ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --	)	
	)	
ITT Federal Services International Corporation	)	ASBCA No. 54001
	)	
Under Contract Nos. DAEA32-92-C-0001 DAEA32-96-C-0006	)	

APPEARANCES FOR THE APPELLANT:	Thomas O. Mason, Esq. Francis E. Purcell, Jr., Esq. Williams Mullen McLean, VA
APPEARANCES FOR THE GOVERNMENT:	COL Samuel J. Rob, JA Chief Trial Attorney CPT E. Patrick Butler, JA Trial Attorney Headquarters, U.S. Army Europe & 7th Army

OPINION BY ADMINISTRATIVE JUDGE PEACOCK

This appeal involves a claim for additional fee under the referenced cost-plus-fixed-fee (CPFF) contracts for operation and maintenance of communications facilities in Europe. The parties have submitted the appeal for decision on the record pursuant to Rule 11. Both entitlement and quantum are for decision.

FINDINGS OF FACT

The Contracts

1. The United States Army (government or Army) awarded ITT Federal Services International Corporation (appellant or ITT) Contract No. DAEA32-92-C-0001 on 14 January 1992 (1992 contract) and follow-on contract DAEA32-96-C-0006 on 13 June 1996 (1996 contract) to provide operation and maintenance support services for the Army's Fifth Signal Command in Europe, primarily in Germany. Both were CPFF contracts with one base and four option years. All options were exercised under both contracts. (R4, vol. 1, tab 4, vol. 4, tab 3)

2. Section H of each contract stated that the government would provide "Logistical Support" to "eligible" contractor personnel and their family members.

Logistical support services included use of commissaries, military exchanges, Armed Forces Recreation Centers, dependent schools and medical services. (*Id*.)

3. To be eligible for logistical support, contractor employees working at sites in Germany were required, among other things, to be classified as "Technical Expert[s]" (TE). As a general rule, "blue collar" workers and "non technical" personnel were not eligible for TE status. ITT was responsible for submitting logistical support applications for TEs to the contracting officer (CO) for approval. (R4, vol. 1, tab 4 at H-2, H-8, R4, vol. 4, tab 3 at H-3, H-5, H-6) Non TE personnel are referred to generally by the parties as "Local Nationals" or LN employees (Declaration of John L. Withers (Withers decl.) at ¶¶ 5, 6).

4. Pursuant to the NATO Status of Forces agreement and United States law, employees granted TE status were exempt from foreign country and U.S. taxes (Withers decl. at ¶ 8; R4, vol. 4, tab 2).

5. Both contracts contained then current versions of the Allowable Cost and Payment and Fixed Fee clauses. In addition, both contracts incorporated by reference versions of Changes clauses set forth in FAR 52.243-2. The 1992 contract clause was CHANGES—COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) to be used in cases where services and supplies were to be furnished in accordance with FAR 43.205(b)(3). (R4, vol. 3 tab 25 at Section I, vol. 4, tab 3 at section I) The clause stated in pertinent part:

> (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
>
> (1) Description of services to be performed.
> (2) Time of performance (i.e., hours of the day, days of the week, etc.).
> (3) Place of performance of the services.
> (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
> (5) Method of shipment or packing of supplies.
> (6) Place of delivery.
>
> (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not

> changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(R4, vol. 3, tab 25 at Section I-5)

6. The 1996 contract Changes clause also references FAR 43.205(b)(3) but the contract inconsistently incorporates the CHANGES—COST-REIMBURSEMENT (AUG 1987) ALTERNATE III (APR 1984). That alternate was to be used for "construction" requirements. (R4, vol. 4, tab 3 at I-5) Pursuant to bilateral Modification No. P00023, the parties substituted the correct, Alternate II version of the clause (R4, vol. 4, tab 8 at 59). The contentions of both parties recognize, and there is no dispute that, the pertinent language of the Alternate II version of the Changes clause controls.

7. The logistical support package and tax exemption for TE status personnel permitted appellant to offer lower salaries to the eligible employees (Withers decl. ¶¶ 8, 9; R4, vol. 4, tab 2).

Conversion of Positions from TE to LN Status

8. Prior to 1993, local level Army officials determined TE status for contract employees performing in Germany. In 1993, the TE determination process was centralized and the German government had more input. The issue of what employees should be granted TE status became a "point of contention" (gov't prop. finding 11) between the U.S. and German governments and ongoing negotiations occurred over the next several years. In 1996, the German government instituted a review of all TE employees in Germany, culminating in a determination that TE status had been granted improperly to many of appellant's employees and that the positions should be redesignated LN. (Answer ¶ 62; gov't prop. findings 11-13; app. br. at 10)

9. As a result of the negotiations and German government review, the Army ultimately redesignated and converted approximately 210 positions from TE to LN status over approximately a four year period. These conversions subjected appellant, *inter alia*, to German wage and social taxes for those employees. (R4, vol. 2, tab 21, vol. 6, tab 50; Withers decl. ¶ 14)

10. Based on the nature of the services provided, the majority of ITT's staff consisted of former military personnel who had prior experience with the Army's communications systems. After the conversions of the positions from TE to LN status, the recruitment of these former military personnel became significantly more difficult

because they were reluctant to work under the German system. In addition, ITT had to adjust to the German system in managing human resources, accounting and payroll for LN employees. (Withers decl. ¶ 15)

11. The TE conversions increased appellant's personnel costs under the contracts and appellant requested equitable adjustments (R4, vol. 2, tab 21, vol. 6, tab 50). In all cases, appellant was compensated for its increased costs associated with the conversions pursuant to bilateral contract modifications (R4, vols. 2, 3, 4).

12. The first 27 positions were converted to LN under the 1992 contract by bilateral Modification No. P00112 (Mod. 112) executed by the parties on 15 December 1995 (R4, vol. 2, tab 8 at 244). Mod. 112 decreased the total FY 96 dollar amount of the contract $396,379 and increased the total DM amount by DM 1,121,611. The modification was issued pursuant to the Changes clause. (*Id*.) Appellant's cost proposal for the conversions sought no increase in the contract's fee (*id.* at 254, 256-286). The incumbents in the positions were U.S. personnel (*id.* at 288-298).

13. The extent to which incumbent employees performing the converted jobs under either contract continued their employment with ITT under the LN system is uncertain.

ITT's Proposals

14. ITT's proposal documents for the 1992 contract are not in the record and there is no evidence concerning negotiations relating to the TE/LN status of employees under the earlier contract.

15. Schedule B of the RFP for the 1996 contract permitted offerors to propose prices with and without government-provided logistics support (R4, vol. 4, tab 1 at 3). Section H.5 of the 1996 contract required that offerors propose consideration for government-provided logistical support through offered reductions in personnel/staffing costs. The cost reductions were intended to reflect the cost differential between receiving logistical support from the government versus obtaining comparable goods and services on the local economy. The solicitation/contract contained "Estimated Annual Dollar Value[s]" for the logistical support package provided by the government to quantify the differential. (R4, vol. 4, tabs 1 at 4, 3 at H-6) There is no comparable parallel provision in the 1992 contract.

16. In an undated "Responses to Industry Questions and Comments to Draft Request for Proposals" preceding issuance of the solicitation for the 1996 contract, the Army notified potential offerors, "To date, 25 employees are subject to [the German Labor Code], but the number may be as high as 55. Job descriptions are being rewritten to mitigate the cost impact. For this reason, one evaluation criteria under the

Management Factor is the offeror's plan to mitigate the costs associated with compliance of SOFA Article 73" (R4, vol. 4, tab 1 at 9).

17. Prior to award of the 1996 contract, the government was authorized to determine whether contractor employees would be accorded TE status (R4, vol. 6, tab 39 at 1). In pricing its cost proposal for the 1996 contract, ITT contemplated government-provided logistic support for "U.S. bid" positions and indicated its reliance on continued TE status for employees and proposed the same 4% fee as in the 1992 contract. Appellant's 15 April 1996 Best and Final Offer (BAFO) cost proposal stated:

> It will be necessary to adjust compensation packages and to request an adjustment to contract estimated cost and fee in the event of one or more of the following occurrences:
>
> 1. The loss or denial of Technical Expert Status including loss of the NATO Status of Forces Stamp.
>
> 2. The curtailment or reduction of any items of logistics support defined in Section H.4 of the RFP.
>
> 3. A change in U.S. or foreign tax laws.
>
> 4. A change in the interpretation, or a new interpretation, of existing U.S. or foreign tax laws.
>
> We encourage the Government to strongly support our requests for logistical support in order to avoid an increase in the cost of required contract services.

(R4, vol. 4, tab 2 at 2)

18. Tab 16, "INDIVIDUAL LOGISTICS SUPPORT (ILS) CONSIDERATIONS" of the 1996 BAFO's cost proposal also stated:

> The availability of logistical support for certain U.S. employees was a primary consideration in developing the compensation plan for OPMAS-E. As explained below, the Government benefits from providing logistical support in the form of significantly reduced contract costs. We have identified in our proposal those positions which we believe meet the definition of "Technical Expert" set forth in Section H.4 of the RFP. It is our understanding that these positions will be afforded the logistical support items defined in

Section H.4. In the event that such logistical support should become unavailable, or if Technical Expert status is denied to any existing or proposed U.S. employee(s), it will be necessary (1) to either convert the position to LN status or, in the case of management personnel, adjust U.S. employee compensation to a level commensurate with expatriate status, and (2) to request a corresponding increase in contract estimated cost and fee.

Our recent experience on the OPMAS-E contract is perhaps the best indicator of the cost savings which accrues to the Government when logistics support is provided to contractor employees. In early FY 96, approximately fifty (50) ITT FSIC OPMAS-E employees, who had previously been granted "Technical Expert Status" (TES) and logistical support, were denied such status under a more narrow interpretation of the Status of Forces Agreement (SOFA). In order to maintain the manpower required for mission performance, we "converted" the U.S. logistically supported positions to Local National (LN) status which resulted in a significant increase in contract costs. Based upon an analysis of actual cost data and cost projections, the cost of the LN positions is expected to be approximately **65% higher** than the cost of logistically supported positions. However, as discussed later, this position-for-position cost differential represents only part of the cost impact. [Emphasis in original]

The higher cost is a result of higher salary levels afforded workers under the LN system and significantly higher payroll taxes and charges mandated by German Labor Law. This does not mean however that our workers under the LN system are better off financially. Many of our U.S. workers who agreed to "convert" to the LN system experienced significant decreases in net pay (due to higher LN tax rates) while at the same time the overall cost to the U.S. Government increased.

The 65% cost differential discussed above is generally applicable only to lower level, nontechnical positions, which can be filled by either a qualified German National, or U.S. or Third Country National willing to work under the LN system and who is able to obtain a German work permit. However, there are some categories of positions which must be filled by

> U.S. citizens due to company requirements, the nature of the work, security requirements, etc. These categories of positions would include, but not be limited to, senior management and supervisory personnel, positions requiring a particular technical skill or expertise not readily available in the host country, and positions which require a U.S. security clearance. If TES/logistical support were to be denied such positions, the U.S. employees would be hired under the LN system. In order to attract and retain qualified employees, ITT FSIC would have to offer salaries and benefits commensurate with the workers' expatriate status. Therefore, the cost differential for these types of positions can be expected to exceed the 65% differential discussed above.

(R4, vol. 4, tab 2 at 4-5)

19. There is no evidence regarding further negotiations prior to acceptance of appellant's BAFO, its incorporation into the contract, and award of the 1996 contract on 13 June 1996 (R4, vol. 4, tab 3).

The Conversion Modifications—1996 Contract

20. Over a three year period beginning in September 1996, the parties entered into 19 bilateral contract modifications of the 1996 contract converting TE positions to LN positions. All were entered into pursuant to the 1996 contract's Changes clause. Incumbent employees were permitted to receive continued logistic support but new hires in the positions were not. (R4, vol. 4, tabs 5, 7, 9, 11, 13, 15, 17, 19, 21, 22, vol. 5, tabs 24, 26, 28, 30, 32, 34, 35, 36, 38)

21. The initial conversion of two positions under the 1996 contract was accomplished pursuant to bilateral Modification Nos. P00006 (Mod. 6) and P00019 (Mod. 19), executed by the parties on 30 September 1996 and 21 May 1997, respectively. Prior to issuance of Mod. 6, appellant submitted two cost proposals detailing the increased cost associated with the two "US bid" converted positions involved. The initial proposal of 13 September 1996 sought a fee increase of 4% of the increased costs. The government refused to grant the fee. On 23 September 1996, appellant submitted a second cost proposal that eliminated the fee request. Mod. 6 authorized the conversion and Mod. 19, among other things, "incorporated . . . by reference" appellant's 23 September 1996 proposal. (R4, vol. 4, tabs 5, 7)

22. Modification No. P00031 (Mod. 31), executed on 30 September 1997, was the next bilateral modification converting (eight) positions from "US bid" TE to LN status (R4, vol. 4, tab 9). Appellant's initial cost proposal of 11 August 1997 again sought an

increase in the fixed fee (*id.* at 75-96). By e-mail to appellant of 5 September 1997, the CO referred to discussions with her legal advisor concerning increasing the fixed fee and informed appellant, "[the legal advisor] is in total agreement that no adjustment to fee will be allowed for the" conversions because there was "no new work" (*id*. at 97). The e-mail directed appellant to submit a revised proposal eliminating the fee. The parties continued to discuss the question of increasing the fixed fee culminating in a letter from the CO to appellant of 17 September 1997 that reiterated her earlier conclusion that no fee increase was permitted (*id.* at 98-100). On 22 September 1997, appellant submitted a revised cost proposal for the conversions (*id.* at 101-118) omitting the fees but continuing to assert that ITT "believes that fee is allowable on these Government-directed conversions" (*id.* at 101).

23. In cost proposals submitted in connection with subsequent bilateral conversion modifications issued between 1 October 1997 through 22 December 1998, appellant noted that no fee increase had been included "at the direction of the Contracting Officer." (R4, vol. 4, tabs 11, 13, 15, 17, 19, 21, 22; vol. 5, tab 26)

24. The next relevant conversion modification was bilateral Modification No. P00075 (Mod. 75) executed on 30 April 1999. The modification implemented multiple changes and an extensive restructuring/reorganization related to the operation of the Defense Information Infrastructure (DII), including the conversion of personnel from "U.S. status" to LN status. Initially, the CO instructed appellant not to request an increase in its fixed fee as a result of the conversions. Nevertheless, appellant included a 4% fixed fee in its cost proposal. Following negotiations, the government awarded appellant the 4% fee increase in Mod. 75 and a related Modification No. P00081 that was executed by the parties on 16 August 1999. (R4, vol. 5, tabs 30, 36)

Assessment of Back Wage Taxes

25. In August 1996, the Mannheim-Neckerstadt Tax Office (MNTO) of the German state Baden-Wuerttemberg (German state) notified appellant of potential liability for back wage taxes beginning in 1992 for ITT employees located in the state who previously had been granted TE status. The MNTO assessed the tax on 30 October 1997 claiming that appellant was liable for the period before the positions were converted to LN status under the contracts. (R4, vol. 2, tab 11; Withers decl. at ¶ 18)

26. The government was apprised by appellant of developments and participated in negotiations with the MNTO regarding the potential liability. By letter to the government of 11 February 1998, ITT summarized the progress of appeals, negotiations and the issues involved. In the letter, appellant indicated in particular that it considered the government liable for payment of any amount found due and proposed various options as to how to proceed. (R4, vol. 2 tab 11) With respect to allowability, the letter stated:

> The German Tax Authorities are attempting to assess what, from their perspective, are "back taxes." If the Germans are successful in their attempt to collect such taxes, these costs would be considered by ITT/FSIC to be "back compensation" paid by ITT/FSIC to its employees, and would be recorded on ITT/FSIC's books as labor costs. Thus, this is a compensation issue, and not a tax issue, for purposes of determining allowability. In fact, the method used by the German Tax Authorities to calculate the amount of the assessment shows that the amount of the "back taxes" allegedly owed would have been additional compensation if the employees had been in LN status throughout the period in question.

(*Id.* at 337)

27. In April 1998, appellant and the government entered into an Advance Agreement (AA) regarding the retroactive wage tax assessment. In the AA, the Army conceded that the assessed back taxes, along with directly related costs (to include legal fees, tax expert fees, and general and administrative expenses) were allowable and reimbursable to the extent reasonable. The AA did not mention adjustment of the fixed fee. Appellant also was required to prosecute the appeal of the assessment. (R4, vol. 6, tab 39) Subsequent contract modifications reimburse appellant for all costs related to the conversions (R4, vol. 2, tabs 11, 12, 14, 15, 17, 18, 19, 20, vol. 4, tabs 21, 22, vol. 5, tabs 24, 26, 28, 30, 32, 35, 36).

Assessment of Back Social Taxes

28. On 30 January 2002, the Baden-Wuerttemberg Bundesversicherungsanstalt fur Angestellte (BfA) notified appellant that it would assess back social taxes (similar to social security taxes and unemployment insurance in the United States) in the amount of 27,248,721.49 Euros for unpaid social taxes covering the period 1992-1999 for the approximately 138 converted positions located within the German state. The latter assessment was separate and independent of the back taxes assessed by the MNTO. (R4, vol. 6, tab 50 at 1023-35)

29. Following discussions with the Army and negotiations, appellant entered into a settlement with the BfA agreeing to pay 15,456,684.71 Euros. On 14 August 2002, appellant paid the BfA the negotiated amount. (*Id.*)

30. On 15 August 2002, appellant submitted a claim to the government seeking reimbursement for the back social taxes paid, along with legal expenses ($150,000), tax

advisory costs (70,000 Euros), G&A expenses (515,194 Euros and $9,000) and an increase in the fixed fee (641,675 Euros and $6,360) (*id.*).

31. On 17 September 2002, the parties executed bilateral Modification Nos. P00141 to the 1992 contract and P00130 to the 1996 contract. These modifications reimbursed ITT for all expenses relating to the back social tax assessment but did not provide for an increase in the fixed fee. The modifications stated that they were entered into under the authority of the Disputes clause. In signing the modifications, appellant reserved the right to pursue a claim for the fee. (R4, vol. 2, tab 21, vol. 6, tab 50)

32. On 3 October 2002, appellant submitted a claim in the amount of 641,378.84 Euros and $6,022.44 for the fee related to the back social tax assessment under both contracts (R4, vol. 2, tab 22, vol. 6, tab 51).

33. The CO denied the claim in a final decision dated 15 October 2002 on the basis that costs incurred as a result of the retroactive social taxes did not result from a "contract effort change" (R4, vol. 2, tab 23, vol. 6, tab 52). There is no dispute regarding the profit percentage (*i.e.*, 4%) or amount of profit claimed. ITT timely appealed the denial of its claim in an appeal dated 6 November 2002 (R4, vol. 6, tab 53).

DECISION

The government contends that appellant is not entitled to an increase in the fixed fee because the retroactive social tax assessment involved no "new work" or extra "contract effort." Although the government concedes that appellant is entitled to recover the negotiated amount of the tax payment to the BfA along with associated legal, tax advisory and G&A expenses, it declines to adjust the fee because the contract was not changed in its opinion.

The Army is correct that an increase in the cost of the work does not generally entitle a contractor to an increase in its fee under CPFF contracts. *Program Resources, Inc.*, ASBCA No. 21656, 78-1 BCA ¶ 12,867. The fee does not vary with actual cost of performing the work. It may, however, be adjusted as a result of changes to the contract. *E.g., Allison Division, General Motors Corp.*, ASBCA No.15528, 72-1 BCA ¶ 9343 at 43,383; *Glenn L. Martin Co.*, ASBCA No. 2758, 56-2 BCA ¶ 1072. We consider that the contracts were changed in this case entitling appellant to an increase in the fixed fee.

First, the government consistently categorized the conversions of the positions to LN status as contract changes in relevant contract modifications. The government recognized the added costs incurred by appellant resulting from the conversions and has compensated appellant for all such costs. Although the particular modifications in dispute here relating to the back social tax assessment were entered into pursuant to the Disputes clause and not the Changes clause, it is clear that the back tax costs involved

were a further, albeit perhaps unanticipated, cost impact of the conversions. The initial contemporaneous characterization of the conversions as changes is more persuasive than the government's current arguments in this appeal.

In addition, the unmistakable basis of the parties' bargain was a continuation of TE staffing. These contracts were negotiated with the understanding that the positions would be manned by U.S., TE personnel entitled to logistical support. This was expressly the case with respect to the 1996 contract. Appellant unambiguously conditioned its cost and fee proposal on that underlying assumption. The government realized the benefit of appellant's pricing assumptions. Use of LN workers was considerably more expensive than TE staffing. Appellant opted to price the contact on the "U.S. bid" schedule, and, accordingly gave the government the benefit of the reduced personnel costs and associated fee.

The government considers that, because the replacement LN workers would be performing the same services as the original TE staff, no change occurred. The government position centers on the notion that there was no "new work." This was clearly not the case. Among other things, appellant was required to implement extensive changes in its personnel practices and incurred additional advisory expenses. In any event, the applicability and scope of the Changes clause is not limited to situations where "new work" is ordered by the government.

The change in the TE status of the workers changed the basis of the bargain. Appellant's staffing options were materially restricted. To the extent that ITT was required to employ LN replacement workers in the converted positions as vacancies occurred, appellant was compelled to employ unproven workers possessing uncertain skill and training. Wholly different logistical and compensation requirements than were contemplated by either party at the time of award were imposed.

Whereas many cases do require analysis of whether the "scope of the work" was revised or "new work" was added, changes requiring a contractor to use different means or methods of performance than initially contemplated also routinely fall within the ambit of the Changes clause. Even assuming the nature of the work or deliverable services remained the same, the permissible means of performing the work were materially restricted, modified or eliminated. Fundamentally, appellant was deprived of the means, *i.e*, staff, that it intended to employ in performing the services. Such actions have always fallen within the ambit of the Changes clause. *Cf. Thomas O'Connor & Co., Inc.*, ASBCA No. 15123, 71-2 BCA ¶ 8926 at 41,500-02 (government ordered reduction in work week caused work to be performed over longer time period); *Associated Aero Science Laboratories, Inc.*, ASBCA Nos. 15451, 15634, 72-1 BCA ¶ 9293 at 43,059 (government actions varying the number and mix of employees at work facilities). The fact that this is a cost reimbursement contract does not warrant a different conclusion.

Insofar as the 1996 contract is concerned, appellant's proposal of the personnel that would perform the services also became part of the "description of services" for purposes of the Changes clause. Consequently, the conversion of the positions changed that description. The retroactive social tax costs were proximately caused and incurred as a result of that change. Moreover, the contract schedule recognized the significance of the distinction for pricing the work. Appellant priced its proposal assuming its personnel would be accorded TE status and used the "U.S. bid" portion of the schedule.

The government argues that the Board's decision in *Program Resources, Inc., supra,* is controlling and requires denial of the appeal. In *Program Resources*, the Board concluded that increased labor costs resulting from post award unionization of employees did not entitle the contractor to a fixed fee increase. The case is inapposite. There was no government action or order classifiable as a change. Because we have concluded that the contracts here were changed, the clause requires that the equitable adjustment *shall* include an increase in the fixed fee.

The government also contends that increasing the fee will effectively convert the contracts into prohibited cost plus percentage of cost contracts. This contention is without merit. The additional fee is not a consequence of the increase in costs, it flows from the change to the contract and the revised risks associated with the change. The manner of performing the work was a risk appellant expressly excluded in its fee proposal.

Inasmuch as there is no dispute regarding quantum, *i.e.*, the profit percentage (4%) or amount of the profit, appellant is entitled to the amount claimed.

The appeal is sustained in the amount of 641,378.84 Euros and $6,022.44 plus interest computed in accordance with the Contract Disputes Act.

Dated: 29 December 2005

ROBERT T. PEACOCK
Administrative Judge
Armed Services Board
of Contract Appeals

(signatures continued)

I concur

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

I concur

EUNICE W. THOMAS
Administrative Judge
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. 54001, Appeal of ITT Federal Services International Corporation, rendered in conformance with the Board's Charter.

Dated:

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