



Comptroller General  
of the United States  
Washington, D.C. 20548

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Miller

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## Decision

**Matter of:** Tim-Co Engine Services, Inc.  
**File:** B-248316  
**Date:** May 20, 1992

Timo Lehtola for the protester,  
Hyacinth Collins, Esq., Department of Transportation, for  
the agency.  
Behn Miller, Esq., Office of the General Counsel, GAO,  
participated in the preparation of the decision.

### DIGEST

Protest challenging award as improper is dismissed where  
protester submitted the third-low bid and is, therefore, not  
an interested party under General Accounting Office Bid  
Protest Regulations because protester would not be in line  
for award even if its protest were sustained.

### DECISION

Tim-Co Engine Services, Inc. protests the award of a subcon-  
tract by Interocean Management Corporation to Wartsila  
Diesel, Inc., under invitation for bids (IFB) No. DTMA-92-  
92-B-204005, issued on behalf of the Department of Transpor-  
tation, Maritime Administration (MARAD), for the repair of  
the main propulsion engine on the Cape Edmont.

We dismiss the protest.

Interocean Management Corporation, acting as the Ship  
Manager for MARAD,<sup>1</sup> issued the solicitation to 10 prospec-  
tive bidders on March 20, 1992. The IFB pricing schedule  
set forth 65 "Supplies/Services" contract line item numbers

<sup>1</sup>Under the Competition in Contracting Act of 1984 (CICA),  
31 U.S.C. §§ 3551 et seq. (1988), our Office has jurisdic-  
tion to decide protests involving procurements by federal  
agencies. This jurisdiction extends to subcontract procure-  
ments where, as here, a government prime contractor is  
acting "by or for the government." 4 C.F.R. § 21.3(m) (10)  
(1992).

(CLIN); bidders were advised that contract award would be based upon prices submitted for the first 18 CLINs.<sup>2</sup>

At the April 3 bid opening, four bids were received. The results were as follows:

Wartsila Diesel, Inc.	\$671,812.00
North Florida Shipyard	817,268.00
Tim-Co Engine Service	845,159.50
Jacksonville Shipyard	970,835.00

That same day, Interocean Management Corporation awarded the contract to Wartsila Diesel as the lowest-priced, responsive and responsible bidder. On April 10, Tim-Co filed a protest with this Office, challenging the award to Wartsila as improper; specifically, Tim-Co argues that Wartsila has underbid this project. As explained below, we will not consider Tim-Co's protest.

Under the bid protest provisions of the CICA, 31 U.S.C. §§ 3551-3556, only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective supplier whose direct economic interest would be affected by the award of a contract or the failure to award a contract. See Bid Protest Regulations, 4 C.F.R. § 21.0(a). Determining whether a party is sufficiently interested involves consideration of that party's status in relation to the procurement; where there is another party that has a greater interest than the protester, we generally consider the protester to be too remote to establish interest within the meaning of our Regulations. Telos Corp., B-246177, Jan. 13, 1992, 92-1 CPD ¶ 61.

Here, even if we found that the contract was improperly awarded to Wartsila, the record shows that another firm-- North Florida Shipyard, the second-low bidder for this procurement--rather than the protester would be in line for award. Tim-Co does not question the eligibility of North Florida. Accordingly, under these circumstances, we find that Tim-Co is not an interested party within the meaning of

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<sup>2</sup>The remaining 47 CLINs constituted cost-reimbursable services and supplies to be provided by the contractor on an as-needed basis only.

our Regulations to challenge the award. See Negotiations  
Int'l, Ltd., B-242374, Mar. 26, 1991, 91-1 CPD ¶ 329.

The protest is dismissed.

*Christine S. Melody*

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