

DECISION



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

FILE: B-183289

DATE: December 3, 1975

MATTER OF: RCA Corporation

DIGEST:

Payment for presentation of training course in response to unauthorized request may properly be made on quantum meruit basis in absence of formal contract since Government received benefit and unauthorized request for course was implicitly ratified.

RCA Corporation (RCA) has requested payment for a training course which it conducted for the Marine Corps at Quantico, Virginia, in July of 1970. Although RCA taught the course at the request of Marine Corps officials, it has not been paid because no contract for the services was ever entered into between RCA and the Marine Corps.

In May 1970, RCA conducted a training course in the operation and maintenance of tactical satellite and maintenance equipment at Lakehurst, New Jersey. On May 12, non-procurement Marine personnel contacted RCA and requested that it submit a proposal for similar training of other Marine Corps personnel immediately upon completion of the Lakehurst course in order to gain a price saving and make convenient use of instructional material and instructors from the prior course. On May 15, RCA submitted a proposal, and, along with the Marine Corps personnel who had requested that the course be taught, RCA representatives went to the cognizant contracting officer in order to formalize an agreement. RCA states that the contracting officer "* * * referred to his heavy load of fiscal-year-end procurement requirements and said he would do his best to help. He was given a copy of RCA's proposal, and said that he would await USMC procurement documents." On June 8, when RCA was to begin preparing for the course, one of its representatives telephoned the contracting officer who reportedly "* * * said that, although he had not yet seen the procurement request, the Marine Corps intended to take action initiating the contract as soon as the request was received in the Procurement Division. He again spoke of his work load."

When told that it was necessary for RCA to start course preparation that day in order to preserve the price and retain the instructors, the contracting officer is reported to have "* * * raised no question and again stated that the Marine Corps would issue a contract." On June 24, the RCA representative presented the contracting

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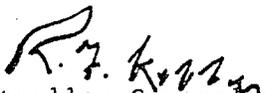
officer with a firm fixed price proposal for \$17,813 along with supporting DD633 forms. It is alleged that the contracting officer commented that he "* * * now had the necessary procurement documents and funding but was still overburdened with higher priority requests." On June 29, RCA sent a TWX to the contracting officer explaining that preparation for the course had begun on June 8 and that the course was scheduled to begin on July 6.

RCA conducted the course at Quantico between July 6 and July 24.

The Marine Corps acknowledges that the facts as presented by RCA are substantially correct but states that it has not paid RCA because, due to the large end-of-fiscal-year work load at the time the course was taught, the contracting officer never entered into a contract for the services. However, the Marine Corps agrees that the course was performed on a non-volunteer basis with the full knowledge and acquiescence of Marine Corps technical personnel and that it considers that the course was given satisfactorily and that it benefited thereby.

Although the United States cannot be bound beyond the actual authority conferred upon its agents by statute or regulation, see United States v. Crance, 341 F. 2d 161, 166 (8th Cir. 1965), the courts and our Office have recognized that in appropriate circumstances payment may be made for services rendered on a quantum meruit basis (the reasonable value of work or labor), or for goods furnished on a quantum valebat basis (the reasonable value of goods sold and delivered). 40 Comp. Gen. 447, 451 (1969). Before a right to payment under such basis may be recognized, it must be shown that the Government has received a benefit, and that the unauthorized action has been expressly or implicitly ratified by authorized contracting officials of the Government. Dictamatic Corp., B-181038, May 16, 1974, 74-1 CPD 260; B-166439, May 2, 1969.

Here, where RCA prepared and taught the course with the full knowledge and acquiescence of Marine Corps officials including the contracting officer, and the Government acknowledged that it received a benefit, there has been implicit ratification. Accordingly, payment may properly be made on a quantum meruit basis.


Deputy Comptroller General
of the United States