



## Decision

**Matter of:** Fraser Shipyards, Inc.

**File:** B-257566

**Date:** July 18, 1994

### DECISION

Fraser Shipyards, Inc. protests the award of a contract to Pascol Engineering under invitation for bids (IFB) No. DTCG80-94-B-3FA838, issued by the U.S. Coast Guard for repair of the Coast Guard cutter SUNDEW. The protester contends that its bid would result in the lowest cost to the government and that it should therefore have received the award.

We dismiss the protest as untimely.

The IFB requested both unit and extended prices for estimated quantities under 15 work items and provided for evaluation of bids on the basis of the extended prices. The solicitation also provided for the evaluation of certain foreseeable costs pertaining to relocation of the vessel and of a Coast Guard representative to the contractor's place of performance.

Five bids were received by the May 5, 1994 opening date. After evaluating bidders' prices, the Coast Guard determined that Pascol Engineering of Ontario, Canada was the low bidder at \$213,829; Fraser was second low at \$232,203. On June 3, the agency awarded Pascol a contract, and on June 10, Fraser protested to our Office.

Fraser maintains that its bid, rather than Pascol's, would result in the lowest overall cost to the Government. In this regard, the protester contends that the agency should not have added in the amounts totalling \$34,100 that it bid under subitems 0013AA and 0013AB in calculating its overall bid price since these items, which provided for temporary berthing ashore for crew members while repair work disrupted the habitability of their onboard quarters, would not apply if the work were performed at its shipyard, which is located in Superior, Wisconsin, adjacent to the vessel's home port of Duluth, Minnesota. Fraser explains that it entered prices for subitems 0013AA and 0013AB since the IFB required bidders to furnish prices for all line items, but contends that the agency should not consider those prices in

computing its total bid since the solicitation did not require the agency to award all work items.

Although the IFB did not require the award of all work items, it did provide for the evaluation of bids on the basis of all items. If Fraser wished to object to this evaluation scheme, which was apparent on the face of the solicitation, it should have raised the matter prior to bid opening, since, to be timely, a protest based upon an alleged impropriety in the solicitation which is apparent prior to bid opening must be filed prior to bid opening. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1994); Monterey Bay Boatworks Co., B-255321, Feb. 24, 1994, 94-1 CPD ¶ 145.

Furthermore, the protester's assumption that temporary berthing for crew members would not be required if the repair work were performed at its shipyard appears, in any event, to be incorrect. The protester's argument is premised on the assumption that the crew members of the SUNDEW have permanent residences of their own in the Duluth area and would therefore stay at home and not require temporary berthing if the work were performed in the vicinity of the home port. According to the Coast Guard, this assumption is incorrect since a substantial number of each Coast Guard cutter's crew members, including nearly all single members, live aboard the vessel and do not maintain residences ashore. These individuals would require temporary berthing while repair work on the cutter precluded access to their shipboard accommodations, regardless of whether or not the work was performed at a shipyard in the vicinity of the home port.

The protest is dismissed.

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