

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

DISMISSED WITH PREJUCICE: November 6, 2006

GSBCA 16807

LILY KOVALCHUK,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Lily Kovalchuk, pro se, Lawrenceville, GA.

Gabriel N. Steinberg, Office of Regional Counsel, General Services Administration,
Atlanta, GA, counsel for Respondent.

HYATT, Board Judge.

ORDER

Appellant, Lily Kovalchuk, was the successful bidder on two General Services Administration (GSA) contracts for miscellaneous systems furniture and hardware and one modular video cabinet offered at a GSA auction sale. On December 12, 2005, appellant's contracts were terminated for failure to pay for the items and liquidated damages were assessed in the amount of \$400 against appellant. It is from this contracting officer's decision that this appeal arises. Respondent agreed to reduce the liquidated damages assessment to \$200, to which appellant agreed.

The parties agreed that the appeal would be dismissed upon respondent's receipt of payment. Appellant's final installment payment was received by GSA on November 1, 2006. A motion to dismiss was filed on November 2, 2006. Accordingly, this appeal is **DISMISSED WITH PREJUDICE**. Rule 128(a).

CATHERINE B. HYATT
Board Judge