

11855 Transp
Mr. Feinstein



DECISION

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

FILE: B-194443

DATE: October 29, 1979

MATTER OF: Professional Carpet Service -
Reconsideration

DLG01706

DIGEST:

Where request for reconsideration presents no evidence demonstrating error in fact or law in previous decision and no arguments not previously considered, decision is affirmed.

Professional Carpet Service (Professional) requests reconsideration of our decision of June 4, 1979, B-194443, in which we sustained our Claims Division's disallowance of Professional's [claim for storage and handling charges for Government-owned carpet] [Claims Division file No. Z-2363901(42)]. For the reason stated below, our decision is affirmed.

Professional was the authorized carpet installation service for the Federal Railroad Administration (FRA) from June 1975 to May 1977. Sometime after termination of the installation service, Professional informed FRA that Professional retained 43 rolls of FRA's carpet; FRA requested the return of the unused carpet.

AGC00213

When the carpet was returned, Professional submitted its bill to FRA for \$2,833.50 for storage and handling charges for the period December 1, 1975, to September 7, 1977. FRA sent the claim to our Claims Division as a doubtful claim. It was disallowed because Professional did not have a contract with FRA to store the carpet; nor could payment to Professional on a quantum meruit basis be authorized since Professional did not show that the Government received a benefit nor that there was an explicit or implicit ratification by authorized Government contracting officials. In sustaining the disallowances we noted that if Professional wanted to recover storage charges it should have included them in its price.

110717

~~007622~~

In support of its request for reconsideration, Professional submitted copies of the storage bills, a purchase order showing a transportation charge for delivery of the carpet to FRA as a separate line item and page 6 of its contract. Professional cites a contract section which provides, in part, that:

" . . . Carpet to be installed shall normally be located at the site of the installation. Site of the installation is defined as the building where service is performed. No additional charges will be made for moving carpeting within the building. When the ordering office requires the movement of carpeting from one building to another building, such service is not covered by the scope of this contract."

Professional believes that this evidence shows that Professional did not benefit by receiving and storing the agency's carpet; therefore, it argues, it should be paid the storage charges incurred during the contract period.

However, as we stated in our decision, since Professional did not have a contract for storage, the only grounds for payment of this storage claim would be if the Government received a benefit from the storage and that the implied storage contract was ratified by the proper officials at FRA. FRA stated that if it had known storage was needed, it would have used available Government-owned storage. Professional's storage did not benefit the Government and its use was not ratified by contracting officials at FRA. Thus, Professional's evidence is not relevant to the legal issue involved.

Where a request for reconsideration presents no evidence demonstrating an error in fact or law and no arguments not previously considered, our prior decision is affirmed. See B-183215, July 14, 1977; Emerson Construction Company, Inc.--Reconsideration, B-190702, February 3, 1978, 78-1 CPD 101.

Our decision of June 4, 1979, is affirmed.

Milton J. Acosta

For The Comptroller General
of the United States