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

B-195693

October 25, 1979

The Honorable John J. Boyle
The Public Printer
Government Printing Office

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Dear Mr. Boyle:

This is in response to your letter to our Office dated August 6, 1979, concerning your authority to review a decision by your agency's Board of Contract Appeals.

You state that the Board, acting pursuant to the standard contract "Disputes" clause, recently rendered a decision in the Government's favor with one minority opinion. You further indicate that the contractor, relying on the argument advanced in the dissent, has asked you to personally reconsider the Board's decision. You request our opinion " * * * whether the Public Printer has the requisite authority to review and, if he so desires, modify a final determination made by the Government Printing Office Board of Contract Appeals."

Your delegation of authority regarding the deciding of appeals reads as follows:

"The Office of General Counsel of the Government Printing Office is hereby designated my representative for the hearing and deciding of appeals arising out of contracts entered into by the Government Printing Office."

Further the standard Disputes clause, contained in the instant contract, reads, in pertinent part:

" * * * The decision of the Public Printer or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary,

or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. * * *

Your delegation of authority does not reserve any right of review and would appear to be a complete delegation.

Moreover, the only review envisioned by the above clause of a decision of the Public Printer or his duly authorized representative is by a court of competent jurisdiction. Since the clause is contained in the contract awarded by the Government and accepted and signed by the contractor, the granting of a second administrative review of the claim would give the contractor a right not contemplated and deny the Government the expected finality of the Board's decision.

Finally, we point out that the granting of reviews could be disruptive of the orderly disputes settlement process and give the appearance of favoritism when granted in only certain cases.

Therefore, we believe a further review by you of the Board's decision would be improper.

Sincerely yours,

R. F. Keller
Deputy Comptroller General
of the United States