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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-197906

DATE: August 4, 1980

MATTER OF: Climatological Consulting Corporation
[Protest by Proposed Subcontractor]
DIGEST:

1. Proposed subcontractor is not "interested party" qualified to protest contract award where issues raised pertain to prime contract award and legitimate, recognizable interests in prime contract are adequately protected by limiting class of protesters to offerors on prime contract.
2. Offeror on prime contract has not acquiesced in protest by proposed subcontractor where it has merely requested agency debriefing and has not complained directly to GAO.

Climatological Consulting Corporation (Climatological) protests the award of a prime contract to University Corporation for Atmospheric Research (UCAR), under request for proposals (RFP) No. NA-79-QA-C-00142, issued by the National Oceanic and Atmospheric Administration (NOAA), Department of Commerce. The protester was a proposed subcontractor of System Development Corporation (SDC), one of eight unsuccessful offerors on the prime contract, none of which has protested to our Office. Climatological alleges that UCAR was not qualified to participate in the subject procurement according to the terms of the Federal Procurement Regulations and is not capable of performing in accordance with the contract requirements. It further claims that the award to UCAR contravenes the provisions of Office of Management and Budget Circular A-76.

As a threshold issue in this case we must consider whether Climatological is an "interested party" qualified to raise this protest under our Bid Protest Procedures. 4 C.F.R. § 20.1 (1980). NOAA maintains that the mere expectation of receiving a subcontract is

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too remote an interest to confer interested party status on a proposed subcontractor such as Climatological, at least where, as here, none of the prime offerors has complained to our Office. Climatological responds that its interest is substantial and direct since, although it was listed in SDC's proposal as a subcontractor, it was actually acting as SDC's partner and had an equal interest in the award. The protester also contends that its protest warrants consideration by GAO on the ground that SDC's request for a formal debriefing on the selection process constitutes that prime offeror's acquiescence in Climatological's protest. For the reasons stated herein, we concur with NOAA that Climatological is not an interested party.

The requirement in our Procedures that a party must be "interested" in order that its protest might be considered serves to ensure good faith, diligent participation in the protest process so as to sharpen the issues and a complete record upon which the merits of the protest will be determined. Roy's Rabbitry, B-196452.2, May 9, 1980, 80-1 CPD 334; Webcraft Packaging, Division of Beatrice Foods Co., B-194087, August 14, 1979, 79-2 CPD 120. In determining whether a protester satisfies the interested party criterion, our Office will examine the degree to which the interest is both established and direct. In the course of such an examination, we consider the nature of the issues raised and the direct or indirect benefit or relief sought by the protester. ABC Management Services, Inc., 55 Comp. Gen. 397 (1975), 75-2 CPD 245.

We have considered as too tenuous to constitute interest the mere expectation of employment or of selection as a subcontractor. John S. Connolly, Ph.D., B-188832, 188846, May 23, 1977, 77-1 CPD 359, affirmed July 26, 1977, 77-2 CPD 52; Photonics Technology, Inc., B-196437, November 7, 1979, 79-2 CPD 337. On the other hand, we have recognized the right of non-offerors, including proposed subcontractors, to have their protests considered on the merits where no intermediate

party has a greater interest and there is a possibility that recognizable established interests will be inadequately protected if our bid protest forum is restricted solely to offerors in individual procurements. American Satellite Corporation (Reconsideration), B-189551, April 17, 1978, 78-1 CPD 289; Abbott Power Corporation, B-186568, December 21, 1976, 76-2 CPD 509.

The issues raised by Climatological in the instant case essentially pertain to UCAR's entitlement to the prime contract award and not to Climatological's qualification as a subcontractor. Climatological cannot be deemed "interested" under these circumstances since SDC, as a prime offeror, is an intermediate party with a greater interest in the resolution of these issues. Even if, as Climatological urges, its interest in the procurement was actually equivalent to that of a partner of SDC, we have generally recognized that the legitimate interests in a prime contract award are adequately protected by limiting the class of parties eligible to request GAO review to the firms that submitted offers, i.e., the prime contractors. American Satellite Corporation (Reconsideration), supra; Photonics Technology, supra. Climatological was not an offeror on the prime contract in question and, accordingly, must be deemed too remote from the subject matter to establish direct interest.)

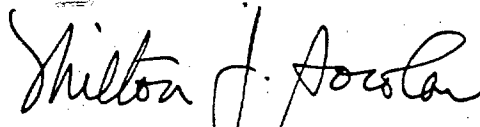
In some circumstances, a proposed subcontractor may properly protest a prime contract award where the potential prime contractor participates or acquiesces in the protest. Elec-Trol, Inc., 56 Comp. Gen. 730 (1977), 77-1 CPD 441. We have held, however, that the prime offeror in these cases must demonstrate its acquiescence by complaining directly to our Office, Educational Projects, Inc., 56 Comp. Gen. 381 (1977), 77-1 CPD 151; American Satellite Corporation (Reconsideration), supra. SDC has not protested to our Office and we regard the mere request for a debriefing to be too speculative to constitute an affirmative expression

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of interest and acquiescence in Climatological's protest.
We conclude that Climatological is not an interested
party for the purpose of this protest.

The protest is dismissed.


Milton J. Socolar
General Counsel