

VOLUNTEERS DO NOT GET PAID BY THE GOVERNMENT

Copyright 2026 Richard D. Lieberman, Consultant & Retired Attorney

Administrative Judge J. Reid Prouty, Acting Chairman of the Armed Services Board of Contract Appeals, recently issued his opinion, *Futures, Inc.*, ASBCA No. 61566, April 16, 2066, concerning a contractor that served as a volunteer, providing services *gratis* to the United States Government. It is an excellent example of the warning that if a company or a person volunteers to provide something to the government for free, they should *not* expect to be paid. Below is the Judge's summary of the case, which speaks for itself.

CASE SUMMARY with new paragraphing:

The appeal before us involves appellant, Futures, Inc. (Futures), attempting to obtain the effective award of a government contract for which it was formally rejected and to retroactively apply the never-awarded contract to cover services it voluntarily provided as a subcontractor under the auspices of other contracts in the hope or expectation of obtaining the later contract.

As explained in far greater detail below, the Office of the Secretary of Defense - Reserve Affairs (OSD-RA) had engaged a private contractor and its successor to operate a website, built and maintained by their subcontractor, Futures, that assisted military reservists find civilian employment. Shortly after the first contract was executed, the website was opened to all active duty soldiers in the military, including the United States Army (the Army) without any change to the contract or objection by Futures or either prime contractor. Futures, in fact, was an advocate of extending the reach of the website and attended many meetings and events to promote its widespread use.

The Army subsequently sought to award a sole-source contract to Futures to continue to run the website, but as the prime contractor, rather than as a subcontractor; to formally make it available to all soldiers within the Army; and to add far greater functionality to the site. Though many high-ranking Army officers wanted such a contract to be awarded to Futures – and made that ambition clear to Futures as early as a December 2011 meeting at the Pentagon – Army efforts to make a formal award to Futures in late 2012 through 2014 foundered, and the attempt was ultimately ended because it was decided to use a different service government-wide.

During all this time, Futures explicitly recognized that it had no contract with the Army and it never submitted an invoice to the Army for its services. Now, however, Futures seeks to be paid for the support that it provided *gratis* during its efforts to obtain the proposed contract. At the end of the day, none of the theories that Futures propounds to support its reimbursement have the evidentiary support

or legal bases necessary to create a contract with the Army or otherwise entitle it to payment.

Takeaway. Do not volunteer to perform for the government, unless you have a contract. Vague promises or hopes will not form a basis for a retroactive payment where a contract never existed.

For other helpful suggestions on government contracting, visit:

Richard D. Lieberman's FAR Consulting & Training
at <https://www.richarddlieberman.com/>, and **Mistakes in Government Contracting**
at <https://richarddlieberman.wixsite.com/mistakes>

