



Comptroller General
of the United States
Washington, D.C. 20548

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Decision

Matter of: Drone-Mueller & Associates
File: B-251481
Date: February 23, 1993

DIGEST

Claimant may not be paid on a quantum meruit/valebant basis for graphic design and printing services performed for an Army Reserve Command without a valid contract since the services could not have been lawfully procured in light of the provisions of 44 U.S.C. § 501.

DECISION

The Department of the Army asks whether it may pay a claim by Drone-Mueller & Associates for \$4,416 for graphic design and printing services provided to the 102d U.S. Army Reserve Command, St. Louis, Missouri. We conclude that the claim may not be paid, because the procurement of local printing services is prohibited by law.

Drone-Mueller performed the work, which involved producing a color cover for the Command Information Bulletin and Station Directory, at the request of a Command staff member who, in turn, was carrying out a direction from his superiors. The staff member did not have contracting authority, and the work had not been authorized by contracting personnel; Army contracting personnel learned of the work only after Drone-Mueller completed it. Army contracting and legal officials then determined that the Army had no authority to pay for the services because 44 U.S.C. § 501 requires that all government printing be done by or through the Government Printing Office.

The Army recommends that Drone-Mueller be paid on a quantum meruit/valebant basis for the value of the goods and services, but is concerned about the amount of the claim. The concern arose because the local Army printing office has advised that the fair and reasonable cost for the services in issue was only \$733.41, based on what it would have cost the government to have the work done in-house.

While our Office may authorize reimbursement to a firm that performed work for the government without a valid written contract, on either a quantum meruit or quantum valebant basis, such reimbursement would not be proper here. The

reason is that in order to authorize payment under these equitable principles there must be a threshold determination that the goods or services otherwise could have been procured had the proper procedures been followed. The government also must have received and accepted a benefit; the parties must have acted in good faith; and the amount claimed must reflect the benefit's reasonable value. 69 Comp. Gen. 13 (1989).

As required by 44 U.S.C. § 501, all printing and binding for the government must be done at the Government Printing Office, unless the Joint Committee on Printing has granted a waiver from that requirement. (The statute sets out other limited exceptions, which are not relevant here.) In our decision in The Daily Sentinel, B-195566, Mar. 17, 1980, 80-1 CPD ¶ 202, we pointed out that we do not have the authority to waive the requirements of 44 U.S.C. § 501. We also stated in the cited case that equitable relief is not available for firms that provided printing services in violation of the statute, irrespective of good faith and benefit to the government, because "general principles of equity will not be applied to frustrate the purpose of the statute or to thwart public policy."

Accordingly, we have no basis to recommend payment of Drone-Mueller's claim for printing services. The record indicates that the Government Printing Office has declined to ratify the services. Nevertheless, we understand that the Joint Committee on Printing will consider granting a retroactive waiver in some circumstances, and a waiver therefore could be pursued in this case.

J. Hinchman
James F. Hinchman
General Counsel