ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeals of --	)	
	)	
AEON Group, LLC	)	ASBCA Nos. 56142, 56251
	)	
Under Contract No. HQ0423-04-C-0003	)	

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OPINION BY ADMINISTRATIVE JUDGE DICKINSON
ON THE PARTIES' CROSS-MOTIONS FOR SUMMARY JUDGMENT

AEON Group, LLC (AEON or AEon) appealed in ASBCA No. 56142 from the termination for default by the Defense Finance and Accounting Service (DFAS or government) of Contract No. HQ0423-04-C-0003 for the "rehosting" of DFAS' Mechanization of Contract Administration System (MOCAS) from its existing platform to a new platform. AEON appealed in ASBCA No. 56251 from the government's subsequent final decision and demand to recover alleged unliquidated performance-based payments in the amount of $12,905,117.22. We have jurisdiction under the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-13.

AEON has filed motions for summary judgment in both appeals. The government has opposed AEON's motions and has also filed its own cross-motions for summary judgment in both appeals. AEON has opposed the government's motions.

In its reply, AEON argues that the government failed to offer any evidence to dispute the alleged undisputed facts presented by AEON because the government did not file a separate "'Statement of Genuine Issues of Material Fact' in accordance with Federal Rule of Civil Procedure 56 and the Board's 7 February 2007 Guidance For Summary Judgment Motions" (app. reply (56142) at 3). We first point out that both FRCP 56 and the Board's Guidance For Summary Judgment Motions provide guidance to the Board and the parties before it; they are not a part of the Board's rules of procedure and are not mandatory as to formalities. Rather, the guidance operates as a reminder that

motions for summary judgment and oppositions thereto preferably should contain either stipulated material facts or statements of undisputed or disputed material facts, as appropriate, with sufficient citation to the record. While the government may not have filed a separate "Statement of Genuine Issues of Material Fact," the government's opposition to AEON's motion for summary judgment contained sufficient averments of disputed facts with citations to the record (*see, e.g.*, gov't opp'n (56142) at 26). We therefore reject AEON's argument that it is entitled to summary judgment on this alleged procedural basis.

STATEMENT OF FACTS (SOF) FOR PURPOSES OF THE MOTIONS

1. On 1 April 2004 Contract No. HQ0423-04-C-0003 for the MOCAS Rehost Program was awarded to AEON for the firm fixed-price of $14,899,316. "This contract will convert/rewrite all existing MOCAS software programs to a Relational Database Management System which will enable DFAS to begin its incremental progression toward a modern, integrated business solution that is compliant with the DoD Business Enterprise Architecture." (R4[1], tab 3 at 00765) The MOCAS system is an "integrated financial and contract administration system" developed in the late 1950's and last significantly upgraded in the early 1980's (R4, tab 1 at 00101).

2. For purposes of payment, the MOCAS Rehost contract, CLIN 0001, was structured to identify eight distinct events associated with CLIN 0001 tasks, the successful completion of which entitled AEON to receive event-based payments. Each event was valued at 12.5% of the total contract price for CLIN 0001. At the time of the termination for default, AEON had been paid approximately $12.9 million. (Gov't opp'n (56142), ex. 12; app. mot. (56251) at 2)

3. Payment events 7 and 8 were described in the contract as:

> 7. QA/Testing Phase completion identified by moving software from QA/Test to User Acceptance[2] environment and scheduled for the end of the 6th quarter of performance.…
>
> 8. Completion of the delivery and acceptance of CLIN 0001 in the Production environment scheduled for the end of the 7th quarter of performance.…

(R4, tab 3 at 00785)

[1] A consolidated Rule 4 file was filed for the two appeals.
[2] The parties refer to this testing as Government Testing & Evaluation (GT&E).

4. The contract incorporated FAR 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (R4, tab 3 at 00787) and FAR 52.232-32, PERFORMANCE-BASED PAYMENTS (FEB 2002), which provided:

> (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(R4, tab 3 at 00804)

5. The Statement of Work (SOW) defined functionality:

> 7. Functionality
> The contractor shall ensure that the rehosted MOCAS has 100% of the functionality of the as-is MOCAS system.[3] Functionality is….

(R4, tab 3 at 00775-76) The detailed definition that followed filled two single-spaced pages.

6. Prior to invoicing the government for any performance-based payment, AEON was required by the contract to submit a Milestone Payment Event Delivery Report (app. mot. (56251) at 3; gov't mot. (56251) at 2). The CO authorized the release of performance-based payments only after AEON's performance-based payment deliverables were verified as performed and approved by Mr. Castrillo (program manager), Mr. Hecker (deputy program manager), and Ms. Thrower (contracting officer representative (COR)) in the DFAS MOCAS PMO[4] (app. mot. (56251) at 3, 6, exs. 3, 6-7; gov't mot. (56251) at 2).

7. Bilateral Contract Modification No. P00006 effective 9 January 2006 provided a breakdown of the deliverables required to successfully qualify for each payment event thereafter, including event 7, and modified the delivery date for the complete Rehosted

[3] The government describes the "as-is" MOCAS system as "a complete copy of the MOCAS system loaded with a one-time snapshot of full-production data" (R4, tab 45 at 01336). AEON has not disputed this definition.

[4] Program Management Office

MOCAS System (CLIN 0001) to 4 May 2006. The modification included a mutual release stating that both parties "acknowledge full and final settlement for all past conditions leading to and culminating with the release of this contract modification." (R4, tab 3 at 00850; app. mot. (56251) at 3-4) CO William M. Gladski understood the release to mean "anything that happened prior to 9 January 2006 is a closed case. The book is closed and we start over with a clean slate on both sides of the house. The score is zero to zero." (App. mot. (56251), ex. 8 at 146-47)

8. On 23 October 2006 AEON delivered the rehosted MOCAS database, a deliverable under payment event 7 (R4, tab 30). It certified in its 20 October 2006 MOCAS Rehost System Quality Report that, to the best of its knowledge, the MOCAS system was ready for GT&E (gov't mot. (56142), ex. 2). The government approved AEON's delivery of the database and released to AEON performance-based payments through that segment of event 7 (app. mot. (56251), ex. 7; gov't mot. (56142), ex. 12).

9. GT&E commenced on 24 October 2006 and was suspended on 7 November 2006 when the government alleged that the system "lacked the necessary functionality" defined as "it could not correctly process the transactions that the 'as is' MOCAS System could process." On 15 November 2006 the government rejected the MOCAS database delivered to it and notified AEON to correct the system and redeliver "when they had achieved basic system functionalities." (Gov't opp'n (56142), ex. 12 at 1; *see also* R4, tabs 28, 30-31, 38-40, 49)

10. On 19 January 2007 AEON again advised the government that the MOCAS system was ready for GT&E. The government restarted GT&E on 22 January 2007. (R4, tabs 33, 34, 40, 49) The government has offered into the record for purposes of the motions numerous documents in support of its position that the MOCAS system provided by AEON for GT&E still did not contain the functionality of the as-is system. AEON has also offered into the record numerous documents in support of its position that the MOCAS system it delivered for GT&E met the functionality requirements of the contract. It is obvious that the functionality of the MOCAS system delivered by AEON for GT&E is a material fact in dispute.

11. On 1 March 2007 a DFAS MOCAS PMO support contractor inquired of the Software Engineering Institute at Carnegie Mellon as to its interest in leading an independent technical assessment of the MOCAS database delivered by AEON for GT&E:

> The Contractor delivered a product reportedly as ready for acceptance testing, however, after 4 months the Government has still been unable to complete the majority of its planned test scripts.

> At this point, we are trying to make a decision whether to cancel the program or continue to struggle with find and fix errors. Specifically, we are looking for a technically experienced programmer team to expeditiously evaluate what has been delivered and provide an estimate on the amount of effort required to complete.

(App. mot. (56142), ex. 4 at 00001) On 11 April 2007, Carnegie Mellon produced a "Work Plan" for DFAS. The Work Plan identified the "initial items of concentration" as:

- Determine whether the MOCAS re-host project is salvageable and maintainable
- Determine if the MOCAS re-host project code is adequately functional and useable
- Identify areas of the system that may need re-work
- Estimate how long it will take to complete the MOCAS re-host project
- Determine resources appropriate for completing the MOCAS re-host project and the difficulties that may be encountered

Id. at 00139-40. The proposed assessment was to take place over a 3-4 week period at the end of which Carnegie Mellon would present an "annotated briefing which will contain the team's findings and actionable recommendations" to DFAS. *Id.* at 00139. CO Gladski was involved in discussions about having an independent assessment performed and was aware that the DFAS PMO had contacted Carnegie Mellon but was not involved in the details (app. mot. (56142), exs. 4-6, 8). The record does not indicate when DFAS and Carnegie Mellon came to agreement or when the independent technical assessment commenced.

12. On 22 March 2007 the CO issued a cure notice in which AEON was notified that the government considered as conditions that endangered performance of the contract AEON's alleged failure to make adequate progress in correcting code deficiencies during GT&E and AEON's failure to consistently pay its employees. The alleged failure to make adequate progress was identified by the government as the failure of AEON to deliver a system with 100% functionality of the "as-is" system as defined in Section 7 of the SOW. Specifically, six areas were identified by the government as critical and which were not functioning correctly. AEON was given 20 days within which to cure these six areas; the government stated that failure to do so may result in a termination for default of the contract. (R4, tab 40)

13. On 3 April 2007 AEON responded to the cure notice advising that, of the 99 specific deficiencies provided by the government in a list on 28 March 2007, 96 had

already been corrected and the remaining 3 would be corrected no later than 9 April 2007 (R4, tab 41).

14. On 25 April 2007 CO Gladski issued a show cause notice advising AEON that it had "failed to perform…within the time prescribed" and had not successfully cured the conditions endangering performance which were described in the cure notice. Specifically, CO Gladski determined that as of 11 April 2007 the rehosted MOCAS database "still does not perform significant basic system functionalities" and that the government was considering termination of the contract for default. AEON was given 10 days within which to respond. (R4, tab 43)

15. On 4 May 2007 AEON responded to the show cause notice. Its first stated response was that there was no valid basis for termination for default. It further argued in the alternative that, even if grounds for default existed, "they are individually and collectively attributable to causes beyond the control and without the fault or negligence of AEon, and therefore excusable" under FAR 52.249-8(c). (R4, tab 44 at 1)

16. On 25 May 2007 the government issued unilateral Modification No. P00015, a stop work order under FAR 52.242-15. The attached letter stated:

> As indicated in our May 22, 2007, telephone conversation, a stop-work order is a contractual mechanism for addressing interim contractor status prior to a termination decision.
>
> ….
>
> In that same conversation, I extended an opportunity to AEon for DFAS to consider additional matters prior to making a termination decision.
>
> ….
>
> Given the different positions concerning the reasons for the failure to successfully complete the MoCAS Rehost project, before making a final termination decision DFAS is willing to meet with AEon to explore whether an outcome is possible that avoids a protracted dispute between the parties.

(R4, tab 46) On 29 May 2007 AEON acknowledged receipt of the stop work order and "accept[ed the] offer to host a meeting to discuss the different positions of the parties regarding the status of contract performance and the Government's termination considerations" (R4, tab 47).

17. On 28 June 2007 Carnegie Mellon presented a slide briefing to DFAS after completion of an independent technical assessment (SOF ¶ 11; app. mot. (56142) ex. 7 at 00248-00312). The record does not indicate the specific DFAS personnel to whom the briefing was presented. CO Gladski was not aware of, nor present for, the briefing by Carnegie Mellon, but recalls that Mr. Castrillo, DFAS PMO, made a "very short" presentation to him of "extremely raw data" in the form of a "handful of charts" when the Carnegie Mellon briefing was "in draft." (App. mot. (56142), ex. 6 at 54, ex. 7 at 101, ex. 17 at 96; *see also* exs. 8, 12-15; gov't mot. (56142), ex. 1 at 94-96, 101, 120)

18. On 9 August 2007 CO Gladski issued Modification No. P00016 which terminated the contract for default under FAR 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) and an accompanying contracting officer's final decision, in which he said:

> Default termination is justified and appropriate because the rehosted MOCAS failed payment event 7 GT&E user acceptance testing due to clear lack of requisite functionality in critical areas. Under this fixed priced contract, the Government is not required to authorize or fund continued performance under payment event 7, nor is it appropriate to authorize initiation of payment event 8 performance. Performance-based payments through payment event 6 have been liquidated.
>
> ….
>
> I conclude that the performance failure was not beyond the control or without AEon's fault or negligence. Default under event 7 is the determinative issue. AEon has received liquidated payments for performance through payment event 6.
>
> ….
>
> After thoughtful consideration of all of the pertinent facts in conjunction with FAR 49.402-3(f), I, the undersigned Contracting Officer, hereby find and determine that AEon has failed to complete the requirements of the MOCAS Rehost contract within the time required by the terms of the contract, failed to successfully cure some items identified in my Cure Notice, and that AEon failed to deliver a Rehosted MOCAS database with the requisite functionality of the MOCAS "as-is" database as prescribed by the SOW.

(R4, tab 49; *see also* gov't mot. (56142), ex. 12; app. mot. (56251) at 4, 7) The record also contains CO Gladski's 7 August 2007 "Determination & Finding" in which he addresses each of the FAR 49.402-3(f) factors (gov't opp'n (56142), ex. 12). He did not specifically consider the findings of the Carnegie Mellon assessment (app. mot. (56142), ex. 16).

19. In a letter dated 13 August 2007 AEON filed its notice of appeal from the termination for default which was docketed as ASBCA No. 56142 (R4, tab 50).

20. On 9 November 2007, three months after the termination for default, CO Gladski issued a second final decision in which he demanded the return of alleged unliquidated performance-based payments in the amount of $12,905,117.22 (app. mot. (56251), ex. 12 at 4-5; gov't mot. (56251), ex. 2).

21. In a letter dated 15 November 2007 AEON filed its notice of appeal from the second final decision which was docketed as ASBCA No. 56251.

DECISION

We evaluate the parties' motions for summary judgment under the well-settled standard that:

> Summary judgment is properly granted only where there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law…. The moving party bears the burden of establishing the absence of any genuine issue of material fact and all significant doubt over factual issues must be resolved in favor of the party opposing summary judgment.

Mingus Constructors, Inc. v. United States, 812 F.2d 1387, 1390 (Fed. Cir. 1987). In the course of our evaluation, the Board's role is not "'to weigh the evidence and determine the truth of the matter,' but rather to ascertain whether material facts are disputed and whether there exists any genuine issue for trial." *Holmes & Narver Constructors, Inc.*, ASBCA Nos. 52429, 52551, 02-1 BCA ¶ 31,849 at 157,393 (*quoting Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986)), *aff'd*, 57 Fed. Appx. 870 (Fed. Cir. 2003). A material fact is one which may make a difference in the outcome of the case. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute is genuine only if, on the entirety of the record, a reasonable factfinder could resolve a factual matter in favor of the non-movant. *Sweats Fashions, Inc. v. Pannill Knitting Co., Inc.*, 833 F.2d 1560, 1562 (Fed. Cir. 1987).

When the parties have both filed motions for summary judgment, as is the case here, we must evaluate each party's motion on its own merits. *Spindler Constr. Corp.*, ASBCA No. 55007, 06-2 BCA ¶ 33,376 at 165,462.

ASBCA No. 56142

AEON's Motion for Summary Judgment

AEON argues that there are no material facts in dispute and that it is entitled as a matter of law to have the government's termination of the contract for default converted to a termination for convenience. AEON presents three alternative bases upon which it argues it is entitled to summary judgment:

> [T]he Government failed to consider all of the relevant facts and circumstances. The Government also constructively terminated AEON for default in March 2007, in violation of the mandatory due process set forth in the Federal Acquisition Regulation. Finally, the Government misinterpreted the MOCAS Rehost Contract and terminated AEON on the basis of its misinterpretation. For these reasons, or any one of them alone, the Government acted arbitrarily in its draconian decision to default-terminate AEON, and the termination must, as a matter of law, be converted to a termination for convenience.

(App. mot. (56142) at 11-12)

1. Whether the government failed to consider all of the relevant facts and circumstances

AEON's first alleged basis for summary judgment in its favor is that the CO failed adequately to consider one of the FAR 49.402-3(f) factors, which AEON argues are mandatory. Specifically, AEON argues that it is undisputed that the CO didn't consider one particular piece of information, the Carnegie Mellon assessment (SOF ¶¶ 11, 17, 18), thereby failing to meet his obligation under FAR 49.402-3(f)(7), under which the CO shall consider "[a]ny other pertinent facts and circumstances" (app. mot. (56142) at 13-18; app. reply (56142) at 1-3, 5-13).

AEON is incorrect as a matter of law that it is mandatory for a contracting officer to demonstrate that each and every one of the FAR 49.402-3(f) factors has been specifically considered. As we held in *Michigan Joint Sealing, Inc.*, ASBCA No. 41477, 93-3 BCA ¶ 26,011 at 129,324-25:

> [Appellant] is incorrect in its assertion that the failure of the TCO to consider one or all of the factors in FAR § 49.40[2]-3 automatically renders the decision an abuse of discretion. The contracting officer must exercise her discretion reasonably in arriving at the decision to terminate or her discretion will be held to have been abused and the decision arbitrary and capricious…. The FAR factors, *supra*, however, merely alert the contracting officer to areas of concern to possibly consider.… All factors need not be considered. The contracting officer's consideration of the factors is merely one element to be considered in evaluating the totality of the circumstances involved in the situation….

See also, *DCX, Inc. v. Perry*, 79 F.3d 132 (Fed. Cir. 1996), *cert denied*, 117 U.S. 480 (1996).

AEON argues that, regardless of what other facts and circumstances CO Gladski may have considered, he did not specifically take the Carnegie Mellon assessment into consideration, which failure alone renders the termination for default an abuse of discretion (app. mot. at 13-18). CO Gladski testified that he was aware of the tasking to Carnegie Mellon but he was not aware there was a written report and had never seen any report until his deposition in December 2008. CO Gladski does recall receiving a slide briefing by DFAS' MOCAS Program Manager, Mr. Castrillo, of "extremely raw data" when the Carnegie Mellon assessment was in draft. There is also evidence that CO Gladski was informed by the DFAS MOCAS PMO of its impression of the Carnegie Mellon findings, some of which was in response to CO Gladski's specific questions. (SOF ¶¶ 11, 17; *see also* gov't opp'n (56142), ex. 1 at 115-116, 118-122).

We cannot agree with AEON that it is entitled to summary judgment in its favor on this issue. Regardless of whether CO Gladski actually saw or considered the specific Carnegie Mellon assessment slides, the government has produced evidence that he was briefed by the PMO as to information gathered by and findings made by Carnegie Mellon. Both AEON and the government argue in their motions and oppositions to motions the relative credibility of the Carnegie Mellon assessment and the weight it should have been given by CO Gladski. That determination is not a proper subject for summary judgment and is a matter for trial. We therefore deny AEON's motion for summary judgment on this basis.

2. Whether the government constructively terminated AEON for default in March 2007, in violation of the mandatory due process set forth in the Federal Acquisition Regulation

AEON takes the position in its second alleged basis for summary judgment that the government made the decision to terminate AEON's contract for default before receiving, much less considering, AEON's 4 May 2007 response to the 25 April 2007 show cause notice. The sole factual basis presented by AEON in support of its position is that the government solicited the Carnegie Mellon assessment on 1 March 2007 which, it argues, shows that the government had already decided to terminate the contract for default well prior to the 9 August 2007 formal termination. AEON relies on the government's statement in discovery that the assessment was obtained "to determine if the object of the Contract could still be performed *following AEon's Default Termination*." (App. mot. (56142) at 19, emphasis in original; app. reply (56142) at 13-17)

We first note that the record does not support AEON's argument that the Carnegie Mellon assessment was ordered on 1 March 2007. The record before us shows only that the government inquired of Carnegie Mellon's interest in performing such an assessment on 1 March 2007. However, the record before us contains no evidence of when the government and Carnegie Mellon came to agreement or when the assessment was commenced. All we know from the record is that the proposed assessment was to be conducted over a 3-4 week period (SOF ¶ 11) and that the results were presented in a slide presentation on 28 June 2007 (SOF ¶ 17).

The undisputed facts in the record before us also do not support AEON's argument that the government constructively terminated the contract for default prior to the 9 August 2007 contracting officer's final decision and Modification No. P00016. While the record makes clear that the government had put AEON on notice that it was considering termination for default (SOF ¶¶ 12, 14, 16), the record is also clear that the government expressed a desire to find a solution other than termination and that AEON was aware of this desire and acknowledged it (SOF ¶ 16).

We therefore deny AEON's motion for summary judgment on this basis.

3. Whether the government misinterpreted the MOCAS Rehost Contract and terminated AEON on the basis of its misinterpretation

AEON argues in its motion for summary judgment that CO Gladski misinterpreted the definition of "functionality" in the SOW, making his termination of the contract an abuse of discretion (app. mot. (56142) at 21-24; app. reply (56142) at 17-21). It is incumbent upon AEON to demonstrate that there are no material facts in dispute and that it is entitled to judgment as a matter of law. Based upon our own review of the record

before us on the motions, we have found that there are material facts in dispute (SOF ¶ 10). Further, in its opposition to the government's motion for summary judgment in ASBCA No. 56142 on the basis that termination was justified because of AEON's failure to provide the functionality required by the contract, AEON states that with regard to functionality "all material facts are in dispute" (app. opp'n (56142) at 19). We therefore deny AEON's motion for summary judgment on this basis.

Government's Motion for Summary Judgment

The government argues that it is entitled to judgment in its favor upholding the termination for default as justified and appropriate as a matter of law. In order to prevail, the government must present evidence sufficient to demonstrate that there are no material facts in dispute. As we have already held in addressing the third substantive basis for AEON's motion for summary judgment, the issue of functionality is disputed by the parties, both as to the proper interpretation of the SOW definition and as to the facts of AEON's contract performance. The government's stated bases for default termination of failure to make progress and failure to timely deliver are completely dependent upon the legal and factual determinations associated with functionality. A trial is necessary to fully develop the record as to functionality. We therefore deny the government's motion for summary judgment.

ASBCA No. 56251

In ASBCA No. 56251 AEON appeals from the government's demand for the return of all performance-based payments made under the contract totaling $12,905,117.22. The government's demand is based upon its allegation that none of the performance-based payments were liquidated. (App. mot. (56251) at 6; SOF ¶ 20)

In its motion for summary judgment AEON argues that there are no material facts in dispute and that it is entitled to judgment in its favor as a matter of law because the government's demand for the return of all performance-based payments is contrary to the terms of the contract as well as the intent and actions of the parties (app. mot (56251) at 5-6). AEON further argues that the mutual release in Modification No. P00006 prohibits the government from demanding the repayment of funds paid to AEON prior to 9 January 2006 (app. mot. (56251) at 7, 13-14).

In its opposition to AEON's motion for summary judgment, the government agrees with AEON that there are no material facts in dispute but argues by way of cross-motion that the government, not AEON, is entitled to summary judgment in its favor as a matter of law (gov't opp'n/mot. at 1).

Having already denied the parties' cross-motions for summary judgment as to the propriety of the government's termination of the contract for default above, we hold that

it is premature as a matter of law to address the government's demand for the return of alleged unliquidated performance-based payments as a result of that termination for default.

Both AEON's motion for summary judgment and the government's cross-motion for summary judgment are therefore denied.

CONCLUSION

The motions for summary judgment filed by AEON in ASBCA Nos. 56142 and 56251 as well as the cross-motions for summary judgment filed by the government in both appeals are denied.

Dated: 24 September 2009

DIANA S. DICKINSON
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 Nos. 56142, 56251, Appeals of AEON Group, LLC, rendered in conformance with the Board's Charter.

Dated:

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