



## Decision

**Matter of:** Delta Marine, Inc.  
**File:** B-256003; B-256003.2  
**Date:** April 29, 1994

W.R. Detyens, Jr., for the protester.  
Catherine Griffin, for American Shipyard Corp., and  
Patrick J. O'Hern, for Bay Shipbuilding Co., interested  
parties.  
Timothy A. Chenault, Esq., U.S. Coast Guard, for the agency.  
Jennifer D. Westfall-McGrail, Esq., and Christine S. Melody,  
Esq., Office of the General Counsel, GAO, participated in  
the preparation of the decision.

### DIGEST

Under invitation for bids (IFB) for repairs to icebreaking tugs, which permitted bidders to bid on dry dock work items, dockside work items, or both, agency properly rejected bid as nonresponsive where bidder did not insert prices for either all of the dry dock line items or all of the dockside line items as required by the IFB.

### DECISION

Delta Marine, Inc. protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DTCG80-93-B-3FA700, issued by the Department of Transportation, U.S. Coast Guard, for maintenance and repair of icebreaking tugs and barges in the East Coast and Great Lakes areas. The agency rejected the protester's bid as nonresponsive because Delta Marine failed to enter prices for all of the IFB's line items.

We deny the protest.

The IFB, which contemplated the award of multiple requirements contracts for the maintenance and repair of nine different tugs over a 3-year period (a base year plus two 1-year options), listed all of the repair tasks and all of the vessels on a single schedule. Item Nos. 0001 through 0108 encompassed repairs to be accomplished during the base year; item Nos. 1001 through 1108 covered repairs to be made during the first option year; and item Nos. 2001 through 2108 covered repairs to be made during the second option year. Columns of asterisks identified the vessels to which particular tasks pertained and whether a particular task was

a dockside repair, a dry dock repair, or both. Bidders were asked to enter a unit price for estimated quantities under each line item. The solicitation advised bidders that they could bid on one or more ships for dry dock and/or dockside work and cautioned them to complete all line items pertaining to the category (or categories) of work and vessel or vessels for which they wished to be considered. In a separate matrix, bidders were instructed to identify the ships and the category or categories of repairs on which they were bidding and to enter their total bids for the dockside items and for the dry dock items for each ship for each year.

The IFB listed the dates on which the various tugs were tentatively scheduled to be available for the repair work. According to the tentative schedule, three of the four East Coast tugs (the Sturgeon Bay, the Thunder Bay, and the Penobscot Bay) would be available for dry dock repairs during 1994 and for dockside repairs during 1995 and 1996, while the fourth tug (the Morro Bay) would be available for dry dock repairs during the summer of 1995 and for dockside repairs during 1994 and 1996. Bidders were cautioned that the schedules were preliminary and that they might be affected by operational requirements, and that the awardees must comply with the terms of the delivery orders issued. Bidders were also advised that in addition to the scheduled work, delivery orders might be issued for unscheduled availabilities in the event a vessel were disabled.

Rather than using the unified schedule that the agency had furnished, Delta Marine submitted separate bid schedules (in individual folders labeled with the particular tug's name) for each of the four East Coast vessels.<sup>1</sup> The protester did not complete all of the dry dock line items or all of the dockside line items for any of the boats, however; instead, it completed the dry dock line items for each tug for the year in which the vessel was tentatively scheduled for dry-docking and the dockside line items for the years in which the vessel was tentatively scheduled for dockside repairs. For example, for the Sturgeon Bay, which was tentatively scheduled for dry dock repairs in 1994 and for dockside repairs in 1995 and 1996, Delta Marine submitted prices for the dry dock items only for the base year and for the dockside items for each of the 2 option years.<sup>2</sup> Despite its failure to price either all of the dry

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<sup>1</sup>The protester did not bid on the Great Lakes vessels.

<sup>2</sup>The protester also included prices for a few of the dry dock line items during the second option year. The agency reports that Delta Marine explained to it that it

(continued...)

dock line items or all of the dockside line items for any of the boats on which it was bidding, the protester did enter total prices for both the dry dock items and the dockside items for each year for each ship in the matrix.

The Coast Guard rejected Delta Marine's bid as nonresponsive since the protester had not furnished prices either for all of the dry dock items or for all of the dockside items for any of the East Coast tugs. The agency considered whether the protester should be permitted to correct the omission, but concluded that it was impossible to determine with certainty what the omitted prices would have been. The Coast Guard therefore declined to permit correction.

We think that the agency correctly rejected Delta Marine's bid as nonresponsive. As a general rule, a bid must be rejected as nonresponsive if, as submitted, it does not include a price for every item requested by the IFB. Telex Communications, Inc.; Mil-Tech Sys., Inc., B-212385; B-212385.2, Jan. 30, 1984, 84-1 CPD ¶ 127. This rule reflects the principle that a bidder who has failed to submit a price for an item generally cannot be said to be obligated to provide that item. E. H. Morrill Co., 63 Comp. Gen. 348 (1984), 84-1 CPD ¶ 508. Here, Delta Marine's bid included neither a price for every dry dock item nor a price for every dockside item, as required by the IFB.

The protester does not explain why it submitted its bid in the given format. It is unclear, for example, whether it interpreted the IFB as requesting only dry dock line item prices for certain years and only dockside line item prices for others. Although Delta Marine claims that it explained to the contracting specialist prior to submission of its bid that it would be submitting line item prices only for the tentatively scheduled events and that she approved this method of bidding, the contracting specialist denies that she ever discussed with Delta its intent to submit line item pricing only for that category of repair tentatively scheduled for a particular tug for a particular year. She states that she in fact reminded Delta to enter totals for each category of repair (dry dock or dockside) for each year for each tug. Delta acknowledges that the contracting specialist reminded it to enter both dry dock and dockside totals for each year--and in fact did so on its bid summary sheet. The protester apparently did not recognize--as it reasonably should have--that there was any inconsistency between entering the totals and failing to price the line items, however.

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<sup>2</sup>(...continued)

intentionally included prices for these items "to cover possible additional drydock items in dockside work."

We also think that the agency correctly declined to permit Delta Marine to correct its bid. Correction of a price omission is permissible under limited circumstances, specifically, where a bid, as submitted, indicates the probability of error, the exact nature of the error, and the intended bid price. Telex Communications, Inc.; Mil-Tech Sys., Inc., supra. As a preliminary matter, the evidence here does not suggest that the protester's omission of line item prices was inadvertent such that it may even properly be characterized as an error within the meaning of the limited exception permitting correction of price omissions. Rather, it appears that Delta intentionally submitted prices for dry dock items only in certain years and for dockside items only in other years. Moreover, it cannot be determined from the bid the prices that the protester intended to bid for the omitted items. For example, it cannot be determined what the protester intended to bid for item Nos. 2058AA-AK and 2060AA-AI under its dry dock bid for the second option year since the protester offered different prices for these items in its dockside bids for the second option year than it offered for the corresponding items in its dry dock bids for the base and first option years.<sup>3</sup>

In commenting on the agency report, Delta Marine alleges that another bidder, American Shipyard Corp., may have altered its bid after bid opening. In this regard, the protester notes that American Shipyard's prices under certain line items were crossed out and new prices inserted. The record shows that American Shipyard's contract manager initialed the changes, but failed to date them. For example, under line item No. 0073AA, American Shipyard crossed out a price of \$28,560 and inserted in its place a price of \$510. The protester cites, as evidence that these changes may have been made after bid opening, the recording on the bid abstract of the original amounts.

We fail to discern any irregularity in the circumstances set forth by the protester here. The IFB listed an estimated quantity of 56 for line item No. 0073AA; since \$510 multiplied by 56 yields \$28,560, it is apparent that American Shipyard recognized after entering an extended price for the line item that the IFB requested a unit price, and therefore corrected its bid. It is irrelevant whether the correction was made before or after bid opening since correction of an obvious clerical error such as this after bid opening is permissible. See Federal Acquisition

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<sup>3</sup>As explained in footnote 2, these are the dry dock line items which the protester chose to add to its dockside bid for the second option year.

Regulation § 14.406-2; Galaxy Custodial Servs., Inc., 64  
Comp. Gen. 593 (1985), 85-1 CPD ¶ 658.

The protest is denied.

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for Robert P. Murphy  
Acting General Counsel