

bid on the solicitation. He states that the bid package should have been forwarded to him because he was the incumbent contractor and because his name had been on the bidders list since 1978. Although he did not receive the package for the subject solicitation, he did receive the package for the Baker Village Station, GA, Post Office.^{1/}

In his report to this office, the contracting officer states that the procurement specialist who was handling the solicitation failed to notice that the incumbent was not included in the bidders list. The contracting officer further asserts that in addition to the five names on the bidders list, the branch manager was furnished six packages with the instructions to post one on the bulletin board. Mr. Griffin knew his own contract was to expire shortly, and could have asked the postmaster or his office for the bid package.

When an incumbent contractor challenges a contracting officer's failure to solicit it for a new procurement, we review the matter from the standpoint of the following factors:

- (1) Whether adequate competition was obtained;
- (2) Whether the offers received were at a reasonable price;
- (3) Whether the failure to comply with requirements intended to secure competition was inadvertent.

J. Fiorito Leasing, Ltd., P.S. Protest No. 87-08, April 23, 1987; Shuford Mills, Inc., P.S. Protest No. 83-49, November 8, 1983; See also Fred Austin Trucking, Inc., P.S. Protest No. 85-38, August 7, 1985; Gleman Engineering Company, P.S. Protest No. 81-4, February 9, 1981.

In our review, we look at the matter from the perspective of the Postal Service, rather than that of the omitted bidder. Le Prix Electrical Distributors, Ltd., P.S. Protest No. 82-81, April 18, 1983. The fact that the omitted bidder was the incumbent contractor is not, in and of itself, a sufficient reason for canceling the solicitation. See Alpha Carpet & Upholstery Cleaners, Inc., Comp. Gen. Dec. B-200944, February 5, 1981, 81-1 CPD & 69; Preventive Health Programs, Inc., Comp. Gen. Dec. B-195877, January 22, 1980, 80-1 CPD & 63.

Here, adequate competition was obtained, as evidenced by the actual competition among five offerors who submitted bids. All offers were below or within the Postal Service estimate. The contracting officer found that the low bid was reasonable, and we have been furnished no basis to question that determination.

As to whether the protester was deliberately excluded from the competition, Mr. Griffin has not refuted the contracting officer's statement that the exclusion was inadvertent. The fact that the protester received another bid package from the same office at about the same time runs counter to any suggestion that this was an effort to exclude him from bidding. In the absence of substantial evidence that the protester has been

^{2/}The record does not reflect the date that the solicitation for the Baker Village Station was issued. However, it appears that this package was issued during the same time period as the Ft. Benning Branch solicitation. Mr. Griffin was apparently the incumbent contractor in both cases.

deliberately excluded, the protest must be denied. J. Fiorito Leasing, Ltd., supra,
Accordingly, the protest is denied.

William J. Jones
Associate General Counsel
Office of Contracts and Property Law

[Compared to original 3/5/93WJJones]