

DECISION



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

FILE: B-220329 **DATE:** January 6, 1986
MATTER OF: Rodgers-Cauthen, Barton-Cureton, Inc.

DIGEST:

Cancellation of an RFQ to establish a blanket purchase agreement for the procurement of advertising services renders protest of evaluation procedures academic.

Rodgers-Cauthen, Barton-Cureton, Inc. (RCBC), protests the award of a blanket purchase agreement (BPA) to Chernoff Silver and Associates under request for quotations (RFQ) No. F38601-84-A0074 and the subsequent cancellation of the BPA by Shaw Air Force Base, South Carolina.

We deny the protest.

The BPA was for the provision of recruit advertising services for the 3537th United States Air Force Recruiting Squadron. RCBC alleges that it was technically qualified and the lowest-priced offeror and should have received the award.

In its report, the Air Force takes issue with the merits of RCBC's protest but also states that it has decided a blanket purchase agreement is an inappropriate vehicle to purchase these recurring advertising services and has therefore canceled the BPA and will resolicit and award a requirements type contract. RCBC states that it should still receive the award since its offered prices and evaluation scores are now public knowledge. RCBC provides detailed comment on the alleged improprieties in the Air Force's evaluation of its offer.

In a negotiated procurement, the contracting agency need only establish a reasonable basis to support a decision to cancel a solicitation. Hewitt, Inc., B-219001, Aug. 20, 1985, 85-2 C.P.D. ¶ 200. We have held with respect to a negotiated contract that despite the concern over disclosure of prices when a solicitation is canceled, the changed nature of a contract being solicited is an adequate basis for cancellation. N.V. Philips Gloellampenfabriken,

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B-207485.3, May 3, 1983, 83-1 C.P.D. ¶ 467, at pp. 14,15. Here, the Air Force determined that a BPA was an improper contract type for procuring these services. The protester has offered no reasons, nor do we find any, why the Air Force's judgment is erroneous in this regard. Regarding the exposure of RCBC's prices, an impermissible auction atmosphere is not created by cancellation and resolicitation after prices are exposed where these actions are adequately justified. N.V. Philips Gloellampenfabriken, supra.

Since the type of solicitation and resultant BPA have been determined to be improper, which RCBC does not challenge, RCBC's protest that its offer was improperly evaluated and that it should receive the award has been rendered academic.

The protest is denied.

Harry R. Van Cleve
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 General Counsel