



Comptroller General  
of the United States

Washington, D.C. 20548

153239

5362812

## Decision

**Matter of:** National Linen Service--Reconsideration

**File:** B-257312,2

**Date:** December 28, 1994

Jed L. Babbin, Esq., Tighe, Patton, Tabackman & Babbin, for the protester.  
Jacqueline Maeder, Esq., and John Van Schaik, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Request for reconsideration is denied where the protester does not show that prior decision denying its protest contained any errors of fact or law or present information not previously considered that warrants reversal or modification of our decision.

### DECISION

National Linen Service requests that we reconsider our decision, National Linen Serv., B-257112; B-257312, Aug. 31, 1994, 94-2 CPD ¶ 94, in which we denied its protest of the Army's modification of contract No. DACA21-91-C-0045 for laundry and dry cleaning services at Fort Jackson, South Carolina. The modification expanded the services under the contract to include laundry services for Shaw Air Force Base, South Carolina. National argues that our decision erred as a matter of law and ignored material facts.

We deny the reconsideration request.

On January 7, 1994, Shaw Air Force Base issued an invitation for bids (IFB) for laundry and dry cleaning services. Subsequently, contracting officials at Fort Jackson notified Shaw of Fort Jackson's newly constructed laundry facility and of its existing contract with Crown Management Services to operate that facility and discussed having Shaw's laundry needs met by Crown under that contract. Although Shaw received two bids under its IFB, including one from National, after determining that the prices under Crown's existing contract were lower than those bids, the Air Force requested that the Army modify its Fort Jackson contract to include the Air Force requirements and canceled the IFB. The Army subsequently modified Crown's contract to include Shaw's laundry requirements.

National protested that the modification was outside the scope of Fort Jackson's contract with Crown and that cancellation of Shaw's IFB was improper. National argued that the Fort Jackson contract precluded the addition of laundry services, such as services for Shaw, to that contract because Crown's laundry facility had been built on-post. National also argued that the solicitation for the Fort Jackson contract permitted laundry services for only "individuals and organizations stationed at or satellited on Fort Jackson," which Shaw is not.

We denied the protest because we found that the Shaw laundry services are not outside the scope of Crown's contract. Additionally, we specifically denied the protest ground that because Crown had built an on-post laundry facility at Fort Jackson, it was precluded from doing other than Fort Jackson laundry.

In requesting reconsideration, National contends that our decision renders a nullity of the choice under the Fort Jackson contract of building either an on-post or an off-post laundry facility. Under that contract, and under the solicitation which led to that contract, the awardee was given the option of building an on-post or an off-post facility; Crown built an on-post facility. The protester argues, as it did in its original protest, that, by choosing to build an on-post facility, Crown is now limited in the work it can perform and points to paragraphs 5.1 and 1.2 in the solicitation to support this contention. Paragraph 5.1 states that:

"The Contractor shall provide laundry and dry cleaning services to individuals and organizations stationed at or satellited on Fort Jackson."

Paragraph 1.2 provides that an on-post facility:

"can only be used in direct support of work required to serve Fort Jackson and customers listed in Exhibit 6<sup>1</sup>, other Federal Government work shall be approved by the Contracting Officer and DCSLOG [Deputy Chief of Staff for Logistics] as per AR [Army Regulation] 210-130 Paragraph 5-2d. Any other outside work cannot be accommodated at the on-post facilities."

According to the protester, while Crown may perform laundry services for other Department of Defense (DOD) components or

---

<sup>1</sup>Exhibit 6 lists Reserve Officer Training Corps units, military academies and high school that are presently serviced by the Fort Jackson facility.

government agencies, these two paragraphs allow Crown to do so only to the extent that these DOD components or agencies are stationed at or satellited on Fort Jackson or are customers listed in Exhibit 6.

Under our Bid Protest Regulations, to obtain reconsideration, the requesting party must show that our prior decision may contain either errors of fact or law or present information not previously considered that warrants reversal or modification of our decision. 4 C.F.R. § 21.12(a) (1994). The repetition of arguments made during our consideration of the original protest and mere disagreement with our decision do not meet this standard. Keci Corp.--Recon., B-255193.2, May 25, 1994, 94-1 CPD ¶ 323. National has failed to show that we erred in denying its protest.

As explained in our earlier decision, paragraph 5.1 of the solicitation describes the general purpose of obtaining laundry services for Fort Jackson; the following paragraph, 5.1.1, authorizes the performance of laundry services for DOD and other federal agencies at Fort Jackson.<sup>2</sup> Similarly, paragraph 1.2 specifically allows "other Federal Government work" to be performed at Fort Jackson so long as that work is in accordance with AR 210-130. Nowhere in the solicitation is there language which supports the protester's interpretation that other work for DOD or other federal activities can be performed at an on-site laundry facility only if those activities are stationed at or satellited on Fort Jackson or are among the activities listed in Exhibit 6. National's interpretation ignores the fact that paragraph 1.2 of the Fort Jackson contract states that "other Federal Government work shall be approved by the Contracting Officer and DGSLOG as per AR 210-130 paragraph 5-2d." Moreover, as stated in the agency's report on the original protest, the "other outside work" referred to in paragraph 1.2 which cannot be accommodated at the

---

<sup>2</sup>Paragraph 5.1.1 states in part:

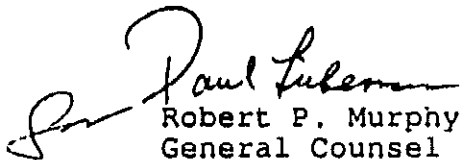
"In keeping with its area support mission, Fort Jackson provides laundry services to other Department of Defense components such as other Active Army units, Air Force, Navy, Marine Corps, National Guard, Reserves and other Government agencies. The requirement to provide intra and inter-service support services shall be part of this contract."

on-post facility refers to work for private individuals or firms.<sup>3</sup>

National also contends that if the Fort Jackson laundry were a DOD-wide regional facility, area contracting personnel would have been advised of its existence and the agency would have a "track record" to indicate its regional nature. According to National, we ignored these "facts" in denying its protest.

There is no requirement that Fort Jackson notify other contracting personnel of its laundry contract. Moreover, the Air Force's failure to notify other area contracting personnel does not change or modify the Fort Jackson contract, which, as stated above, was to include intra and inter-service laundry services for DOD and other federal agencies. As to the protester's allegation that there is no "track record" to support Fort Jackson's regional mission, as noted in the original decision, laundry operations only began at Fort Jackson on August 1, 1993, and a "track record" could not have been established in the 4-month time frame from the start-up of operations until the issuance of Shaw's solicitation.

The reconsideration request is denied.

  
Robert P. Murphy  
General Counsel

---

<sup>3</sup>Indeed, the difference between an on-post and an off-post facility which the protester alleges was nullified by our decision is, as the agency explained in its report on the initial protest, that an off-post facility would be permitted to accept work from private individuals or firms while an on-post facility may not.