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DECISION



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

FILE: B-219117.2

DATE: July 19, 1985

MATTER OF: Market Facts, Inc.--Reconsideration

DIGEST:

1. GAO does not approve payment of a claim for extra compensation under the changes clause of a contract performed for a defunct federal agency where there is no written evidence that the alleged extra work performed was authorized and the contracting officer of the defunct agency contends that such work was not authorized. Under the circumstances, the claimant has not met its burden of proving entitlement to payment.
2. Prior decision is affirmed on reconsideration where the claimant has not shown that it contained errors of fact or law.

Market Facts, Inc. (MFI), requests that we reconsider our decision in Market Facts, Inc., B-210226, May 28, 1985, 85-1 C.P.D. ¶ _____, in which we denied two claims for expenses allegedly incurred by MFI and its subcontractor, Peat, Marwick, Mitchell & Co. (Peat), in the performance of constructive changes to contract No. PP9AC002 with the now defunct President's Commission on Pension Policy (Commission), because MFI had not proved that it was properly authorized by the contracting officer to perform the changes.

We affirm the prior decision.

Concerning the claim of Peat, MFI relies on an April 3, 1984, letter from GSA to GAO to support its position that the claim is justified. That letter merely states, however, that in a conversation with the Executive Director of the Commission, the Director told GSA that he believed that MFI's claim on behalf of Peat was "justified" and that MFI's claim on its own behalf was not supportable. As stated in our initial decision, the record indicates that

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the contracting officer had not delegated his contracting authority, and in a December 14, 1982, letter from GSA to GAO, the contracting officer is reported to have stated that the alleged additional work (of Peat and MFI) was not authorized, and that the claims lack validity.

GAO considers claims on the written record only, and the burden of proof is on the claimant to establish the liability of the United States and the claimant's right to payment. 4 C.F.R. § 31.7(f) (1985). In view of the fact that there is no written evidence that the contracting officer authorized the additional work allegedly performed by Peat and MFI, and the contracting officer, the only person who could properly authorize the performance of such work, stated that he did not authorize such work, MFI has not met its burden of proving entitlement to payment. Printer Systems Corporation, B-213978, May 22, 1984, 84-1 C.P.D. ¶ 546.

Regarding MFI's claim on its own behalf, counsel for MFI states that he has not discovered any statement in the record by the contracting officer that the work claimed by MFI was not authorized. Our prior decision did not state there was such a document. That decision was based on the lack of any indication from the Commission of oral or written authorization for additional work by the contracting officer. To the contrary, as stated above, the contracting officer reportedly denies authorizing the work.

Since MFI has not shown that our initial decision contained any errors of fact or law, it is affirmed.

Milton J. Forster
for Comptroller General
of the United States

General Electric