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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

B-217106

**FILE:**

**DATE:** June 7, 1985

The Goodyear Tire and Rubber Company

**MATTER OF:**

**DIGEST:**

Air Force's cancellation after bid opening of invitation for bids (IFB) for aircraft tires listed on qualified products list is appropriate where: (1) protester has failed to show that a direct response to the specification cited in the IFB would have met Air Force's minimum needs, and (2) other bidder would be prejudiced by award to protester whose tire was not shown to be qualified as of bid opening.

The Goodyear Tire and Rubber Company (Goodyear) protests the cancellation of invitation for bids (IFB) No. F42600-84-B-1076 by the Department of the Air Force. The IFB was for the procurement of landing gear tires for the F-16 aircraft stationed at the Ogden Air Logistics Center (OAL), Hill Air Force Base, Utah. Goodyear contends that the cancellation after bid opening was not adequately justified in violation of competitive procurement requirements. Goodyear asks that the IFB be reinstated and that it receive the award based on its low bid. As set forth below, we find the Air Force had a compelling reason for canceling the IFB and, therefore, deny Goodyear's protest.

The IFB was issued for 6922 nose landing gear tires meeting specification MIL-T-5041G for F-16 aircraft. No further specifications, standards or drawings were furnished in the IFB.

Specification MIL-T-5041G is for a pneumatic aircraft tire, which may only be procured from vendors whose products are listed on a qualified products list.

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Generally, "qualified products" refers to items that have been examined and tested for compliance with specification requirements and are then included on a qualified products list. If qualified products are being acquired, the contracting officer may only consider those offers that offer products identified as qualified for inclusion on the list applicable at the time set for bid opening. See Federal Acquisition Regulation (FAR), 48 C.F.R. subpart 9.2 (1984), "Qualified Products."

Shortly after the issuance of the IFB, under which only the B.F. Goodrich Company (Goodrich) qualified, Goodyear requested that its tire be placed on the qualified products list. A letter was sent by the Air Force's Aeronautical Systems Division (ASD), Wright-Patterson Air Force Base, Ohio, to the General Dynamics Corporation, Fort Worth, Texas, transmitting Goodyear's request and qualification test report. ASD requested General Dynamics, a manufacturer of F-16 aircraft, to qualify the Goodyear tire for use with the F-16.

Subsequently, OAL amended the IFB to incorporate the qualification test reports for tires manufactured by both Goodyear and Goodrich. Goodyear was the apparent low bidder, and Goodrich was the only other bidder. However, in response to a protest by Goodrich, OAL canceled the IFB in its entirety.

Essentially, OAL canceled because specification MIL-T-5041G is a generic aircraft tire specification which had not been updated to cover F-16 nose landing gear and was incorrectly cited in the IFB. Ogden contracting officials state that another specification, General Dynamics drawing 16VL027, usage I and II, should have been cited. Furthermore, OAL points out that the qualification test report for Goodyear's tire was not approved by the proper authority and should not have been incorporated in the amended IFB because its qualification test report only showed compliance with usage I of the General Dynamics specification.

Goodyear first argues that the failure to reference General Dynamics drawing 16VL027 in the IFB was not a compelling reason for cancellation. Goodyear points out that in order to be placed on the qualified products list, as Goodyear maintains it properly was, a bidder would necessarily be aware of the General Dynamics specification. Thus, the failure to cite the General Dynamics specification had no meaningful effect on the bidders. Second,

Goodyear argues that its tire was qualified to usage I performance requirements and that Air Force personnel had advised it that usage II would not be a consideration for the procurement. According to Goodyear, there are only two of the existing F-16 aircraft, model XL, that would require a tire qualified to usage II. Even if the two XL planes were intended to be provided for by the procurement, which Goodyear questions, Goodyear nevertheless contends that cancellation of the entire solicitation was not warranted.

The FAR permits cancellation of an IFB after bid opening only when there is a compelling reason. 48 C.F.R. § 14.404-1(a) (1984). The regulation provides that inadequate or ambiguous specifications cited in the IFB may constitute such a compelling reason. Id., at § 14.404-1(c)(1). Contracting officials have broad discretion to decide whether or not appropriate circumstances for cancellation exist, and our review is limited to considering the reasonableness of the exercise of that discretion. Professional Carpet Service, B-212442; B-212442.2, Oct. 24, 1983, 83-2 CPD ¶ 483. Our Office generally regards cancellation after opening to be appropriate only when an award under the ostensibly deficient solicitation would not serve the actual minimum needs of the government and when other bidders would be prejudiced by such an award. Dyneteria, Incorporated; Tecom Incorporated, B-210684, B-210684.2, Dec. 21, 1983, 84-1 CPD ¶ 10.

We conclude that the Air Force has shown the existence of both conditions, and, therefore, the cancellation was appropriate. It is uncontested that specification MIL-T-5041G does not provide the proper specification for the F-16 nose landing gear tires needed by the Air Force. The parties acknowledge that the General Dynamics specification is the relevant specification. Although Goodyear maintains incorporation of its qualification test report in the IFB demonstrates compliance with the relevant General Dynamics specification, it is also uncontested that Goodyear's test did not show compliance with usage II of the General Dynamics specification. The Air Force maintains that compliance with usage II is required by the General Dynamics specification and is necessary for wartime preparedness of its F-16 aircraft currently in inventory, not just the XL model, despite Goodyear's contention to the contrary. We have no legal basis to question the Air Force's position that compliance with usage II is necessary to meet the agency's minimum needs. In this regard, it is primarily the contracting agency's responsibility to

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determine its minimum needs, and we will not question its determination absent a clear showing that the determination was arbitrary or capricious. Winandy Greenhouse Company Inc., B-208876, June 7, 1983, 83-1 CPD ¶ 615. Here, meeting usage II conditions is clearly required by the General Dynamics specification. Thus, Goodyear has not shown that a direct response to the specification cited in the IFB would have met the Air Force's minimum needs.

Moreover, an award to Goodyear under the IFB would have been prejudicial to the other bidder in this case. As stated above, the qualification test report on which Goodyear based its bid did not show that its tire would meet the agency's minimum needs. While there is evidence suggesting that further testing might show the Goodyear tire to comply with usage II of the General Dynamics specification, the tire was not shown to be so qualified as of bid opening. It would be improper to allow Goodyear, simply because it submitted a lower bid, an exclusive opportunity to show subsequently that it would meet the Air Force's minimum needs in order to keep the contract. Winandy Greenhouse Company Inc., B-208876, supra.

Accordingly, we concur with the Air Force's decision to cancel the IFB and resolicit the procurement, and we deny the protest.

*for* *Raymond E. ...*  
Harry R. Van Cleve  
General Counsel