



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: October 29, 2009

CBCA 1405

INTECH WORLDWIDE LP,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

George M. Coburn, Washington, DC, counsel for Appellant.

Thomas D. Dinackus, Office of the Legal Adviser, Buildings and Acquisitions,
Department of State, Rosslyn, VA, counsel for Respondent.

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

BORWICK, Board Judge.

This appeal involves a termination for convenience claim filed by appellant, Intech Worldwide LP, arising from its contract with respondent, the Department of State.

Pursuant to Board Rule 25(b) (48 CFR 6101.25(b) (2008)), the parties have submitted a joint settlement stipulation which provides in pertinent part as follows:

The parties have agreed to a full and final settlement of this appeal upon the following terms. Respondent will pay appellant \$362,376.50, plus interest pursuant to the Contract Disputes Act, 41 U.S.C. § 612 [sic], as follows: Respondent will pay appellant interest upon \$222,390 from August 8, 2008, through the date appellant receives payment. Respondent will pay appellant

interest upon \$139,986.50, from April 28, 2009, through the date appellant receives payment.

Respondent has issued two contract modifications that will pay appellant \$184,059.50 of the principal. Appellant has submitted invoices to obtain this amount and respondent is processing these invoices for payment. The remainder of the settlement is to be paid from the Judgment Fund.

Accordingly, the parties stipulate to entry of judgment as follows:

1. Payment of \$178,317 of principal;
2. Payment of interest, pursuant to the CDA, upon \$184,059.50, from August 8, 2008 through the date appellant receives payment from the Department of State pursuant to Contract Modifications Two and Three;
3. Payment of interest, pursuant to the CDA, upon \$38,330.50, from August 8, 2008 through the date appellant receives payment from the Judgment Fund; and
4. Payment of interest, pursuant to the CDA, upon \$139,986.50, from April 28, 2009, through the date appellant receives payment from the Judgment Fund.

The parties state that the parties will not seek reconsideration of, or relief from, the Board's decision and they will not appeal the decision.

The Board adopts the parties' stipulation by decision. Pursuant to Board Rule 25(b), the Board's decision is an adjudication on the merits.

Decision

These appeals are **GRANTED IN PART**. In accordance with the stipulation, the total amount due the contractor is \$362,376.50, plus interest. 41 U.S.C. § 611 (2006). Of that amount, respondent will pay \$184,059.50 through contract modifications; \$178,317 shall be paid through the Judgment Fund. Interest on \$184,059.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from August 8, 2008, through the date appellant receives payment from respondent through contract modifications. Interest on \$38,330.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from August 8, 2008, through the date appellant receives payment from the Judgment

Fund. Interest on \$139,986.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from April 28, 2009, through the date appellant receives payment from the Judgment Fund. Payment is to be made in accordance with 31 U.S.C. § 1304.

ANTHONY S. BORWICK
Board Judge

We concur:

R. ANTHONY McCANN
Board Judge

JERI K. SOMERS
Board Judge