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**DECISION**



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

*[Claim for Computer Services]*

**FILE:** B-198344

**DATE:** July 9, 1980

**MATTER OF:** Cyber-Synectics Group, Inc.

**DIGEST:**

Corporation which supplied computer services to President's Commission on the Accident at Three Mile Island may not recover on claim where Commission members had no authority to contract and quantum meruit recovery is impermissible because Government received no benefit from services.

The General Services Administration (GSA) has requested our decision on whether Cyber-Synectics Group, Inc. (CSG), is entitled to payment of \$64,909.56 for services rendered to the President's Commission on the Accident at Three Mile Island.

In June or early July 1979, the members of the Media Task Force of the Commission met with CSG to discuss its requirements for computer services. Sometime after that meeting, CSG gave the Task Force an invoice for \$6,600. The members of the Task Force apparently understood this to be the bill for the entire job. CSG states, however, that the invoice was a "pre-billing for one man-month's worth of work" and did not represent an estimate for the entire job. In any case, the members of the Commission did not have the authority from the Government to enter into a contract and no written contract was ever signed.

Throughout the course of dealings between CSG and the Media Task Force a number of difficulties were encountered. The ultimate outcome of the dealings is that CSG now claims it is owed \$64,909.56 for computer time, labor costs, and other miscellaneous expenses for services performed for the benefit of the Task Force.

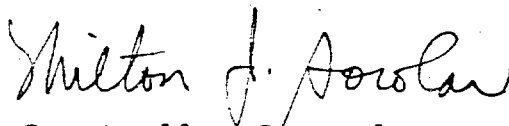
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The United States cannot be bound beyond the actual authority conferred upon its agents by statute or regulation, see United States v. Crance, 341 F.2d 161, 166 (1965). However, the courts and our Office have recognized that in appropriate circumstances, payment may be 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 (1961). Recognition of a right to payment on this basis, however, requires a showing (1) that the Government received a benefit and (2) that the unauthorized action has been expressly or impliedly ratified by authorized contracting officials of the Government. Defense Mapping Agency, B-183915, June 25, 1975, 75-2 CPD 15; The Singer Company, B-183878, June 20, 1975, 75-1 CPD 406.

CSG and the Task Force are in disagreement regarding the usefulness of the work performed by CSG. The Task Force contends that the work was untrustworthy, "totally useless" and, therefore, had to be done again by hand. CSG asserts, however, that it completed the job it was hired for and that the materials were used by the Task Force. The only evidence CSG offers to indicate that the Task Force used the material is that it continually insisted that CSG produce the work product until the end of the project. The apparent reason for the Task Force's taking such a posture is that it was hoping to salvage some of CSG's work. The Task Force states that it was unable to do so.

In view of the fact that CSG did not produce a product that was a benefit to the Government, it is not entitled to quantum meruit recovery.

The claim is denied.



For the Comptroller General  
of the United States