

**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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GRANTED: April 1, 2003

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GSBCA 15588

CACI, INC. - FEDERAL,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Judith B. Kassel, Deputy General Counsel of CACI International, Inc., Chantilly, VA,  
counsel for Appellant.

Robert T. Hoff, Office of General Counsel, General Services Administration,  
Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **BORWICK**, and **HYATT**.

**HYATT**, Board Judge.

CACI, INC. - FEDERAL (CACI) appealed the deemed denial of its claim for \$141,589.50 under Federal Supply Service (FSS) Information Technology contract number GS-35F-4483G. This was a purchase order issued by the Government of the Virgin Islands for information system implementation support services for the Virgin Islands Women, Infants, and Children (WIC) Program to be provided by CACI on a time and materials basis. On December 13, 2002, the Board granted CACI's motion for summary relief in part, holding that CACI was entitled to be paid for services and materials provided under this time and materials contract, but also that respondent was entitled to further discovery in pursuit of its defense that CACI may have billed for services that were not actually provided. CACI - INC., Federal v. General Services Administration, GSBCA 15588, 03-1 BCA ¶ 32,106 (2002).

Respondent has now informed the Board that it does not intend to proceed with further discovery in this matter and that it concedes the quantum amount claimed by CACI. Respondent further states that it intends to request payment of the amount claimed from the indefinite permanent judgment fund. See 31 U.S.C. § 1304 (2000). Although the parties did not enter into a settlement agreement for a stipulated judgment pursuant to the Board's Rule 136 (e), 48 CFR 6101.36(e) (2002), appellant has no objection to respondent's concession of the quantum portion of the appeal.

Decision

Accordingly, the appeal is **GRANTED**. Appellant is entitled to be paid the amount of \$141,589.50 plus applicable interest in accordance with the Contract Disputes Act of 1978, 41 U.S.C. § 611 (2000).

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CATHERINE B. HYATT  
Board Judge

We concur:

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STEPHEN M. DANIELS  
Board Judge

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ANTHONY S. BORWICK  
Board Judge