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DECISION



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

FILE: B-208290

DATE: September 7, 1982

MATTER OF: Sentinel Electronics, Inc.

DIGEST:

Claim for payment of a sum withheld by the contracting officer more than 10 years ago is barred from consideration under the Meritorious Claims Act since statute of limitations requires any claim filed under the act to be received by GAO within 6 years after the date such claim first accrued.

Sentinel Electronics, Inc. (Sentinel), requests payment of \$1,048.80 for a radar range calibrator AN/USM-115A delivered to the United States Navy (Navy) under contract No. H00600-67-C-0233. Sentinel makes this claim under the Meritorious Claims Act, 31 U.S.C. § 236 (1976).

We find that Sentinel's claim is barred by the Statute of Limitations, 31 U.S.C. 237 (1976).

The contract called for 634 radar range calibrators. According to Sentinel, all 634 units were delivered to the Navy, but it was only paid for 633 units. Sentinel states that the contracting officer withheld payment for a unit shipped to the Navy on October 22, 1971, and by letter dated December 27, 1971, the contracting officer explained that not only had Sentinel delivered equipment which did not comply with the Government-furnished engineering drawings, but had then failed to document the changes made to the drawings as required by the contract. As a result, the contracting officer informed Sentinel that payment for the last unit delivered would be withheld until he decided what action had to be taken.

According to Sentinel, it continued to perform the contract--delivering the final units on March 24, 1972--with the intention of submitting a claim for equitable adjustment based on the argument that the Government-furnished technical data had been defective. Because of this plan, Sentinel says that it decided to temporarily forego pressing for payment of the \$1,048.80 already withheld by the contracting officer. However, the Navy apparently never pursued the question of the drawing changes. Consequently, Sentinel never filed a claim and failed to seek payment for the 634th unit.

It appears that Sentinel was unaware of its oversight until some time in 1980 and on July 1, 1980, requested payment of \$1,048.80 from the Defense Contract Administration Services Region (DCASR), Philadelphia, Pennsylvania--designated under the contract as the office responsible for payments. DCASR, however, had considered the contract "paid in full" and had closed and transferred the contract file to the Federal Record Center, which destroyed the file after 6 years. With no record of the contract, DCASR referred the matter to the Navy.

After examining the claim, the Navy informed Sentinel that, since more than 6 years had passed between the time Sentinel delivered the equipment and the time it first brought its claim to the attention of the Government, the Statute of Limitations, 31 U.S.C. § 237, barred consideration of the claim. Sentinel then filed the present claim with our Office, arguing in effect that its claim should be referred to the Congress under the provisions of 31 U.S.C. § 236 as a meritorious claim.

We do not agree. The Meritorious Claim Act is also subject to the Statute of Limitations. 31 U.S.C. § 237(1) provides that:

"(1) Every claim or demand * * * against the United States cognizable by the General Accounting Office under sections 71 and 236 of this title, shall be forever barred unless such claim,

bearing the signature and address of the claimant, or of an authorized agent or attorney, shall be received in said office within 6 years after the date such claim first accrued * * *."
(Emphasis added.) Pub. L. 93-604, title VIII, § 801, 88 Stat. 1965.

Accordingly, this Office is barred from considering the merits of the claim. Carvel Aircraft Industries, B-i89816, August 29, 1977, 77-2 CPD 158.

Harry R. Van Cleve
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Acting General Counsel