



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED: July 25, 2014

CBCA 3529

SHARP ELECTRONICS CORPORATION,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Andrew K. Wible and Andrew W. Mohr of Cohen Mohr LLP, Washington, DC, counsel for Appellant.

Michael J. Noble, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **SOMERS**, **VERGILIO**, and **McCANN**.

VERGILIO, Board Judge.

On September 10, 2013, the Board received from Sharp Electronics Corporation (contractor) a notice of appeal concerning a purchase order, W91YTZ-11-F-0125, placed by the Department of the Army (ordering agency) against its schedule contract, GS-25F-0037M, with the General Services Administration (respondent). The contractor leased multifunction equipment to the agency. The contractor seeks what it describes as early termination charges under the purchase order and schedule contract when the ordering agency did not complete the full term of the agreement. The contractor submitted to a contracting officer of the ordering agency and of the respondent certified claims seeking \$167,896.44, plus interest. In light of *Sharp Electronics Corp. v. McHugh*, 707 F.3d 1367 (Fed. Cir. 2013) (ordering agency's contracting officer lacked authority to resolve a similar claim), this appeal is based upon a deemed denial by the respondent's contracting officer.

The contractor and respondent have resolved the dispute and have agreed to a stipulated judgment. The Government shall pay the contractor \$167,896.44, plus applicable interest under the Contract Disputes Act, 41 U.S.C. § 7109 (2012), calculated from May 13, 2013 (the date of the original claim to the ordering agency contracting officer). The parties will not seek reconsideration of, or relief from the Board's decision, and will not appeal the decision. The parties note that the Government shall utilize the permanent indefinite judgment fund. 31 U.S.C. § 1304; 41 U.S.C. § 7108.

Decision

Accordingly, the Board **GRANTS** the appeal. The contractor is to receive \$167,896.44, plus applicable interest under the Contract Disputes Act calculated from May 13, 2013.

JOSEPH A. VERGILIO
Board Judge

We concur:

JERI K. SOMERS
Board Judge

R. ANTHONY McCANN
Board Judge