

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
B&B Devices, Inc.) ASBCA No. 55052
)
Under Contract No. W56HZV-04-C-0738)

APPEARANCE FOR THE APPELLANT: Mr. Barry Hardy
Vice President

APPEARANCES FOR THE GOVERNMENT: COL Samuel J. Rob, JA
Chief Trial Attorney
MAJ Jayanth Jayaram, JA
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE JAMES
UNDER BOARD RULE 11

This timely appeal arises from the contracting officer's (CO) termination of the captioned contract for default. The Board has jurisdiction of the appeal under the Contract Disputes Act of 1978, 41 U.S.C. § 607. The parties elected to submit the appeal on the written record pursuant to Board Rule 11. The record consists of the Rule 4 file, the parties' supplements thereto, exhibits, briefs and reply briefs.

FINDINGS OF FACT

1. On 21 July 2004 the U.S. Army Tank-Automotive and Armaments Command (TACOM), Warren, MI, issued solicitation No. W56HZV-04-Q-1430 (the solicitation) for 13 mechanical housings, part No. 7709090, and a 13-unit option quantity, in accordance with technical data package (TDP) No. 7709090 dated 12 July 2004, with "proposed" deliveries starting 150 days after date of award (R4, tab 3 at 1, 3, 4, 12 of 29).

2. The solicitation was available electronically at a designated TACOM website and not available in hard copy, and quoters might "need to use special software to view documents" posted on TACOM's "home page." Such "viewing software [was] . . . available for download at no cost from commercial web sites like Microsoft and Adobe," and TACOM would "provide a link from our page to the commercial site where the

software is available.” Quotes and any award resulting from the solicitation were required to be transmitted electronically. (R4, tab 3 at 2 of 29)

3. The solicitation included, *inter alia*, the following TACOM clauses:

(a) 52.211-4008 DRAWING LIMITATIONS (NOV/2002) that provided in pertinent part:

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

(1) depict the completed (item(s) [sic], and

(2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. . . .

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. . . . Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date. [Emphases in original]

and (b) 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (APR/2000), that provided in pertinent part:

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of . . . (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. . . .

(R4, tab 3 at 20-21 of 29)

4. B&B Devices, Inc. (B&B) obtained the solicitation and copied TDP drawing 7709089 from the designated website, was aware of legibility problems with some dimensions on that drawing before it responded to the solicitation, and did not seek clarification of such dimensions from the CO “because that would have required administrative effort” and could be clarified after contract award, and B&B had enough knowledge to proceed (supp. R4, tab G2 at 28-33; ex. A-4, ¶¶ 3-6).

5. On 3 November 2004 B&B submitted to TACOM a quotation under the solicitation to supply 33 pieces at \$4,775 each, for a total price of \$157,575.00, to be delivered 220 days after receipt of order (R4, tab 4).

6. On 17 November 2004 TACOM awarded Contract No. W56HZV-04-C-0738 (the contract) to B&B for 33 mechanical housings, Part No. 7709090, to be delivered on 13 July 2005, at a \$157,575.00 fixed price. Among the contract’s clauses were 52.211-4008 (TACOM) DRAWING LIMITATIONS (NOV/2002); 52.204-4850 (TACOM) ACCEPTANCE APPENDIX (NOV/2002), providing: “Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM”; and FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR/1984). (R4, tab 1 at 1-5, 8, 18 of 26)

7. On 2 December 2004 B&B’s e-mail addressed to amsta-idq@tacom.army.mil stated: “PLEASE FURNISH A TECHNICAL DATA PACKAGE INCLUDING ALL APPLICABLE SPECS AND DRAWINGS FOR THE FOLLOWING: Contract no.: W56HZV-04-C-0738” (supp. R4, tab G15 at 165).

8. According to B&B’s Barry Hardy and Sheila Feingold, at a 20 December 2004 post-award conference B&B advised Defense Contract Management Agency (DCMA) personnel that on 2 December 2004 a complete TDP had been requested from TACOM, and that the solicitation’s TDP had a missing pin drawing and an “unclear casting drawing.” They also allege that DCMA Engineer, Joseph Gatto, failed to highlight areas B&B questioned on drawing No. 7709089. (Exs. A-4, ¶¶ 9-13, A-5, ¶¶ 4-12) According to DCMA’s Linda Rosenberg, Joseph Cox and J. Gatto, who were at said conference, B&B told them that it had no problems with the contract drawings, and did not mention any unclear or missing drawings (supp. R4, tabs G4-G6). Mr. Gatto highlighted the areas of drawing No. 7709089 discussed with B&B on 20 December 2004 (supp. R4, tab G6, ¶ 7; ex. A-5, ¶ 9). The only *dimensions* so highlighted -- 13.750, 13.754, 9.164, 9.159, 9.498, and 9.495 in Section A-A, Zones D2 and C2 (supp. R4, tab G6 at 2, 4) -- were not among those B&B later asserted were illegible (see findings 12, 15). DCMA’s 22 December 2004 “POST-AWARD CONFERENCE RECORD” on the contract stated:

Barry Hardy said he does not need mods. He understands contract, everything is fine, including the drawings. He is aware that manufacturing drawings have to be made by him.

He submitted a milestone chart showing how he expects to make delivery on time.

(R4, tab 7 at 2) We find that the preponderance of evidence does not substantiate B&B's statement that on 20 December 2004 it told DCMA about an "unclear casting drawing."

9. B&B's 17 December 2004 Milestone Chart listed eight components of Part No. 7709090 in bar graph format with no critical path and no percentages assigned to the components and activities. Part No. 7709089, housing mechanism, included the following activities: "Quote" 26 November - 31 December 2004; "Purch" 1 January to 25 March 2005; "Machining" 25 March to 27 May 2005 (70 days); and "Pressure Test" 27 May to 10 June 2005. B&B listed "Assy" of machined castings (with sleeve, bracket, pins, bolts and washers) from 10 June to 24 June 2005 and "Inspection, P/S," from 24 June to 13 July 2005. (R4, tab 7 at 5)

10. B&B's 27 January 2005 e-mail to the CO stated that

. . . the data that was downloaded at the time of the bid offering [sic] was incomplete. This was brought to the attention of the DCMA Long Island Team during the Post Award Survey [sic] and they were advised that we requested the latest TDP on 12/2/04. Pursuant to your instruction in your [19 January 2005] letter, we attempted to access the drawings through the archived solicitations page on the TACOM website, but the link to the drawings was unavailable (see enclosed). The casting drawing is of poor quality, suitable for estimating only, not for manufacturing due to the close tolerances required on this part.

If you review the [TDP] issued on the website, there is no drawing for Pin, part no. 141275. . . .

(R4, tab 10 at 1)

11. CO Ronald Krause's 10 February 2005 letter to B&B stated that the 12 July 2004 TDP was complete and available on the agency's webpage at the time the solicitation was issued, there was no drawing 141275 for Pin, which B&B had to buy from General Motors Corp. and he sent B&B a "CDROM containing . . . the same TDP which was available during the solicitation phase" (R4, tab 11).

12. B&B's 14 and 15 February 2005 e-mails to TACOM stated:

The following dimensions taken from the internet drawings furnished us are illegible and are [sic] require clarification while continuing to manufacture the pattern required on the above contract [No. W56HZV-04-C-0738]. Please have them reviewed and advise us of the missing information.

Zone	Section	Dimension
A2	J-J	?/9.2
B3	D-D	? .100/? .104
C2	A-A	7.?6R
C2	A-A	.??
C3	A-A	?0R

and identified the questioned drawing as “# 7709089, sheet #1” (R4, tabs 12, 13).

13. TACOM’s 22 February 2005 e-mail to B&B stated: “Please see attached drawing 7709089 which is clearer than the original copy sent with the TDP” (R4, tab 14).

14. Drawing No. 7709089 attached to TACOM’s 22 February 2005 e-mail to B&B was taken from a Microsoft Word Adobe Reader window that stated:

File: 7709089_aw-sht1.pdf
.....
Created: 2/17/2005 10:32:40 AM
Modified: 2/17/2005 10:33:09 AM
Application: Acrobat 5.0 Image Conversion Plug-in
for Windows
PDF [*] Producer: Acrobat 5.0 Image Conversion Plug-in
for Windows
PDF Version: 1.4 (Acrobat 5.x)

[* PDF = “Portable Document Format” (R4, tab 1 at 6 of 26)]

(Supp. R4, tab G20)

15. B&B’s 23 February 2005 e-mail to Ms. Scheele stated:

With regard to the above referenced contract [04-C-0738], drawing no. 7709089, we have numerous questions concerning missing and ambiguous dimensions which are

listed below. The new drawing sent to us via email in a PDF format cannot be enlarged enough to read and print. Please furnish the drawing as a Raster 32 document using Image R software, which will allow us to enlarge and print the enlarged view.

When we have clarified and removed all the dimensional errors and ambiguities, we will furnish a production schedule.

Zone	Section	Dimension
B2	Front View	?R
C2	A-A	?3?
C1	A-A	6.4?0
C2	A-A	1.4??
C2	A-A	1.???
D2	Back View	1?5.7?4/1?5.7??
D2	Back View	12.09?3/12.09?7
D2	Back View	8.4??
D3	Back View	9.??7
D2	Back View	.6?
D2	Back View	2.??R
D2	Back View	.?2R
D2	Back View	3.??R
E2	Back View	?.?0R
E2	Back View	.44?
E2	Back View	?4?9
D4	R-R	6.40?
D3	R-R	5.?68

(R4, tab 17) B&B did not identify which, if any, of the unclear dimensions in TDP drawing 7709089 prevented its subcontractors from perceiving the need for an additional four cores (see findings 12, 22), and did not provide the “clearer” PDF version of drawing 7709089 to its casting subcontractor, Plymouth Foundry (supp. R4, tab G13, ¶ 22.b).

16. The CO’s 10 March 2005 letter to B&B stated that TACOM’s Engineering Office had no “Raster 32” Drawing No. 7709089 that B&B requested on 23 February 2005; that drawing was available only in the PDF format sent to B&B; the government considered B&B’s “failure to make progress and comply with the terms and conditions of [the contract] as a condition that is endangering the performance of the contract”; and B&B had ten days after receipt of this notice to cure such condition (R4, tab 19).

17. B&B's 11 March 2005 reply letter to the CO stated that the original drawings "were totally incorrect" but "were subsequently corrected"; "contract performance was compromised by the defective" TDP; B&B could enlarge the PDF format drawing 7709089 but could not print it for manufacturing purposes; and that "all of the defects in the data package . . . enumerated in our letter of January 27 [2005] . . . still apply"; the delays in performance were "clearly Government caused" and so default termination was "inappropriate" (R4, tab 20).

18. The CO's 21 March 2005 letter to B&B stated that: (a) drawing 7709089 in TACOM's solicitation website was "in Raster 32/ '.c4' format" and was "unclear," the only clearer version the government had was in PDF format, and the government was not "obligated to supply this drawing in C4 format. If you need assistance enlarging and printing this drawing in sections, we suggest you utilize an outside service such as Kinko's" (b) in the clearer drawing, the "unclear tolerances were resolved . . . [t]hese areas on the drawing can be expanded and these tolerances can be clearly viewed" and (c) since B&B on 22 February 2005 received the clearer drawing 7709089, the CO would issue a contract modification to extend the delivery schedule by three months, the new delivery date would be 13 October 2005, and B&B was to provide a production plan no later than 28 March 2005 to confirm that this delivery date would be met (R4, tab 21). Due to "unclear drawing" 7709089, unilateral Modification No. P00001, dated 21 March 2005, extended the contract delivery date from 13 July to 13 October 2005 (R4, tab 22).

19. In reply to TACOM's 31 March 2005 e-mail stating that B&B's production plan requested for 28 March 2005 was not yet received, B&B's e-mail of the same date stated: "Due to the poor quality of the drawings originally furnished us, we have unexpected delays by the foundry manufacturing casting no. 7709089. We will establish a production plan after the sample is received in mid-May." (R4, tabs 24, 25)

20. The CO's 5 April 2005 cure notice to B&B recapitulated the statements in the parties' 10-11, 21 and 31 March 2005 e-mails, gave B&B 10 days to cure what he characterized as B&B's "failure to make progress and comply with the terms and conditions" of the contract, and extended the date to submit the production plan to 10 days after B&B received the cure notice (R4, tab 26).

21. B&B's 12 April 2005 letter in reply to the 5 April 2005 cure notice disagreed with the CO's "premise . . . that there is a one to one relationship between the length of the Government caused delay in providing usable prints and the amount of time required to recover from that delay" and enclosed a revised Milestone Chart and letters of B&B's casting supplier Plymouth Foundry and core pattern supplier Standard Pattern. Standard Pattern's 15 March 2005 letter to B&B stated:

When this part was quoted at Plymouth Foundry, it was quoted from a very small and poor quality blueprint. The foundry asked us to quote what they thought was a pattern with 2 cores. After receiving the job, we received a larger blueprint that was still barely legible. We had the blueprint enlarged three times, but still had to call you for dimensions that we could not read.

After spending considerable time studying the blueprint, we determined that it will take 6 cores to produce this casting, which in turn makes it more complex and time consuming. Had there been a bigger and more legible blueprint to quote from, we would have estimated the time frame for much longer than the original 10 weeks. . . .

The 31 March 2005 letter of Joseph Morris, Plymouth Foundry Sales Engineer, to B&B stated:

The print that we originally quoted this casting from was of poor quality. Plymouth Foundry missed the additional cores required when quoting the casting. Standard Pattern also missed the additional cores required when they quoted the pattern equipment to us. The additional cores required has [sic] caused quite a bit of additional time and work to make the pattern equipment along with the coreboxes.

Plymouth told B&B that the pattern equipment lead-time would be 15 instead of 10 weeks, and, if there were no casting problems, it would ship a sample casting to B&B during the week of 9 May and 35 castings during the week of 30 May 2005. B&B's 12 April 2005 revised Milestone Chart included casting sample inspection from 7 to 13 May, casting production from 13 May to 24 June, machining from 24 June to 21 October, pressure testing from 21 October to 18 November, mechanical housing assembly from 18 November to 16 December, and inspection 16 December 2005 to 15 January 2006. (R4, tab 27) The record has no evidence to show and to substantiate B&B's calculation of the extended time periods in its 12 April 2005 revised Milestone Chart for casting sample inspection, casting production, machining, pressure testing, assembly and final inspection.

22. Mr. Morris declared on 24 May 2006:

3. Plymouth Foundry had quoted the job to B&B Devices based on the blueprint that had been provided by B&B

Devices and had entered into the P.O. and established a delivery schedule based on this blueprint. Plymouth Foundry had made certain assumptions regarding the legibility and adequacy of the blueprint and, also, had relied on its extensive experience in this field.

4. Plymouth Foundry became aware of the illegibility and missing and/or unclear dimensions on the blueprint because it was notified by its subcontractor, Standard Pattern, who had enlarged the blueprint and attempted to work with the drawing.

5. Plymouth Foundry missed the additional cores required in quoting the job and establishing the contract and underestimated the time required for delivery and completion of the contract. This was the direct result of the inadequate and illegible drawing provided by B&B Devices. Additional time would be needed for the core boxes and the pattern equipment. . . .

(App. ex. A-1) B&B did not identify which and where were the two cores Plymouth Foundry thought were needed to cast the part from TDP drawing 7709089, and which and where were the four additional cores Standard Pattern later found were needed.

23. B&B's Barry Hardy declared on 30 May 2006:

We . . . received an e-mail in late February [2005 from TACOM] on drawing number 7709089 which could be enlarged on the computer's screen, but we did not have the software capable of printing the enlarged section of the drawing. This version was inadvertently deleted while attempting to enlarge and print different views.

(App. ex. A-4, ¶ 14; supp. R4, tab G13, ¶¶ 2, 10, 18)

24. On 21 April 2005, the CO considered the information in B&B's 12 April 2005 letter, issued Modification No. P00002 terminating the contract in its entirety, stated that "The acts or omissions constituting the default consist of: 1. Failure to make sufficient progress on this contract. 2. Failure to cure condition," and advised the

contractor that it could appeal this decision to the ASBCA (R4, tab 28, ¶ 17, tab 29; ex. A-2 at 5).¹

25. On 25 April 2005 Plymouth Foundry advised B&B:

The pattern equipment for part number 7709089 was completed and the last corebox was vented on Wednesday 4-20-2005. We were planning on running samples . . . this week. . . . All of the pattern equipment is totally finished. . . .

(Supp. R4, tab G14 at 13)

26. As of 21 April 2005, there were 175 calendar days remaining until the 13 October 2005 delivery date established in Modification No. P00001, B&B had received no sample casting from Plymouth (finding 25), and B&B’s 12 April 2005 revised Milestone Chart showed that it would take 254 days after receipt of the casting sample to complete the remaining work activities required to deliver the housing by 15 January 2006 pursuant to its revised Milestone Chart (R4, tab 27).

27. The 5 dimensions in TDP drawing No. 7709089 that B&B listed as illegible on 14 February 2005 (R4, tab 12), and the 18 dimensions B&B so listed on 23 February 2005 (R4, tab 17), were legible in the PDF drawing format sent to B&B on 22 February 2005 (supp. R4, tabs G1, G20), as enlarged:

<u>Zone</u>	<u>Section</u>	<u>Dim. Questioned</u>	<u>PDF Dim. Shown</u>
A2	J-J	?/9.2	3.150/3.250
B3	D-D	? .100/? .104	4.100/4.104
C2	A-A	7.?6R	7.26R
C2	A-A	.??	.010R/MAX
C3	A-A	?0R	.20R
B2	Front View	?R	.75R
C2	A-A	? .3?	8.30
C1	A-A	6.4?0	6.440
C2	A-A	1.4??	1.470
C2	A-A	1.???	1.00R
D2	Back View	1?5.7?4/1?5.7??	15.784/15.788

¹ Respondent reproced 23 mechanical housings from “Twin Disc, Inc.” pursuant to the PDF version of drawing 7709089 at \$2,025/unit (supp. R4, tab G3 at 2), and thus sought no excess reprocedment costs.

D2	Back View	12.09?3/12.09?7	12.093/12.097
D2	Back View	8.4??	8.489
D3	Back View	9.??7	9.967
D2	Back View	.6?	.60R
D2	Back View	2.??R	2.26R
D2	Back View	.?2R	.82R
D2	Back View	3.??R	3.38R
E2	Back View	?.?0R	9.30R
E2	Back View	.44?	8.453
E2	Back View	?4?9	8.449
D4	R-R	6.40?	6.40
D3	R-R	5.?68	5.68

DECISION

I.

Respondent has the burden to prove that its default termination was justified. To justify termination for endangering contract performance, respondent must prove that the CO had the reasonable belief that there was “no reasonable likelihood that the [contractor] could perform the entire contract effort within the time remaining for contract performance.” *See Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 763-65 (Fed. Cir. 1987). Additionally, FAR 49.402-3(d) requires the CO to give the contractor a cure notice providing 10 days in which to cure specified performance failures.

The CO’s 5 April 2005 cure notice satisfied the requirement of FAR 49.402-3(d) (finding 20). By 21 April 2005, the termination date, 175 calendar days remained until the 13 October 2005 delivery date set in Modification No. P00001. On 21 April 2005, B&B’s most recent (12 April 2005) revised Milestone Chart showed that the casting sample would be received from the foundry no earlier than 7 May 2005 and that 254 calendar days would be required thereafter to deliver the completed mechanical housings to the government on 15 January 2006 – three months late (findings 18, 21, 24-26). Since B&B’s own contemporaneous Milestone Chart showed that completion would be three months late, the CO had reason to believe that there was no reasonable likelihood that it could complete the contract by 13 October 2005, and the government’s burden of proving a *prima facie* case for default termination has been met. *See Michigan Joint Sealing, Inc.*, ASBCA No. 41477, 93-3 BCA ¶ 26,011 at 129,325, *aff’d*, 22 F.3d 1104 (Fed. Cir. 1994) (table) (contractor’s own progress schedule showed that it could not have performed the contract by the contract completion date).

II.

A defaulted contractor has the “burden of proving that its nonperformance was excusable” under the provisions of the default termination clause, including the occurrence of an event that was beyond its control, and without its fault or negligence. *DCX, Inc. v. Perry*, 79 F.3d 132, 134 (Fed. Cir.), *cert. denied*, 519 U.S. 992 (1996).

B&B argues that: (i) the CO’s 13 October 2005 unilateral delivery date was not realistic and did not provide a reasonable time extension resulting from illegible drawing 7709089 in the TACOM TDP (app. br. at 22-23, 33), (ii) there was no linear correspondence of time elapsed from contract award to the time B&B received the corrected PDF format drawing 7709089 with the resulting delay of work (*id.* at 23), (iii) the CO ignored B&B’s 12 April 2005 milestone dates and the information provided by its casting and core pattern suppliers, who needed added time due to excusable delay when they discovered that the corrected drawing showed that they needed six rather than two cores (*id.* at 23, 27-28, 30), and (iv) therefore the unilateral delivery date in Modification No. P00001 was invalid and unenforceable to determine whether B&B could perform the remainder of the contract at the time of termination (*id.* at 24-25, 32).

B&B’s argument is fatally flawed. B&B did not identify which and where were the two cores Plymouth Foundry thought were needed to cast the part from TDP drawing 7709089, and which and where were the four additional cores Standard Pattern later found were needed (finding 22). B&B did not identify which, if any, of the unclear dimensions in TDP drawing 7709089 prevented its subcontractors from perceiving the need for the additional four cores (finding 15). B&B’s inability to enlarge and print legible copies, and its failure to provide its subcontractors the 22 February 2005 PDF version of drawing 7709089, were due to its own ineptitude and business judgment (findings 15, 17, 23), not due to government fault. The record has no evidence to show and to substantiate B&B’s calculation of the extended time periods in its 12 April 2005 revised Milestone Chart for casting sample inspection, casting production, machining, pressure testing, assembly and final inspection (finding 21).

On 22 February 2005 when B&B received TACOM’s PDF drawing 77090899 (findings 13-14), it was able to provide the legible configuration and dimensions of the mechanical housing part to its subcontractors for castings (finding 27). We hold that the 92 calendar days provided in unilateral Modification No. P00001 reasonably reflected the delay time resulting from TACOM’s unclear and illegible dimensions in the original TDP drawing 7709089. *See John McShain, Inc. v. United States*, 412 F.2d 1281, 1284 (Ct. Cl. 1969) (delay due to defective original drawings measured from date contractor planned to proceed to date “corrective and clarification” drawings were issued by the government).

B&B has not shown that the 94 additional calendar days after 13 October 2005 included in its 12 April 2005 Milestone Chart, with completion of performance on 15 January 2006, were excusable or government-responsible. Rather, we are persuaded that they resulted from B&B's ineptitude in enlarging and reproducing the fully legible PDF drawing 7709089, and its business judgment in not sending that PDF drawing to its subcontractors, factors plainly not "beyond the control and without the fault or negligence" of the contractor or its subcontractors.

We hold that appellant has failed to sustain its burden of proving that its default was excusable. We deny the appeal.

Dated: 22 September 2006

DAVID W. JAMES, JR.
Administrative Judge
Armed Services Board
of Contract Appeals

I concur

I concur

MARK N. STEMLER
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

MONROE E. FREEMAN, JR.
Administrative Judge
Acting Vice Chairman
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 55052, Appeal of B&B Devices, Inc., rendered in conformance with the Board's Charter.

Dated:

CATHERINE A. STANTON
Recorder, Armed Services
Board of Contract Appeals