation No. HTT-0999, and not under the procurement that led to the emergency lease with Jawer, the contracting officer asserts he had no duty to provide information to Delbe. Since the space at 3937 Minnesota Avenue has a net interior of 4,956 square feet, the contracting officer states that no violation of PM 11.4.2 a. has occurred, since "[t]his is below the 6,500 square feet requirement to advertise."<sup>5/</sup> Finally, the contracting officer notes that Delbe's proposal for retail-only space did not satisfy the requirements of Solicitation No. HTT-0999, and that Delbe would not have been able to provide temporary space in a timely manner due to its notice to vacate deadline. Therefore, the contracting officer asserts, he had no duty to negotiate with Delbe for temporary space.

Delbe filed its comments to the contracting officer's report on November 12. Delbe claims that no emergency existed justifying a sole-source award for permanent leased

<sup>4/</sup> Section 331 states: "The Postal Service advertises requirements to identify potential properties and secure adequate competition. Exceptions may be made in those few situations where (a) there is an emergency requirement that does not provide for sufficient time to advertise; (b) there is a space requirement for a specific location that cannot be satisfied elsewhere; (c) the land is exclusively controlled (e.g., space in airports or on Indian reservations); (d) it can be clearly established beyond a reasonable doubt that no competitive source of supply exists; (e) the project involves expansion or remodeling of an existing activity; (f) to obtain temporary space or a leasehold of such short duration as to stimulate little or no competitive interest; (g) the Director, Facilities Service Center, or the Director, Office of Real Estate, concurs that it is not in the best interest of the Postal Service to advertise. Such exceptions, if used, should be fully documented in the project report and included in the official facility file."

<sup>5/</sup> While the contracting officer is correct in stating that PM 11.4.2 a. does not require advertising for a space the size of 3937 Minnesota Avenue, the requirement for competition for leased space is a separate issue under PM 11.4. See, e.g., PM 11.4.1 c. ("Competition must be obtained wherever practicable."). We address the competition issue in the discussion section, below. Additionally, Section 331 of Handbook RE-1, quoted in the preceding footnote, notes the benefits of advertising to competition and does not recognize any size-based exception to the advertising requirement.

space to Jawer, and that even if some emergency did exist, the Postal Service should have entered only a temporary lease with Jawer to allow for proper advertisement and competition for permanent space.

Much of Delbe's comments consist of a factual summary. Delbe notes that it informed the Postal Service in 1987 that it was planning on renovating the shopping center where the postal facility was located. The Postal Service's term lease at the existing facility expired in 1988, when it became a month-to-month tenancy. Delbe approached the Postal Service in 1987 about providing it with new space, since the Postal Service had a right of first refusal for space in the renovated shopping center.

Delbe offered to provide the Postal Service with temporary space while the shopping center was being renovated; Delbe's architects apparently discussed space needs with the Postal Service for the temporary space, and architectural plans were developed. In November, 1989, Delbe asked the Postal Service to execute a formal lease. According to Delbe, the Postal Service "suddenly dropped all contact with Delbe"; and in February, 1990, the Postal Service informed Delbe it would advertise its need for new space. Delbe claims that, throughout the ensuing period, it stood ready to provide the Postal Service with temporary space. Delbe notes that, while the Postal Service authorized a temporary lease for emergency space in October, 1990, after Delbe had informed postal officials that it would not alter the existing lease from a month-to-month tenancy, nothing in the authorization allowed the Postal Service to enter the permanent lease with Jawer for 3937 Minnesota Avenue without formal solicitation.

Alternatively, Delbe argues that no emergency existed justifying non-advertised award to Jawer for either the temporary or permanent space. Delbe notes that the Postal Service had been aware of Delbe's plans to demolish the existing leased space since 1987, and that the "emergency authority" for temporary space had been issued in October, 1990, almost one year before the lease became necessary. Delbe cites PM Chapter 12 and several other legal authorities<sup>6/</sup> which discuss what constitutes an emergency justifying noncompetitive procurement. Delbe asserts that since the Postal Service knew for several years that new space would be needed at Benning Station, no emergency existed justifying a non-advertised award to Jawer.

Alternatively, Delbe claims that, even if an emergency did exist, "the Postal Service had more than enough time to advertise its need for space." Delbe disputes the contracting officer's assertion that Jawer could provide temporary space more quickly than Delbe, since Delbe already had "approved plans and a contractor's bid in place" for temporary space at the time the Postal Service entered its temporary space lease with Jawer in late 1990. Delbe also cites prior protest decisions<sup>7/</sup> of this office for the proposition that

<sup>6/</sup> See, e.g., United States v. Central Railroad Co. of N.J., 129 F. Supp. 560 (D.N.J. 1955); Scaturchio v. Jersey City Incinerator Authority, 100 A.2d 869 (N.J. 1953).

<sup>7/</sup> See, e.g., Air Transport Association of America P.S. Protest No. 90-02, March 23, 1990; Pan American World Airways, Inc., Air Transport Association of America P.S. Protest Nos. 86-17 and 86-22, May 22, 1986; Crist Trucking, Inc., P.S. Protest No. 76-12, May 11, 1976. We note that these cases cited by Delbe involved emergency mail transportation contracts entered into pursuant to the specific statutory authority of 39 U.S.C. ' 5001 regarding transportation of mail in emergencies. We do not understand that authority to extend to the lease of space for postal facilities.

"the contract issued under emergency authority must closely reflect the scope of the emergency and may not overstate its emergency needs." Delbe asserts that the permanent lease to Jawer "exceeds the scope and duration of the alleged emergency underlying the lease." Delbe also notes that the Facilities Service Request of October, 1990, authorized emergency award of an "interim" station only, and that the June 7, 1991, memorandum from the Southern Maryland Division (which canceled Solicitation HTT-0999) urged the contracting officer to obtain only an "emergency temporary retail unit" for Benning Station. Thus, Delbe concludes:

[T]he only lease permissible under these circumstances is a lease for temporary space for a limited period of time until the Postal Service can advertise its needs and negotiate with both Delbe and Jawer as well as any other interested, responsible parties.

Finally, Delbe claims that the Postal Service's sole-source lease with Jawer violates the PM's requirement for competition, and "smack[s] of favoritism" towards Jawer. Delbe asserts that any emergency regarding Benning Station was created by the Postal Service's own delays and cannot justify a non-advertised award to Jawer.

Delbe filed supplemental comments on November 18. Delbe notes that neither the temporary space nor the permanent space provided by Jawer contains a platform or loading dock, as required by Solicitation HTT-0999 and an earlier space study prepared by the Postal Service in 1988. Delbe asserts that its proposals for temporary and permanent space both contained a platform. Delbe cites the above as "yet another reason why the Postal Service should terminate its lease with Jawer and advertise its needs."

The contracting officer responded to Delbe's November 12 comments by letter dated November 29. According to the contracting officer, because the original solicitation for the Benning Station project sought a combined carrier/retail facility, a loading dock was required. However, when the solicitation was canceled, Postal Operations decided that carriers would not be housed at Benning Station, which eliminated the need for a loading dock.

On December 23, after reviewing copies of the Benning Station - Alternate Quarters file and the permanent lease between Jawer and the Postal Service (which were provided by the contracting officer at Delbe's request), Delbe filed further comments with this office. Delbe asserts that the Postal Service knew that Delbe could provide it with temporary facilities while the Benning Station office was being renovated, but chose not to work with Delbe. Delbe again claims that award of a permanent lease to Jawer "far exceeds the scope of any presumed emergency." Delbe admits that, while it was willing to provide temporary space to the Postal Service only if a permanent lease was entered, "this is exactly what Jawer also demanded and, as it turns out, received upon award of a permanent twenty-year lease."

Delbe provides a further factual summary in its December 23 submittal. Delbe notes that the Postal Service entered into negotiations for an "emergency, temporary quarters" lease with Jawer in October, 1990. Permanent lease negotiations for a combined retail/carrier facility were canceled as requested by the Southern Maryland Division's June 7, 1991, memorandum to the contracting officer. Because Jawer

claimed that its provision of the temporary leased space was conditional on a longer-range, permanent lease, the Postal Service renegotiated with Jawer. As a result of renegotiations with Jawer, the Postal Service agreed to a ten-year lease, with two five-year options, at a higher rental price. Delbe asserts that it could have provided much more favorable lease terms for a new Benning Station.

Delbe also asserts that, when build-out costs, taxes, utilities, and base rental fees are considered, the Postal Service is paying Jawer more than twice what it was paying Delbe for comparable space. Delbe challenges the contracting officer's statement that a loading dock is not needed at the new facility since it is now retail-only. Delbe notes that a January, 1988, space study conducted for the contracting officer includes a requirement for a loading dock for a retail-only facility. Delbe also notes that the old space leased by Delbe to the Postal Service was a retail-only facility as well, but did contain a loading dock.

Delbe insists that the Postal Service must terminate its lease with Jawer (under the PM-required Termination for Convenience clause) "as an illegal award in excess of . . . emergency authority." Delbe also urges this office to order a resolicitation for permanent space in the Benning Station area.<sup>1/</sup>

### Discussion

The record before us indicates that Jawer was awarded a sole-source contract for a permanent leased facility in the Benning Station area. The contracting officer has attempted to justify such award as a proper emergency procurement. While such an argument is convincing for the lease of temporary space from Jawer, the claim that an emergency situation could justify the sole-source award of the permanent lease is not persuasive.

As a general rule, sole-source awards are not favored. Wetler Corporation, P.S. Protest No. 86-80, December 17, 1986; First Data Resources, Inc., P.S. Protest No. 86-67, November 14, 1986. The PM states that noncompetitive procurements are justified only when competition is not "feasible." PM 4.3.1. Similarly, this office has held that:

noncompetitive awards may be made where the minimum needs of an agency can be satisfied only by items or services which are unique; where time is of the essence and only one known source can meet the agency's needs within the required time frame; where data is unavailable for competitive procurement; or where only a single source can provide an item . . . .

Chase Econometrics/Interactive Data Corporation, P.S. Protest No. 83-73, April 27, 1984.

<sup>1/</sup> This office left the record open in this matter for some time after Delbe's December 23 submittal, in anticipation of the contracting officer's written response to Delbe's latest allegations. The only further written comments from postal officials were simply restatements (mostly verbatim) of the contracting officer's earlier submittal dated October 29, 1991. As these latest written comments do not add to the record in this matter, we did not forward them to Delbe, or take them into consideration in this decision.

The contracting officer's sole-source award of a temporary lease to Jawer appears justified: Delbe, the incumbent lessor, would not grant the Postal Service a fixed-term lease for the existing space, and refused to provide temporary leased space unless it was awarded the permanent lease contract. Since the contracting officer had already determined under the then-pending solicitation that Delbe's proposal was not preferred,<sup>17</sup> his decision to award Jawer a temporary lease was reasonable. See First Data Resources, Inc., supra (contracting officer's determination that minimum needs of Postal Service will be met only by sole-source procurement will be given substantial weight if based on facts indicating reasonableness of the decision).

However, no rational justification has been offered, under the PM or prior decisions of this office, for the noncompetitive award for permanent leased space to Jawer. The PM allows noncompetitive purchasing under "[u]nusual and compelling urgency, when delay would seriously harm the Postal Service." PM 4.3.2 a.3. When the Southern Maryland Division decided that a combined retail/carrier facility was not feasible in June of 1991, the contracting officer could have immediately canceled the solicitation, informed all offerors, and resolicited for a retail-only permanent facility. Jawer was already working to provide temporary space for the Postal Service once the lease with Delbe expired in mid-September; even if no arrangements had existed for temporary space, there was still no emergency justifying award of a permanent lease without the benefit of competition. The contracting officer abused his discretion in awarding a permanent lease to Jawer on a sole-source basis; thus, we sustain Delbe's protest on the merits. See Atchinson, Topeka and Sante Fe Railway Company and Illinois Central Gulf Railroad, P.S. Protest Nos. 76-17, 76-18, and 76-19, July 15, 1976.<sup>17</sup>

Having sustained Delbe's protest, we must determine what relief, if any, can be granted. The protester argues that the PM's standard Termination for Convenience clause should be read into the Jawer lease, and that the Postal Service should terminate that lease and resolicit proposals for permanent retail space from Jawer, Delbe, and other interested offerors. We decline to grant such relief.

<sup>9/</sup> The contracting officer's determination was essentially a matter of technical evaluation. Such technical decisions will not be overturned unless they are "arbitrary, capricious, or otherwise unsupported by substantial evidence." Daniel J. Keating Construction Company, P.S. Protest No. 89-92, March 1, 1990; accord Southern Air Transport, P.S. Protest No. 89-56, October 3, 1989. Additionally, "[t]he protester bears the burden of overcoming the 'presumption of correctness' which accompanies the statements of contracting officers." Daniel J. Keating, supra; accord Data Flow Corporation, P.S. Protest No. 83-54, October 28, 1983. Delbe has presented no evidence which would cause this office to question the contracting officer's determination of the preferred site for the new Benning Station facility; therefore, we adopt his finding that Jawer's proposal was superior to that of Delbe.

<sup>10/</sup> We note that the Postal Service entered a permanent Agreement to Lease with Jawer as of July 3, shortly after the Southern Maryland Division had decided not to pursue a combined facility. The record offers no justification why the contracting officer waited nearly three months, until September 25, to notify the offerors that the solicitation was being canceled. Nor is it clear why a postal official informed Delbe that the Postal Service was still considering proposals under the solicitation in August, when the permanent Agreement to Lease with Jawer had been arranged.

First, although a Termination for Convenience clause does appear as a required clause under the PM, the PM also recognizes that leasing of facilities is a specialized form of procurement which must vary from typical procurements in certain respects. Thus, PM 11.4.1 b. states:

Only some of the statutory policies that govern Postal Service procurement in general apply to the leasing of facilities, while several additional statutory and internal policies are applicable. Consequently, many of the procedures required for other purchases do not apply to leases of facilities.

In addition, PM 11.4.1 a. states:

Leases are not considered to be construction contracts, purchase contracts, permits, or licenses, and the specific procurement provisions applicable to those contracts are not applicable to leases.

Handbook RE-1, Realty Acquisition and Management, which implements PM requirements for all Postal Service transactions involving real estate, recognizes three justifications for termination of a lease:

The Postal Service may terminate a Lease in accordance with the following clauses of the lease contract:

a. Termination paragraph (a), permits termination of the lease if the Postal Service is to occupy a new postal-owned building, replacing the leased facility. The Postal Service provides the owner ninety days advance notice.

b. Termination paragraph (b), permits termination of the lease contract on ninety days notice when the Postal Service needs additional space and the lessor is either unable or unwilling to furnish such space at terms acceptable to the Postal Service. When using this paragraph for termination, it is necessary to have well documented files to show the lessor's inability or unwillingness to provide acceptable additional space at a satisfactory price.

c. Termination paragraph [(c)], unfit for purposes leased, permits termination of the lease contract when a building becomes unfit for the purposes leased. Do not delete this clause during lease negotiations. Use this paragraph to cancel a lease contract only when negotiations with the lessor to repair the building are unsuccessful. Document the files to justify the decision that the building is unfit for use and that efforts to get the lessor to restore the building were unsuccessful.

RE-1, Realty Acquisition and Management, ' 727.11.

None of the above three termination justifications is applicable to the Postal Service's current lease with Jawer for permanent space at the new Benning Station. Accordingly, neither the contracting officer nor this office has the authority to terminate the Jawer lease.

Our second rationale for denying relief to Delbe concerns the effect that a termination

would have on postal operations in the Benning Station area, and the broader concern of what constitutes the best interest of the Postal Service.

Since award has been made and performance begun, we are limited in the relief we can grant. When contract performance is underway, whether to require termination of the contract "depends on consideration of such factors as the seriousness of the procurement deficiency, the degree of prejudice to unsuccessful offerors or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Government, the urgency of the requirement, and the impact of the termination on the accomplishment of the agency's mission." Inforex Corporation, P.S. Protest No. 78-12, June 26, 1978.

Cummins-Allison Corporation, P.S. Protest No. 91-18, June 4, 1991.

At the time Delbe filed its protest, in October, 1991, the Postal Service had already expended significant funds covering Jawer's renovation work at 3937 Minnesota Avenue. Additionally, the cost to the Postal Service in terminating the lease with Jawer could be considerable, as the Postal Service could be required, at the very least, to pay rent to Jawer until another suitable tenant is found for 3937 Minnesota Avenue, plus costs of reletting.

Therefore, it would be inappropriate to grant Delbe the relief it seeks. In reaching this conclusion, we follow the reasoning stated in a prior decision of this office, Automated Business Products, Inc., P.S. Protest No. 91-16, June 12, 1991:

It is clear that the procurement deficiency complained of here is quite serious . . . . However, these factors are counterbalanced by the substantial performance which has occurred on the . . . contract and the possibly substantial cost of ordering termination of that contract. Therefore, we decline to order termination of the . . . contract.

While we decline to grant the relief Delbe requests, we recognize that significant procurement abnormalities occurred at Benning Station. We direct the contracting officer to obtain a formal deviation for the noncompetitive award of permanent leased space to Jawer, authorized by the proper postal official, in accordance with PM 1.4. Additionally, the contracting officer shall resolicit for space in the Benning Station area at the end of the Jawer lease's ten-year base term; thus, the contracting officer shall not exercise any option under the Jawer lease.

The protest is sustained to the extent indicated.

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