ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --	)	
	)	
Eimskipafeleg Island, ehf	)	ASBCA No. 55209
	)	
Under Contract No. W81GYE-04-0021	)	

APPEARANCES FOR THE APPELLANT: Marc J. Fink, Esq.
Heather M. Spring, Esq.
Sher & Blackwell, LLP
Washington, DC

APPEARANCES FOR THE GOVERNMENT: COL Samuel J. Rob, JA
Chief Trial Attorney
Peter F. Pontzer, Esq.
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE TING
ON THE GOVERNMENT'S MOTION TO DISMISS

The Department of Defense (DoD) through its Surface Deployment and Distribution Command (SDDC or the government) entered into Contract No. W81GYE-04-0021 (the Contract or Contract 0021) with Eimskip, U.S.A., Iceland Steamship, Inc. (Eimskip), now known as Eimskipafeleg Island, ehf, to transport military cargo between Norfolk, Virginia, and Naval Air Station (NAS) Keflavik, Iceland. A dispute arose concerning the interpretation of Article 6.2 of the Contract relating to the amount of fuel adjustment the government owed. This appeal resulted from a contracting officer (CO) decision making a unilateral adjustment. The government moves to dismiss the appeal for lack of jurisdiction. Eimskip opposes the motion.

FINDINGS OF FACT FOR PURPOSES OF THE MOTION

1. Eimskip is an ocean common carrier with its principal place of business in Reykjavik, Iceland. On 25 July 2003, SDDC, a component of the United States Transportation Command in the DoD, issued RFP No. DAMT01-03-R-0050 (RFP). The RFP sought "breakbulk and intermodal container service between points and port(s) in CONUS and Iceland Port(s)" for the base performance period of 13 January 2004 through 12 January 2005, plus four option periods ending on 12 January 2009. SDDC awarded Contract 0021 to Eimskip on 13 January 2004. The Contract provides for Eimskip to transport military cargo between Norfolk, Virginia and NAS Keflavik, Iceland. (R4, tab 1; compl./answer, ¶¶ 2, 3)

2. Contract 0021 was awarded in accordance with the Treaty Between the United States of America and the Republic of Iceland to Facilitate Their Defense Relationship, T.I.A.S. 11098 (entered into force Oct. 31, 1986) (the Treaty). The Treaty provides for two contracts to be awarded for transportation of military cargo to Iceland, one to a U.S. carrier and one to an Icelandic carrier, and provides for a division of cargo between the carriers on a 65%/35% basis (with the higher percentage of cargo going to the lower cost carrier). Eimskip was awarded the foreign flag portion of the contract and is the lower cost carrier. (Compl./answer, ¶¶ 4, 5)

3. Contract 0021 incorporates in full text FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2002) which specified numerous FAR clauses that the parties were required to comply with, including FAR 52.216-19, ORDER LIMITATIONS (OCT 1995), FAR 52.216-22, INDEFINITE QUANTITY (OCT 1995), FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999) and FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

4. The Contract incorporated by reference FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002) which provides, in part:

> (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final decision of any dispute arising under the contract.

(R4, tab 1 at 52 of 59)

5. FAR 52.233-1, DISPUTES (JUL 2002) incorporated by reference by virtue of FAR 52.212-4(d) above, also provides, in part:

> (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

> (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(R4, tab 1 at 52 of 59)

6. Pursuant to the terms of the Contract, Eimskip is required to provide transportation services on a schedule specified by the government. Eimskip must make a minimum amount of space available to the government on each voyage. (Compl./answer, ¶ 6) The government asserts that this means that Eimskip retains the ability "to transport commercial goods in its remaining cargo space" (answer, ¶ 26).

7. The "Performance Work Statement – Iceland" portion of Contract 0021 included Article 6.0, "SPECIAL CONTRACT PROVISIONS." Article 6.2, "Bunker Adjustment Factor (BAF)" (the BAF clause), sets forth the method for calculating any fuel adjustments. The dollar payment setoff is to be determined by "the annual computed dollar differential [the new average fuel price minus the base price], less 20 percent, times the total annual fuel consumption (in barrels) for the relevant Contract period." (R4, tab 1 at 34 of 59; compl./answer, ¶ 9) The government interprets Article 6.2 to provide for a fuel price adjustment on the basis of the amount of military or DoD-related cargo as a percentage of the total amount of cargo shipped (answer, ¶ 7).

8. In support of its contention that the government is only liable for the percentage of the bunker adjustment that corresponds to the percentage of the military cargo of the total cargo shipped, the government relies upon various other provisions of the Contract including Article 5.19, "Custom of the Trade" ("whenever the standard of performance by either party is not provided under the provisions of this Contract"), Article 10.2.3.5, "Reimbursement," and Article 10.2.3.6, "Payment." The government interprets Articles 10.2.3.5 and 10.2.3.6 to require payment of expenses "as long as they are incurred on its 'account' and on the basis of 'freight earned' only." (Answer, ¶¶ 29, 30)

9. Pursuant to the BAF clause, SDDC is required to establish a baseline rate averaging the Norfolk marine fuel prices for the seven-week period prior to the date set for receipt of initial proposals (compl./answer, ¶ 8). SDDC issued a modification on 15 July 2004, establishing the base price. It did not, however, issue a modification establishing the new average fuel price. (Compl./answer, ¶ 10)

10. On 24 September 2004, SDDC issued a proposed modification which in Eimskip's view was inconsistent with the BAF clause (compl./answer, ¶ 11). The parties entered into discussions to develop a revised BAF clause that would be agreeable to both

parties. Those discussions did not produce an acceptable resolution. (Compl./answer, ¶ 12)

11. By letter dated 20 April 2005, Eimskip submitted to SDDC a certified statement of fuel consumption as required by Article 6.2 of the Contract. The letter calculated $295,659.92 as the amount of BAF adjustment due Eimskip. (Compl./answer, ¶ 13)

12. By letter dated 11 May 2005, the SDDC CO made a minor correction to Eimskip's computations, and advised that even as corrected, the amount sought was "not fair and reasonable" because the Contract did not require the government to pay for "a fluctuation in marine fuel prices to ship commercial cargo" (R4, tab 15). The CO offered to pay $49,808.13 calculated on "a pro-rata basis corresponding to the percentage of U.S. military cargo, and other cargo shipped by DoD in the DTS, transported by Eimskip" (*id.*; compl./answer, ¶¶ 15, 16). The letter stated that "[i]f you disagree with the total adjustment amount of $49,805.52 [sic], you may submit a claim under FAR Part 33.202, Contract Disputes Act of 1978" (R4, tab 15 at 2).

13. Following the CO's instruction, Eimskip by letter dated 5 August 2005 submitted a $293,483.57 certified claim "pursuant to the Contract Disputes Act" (R4, tab 18). The CO denied the claim by decision issued on 21 September 2005 (R4, tab 19). On 6 October 2005, the CO issued a unilateral modification paying Eimskip $49,808.13 (R4, tab 20). Eimskip filed a timely notice of appeal dated 14 October 2005. The Board docketed the appeal as ASBCA No. 55209 on 14 October 2005.

DECISION

In its motion to dismiss, the government contends that this appeal is subject to 49 U.S.C. § 14705 of the Interstate Commerce Act (ICA) and therefore we do not have jurisdiction (gov't mot. at 3). Eimskip points out in response that § 14705 "only sets limitation periods for actions by and against carriers subject to the ICA," and "the provision is only applicable to carriers 'providing transportation or service subject to jurisdiction under chapter 135.' 49 U.S.C. § 14705(a) (emphasis added)." Eimskip says that transportation subject to jurisdiction under Chapter 135 includes service provided by motor carriers (49 U.S.C. § 13501), freight forwarders (49 U.S.C. § 13531), and water carriers engaged in domestic transportation (49 U.S.C. § 13521). It contends that since Contract 0021 involves ocean transportation between Norfolk, Virginia, and Reykjavik, Iceland, such transportation is not subject to the jurisdiction of Chapter 135 and 49 U.S.C. § 14705, and hence, the ICA has no application and would not divest the Board of jurisdiction. (App. reply at 3-4)

In reply, the government abandoned its reliance on 49 U.S.C. § 14705 and shifted its reliance to the Transportation Act administrative dispute resolution procedure at 31 U.S.C. § 3726 (gov't reply at 3).[1] Eimskip's sur-reply maintains that Contract 0021 simply does not involve Transportation Act services (49 U.S.C. §§ 10721, 13712), and the administrative dispute resolution procedure of that Act at 31 U.S.C. § 3726 would not apply (app. sur-reply at 1). Eimskip contends that the cases relied upon by the government in support of its jurisdiction motion involved transportation under Section 321 of the Transportation Act (*id.* at 3-4). Eimskip asserts that Contract 0021 was negotiated and awarded under the Federal Acquisition Regulation (FAR), and the Board has jurisdiction pursuant to the Contract Disputes Act (CDA) (*id.* at 5-6).

A brief review of the two statutes implicated is in order.

The ICA/Transportation Act Dispute Procedure

The ICA was originally enacted in 1887 "to stop and control discriminatory and destructive business practices in the railroad industry." *See Tri-State Motor Transit Co. v. United States*, 39 Fed. Cl. 485, 488 (1997); Act of Feb. 4, 1887, ch. 104, 24 Stat. 379. The scope of the ICA was subsequently enlarged to cover other modes of transportation including transportation provided by motor carriers. *See* Motor Carrier Act, ch. 498, 49 Stat. 543 (1935). In 1940, major revisions were made to the structure of the ICA. In addition to adopting the short title "Interstate Commerce Act," the Transportation Act of 1940 divided the ICA into three titles: Title I, Amendment to Existing Law; Title II, Regulation of Water Carriers in Interstate and Foreign Commerce; and Title III, Miscellaneous. Pub. L. No. 785, Sept. 18, 1940, ch. 722, 54 Stat. 898. Title III, Miscellaneous, contains Part II, Rates on Government Traffic, §§ 321 and 322 (54 Stat. 954-955).

[1] The government's reliance on 49 U.S.C. § 14705 as support for our lack of CDA jurisdiction is misplaced. 49 U.S.C. § 14705 sets up the limitation period for complaints made to the Surface Transportation Board (STB) or the Secretary of Transportation and actions at law brought in an appropriate court. Under subsection (f), the limitations period is set out at three years from the later date of "(1) payment of the rate for the transportation or service involved; (2) subsequent refund for overpayment of that rate; or (3) deduction made under section 3726 of title 31." 49 U.S.C. § 14705(f). The Federal Circuit addressed 49 U.S.C. § 14705 in *Inter-Coastal Xpress, Inc. v. United States*, 296 F.3d 1357 (Fed. Cir. 2002), only after it concluded that "the ICA does control" in that case, and proceeded to review the issue of whether the contractor's holdover claim was time-barred under the ICA. *Id.* at 1373-74.

The ICA requires carriers to publish tariffs. 49 U.S.C. § 13702. Carriers must charge the published tariffs. Charging a different rate is a violation of the ICA. *Id.* Disputes over contracts for transportation services are covered by 31 U.S.C. § 3726, which provides the administrative dispute resolution scheme for the ICA. Carriers can take claims to General Services Administration (GSA), and may appeal GSA's decision to the General Services Board of Contract Appeals.[2] Regulations implementing 31 U.S.C. § 3726 are found at 41 C.F.R. Part 102-118. Guidance for DoD is found in DoD 4500.9-R, Defense Transportation Regulation (DTR), Part II. *See* 48 C.F.R. § 47.103-1 (2006).

Under Section 321 of the Transportation Act of 1940 (codified as amended at 49 U.S.C. § 10721 and 13712), carriers may provide transportation services to the government at no charge or below their published tariffs. 49 U.S.C. § 10721 provides:

> A rail carrier providing transportation or service for the United States Government may transport property or individuals for the United States Government without charge or at a rate reduced from the applicable commercial rate. Section 3709 of the Revised Statutes (41 U.S.C. 5) does not apply when transportation for the United States Government can be obtained from a rail carrier lawfully operating in the area where transportation would be provided.

Section 13712 is identical except the word "rail" does not precede each reference to the word "carrier." As described in the FAR, 49 U.S.C. § 13712 covers, *inter alia*, motor carrier, water carrier (in noncontiguous domestic trade) and freight forwarder. 48 C.F.R. § 47.104(a), (b) (2006).

The statutory structure for payment prior to audit or settlement by the General Accountability Office (GAO), and the right of the government to deduct the amount of any overpayment to a carrier, originated in Section 322 of the Transportation Act of 1940, and are embodied in 31 U.S.C. § 3726. Over the years, Section 322 had been amended several times. (*See Tri-State Motor, supra*, 39 Fed. Cl. at 492-93 for various iterations of § 322.)

To correct "unsuccessful" attempts by GSA to get federal agencies to voluntarily audit transportation charges before payment, the Travel and Transportation Reform Act of 1998, Pub. L. No. 105-264, 112 Stat. 2350, amended 31 U.S.C. § 3726 by mandating audit of transportation bills for accuracy prior to payment. *See* S. Rep. No. 295 at 6,

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[2] Functions of the GSBCA have been transferred to the Civilian Board of Contract Appeals, effective 6 January 2007.

105th Cong., 2d Sess. 1998, 1998 WL 538197. As amended in 1998, 31 U.S.C. § 3726 now provides:

> (a)(1) Each agency that receives a bill from a carrier or freight forwarder for transporting an individual or property for the United States Government shall verify its correctness (to include transportation rates, freight classifications, or combinations thereof), using prepayment audit prior to payment in accordance with the requirements of this section and regulations prescribed by the Administrator of General Services.
>
> (2) The Administrator of General Services may exempt bills, a particular mode or modes of transportation, or an agency or subagency from a prepayment audit and verification and in lieu thereof require a postpayment audit, based on cost effectiveness, public interest, or other factors the Administrator considers appropriate.
>
> . . . .
>
> (b) The Administrator may conduct pre- or post-payment audits of transportation bills of any Federal agency. The number and types of bills audited shall be based on the Administrator's judgment.
>
> (c)(1) The Administrator shall adjudicate transportation claims which cannot be resolved by the agency procuring the transportation services, or the carrier or freight-forwarder presenting the bill.
>
> (2) A claim under this section shall be allowed only if it is received by the Administrator not later than 3 years (excluding time of war) after the later of the following dates:
>
> (A) The date of accrual of the claim.
>
> (B) The date payment for the transportation is made.
>
> (C) The date a refund for an overpayment for the transportation is made.

(D) The date a deduction under subsection (d) of this section is made.

The CDA Disputes Procedure

The CDA, codified at 41 U.S.C. §§ 601-613, was enacted "to provide a swift, inexpensive method of resolving contract disputes." S. Rep. No. 1118, 95th Cong., 2d Sess., *reprinted in* 1978 U.S.C.C.A.N. 5235, 5246. The CDA applies to "any express or implied contract . . . entered into by an executive agency for –

(1) the procurement of property, other than real property in being;

(2) the procurement of services;

(3) the procurement of construction, alteration, repair or maintenance of real property; or,

(4) the disposal of personal property.

41 U.S.C. § 602(a).

In the case of acquisition of commercial items, as in this case, FAR 12.301(b)(3) prescribed the inclusion of the clause at FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS. 48 C.F.R. § 12.301(b)(3) (2006). Subparagraph (d) of FAR 52.212-4 is entitled "Disputes," which provides that "[t]his contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613)," and that disputes are to be resolved in accordance with "the clause at FAR 52.233-1, "Disputes," 48 C.F.R. § 52.212-4(d) (2006). FAR 52.233-1 set out the definition of claim, the certification requirement, and payment of interest by the government on amounts found due, among other CDA requirements peculiar to the CDA.

Case Law in the Area

All of the cases the government relies upon support the proposition that the administrative dispute resolution procedure specified in 31 U.S.C. § 3726 is applicable to transportation services rendered pursuant to the Transportation Act. None support the proposition that the 31 U.S.C. § 3726 process also extends to non-Transportation Act contracts such as FAR-based transportation contracts whose disputes have always been resolved under the CDA.

Even though the government did not address *Dalton v. Sherwood Van Lines, Inc.*, 50 F.3d 1014 (Fed. Cir. 1995), the case serves as an important starting point for our analysis. In that case, the Federal Circuit held:

> [W]hen a common carrier provides transportation services to a government agency under the Transportation Act of 1940, and a government bill of lading serves as the contract between the parties, claims arising in connection with that contract are not subject to the Contract Disputes Act. The Armed Services Board of Contract Appeals therefore did not have jurisdiction in these cases.

50 F.3d at 1015. In reaching this decision, the Court concluded that the contractor's claim was subject to 31 U.S.C. § 3726 of the Transportation Act, and that "Congress did not intend the general provisions of the Contract Disputes Act to supplant the pre-existing system of administrative review specifically designed for transportation services subject to Section 3726." *Id.* at 1018. The Court points out that GBL-based transportation contracts involved in the case "differ significantly from the typical federal procurement contracts that are subject to the Contract Disputes Act," and "the claims arising from those simple transactions are usually small ones that are better suited to the informal administrative procedure of Section 3726 and the pertinent transportation regulations." *Id.* at 1019.

In *Inter-Coastal Xpress, Inc. v. United States*, 296 F.3d 1357 (Fed. Cir. 2002), the government accepted the contractor's tender offer for three years resulting in the formation of three separate tender agreements. In *Inter-Coastal*, the contractor provided transportation services by making thousands of government shipments covered by the tender agreement. The transportation services were acknowledged to have been provided pursuant to the Transportation Act of 1940, as amended, 41 U.S.C. §§ 10721 and 13712, and the contractor there had availed itself of the administrative dispute resolution procedures established by the Transportation Act at 31 U.S.C. § 3726. *Id.* at 1360-61. Recognizing that its earlier decision in *Sherwood Van Lines* was limited narrowly to "cases in which the government obtains transportation services from a common carrier pursuant to 49 U.S.C. § 10721 and in which the GBL constitutes the contract between the parties," the Court upheld the Court of Federal Claims' decision that the ICA governed the "hybrid tender-GBL contracts" that "spanned a three-year period." *Id.* at 1364. We note parenthetically that even before the *Inter-Coastal* decision, the Board, applying *Sherwood Van Lines*, had already held that it lacked jurisdiction over a barge transportation claim (on U.S. inland waterways) resulting from a tender agreement. *Stapp Towing Co.*, ASBCA No. 48375, 96-2 BCA ¶ 28,293.

We noted recently in *Maersk Line, Ltd.*, ASBCA No. 55391, *slip op.* at 13 (2 July 2007), that:

> Despite its broad language, *Inter-Coastal* merely extended the *Sherwood Van Lines* holding, *i.e.*, spot movement of property by a common carrier using a GBL to long-term (three-year) tender agreements. In both cases, the transportation services were provided pursuant to the Transportation Act of 1940. In both cases, payment disputes were specifically required by that Act to be processed under 31 U.S.C. § 3726 and its implementing regulations at 41 C.F.R. Part 101-41 (2006).

The government also relied on our decision in *Jean Kultau GmbH & Co., KG,* ASBCA No. 45949, 97-1 BCA ¶ 28,894. The appellant in that case was an agent of a United States freight forwarder. The appellant provided transportation services for household goods in Germany. The International Through Government Bill of Lading (ITGBL) solicitation and Tender formed the basis of the contract between the freight forwarder and the government. The appellant argued that since its services were provided wholly within a foreign country, the Transportation Act dispute resolution process at 31 U.S.C. § 3726 did not apply to its claim for payment for transportation services rendered. We rejected the appellant's contention that each Personal Property Government Bill of Lading (PPGBL) constituted an implied-in-fact contract, and thus provided a basis for ASBCA jurisdiction under Section 602 of the CDA. Following *Sherwood Van Lines,* we dismissed the appeal for lack of CDA jurisdiction on the basis that the ITGBL program under 49 U.S.C. § 10721 was subject to the disputes resolution process specified in 31 U.S.C. § 3726 of the Transportation Act.

The government's reliance on *AIT Worldwide Logistics, Inc.*, ASBCA No. 54763, 06-1 BCA ¶ 33,267 is also misplaced. That case involved a contract to perform public works and logistical functions at Fort Lee, Virginia. The contract had a small transportation component. Appellant AIT was a trucking firm provided through the contractor Johnson Controls World Services. Appellant AIT submitted a claim directly for providing flatbed trucks alleging that it had an implied-in-fact contract with the government to ship supplies to another State. We dismissed the appeal for lack of jurisdiction because "the ICA . . . governs appellant's right to seek payment" (*id.* at 164,860), and was thus controlled by *Inter-Coastal.*

In arguing that we lack jurisdiction, the government relies on the broad language of 31 U.S.C. § 3726(c)(1). As the court and board decisions discussed have made clear, the administrative dispute resolution procedure in 31 U.S.C. § 3726 is a part of the Transportation Act, and it applies when transportation services are provided under that

Act (49 U.S.C. §§ 10721, 13712). Transportation Act-based services have been limited to those transportation services provided by way of GBLs and tender agreements. *Sherwood Van Lines, supra; Inter-Coastal, supra.*

Contract 0021 does not involve Transportation Act-based GBLs or tender agreement. Rather, it is a commercial-item procurement undertaken pursuant to the FAR. As a FAR-based contract, it contained various FAR clauses including clauses that specified that the Contract is subject to the CDA (FAR 52.212-4; 52.233-1). The CO knew this. When the dispute with respect to the application of Article 6.2 first surfaced, he told Eimskip to submit a claim under the CDA. When Eimskip submitted a certified claim, the CO denied the claim partially and told Eimskip to appeal to the Agency Board of Contract Appeals or to bring an action directly in the United States Court of Federal Claims pursuant to the CDA. We conclude that Contract 0021 is a "typical federal procurement contract[] that [is] subject to the Contract Disputes Act," and not a "simple transaction[] . . . better suited to the informal administrative procedure of Section 3726." *Id.* at 1019. We conclude that the Transportation Act administrative dispute resolution procedure in 31 U.S.C. § 3726 is inapplicable.

The fact that Contract 0021 is a maritime contract does not give us pause. Under § 603 of the CDA, subject matter jurisdiction in appeals of administrative decisions involving federal maritime contracts vests in the federal district courts rather than the Federal Circuit. The Board, however, is not divested of maritime jurisdiction under the CDA. *See Century Marine Inc. v. United States*, 153 F.3d 225, 229 n.4 (5th Cir. 1998); *Maersk Line, Ltd.*, ASBCA No. 55391, *slip op.* at 14 (2 July 2007).

On the other hand, the CDA applies to "any express or implied contract . . . entered into by an executive agency for . . . (2) the procurement of services." 41 U.S.C. § 602(a)(2). There is no dispute that an express contract exists. DoD is an executive agency. 5 U.S.C. § 101. Except to the extent pre-empted by transportation services provided under the authority of the Transportation Act, Section 602(a)(2) does not otherwise exclude transportation services from CDA coverage. Thus, we have CDA jurisdiction over this appeal.

CONCLUSION

Because Contract 0021 is a FAR-based contract and not a Transportation Act-based contract, we hold that the administrative dispute resolution procedure in 31 U.S.C. § 3726 does not apply, and we have CDA jurisdiction over the appeal.

The government's motion to dismiss is denied.

Dated: 2 July 2007

PETER D. TING
Administrative Judge
Armed Services Board
of Contract Appeals

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. 55209, Appeal of Eimskipafeleg Island, ehf, rendered in conformance with the Board's Charter.

Dated:

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