

December 19, 1997

P.S. Protest No. 97-35

## ERMA LEE K. WALTER

Solicitation No. 072368-97-A-0356

### DIGEST

Protest against award of a contract postal unit is dismissed; third-ranked offeror lacks standing to contest the evaluation of the first-ranked offer when intervening offer is not challenged.

### DECISION

Ms. Ermalee K. Walter, who had been operating a contract postal unit referred to as the Sunrise station, in the Sunrise Center, Casper, Wyoming has protested the award of a successor contract pursuant to Solicitation No. 072368-97-A-0356. The solicitation was issued July 22, 1997, by the Purchasing and Materials Service Center, Aurora, Colorado, with a return date of August 12.

Section M.1 of the solicitation stated that each business proposal would be evaluated under the following criteria:

Suitability of location	30 points
Suitability of facility	35 points
Ability to provide services	35 points

Section M.2 stated that selection for award would be based on the highest final score, which combined the business score and price score, with the business score to be 55% of the overall score and the price score to be 45% of the overall score.

Three offers were received, and, upon evaluation of the business proposals in accordance with the solicitation's scheme, the business scores were as follows:

Smith Food and Drugs	100
Sunrise Center	99
Buttrey Food and Drugs	93

The price offers were:

Smith Food and Drugs	\$8,000
Buttrey Food and Drugs	\$20,000
Sunrise Center	\$65,900

Computation of the final scores (combining business and price scores) gave the following results:

Smith Food and Drugs	100
Buttrey Food and Drug	69
Sunrise Center	39

Thus, Ms. Walter's proposal ranked third as a result of her price offer, which was over eight times higher than that of Smith.

Ms. Walter protested the award to Smith in a letter to the contracting officer dated September 25, 1997. The protest objects to removing the post office from its longstanding location; contends that Smith's facility is inconvenient and too near another postal facility; complains that Smith is not a Wyoming company; and asserts that its offered price is unrealistic. Ms. Walter also alleges that one of the postal employees "was related to some of the decision makers of Smith," and that Smith had access to information not available to other offerors, but she submitted no evidence to support these allegations. The protester also claims that she and the Sunrise mall manager spoke twice to the Casper postmaster, and were assured that the Sunrise Shopping Center would not lose the post office. The postal employee and the postmaster have denied these claims.

## **DISCUSSION**

Ms. Walters's protest is grounded solely upon a challenge of the award to Smith and does not challenge the evaluation of the intervening offeror, Buttrey.

Our office will address the merits of a protest only if the protester has standing as an "interested party" to challenge the award of a contract. Procurement Manual 4.6.2 a.

A previous decision has explained the basis for this requirement:

A key element of our protest regulations is that only an interested party can file a protest . . . [I]f an offeror fails to challenge the eligibility of all higher[-]ranked offerors, it lacks standing because, even if the award to the successful offeror was reversed, the protester would not receive award.

The requirement that a protester have standing as an interested party is not a mere whim or caprice, but a very real limitation on the power of our office to render protest decisions. . . . Where a party lacks the necessary "self-interest" in protest issues, . . . it would be "academic" to reach the merits of a protest, since the protester will not be eligible for award even if the protest is sustained. . . . To render a decision on a matter over which we have no jurisdiction would be to engage in a meaningless excursion.

*Environmental Contracting, Inc.*, P.S. Protest No. 96-23, February 19, 1997 (citations and internal quotations omitted).

In this case, the protester has raised no challenge to the evaluation of the second-ranked offer, and therefore lacks standing to challenge any improprieties in the evaluation of the first-ranked offer.

The protest is dismissed.

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