



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Premier Nurse Staffing, Inc.

**File:** B-258288; B-258288.2

**Date:** December 5, 1994

### DECISION

Premier Nurse Staffing, Inc. dba SRT MedStaff (Premier) protests the award of a contract to Med Staff, Inc. under request for proposals (RFP) No. DADA15-93-R-0019, issued by the Department of the Army for nursing services at the Walter Reed Army Medical Center in Washington, D.C. Premier challenges the award on several grounds, primarily arguing that the agency improperly evaluated the awardee's proposal.

We dismiss the protest because Premier is not an interested party. See 4 C.F.R. § 21.0(a) (1994).

The RFP contemplated the award of a fixed price, requirements contract for a base period with up to four 1-year option periods. Offerors were required to submit separate technical and price proposals. Section M of the RFP listed the following technical evaluation factors in descending order of importance: (1) offeror's experience; (2) training and experience of nurses; (3) quality control plan; and (4) billing procedures and communications. The RFP stated that price would not be point-scored and was to be evaluated separately for reasonableness, realism, and consistency with the technical proposal. Technical factors were significantly more important than price. Award was to be made to the offeror whose proposal was most advantageous to the government.

Thirteen offerors responded to the RFP by the time set on May 11, 1994, for receipt of initial proposals. Following the initial evaluation, the agency included 11 proposals within the competitive range, conducted written discussions, requested best and final offers (BAFO) from those 11 offerors, and reevaluated proposals. Based on the results of the final evaluation, the technical proposals submitted by three offerors, including the protester and the

awardee, received perfect scores (100 points) and were considered technically essentially equal, as follows:

<u>Offeror</u>	<u>Score</u>	<u>Total Price</u>
Premier	100	\$22,612,347
B	100	21,538,222
Med Staff	100	19,304,698

Since these three offerors' proposals were considered essentially technically equal, price became the determining factor for award. Based on its analysis, the agency determined that Med Staff's lower price was realistic and reasonable and awarded the contract to that firm on August 16. On August 24, Premier filed this protest in our Office, arguing that the agency improperly failed to evaluate Med Staff's proposal in accordance with the criteria announced in the RFP.<sup>1</sup> The protester contends that had the agency followed the RFP's evaluation scheme, the agency would have concluded that Premier's proposal was superior to Med Staff's, and therefore, was most advantageous to the government.

In response to Premier's protest, the agency submitted a complete report including offeror B's proposal; the individual evaluators' sheets for the three top-ranked proposals, including offeror B; and the contracting officer's statement explaining in detail the evaluation process and the agency's rationale for concluding that the three top-rated proposals were technically equal. Although Premier generally asserts that the agency improperly assigned perfect ratings to the three top-ranked proposals, Premier does not challenge any specific aspect of the evaluation of offeror B's proposal. Premier does not argue or otherwise provide any information or explanation showing that the agency's conclusion that offeror B's proposal was technically equal to Premier's was unreasonable.


Under the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3556 (1988), only an "interested party" may protest a federal procurement. That is, a protester must be an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a). A protester is not an interested party

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<sup>1</sup>On September 22, the head of the procuring activity determined that urgent and compelling circumstances significantly affecting the interests of the United States would not permit waiting for our decision, and authorized performance of the contract notwithstanding the protest. See 31 U.S.C. § 3553(d) (1988).

where it would not be in line for award were its protest sustained. See Four Seas and Seven Winds Travel, Inc., B-244916, Nov. 15, 1991, 91-2 CPD ¶ 463. Since nothing in Premier's protest would alter the perfect rating assigned offeror B's lower-priced proposal, Premier would not be in line for award even if its protest allegations were sustained. Accordingly, Premier lacks the direct economic interest necessary to be an interested party for pursuing the protests. See Airtrans, Inc., B-231047, May 18, 1988, 88-1 CPD ¶ 473.

The protest is dismissed.

  
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