

C. Melody



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: A&E Industries, Inc.; Bay City Marine, Inc.;
Campbell Marine Industries; Continental Maritime;
Kettenbury Maritime; National Steel and Shipbuilding
Co.; Southwest Maritime, Inc.--Reconsideration

File: B-226997.8; B-226997.9; B-227943.2; B-227944.2;
B-227945.2; B-227946.2; B-227947.2

Date: August 17, 1987

DIGEST

Original decision denying protesters' challenge to additional repair work provisions in solicitation for ship repair services is affirmed where protesters in request for reconsideration do not show that original decision was based on error of fact or law.

DECISION

Seven members of the Port of San Diego Ship Repair Association 1/ request reconsideration of our decision A&E Industries, Inc., et al., B-226997 et al., June 19, 1987, 87-1 CPD ¶ 616, denying the protesters' challenge to certain provisions relating to pricing additional repair work in invitation for bids (IFB) No. N62791-87-B-0067, issued by the Navy for repair work on the USS Fanning. We affirm our original decision.

The IFB called for fixed price, lump sum bids for specified basic repair work on the USS Fanning. The IFB also contained several provisions requesting bidders to propose a fixed hourly rate for a specified number of hours of additional work which the Navy reserved the right to order under the IFB.

The protesters objected to the additional repair work provisions on several grounds, all of which we found to be without merit. Specifically, we found that the provisions

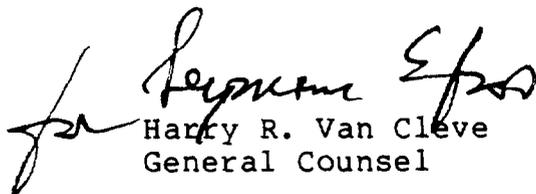
1/ A&E Industries, Inc.; Bay City Marine, Inc.; Campbell Marine Industries; Continental Maritime; Kettenbury Marine; National Steel and Shipbuilding Co.; Southwest Marine, Inc.

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were not so uncertain as to prevent the bidders from preparing their bids on a reasonable, common basis; they did not conflict with the standard Changes clause provision for equitable adjustments for delay and disruption due to changed work; and they did not purport to define how different costs were to be classified for purposes of the bidders' cost accounting systems. We also found that the Navy was not required to obtain cost and pricing data or conduct a cost analysis in connection with each order for additional work because the labor rate is fixed as part of the original bid, and that the provision in the IFB prohibiting the contractor from requiring indemnification as a condition of access by third parties to its facilities and the ship under repair did not conflict with the standard Access to Vessel clause allowing contractors to make reasonable arrangements for third party access.

In their request for reconsideration, the protesters reiterate the arguments already raised in the protest and disagree with our conclusions. We have reviewed our decision in the context of the protesters' reconsideration request and we do not find that our decision was based on an error of fact or law. Thus, we see no basis to disturb our decision. See Bid Protest Regulations, 4 C.F.R. § 21.12(a) (1987).

The request for reconsideration is denied.


Harry R. Van Cleve
General Counsel