

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

DISMISSED WITH PREJUDICE:
September 30, 2005

GSBCA 16020-ST

THOMSON & PRATT INSURANCE ASSOCIATES, INC.,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

Joseph R. Cruse, Jr., Long Beach, CA; and Kevin M. Murphy and Valerie G. Preiss of Carr Maloney P.C., Washington, DC, counsel for Appellant.

Luisa M. Alvarez, Office of the Legal Adviser, Department of State, Rosslyn, VA, counsel for Respondent.

NEILL, Board Judge.

ORDER

Counsel for appellant has recently advised the Board that a settlement has been reached with the Government regarding this and related disputes. The disputes arose in connection with a contract for insurance coverage for works of art on loan to the Department of State and exhibited at posts worldwide as part of the Department's Art in Embassies Program.

The first of these disputes concerned a claim by appellant for payment of an insurance premium said to be due under the insurance contract (GSBCA 15963-ST). The second dispute involved a challenge to the Government's subsequent termination of appellant's contract for default (GSBCA 15979-ST). A third dispute, which is the subject of this appeal, concerns a claim by the Government for the excess cost of procurement following the termination of appellant's contract, a claim for refund of premiums actually paid, and a small number of claims filed by the Government for damage sustained by a limited number of art works allegedly covered under the contract for insurance.

In view of the settlement reached, counsel for appellant has requested that the Board dismiss this appeal as well as the other two aforementioned related appeals. While we are prepared to dismiss this case, we cannot comply with counsel's request regarding the two related appeals.

With regard to GSBCA 15963-ST, we cannot dismiss that case for the simple reason that we have already dismissed it by order dated November 25, 2002. Pursuant to Board Rule 128(b) (48 CFR 6101.28(b) (2002)), that dismissal is now deemed to be with prejudice. As to GSBCA 15979-ST, that case is no longer before us. On April 8, 2005, the Board rendered a decision upholding the contracting officer's termination for default of appellant's contract. *Thomson & Pratt Insurance Associates, Inc. v. Department of State*, GSBCA 15979-ST, 05-1 BCA ¶ 32,944. That decision has since been appealed and is currently pending before the Court of Appeals for the Federal Circuit. *Thompson & Pratt Insurance Associates, Inc. v. Department of State*, No. 05-1502 (Fed. Cir. filed Aug. 5, 2005). Any request for dismissal of that case, therefore, must be addressed to the Court of Appeals and not to this Board.

As for the instant case, counsel for the Government has advised the Board that she has no objection to it being dismissed with prejudice. Accordingly, in the absence of any objection, the request of counsel for appellant that this case, GSBCA 16020-ST, be dismissed is granted. Pursuant to Rule 128(a), this appeal is **DISMISSED WITH PREJUDICE**.

EDWIN B. NEILL
Board Judge