



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: May 19, 2011

CBCA 1382

CAMRIS INTERNATIONAL, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Carlos G. Rivera, CEO, and Ryan Leisinger, Contracts Administrator, of CAMRIS International, Inc., Bethesda, MD, appearing for Appellant.

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

Before Board Judges **VERGILIO**, **POLLACK**, and **STEEL**.

VERGILIO, Board Judge.

On October 21, 2008, the Board received a notice of appeal from CAMRIS International, Inc. (contractor) concerning its contract, K1102BJ4119, with the General Services Administration (agency). The agency placed a purchase order (11CAB572016-01) under the contract on behalf of the Air Force. The contractor here disputes a contracting officer's decision denying its claim of improper termination and breach of the contract. In particular, the contractor maintains that the Government improperly terminated its performance and breached the contract by diverting work to a company owned, in-part, by the Air Force's contracting officer's technical representative overseeing the work. In its claim, the contractor sought to recover a total of \$1,741,275; in its complaint, the amount is reduced. Following the submission of the appeal file, complaint, and answer, the parties and personnel from the Air Force engaged in discovery and settlement discussions. On May 17, 2011, the Board received from the parties a motion for a stipulated judgment.

The parties have resolved the dispute, agreeing upon a stipulated judgment. The Government shall pay the contractor \$350,000, with applicable interest under the Contract Disputes Act, 41 U.S.C. § 611 (2006) (now codified at 41 U.S.C. § 7109), to begin running on the thirty-first day after May 17, 2011. The amount fully satisfies the contractor's claim; the contractor agrees to waive any attorney fees, costs, or expenses (pursuant to the Equal Access to Justice Act or any other legal authority) that might otherwise be owed. 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 judgment fund. 31 U.S.C. § 1304; 41 U.S.C. § 612 (now codified at 41 U.S.C. § 7108).

Decision

Accordingly, the Board adopts the terms of the settlement agreement and hereby **GRANTS IN PART** the appeal, such that the contractor is to receive \$350,000, plus interest to begin accruing on June 17, 2011, if payment is not made earlier.

JOSEPH A. VERGILIO
Board Judge

We concur:

HOWARD A. POLLACK
Board Judge

CANDIDA S. STEEL
Board Judge