

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

DISMISSED: June 20, 2002

GSBCA 15627

INTERACTION RESEARCH INSTITUTE, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Thomas D. Affourtit, Ph.D., President of Interaction Research Institute, Inc.,
appearing for Appellant.

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

NEILL, Board Judge.

ORDER

On July 17, 2001, the Board docketed this appeal from Interaction Research Institute, Inc. (IRI). IRI appealed from the deemed denial of a claim it submitted on August 17, 2000, to an administrative contracting officer of the General Services Administration (GSA). The claim was for \$198,499.92 in unpaid invoices. The invoices covered work allegedly called for under a delivery order issued by the Defense Fuel Supply Center pursuant to a GSA schedule contract.

On August 2, 2001, the Board issued an order for further proceedings in this case. It accepted, as appellant's complaint, a detailed memorandum of March 8, 1998, which provided extensive background information regarding the claim. A date was established for GSA's filing of an answer to this complaint. Rather than file an answer, GSA, on August 14, 2001, filed a motion to dismiss the claim for lack of jurisdiction since the claim was in an amount greater than \$100,000 and was allegedly uncertified. The following day, the Board issued an order staying its order for further proceedings and directing IRI to reply to the motion within thirty days.

For several months thereafter, IRI, anticipating an eventual settlement of its claim,

requested additional time to respond to the Government's motion. These requests were unopposed and were granted by the Board.

On June 18, 2002, the Board convened a teleconference with the parties' representatives to discuss the still-pending motion to dismiss. At that conference, IRI's representative confirmed that its claim was, as alleged, uncertified. After a brief discussion of the applicable law, IRI's representative advised the Board that he did not wish to oppose the motion to dismiss but rather was voluntarily withdrawing his appeal with the understanding, that IRI would file in the near future a specific claim for payment of invoices covering certain miscellaneous services rendered under the contract. Counsel for respondent raised no objection to the proposed dismissal of this case.

Accordingly, pursuant to appellant's request, this case is **DISMISSED**.

EDWIN B. NEILL
Board Judge