

Protest of)	Date: August 8, 1990
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PRINTCO ENTERPRISES, INC.)	
)	
and)	
)	
DODD TRUCKING & LEASING CO.)	
)	
Solicitation Nos. 190-40-90)	P.S. Protest Nos. 90-29,
190-42-90)	90-32
190-50-90)	

DECISION

Printco Enterprises, Inc. (Printco) timely protests the failure of the contracting officer at the Philadelphia Transportation Management Service Center (TMSC) to provide it with a copy of Solicitation No. 190-40-90, seeking bids for the highway transportation of plant load quantities of mail between New Castle, DE and Baltimore, MD, Washington, DC, and Wilmington DE; a copy of Solicitation No. 190-42-90 seeking bids for the highway transportation of plant load quantities of mail between Baltimore, MD and points in Maryland, New Jersey, Pennsylvania, and Virginia; and a copy of Solicitation No. 190-50-90 seeking bids for the highway transportation of plant load quantities of mail between Columbia, MD and points in Maryland, New Jersey, Pennsylvania, and Virginia.^{1/}

Dodd Trucking and Leasing Co. (Dodd) timely protests the failure of the contracting officer at the Philadelphia TMSC to provide it with a copy of Solicitation No. 190-50-90.

In both protests, the protester is the incumbent contractor on one or more of the solicited segments of the referenced solicitations, alleges that it was not given an opportunity to bid on the solicitations, and asks that it now be given the opportunity to bid on the solicitations or, in the alternative, that new solicitations be issued. Due to the similarity of the issues presented, the protests are consolidated for decision.

On March 28, 1990, the Philadelphia TMSC notified numerous plant load highway contractors, including Dodd and Printco, that their temporary contracts would be

^{1/}The solicitations consolidate plant load service from the sameheadout in a single solicitation with multiple segments, e.g., Solicitation No. 190-50-90 includes seven segments to various points in Maryland, New Jersey, Pennsylvania, and Virginia.

resolicited. Information regarding the service to be procured was entered in the Postal Service's computerized National Bidders List Sub-System (NBLSS). Approximately 1,000 notices of the solicitations were sent out to prospective bidders including Printco.^{1/} The notices generated from 35 to 60 requests for bid solicitation packages per solicitation.

The solicitations were issued between April 17 through April 24 with bid openings between May 17 through May 24. On Solicitation No. 190-40-90, between 2 to 4 bids were received for each segment; on Solicitation No. 190-42-90, between 5 to 7 bids were received on each segment; and on Solicitation No. 190-50-90 between 2 to 4 bids were received on each segment.

On May 30, the incumbent contractors on the solicited service were advised again that the present service would be allowed to expire on June 30, 1990.^{1/} By letter of June 7 to the contracting officer, Printco protested the contracting officer's failure to have provided it with solicitation packages for the solicited service. In its protest, Printco admits that it was informed in March that the service would be resolicited, but states that it received no additional information regarding the solicitations until it received the contracting officer's May 30 letter on June 4. Printco alleges that its exclusion from the bid process is unjust and maintains it should have been given an opportunity to bid on the solicitations.

In the process of soliciting emergency service for a segment of Solicitation No. 190-50-90, the contracting officer contacted Dodd, a known highway contractor in the area.^{1/} During the conversation, Dodd indicated that it had not received a copy of Solicitation No. 190-50-90. By letter of June 13 to the contracting officer, Dodd protested the contracting officer's failure to have provided it with a solicitation package and requested the opportunity to bid on the solicited service.

The contracting officer in his report to this office indicates that, after reviewing the list of prospective offerors and discussing the matter with staff members, he determined that Printco and Dodd did not receive a copy of the solicitation from the Philadelphia TMSC. He states that in the process of distributing numerous solicitation packages Printco and Dodd were unintentionally overlooked.

On the record before us, we are unable to grant the protesters any relief. Previous decisions of this office establish that in determining whether corrective action is necessary when an incumbent contractor is not directly mailed a solicitation the

^{2/}In his report, the contracting officer indicates that Printco was on the NBLSS at the time of the issuance of the notice regarding the solicitations. Printco does not dispute this point, but alleges that it did not receive the notices. The contracting officer indicates that Dodd had been on the list at one time, but was not on the current list.

^{3/}The affected contractors were sent a Form 7440, Service Contract Route Order, indicating that the service would end on the cited date.

^{4/}Upon receipt of Printco's protest, the contracting officer did not proceed to award of the affected service in accordance with Procurement Manual 4.5.5 a.

following factors are considered:

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

Moser Enterprises, P.S. Protest No. 89-31, June 9, 1989; Fumiye Ninomiya, P.S. Protest No. 88-74, November 22, 1988; Craig Pattison, P.S. Protest No. 87-115, December 29, 1987.

Here, the record indicates that adequate competition was obtained (35-60 requests for the solicitation packages and 2-7 offers per segment). See AHJ Transportation, Inc., P.S. Protest No. 89-18, May 4, 1989. The record does not indicate that the failure to send the solicitations to Printco or to Dodd was anything other than inadvertent, nor is there any suggestion that the prices offered were unreasonable. In situations similar to this our previous decisions have denied relief. See, e.g. Moser Enterprises, supra; Fumiye Ninomiya, supra; Craig Pattison, supra.

The protest is denied.

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[checked against original JLS 6/4/93]