

## CLIENT ALERT

### No Buyer's Remorse – ASBCA Orders Air Force to Pay for What It Got

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In *Honeywell Int'l, Inc.* (Sept. 24, 2015), the ASBCA held that the Air Force must pay for two solar arrays that the contractor (represented by C&M) provided under an Energy Savings Performance Contract, even though the Board had earlier determined that certain of the contract's payment terms were "invalid." In finding the Air Force liable under an implied-in-fact contract theory, the Board rejected arguments that the Air Force had never intended to acquire the solar arrays and that the contracting officers had lacked authority to bind the government, explaining that the Air Force, simply by refusing to accept them, could not escape liability for the arrays that were "supplied ... as designed, completed on time, and installed as required."

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

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