

Protest of	)	Date: October 21, 1987
	)	
KNOXVILLE GLOVE CO.	)	
	)	
Solicitation No. 337100-87-A-0106	)	P.S. Protest No. 87-103

DECISION

Knoxville Glove Co. (Knoxville) has submitted a that letter protesting the award of a contract to any bidder offering a foreign end product under Solicitation No. 337100-87-A-0106 for men's cloth work gloves with leather palms. The solicitation was issued August 21, 1987, by the Eastern Area Supply Center, Somerville, NJ. The protester states that it believes that imported gloves will not meet the specification requirements. The contracting officer states of the four responsive bids received, only the low bidder offered a foreign end product, and that Knoxville was the highest bidder. The determination of responsibility of the low bidder has not yet been made.

This protest is summarily dismissed as premature pursuant to Postal Contracting Manual (PCM) 2-407.8 f.(12). A speculative protest which anticipates agency action is premature and will not be considered, Kahn Industries, Inc., P.S. Protest No. 85-56, August 26, 1985, citing Amertex Enterprises, Ltd., Comp. Gen. Dec. B-217456, 85-1 CPD & 161, February 7, 1985. Where, as here, no award has been made, improper agency action has not been alleged, and the protester remains in competition, there is no basis on which to consider a protest. Amertex Enterprises, Ltd., *supra*; Triple P Services, Inc., Comp. Gen. Dec. B-217320, 85-1 & CPD 11, January 2, 1985. Accordingly, the protest is premature and not properly before this office for decision.<sup>1/</sup>

While the protester may wish to submit a further protest after award (assuming award is made to the low bidder), unsupported contentions that an imported glove will not meet the specification requirements would be insufficient to sustain its protest. Edsal Machine Products, Inc., P.S. Protest No. 85-84, January 24, 1986. Additionally, such a protest would involve the contracting officer's affirmative determination of an offeror's responsibility. Such determinations are subject to objection by this office only in the

<sup>1/</sup>Although not raised by the protester, a bid offering a foreign source end product is no per se in violation of postal procurement regulations. Rather its price is subject to a six percent upward adjustment for purposes of bid evaluation under Postal Contracting Manual (PCM) 1-1800et seq., which adopt the policies of the Buy American Act.

case of fraud, abuse of discretion, or the failure to apply definitive responsibility criteria.  
See, e.g., Logan Co., P.S. Protest No. 83-1, February 9, 1983.<sup>1/</sup>

The protest is dismissed.

William J. Jones  
Associate General Counsel  
Office of Contracts and Property Law

**[checked against original JLS 3/12/93]**

<sup>2/</sup>Knoxville also lacks standing to object to award to the low bidder, since as the high bidder with two intervening bidders it would not be eligible for award even if its protest were sustained. Cf. Front Porch Gallery & Studio, P.S. Protest No. 87-48, August 21, 1987.