



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Abel Converting, Inc.  
File: B-229581  
Date: March 4, 1988

### DIGEST

1. Protest is dismissed where protester objects to an item purchase description which has not been incorporated into a solicitation since General Accounting Office has jurisdiction over protests concerning solicitations and contract awards only.
2. Decision by Committee for Purchase from the Blind and Other Severely Handicapped to include item on list of commodities and services to be procured from workshops for blind or severely handicapped individuals is not subject to review by General Accounting Office in light of exclusive authority vested in the Committee under the Wagner-O'Day Act to establish and maintain the procurement list in accordance with the overall purpose of the act.

### DECISION

Abel Converting, Inc., protests the amendment by the General Services Administration (GSA) of the item purchase description for National Stock Number (NSN) 7920-00-823-9772 paper towels. Abel contends that by amending the item description to permit flat fold (as opposed to pop-up) packaging for the towels, GSA made it possible for blind workshops to manufacture them, thereby restricting commercial competition for the towels in violation of the Competition in Contracting Act of 1984 (CICA). We dismiss the protest.

Abel is the incumbent contractor for the NSN 9772 paper towels at the Pennsylvania Army Depot in New Cumberland, Pennsylvania. Effective November 9, 1987, the Committee for Purchase from the Blind and Other Severely Handicapped, pursuant to its authority under the Wagner-O'Day Act, 41 U.S.C. §§ 46-48c (1982), added the New Cumberland depot's requirement for the towels to its procurement list of commodities

135231

and services to be produced or provided by workshops for blind or severely handicapped individuals. Under the Wagner-O'Day Act, once an item has been added to the procurement list, contracting agencies are required to procure the item from qualified workshops for blind or other severely handicapped individuals with the objective of increasing employment opportunities for those individuals. The Committee for Purchase's is authorized to add and delete commodities and services from the list as it deems appropriate. See KCL Corp., B-227593, July 16, 1987, 87-2 CPD ¶ 52.

According to Abel, GSA amended the packaging requirements in the purchase description for the towels to facilitate inclusion of the towels on the Committee for Purchase's procurement list. GSA denies that this was the case, explaining that it had previously amended the item description to require pop-up packaging as part of its effort to standardize the packaging requirements for all towels in the same class, but had subsequently been advised by potential suppliers that a paper towel with the density and weight of the NSN 9772 towel could not be packaged in a pop-up dispenser. GSA then reviewed the contract file and determined that pop-up packaging was not a minimum need of the government. The purchase description was therefore revised to permit flat fold packaging.

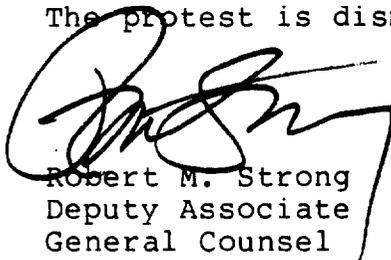
Abel argues that revision of the purchase description to permit flat fold packaging was improper since only pop-up packaging will meet the minimum needs of the government. The protester contends that although our Office does not in general consider protests that specifications should be made more restrictive, our review is appropriate in this instance since relaxation of the requirement to allow flat fold packaging makes it possible for qualified workshops (which, according to the protester, lack the machinery to package in pop-up dispensers) to manufacture the towels, thereby restricting competition for the item by leading the Committee for Purchase to add the towels to its procurement list.

We dismiss the protest because the protester has failed to state a cognizable basis for protest. Under CICA, a protest is defined as an objection by an interested party to a solicitation or to the award or proposed award of a contract. 31 U.S.C. § 3551 (Supp. III 1985). Here, Abel is not objecting to the terms of a solicitation or to a proposed award; it is objecting to the purchase description of an item which has been included on the procurement list for qualified workshops and thus effectively has been removed from procurement in the competitive market. A

complaint about a purchase description which has not been incorporated into a solicitation is not a protest within the definition of CICA, and thus does not fall within our jurisdiction. See Centronics Sales & Service Corp., B-225514, Dec. 3, 1986, 86-2 CPD ¶ 640.

Moreover, while Abel attempts to characterize its protest as a limited challenge to GSA's determination to revise the packaging requirements, Abel's underlying objection concerns the Committee on Purchase's decision to include the towels on the procurement list for qualified workshops, a decision which is not subject to review by our Office in light of the exclusive authority vested in the Committee for Purchase to establish and maintain the list in accordance with the overall purpose of the Wagner-O'Day Act. KCL Corp., B-227593, supra. In any event, we see no basis to question the decision to include the towels on the procurement list even assuming, as Abel initially suggested, that GSA relaxed the packaging requirements solely to facilitate inclusion of the towels on the list. Even if GSA had done so, in our view, it would not be improper to modify a feature such as packaging--which relates fundamentally to user preference or convenience--in order to promote inclusion of the towels on the procurement list.

The protest is dismissed.



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