

094784-

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20540

140966

FILE: B-172531

DATE: July 22, 1974

MATTER OF: Management & Organization Development Inc.

DIGEST: [Request for additional payments under fixed-price contract] for additional work done as a result of alleged oral instruction is for resolution under Disputes clause.

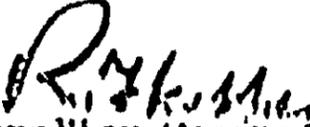
Pursuant to contract M00027-73-C-0066, Management & Organization Development Inc. (MOD) agreed to provide the Marine Corps A 98 with training materials for a drug abuse and human relations training program for \$10,000. On March 31, 1973, the materials were furnished and the \$10,000 was paid. However, on April 28, 1973, MOD requested an additional \$10,180. MOD contends that this amount represents extra work occasioned by oral orders that changed the scope of work. MOD states that the work was performed and delivered before the contract was signed and the contract was signed at the urging of the officer in charge of the project with the understanding that a supplemental request for additional funds would be filed. It is on the basis of this agreement that MOD requests the additional payments. In the alternative, MOD states that since the Marine Corps has accepted and used the work product, it is entitled to compensation either on quantum meruit or valchant. On the other hand, the Marine Corps contends that there is no contract basis for the additional payments.

The record indicates a substantial disagreement as to the understanding of the parties at the time the contract was entered into concerning the scope of the work to be performed. Under "Section 1: General Provisions," the contract incorporated by reference General Provisions, Standard Form 32, November 1969 edition. Section 12 of Standard Form 32 is entitled "Disputes." This clause requires that any dispute concerning a question of fact arising under the contract subject to appeal to the head of the agency or his duly authorized representative whose decision is not subject to review by our Office except for fraud. S&E Contractors, Inc. v. United States, U.S. 1 (1972); B-177295, November 1, 1972; B-174899, June 1, 1972.

708432

B-172531

Accordingly, the matter should be processed pursuant to the terms of the Disputes clause of the contract.


Acting Comptroller General,
of the United States