



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: OMI Ship Management, Inc.

File: B-260032

Date: January 20, 1995

DECISION

OMI Ship Management, Inc. protests the rejection of its proposal by Antarctic Support Associates (ASA), a prime contractor of the National Science Foundation (NSF), under request for proposals OPP 89-22832, for the charter of a research and supply vessel.

We dismiss the protest because our Office generally does not review the selection of subcontractors.

Specifically, our Office does not review subcontract awards by government prime contractors except where the award is by or for the government, 4 C.F.R. § 21.3(m)(10). This limitation on our review is derived from the Competition in Contracting Act of 1984, 31 U.S.C. § 3551 et seq. (1988), which limits our bid protest jurisdiction to protests concerning solicitations issued by federal contracting agencies. In the context of subcontractor selections, we interpret the Act to authorize our Office to review subcontractor protests only where, as a result of the government's involvement in the award process or due to the contractual relationship between the prime contractor and the government, the subcontract is in effect awarded on behalf of the government.¹ Edison Chouest Offshore, Inc.; Polar Marine Partners, B-230121.2; B-230121.3, May 19, 1988, 88-1 CPD ¶ 477.

¹ For example, we will consider protests regarding subcontracts awarded by prime contractors operating and managing Department of Energy facilities; purchases of equipment for government-owned, contractor-operated (GOCO) plants; and procurements by construction management prime contractors. Ocean Enters., Ltd., 65 Comp. Gen. 585 (1986), 86-1 CPD ¶ 479, aff'd, 65 Comp. Gen. 683 (1986), 86-2 CPD ¶ 10.

Here, the agency reports that ASA has substantially the same relationship with NSF as did NSF's prime contractor in Edison Chouest Offshore, where we found our Office did not have jurisdiction to consider a subcontractor's protest of an award of a contract for the charter of a research and supply vessel because it was incidental to that prime contractor's responsibilities to NSF, and was not on behalf of NSF. The provisions of the RFP cited in OMI's protest do not establish that this RFP was on behalf of NSF.

The protest is dismissed.

James A. Spangenberg
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