



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED: October 7, 2010

CBCA 1879

DLT SOLUTIONS, LLC,

Appellant,

v.

DEPARTMENT OF AGRICULTURE,

Respondent.

Scott W. Woehr and Ron R. Hutchinson of Doyle & Bachman, LLP, Arlington, VA, counsel for Appellant.

Heather M. Self, Office of the General Counsel, Department of Agriculture, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **VERGILIO**, and **GOODMAN**.

DANIELS, Board Judge.

The Forest Service (FS), an agency of the Department of Agriculture, placed a delivery order with DLT Solutions, LLC (DLT), under DLT's General Services Administration schedule contract for lease-to-own of Oracle software licenses. FS chose not to exercise its option to continue the order. DLT then submitted a claim to the FS contracting officer, alleging breach of the contract's "best efforts" clause and demanding payment of \$1,053,000 plus interest. DLT later filed this appeal of the contracting officer's deemed denial of the claim.

The parties have now asked the Board, pursuant to our Rule 25(b) (48 CFR 6101.25(b) (2009)), to grant the appeal, adopting the parties' stipulation that FS shall pay to DLT \$1,053,000 plus interest calculated at rates prescribed for amounts due contractors on claims under the Contract Disputes Act of 1978, 41 U.S.C. § 611 (2006). The stipulation provides that interest shall run from the date the claim was submitted to the contracting officer, December 3, 2009, until payment of the principal amount is made. The parties state that they will not seek reconsideration of, or relief from, a Board decision which makes such an award, and they will not appeal such a decision.

Decision

Accordingly, the appeal is **GRANTED**. The Forest Service shall pay to DLT Solutions, LLC, the sum of \$1,053,000 plus interest at rates prescribed for amounts due contractors on claims under the Contract Disputes Act of 1978. Interest shall run from December 3, 2009, until payment of the principal amount is made. Payment shall be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304.

STEPHEN M. DANIELS
Board Judge

We concur:

JOSEPH A. VERGILIO
Board Judge

ALLAN H. GOODMAN
Board Judge