



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

30877

B-176596

May 7, 1973

Allen H. Pease, Esq.
30 Bank Street
New Britain, Connecticut 06051

Dear Mr. Pease:

Reference is made to your letter on behalf of Prentice Corporation, dated December 28, 1972, and received by our Office on March 16, 1973, apparently seeking reconsideration of our decision of December 20, 1972, B-176596, denying that firm's claim arising from the termination of Defense Supply Agency (DSA) contract No. DSA100-70C-2036 with Interstate Manufacturing Corporation, Highspire, Pennsylvania.

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The basis upon which you seek reconsideration of the decision of December 20 is a letter dated June 23, 1971, from the Plant Clearance Officer of the DSA's Defense Contract Administration Services District (DCASD), Hartford, Connecticut, requesting Prentice Corporation, pursuant to applicable regulations, to prepare for shipment to the Defense Depot, Mechanicsburg, Pennsylvania, the termination inventory upon which the claim was predicated.

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You contend that since the letter of June 23 made no mention of Interstate Manufacturing Corporation, and in no way put Prentice on sufficient notice that it was dealing with any entity other than an agency of the United States Government, the letter gave rise to a new contract between DSA and Prentice. Otherwise, you say it was incumbent on the Government to have informed your client that it would have to look to some other party for payment for the inventory shipped pursuant to that letter.

We cannot agree with the import which you assign to the letter of June 23 from the Plant Clearance Officer. Your letter of April 16, 1971, advised the agency that you had submitted your inventory claims to Interstate for processing. The letter of June 23 merely provided packing and shipping instructions for your inventory items shown in the documents attached thereto and specifically stated that the property was being transferred "pursuant to applicable regulations."

[Request for Reconsideration]
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D-176596

In analogous circumstances we have held that no express contract between the Government and a subcontractor arose by virtue of similar correspondence and the facts did not sufficiently establish an implied contract to warrant allowance of the claim by our Office. B-147131, March 2, 1962, and April 2, 1962, copies enclosed.

Accordingly, our decision of December 20 is affirmed.

Sincerely yours,

Paul G. Dembling

For the Comptroller General
of the United States

Enclosures