



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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GRANTED: July 25, 2014

CBCA 3515

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 August 29, 2013, the Board received from Sharp Electronics Corporation (contractor) a notice of appeal concerning a purchase order, W91ZLK-06-0028, placed by the Army Contracting Authority, Aberdeen Proving Ground (ordering agency) against its schedule contract, GS-25F-0037M, with the General Services Administration (respondent). The contractor provided lease, maintenance, and service of copier and multifunction equipment. It seeks what it describes as early termination charges, said to be payment due under the purchase order and schedule contract when the ordering agency terminated the agreement six months prior to the end of the performance period. Following a claim to a contracting officer of the ordering agency and an ultimate determination from the Court of Appeals for the Federal Circuit that the ordering agency's contracting officer lacked authority to resolve the claim, *Sharp Electronics Corp. v. McHugh*, 707 F.3d 1367 (Fed. Cir. 2013),

the contractor here appealed the ultimate denial of its claim by the respondent's contracting officer. The contractor seeks \$67,928.63, plus interest from the date of filing its initial claim.

The contractor and respondent have resolved the dispute and have agreed to a stipulated judgment. The Government shall pay the contractor \$67,928.63, plus applicable interest under the Contract Disputes Act, 41 U.S.C. § 7109 (2012), calculated from January 14, 2011 (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 \$67,928.63, plus applicable interest under the Contract Disputes Act calculated from January 14, 2011.

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JOSEPH A. VERGILIO  
Board Judge

We concur:

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JERI K. SOMERS  
Board Judge

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R. ANTHONY McCANN  
Board Judge