



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: October 21, 2010

CBCA 1513, 1621

G-W MANAGEMENT SERVICES, LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Richard Y. Rho of Braude & Margulies, P.C., Washington, DC, counsel for Appellant.

Christian A. Guzzano, Office of Regional Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **GILMORE**, **GOODMAN**, and **KULLBERG**.

GILMORE, Board Judge.

Background

On February 20, 2009, G-W Management Services, LLC (GWMS) appealed the final decision of a General Services Administration (GSA) contracting officer terminating a portion of GWMS's contract for default. GWMS sought to have the partial default termination converted to a partial termination for convenience. This appeal was docketed as CBCA 1513.

On June 24, 2009, GWMS appealed the final decision of a GSA contracting officer (1) denying GWMS's claims for unpaid contract costs and (2) asserting a claim against GWMS for a credit for work allegedly deleted from the contract. This appeal was docketed as CBCA 1621. CBCA 1513 and CBCA 1621, involving the same contract, were consolidated for ease of administration.

On October 7, 2010, the parties filed a joint motion for entry of judgment and dismissal, asking the Board to adopt the parties' stipulation and enter judgment as follows:

(1) As to CBCA 1513, judgment should be entered converting the contracting officer's partial termination for default into a no-cost termination for the convenience of the Government. The judgment should also state that GWMS shall not be entitled to claim any charges against the Government arising from the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments, except as provided in paragraph 2, *infra*.

(2) As to CBCA 1621, judgment should be entered in favor of GWMS, in the amount of \$200,000, inclusive of interest allowable under the Contract Disputes Act of 1978 (CDA) 41 U.S.C. §§ 601, et. seq. The Board judgment should also state that the judgment should be paid from the permanent indefinite judgment fund. 31 U.S.C. § 1304.

The parties also stipulated that they will not seek reconsideration of, or relief from, a Board decision which makes such award, and they will not appeal such a decision.

Decision

Pursuant to the parties' stipulation and motion for entry of judgment and dismissal, the Board hereby **GRANTS** the appeals **IN PART**.

In CBCA 1513, the partial termination of GWMS's contract for default is converted to a no-cost partial termination for the convenience of the Government. GWMS will not claim any costs or other relief from the Government arising from the terminated portion of the contract, except for the parties' stipulated amount to be awarded to GWMS in CBCA 1621.

In CBCA 1621, GWMS is awarded \$200,000, inclusive of interest allowable under the CDA. Payment shall be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304.

BERYL S. GILMORE
Board Judge

We concur:

ALLAN H. GOODMAN
Board Judge

H. CHUCK KULLBERG
Board Judge