

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
ZIOS Corporation) ASBCA No. 56626
)
Under Contract No. W911W4-08-P-0139)

APPEARANCE FOR THE APPELLANT: Ms. Eileen Chu Hing
President & CEO

APPEARANCES FOR THE GOVERNMENT: Craig S. Clarke, Esq.
Army Chief Trial Attorney
LTC Steven P. Cullen, JA
Chief, Trial Team II
CPT Bridget E. Keenan, JA
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE SCOTT
PURSUANT TO RULE 12.3

ZIOS Corporation (ZIOS) timely appealed under the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-613, from the contracting officer's (CO's) final decision terminating for cause its contract with the United States Army's Information Security Command (INSCOM) to secure CISCO SMARTnet equipment maintenance. Appellant elected the Board's Rule 12.3 accelerated procedures, which call for summary fact findings and conclusions. The Board held a hearing on 25 August 2009 on the propriety of the termination for cause. Appellant's *pro se* representative, Eileen Chu Hing, both examined the government's witnesses and appeared as the only witness for appellant. The parties submitted post-hearing briefs.¹ For the reasons set forth below, we deny the appeal.

PRELIMINARY MATTER

Appellant alleged in its complaint that the government had violated the following Federal Acquisition Regulation (FAR) provisions, listed in the order stated in the complaint: FAR 15.306, Exchanges with offerors after receipt of proposals, subsection (e), Limits on exchanges; FAR 3.104-4, Disclosure, protection, and marking of contractor bid or proposal information and source selection information (pertaining to the Procurement Integrity Act); FAR 15.504, Award to successful offeror; FAR 14.407-4,

¹ The Board's 27 August 2009 order called for reply briefs but appellant did not file one.

Mistakes after award; and FAR 24.202, Prohibitions, subsection (a) (pertaining to the Freedom of Information Act).

On 17 August 2009, about a week prior to the hearing, appellant sought to file an amended complaint which, in addition to the violations alleged in its original complaint, further alleged that the government had violated the following statutory and FAR provisions: 41 U.S.C. § 423, Restrictions on disclosing and obtaining contractor bid or proposal information or source selection information (Procurement Integrity Act); 18 U.S.C. § 1905, Disclosure of confidential information generally (criminal violations under Trade Secrets Act); FAR 14.408, Award, subsection 14.408-1(a)(2); FAR 3.104-5, Disqualification; and, FAR 3.104-11, said to cover criminal and civil penalties, and further administrative remedies.²

Due to the proximity of the hearing, the Board sustained the government's objection to the amended complaint, noted that it did not have jurisdiction over criminal matters, and advised that it would deem the parties' pleadings to conform to their proof established at the hearing and otherwise by the record (8/20/09 conf. call memo).

At the hearing, appellant again moved to amend its complaint in accordance with its 17 August 2009 submission (*e.g.*, tr. 249-50). It also added new allegations that the government had violated the following: 5 U.S.C. § 552a., Records maintained on individuals (Privacy Act) (tr. 287); FAR 14.404-1, Cancellation of invitations after opening, subsection (d) (tr. 269); FAR 52.212, the Contract Terms and Conditions-Commercial Items clause, subsections (c), Changes, (d), Disputes, and (p), Limitation of liability (tr. 277); and FAR 52-233-4, the Applicable Law for Breach of Contract Claim clause (*id.*) The presiding judge reserved ruling pending consideration by the full panel and accepted the government's general denial should any such amendments be allowed. The judge again stated that the Board could not entertain allegations that it did not have jurisdiction to consider, including alleged criminal violations. (Tr. 239, 248, 250, 261, 269-70) The judge also noted, as she had prior to the hearing, that appellant had not filed any CDA claims with the CO (*e.g.*, tr. 50, 237-39; 7/13/09 conf. call memo).

² Appellant's quotations from FAR provisions in its complaint and proposed amended complaint did not always conform to the July 2008 edition of the FAR in effect on the date of contract award and it is not clear to which FAR edition appellant was citing. For example, appellant's quotation purportedly from FAR 3.104-4 was actually from FAR 3.104-3, and its quotation purportedly from FAR 3.104-5 was actually from FAR 3.104-4. Additionally, the cited FAR 3.104-11 was removed from the FAR effective 4 April 2002. FAR 3.104-8 now covers criminal and civil penalties and further administrative remedies.

In addition to lacking jurisdiction over criminal matters, the Board lacks jurisdiction under the CDA to consider contractor claims that were not first submitted to the CO for decision. 41 U.S.C. § 605(a); *Paragon Energy Corp. v. United States*, 645 F.2d 966, 967 (Ct. Cl. 1981); *Todd Pacific Shipyards Corp.*, ASBCA No. 55126, 06-2 BCA ¶ 33,421 at 165,687. To the extent that appellant's proposed complaint amendments may be raising any cognizable allegations of statutory and regulatory violations as defenses to the termination of its contract, the record establishes that the alleged violations are immaterial because, as set forth below, appellant accepted and elected to continue with the contract regardless of the alleged violations, which are irrelevant to the termination in any case.

We deny appellant's motions to amend its complaint.

SUMMARY FINDINGS OF FACT

1. On 28 July 2008 INSCOM issued a commercial items small business set-aside solicitation, with a 31 July 2008 response date, to obtain SMARTnet maintenance by Cisco Systems Inc. (CISCO) for the First Information Operations Command's (1st IO's) computer equipment. The awardee would be an intermediary vendor. Contract line item numbers (CLINs) 0001 and 0002 covered maintenance for equipment at Fort Belvoir, Virginia, and CLIN 0003 covered equipment at various "RCERTS" (Regional Computer Emergency Response Teams) worldwide. The equipment was identified by serial numbers. (R4, tab 1 at 1, 8, 11, 15 of 16; app. supp. R4, tab S at 1, 3-10 of 24, *et seq.*; tr. 14-15, 25)

2. The solicitation called for contract award to the responsible contractor whose offer conformed to the solicitation and would be the most advantageous to the government. Price, delivery, warranty, and technical capability were to be the determining factors. (App. supp. R4, tab S at 1 of 24)

3. The solicitation and contract required "[e]xclusive CISCO contract with the CISCO 7 digit contract number provided to the customer within 5 days of contract award" (R4, tab 1 at 8, 13, 15 of 16; app. supp. R4, tab S at 4, 8, 9 of 24). CLINs 0001 and 0002 required a minimum of six logins by the customer's chief communications officer (CCO) "with full access to the contract provided to the customer within 5 days of contract award" (R4, tab 1 at 8, 13 of 16; app. supp. R4 tab S at 4, 8 of 24).

4. Obtaining CISCO SMARTnet coverage was "mission critical" for INSCOM, particularly for equipment serving government operations in Iraq and Afghanistan (tr. 25, 96-97). The prior CISCO maintenance contract would expire on 23 August 2008 (R4, tab 19 at 73; tr. 149).

5. On 31 July 2008 ZIOS e-mailed its solicitation response, which gave a 30 July 2008 “order date” and stated “Quote is good for 30 days” (app. supp. R4, tab B at 2).

6. At the time of the solicitation, ZIOS, run by Ms. Hing, its sole employee, purported to be a two-tier reseller. As such, it could not buy directly from CISCO. It had to purchase SMARTnet through an authorized CISCO distributor or reseller that purchases it from CISCO. The government needs CISCO contract numbers in order to receive CISCO maintenance. After it obtains SMARTnet maintenance coverage from a reseller, the government deals directly with CISCO. (See R4, tab 10 at 38, tab 19 at 72; tr. 16-18, 20-21, 81, 83, 94, 342)

7. The government made a pre-award inquiry as to whether ZIOS was technically acceptable as a two-tier reseller. Ms. Carol Dumproff, deputy to the chief of the automation section of 1st IO, the government’s end-user, was responsible for its computer procurement needs. She was not part of INSCOM’s contracting office. At the request of contract specialist Gustavo Martir, she telephoned Ms. Hing and asked about ZIOS’ two-tier plan. Ms. Hing responded that ZIOS would go through Ingram (sometimes “Ingram Micro”) or PCMallGov. Ms. Dumproff told Ms. Hing that she wanted to check with CISCO concerning valid distributors. The CISCO representative Ms. Dumproff consulted recommended Ingram but not PCMallGov and Ms. Dumproff so informed Ms. Hing and Mr. Martir. (Tr. 13-14, 16, 20, 25-26, 31, 78-80, 98, 165)

8. In a 4 August 2008 e-mail to Mr. Martir, Ms. Hing stated: “As requested, attached is the revised quote committing to using Ingram Micro as the distributor of Cisco products and services from ZIOS Corporation” (app. supp. R4, tab A at 1). The quote was the same as ZIOS’ original one except it added: “ZIOS will use IngramMicro as the distributor for CISCO products” (*id.* at 2).

9. INSCOM awarded the contract to ZIOS on 4 September 2008, 31 days after the 4 August 2008 e-mail. The contract stated that the award was effective 22 August 2008. CO Robert E. Jones signed the contract, which did not require signature on behalf of ZIOS. ZIOS received notification of the award on 5 September 2008. CO Jones testified that the contract incorporated the solicitation by reference. The record copy of the contract does not, however, specifically incorporate the solicitation by reference and, as appellant points out, it does not contain option years or maintenance subscription effective dates, unlike the solicitation. (R4, tab 1 at 1 of 16, tab 21 at second page; app. supp. R4, tabs R, S; tr. 94, 127-28, 182-84, 202-03) At the time of award, the government was without maintenance coverage, due to the expiration of the prior contract on 23 August 2008. CISCO had agreed to provide emergency services if needed. (Tr. 97, 150) Even measured from the 5 September 2008 notice date, rather than from the contract-specified 4 September 2008 award date, ZIOS was required to provide

the government with the CISCO maintenance agreement and CISCO contract number by 10 September 2008.

10. The contract incorporated by reference the FAR 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007) clause (R4, tab 1 at 7 of 16), which provides in part:

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity....

....

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

11. Ms. Hing acknowledged at the hearing that, at the time of contract award, ZIOS did not protest or contend that the contract was void because it was awarded late, or that it was invalid because the government had violated any statutory or regulatory provisions. It “wanted the contract.” (Tr. 261-62) ZIOS also did not assert at the time of award that the contract was invalid because it differed from the solicitation. If there are differences between the solicitation and the contract, they are not material or relevant to this dispute. The contract requirements described in finding 3 did not vary and, as stated above and below (finding 17), appellant wanted and accepted the contract and elected not to withdraw from it when given the opportunity.

12. On or before 8 September 2008, Ms. Hing informed the CO that ZIOS would require at least 14 days to obtain the required CISCO maintenance agreement and that it might not be in effect until 24 September 2008. The CO responded to Ms. Hing by e-mail of 8 September 2008 that, in accordance with the solicitation, the vendor was to have the CISCO contract number in place within five days of award. He stated:

At this time, the 9/24/2008 suspense date is unacceptable.
At this time I would like to request that the Zios Corporation approach this matter with the utmost sense of urgency and have the maintenance agreement in place ASAP.

(App. supp. R4, tab H at 1 of 1) The CO notified Ms. Dumproff and Mr. Martir internally that he intended to insist that ZIOS have the maintenance agreement in place “prior to the 9/24/08 suspense date she has given us” (R4, tab 4 at 2; tr. 194-95, 223-24).

13. On 8 September 2008 a CISCO representative notified Ms. Dumproff, who notified the CO, that ZIOS was not a CISCO certified partner/reseller and could not order SMARTnet directly from CISCO or through another CISCO certified partner/reseller (R4, tab 18 at 66).

14. On 9 September 2008 the CO agreed with Ms. Hing to extend the contract’s due date for provision of the CISCO maintenance agreement to 12 September 2008. She had forwarded to him a 9 September 2008 notice from CISCO that welcomed ZIOS as a CISCO-registered partner and notified ZIOS of a process whereby it could apply to obtain CISCO’s entry-level certification. (App. supp. R4, tab I at 1 of 3; tr. 106-07) Later on 9 September 2008, a CISCO representative notified Ms. Dumproff and the CO that ZIOS had just registered as a partner and was not able to order directly from CISCO. The representative stated that she was attempting to determine whether ZIOS had an agreement with a distribution partner that would enable an order to be placed with CISCO. (R4, tab 12 at 47) Ms. Hing testified at the hearing that ZIOS had registered as a partner with CISCO in May 2008, prior to contract award. However, she acknowledged that she had decided at the time not to “click” on the computer prompt that called for acceptance of the CISCO registered partner agreement. (Tr. 296-99, 321)

15. On 10 September 2008, pursuant to Ms. Hing’s request, the CO, the acting Director of INSCOM, a small business representative, and government legal staff engaged in a teleconference with her. By that time, the CO’s concerns about contract completion had increased. Ms. Hing informed the government, and it accepted, that some of the solicitation’s serial numbers were incorrect. She also alleged that time had been lost because the government had coerced her into dealing with Ingram and that she had wanted to use PC Mall Gov. The CO testified credibly, and we find, that he did not care which distributor ZIOS used as long as the arrangement was valid. The government

acquiesced in ZIOS' desire to work with PCMallGov; it agreed that ZIOS would proceed with only the correct serial numbers; and it extended the contract deadline to 16 September 2008. (R4, tab 7 at 30, tab 8 at 33, tab 9 at 34, tab 11; tr. 84, 105-13, 322)

16. Ms. Hing volunteered at the hearing that she had misrepresented to the government that ZIOS was attempting to use Ingram:

I continued interference with the [CO], the end user, and CISCO. They did not want me to execute [perform] in time. They were trying to figure out how I was doing this.

So I actually distracted them by pretending that I was putting the order through Ingram when I was executing through PCMallGov.

ADMIN. JUDGE SCOTT: You did?

THE WITNESS: Yes, I did.

(Tr. 352-53)

17. At some point after 12 September 2008, when the CO was concerned that ZIOS would not be able to deliver, he gave ZIOS the opportunity to withdraw from the contract but ZIOS declined. It wanted to continue because it wanted the money. (Tr. 101, 222-23, 354)

18. ZIOS did not deliver the required CISCO maintenance agreement and contract number to the government by the 16 September 2008 extended due date. By e-mail to the CO on that date, Ms. Hing stated that “[t]he orders have been processed and are awaiting a Cisco contract number” (R4, tab 7 at 32). By e-mail of 17 September 2008, the CO inquired of Ms. Hing whether there was a maintenance agreement in place and requested that, if so, she forward supporting documentation from CISCO showing the CISCO contract number (R4, tab 7 at 30).

19. At some point, ZIOS signed a purchase order with PCMallGov. However, at some time after contract award, various CISCO personnel advised Ms. Hing that CISCO would not accept a teaming arrangement with PCMallGov. PCMallGov had sent her a written teaming agreement, which she did not sign. (Tr. 302, 307-17)

20. By e-mail to the CO of 18 September 2008, Ms. Hing listed what she represented to be CISCO contract numbers (R4, tab 5 at 25). As of that time, PCMallGov was attempting to work through Ingram to obtain the CISCO contract

numbers for ZIOS (*see* app. supp. R4, tab O at 2, 3 of 5). Ms. Hing later informed the CO that the numbers were actually transaction or quote numbers that, once accepted by CISCO, would turn into contract numbers (tr. 120).

21. On or about 19 September 2008, CISCO informed the CO that the numbers ZIOS gave were not valid CISCO contract numbers (tr. 119-20; *see also* R4, tab 4 at 16).

22. On or about 23 September 2008, PCMallGov informed Ms. Hing that CISCO had cancelled the orders placed for ZIOS; CISCO informed the CO that it had cancelled the transaction because ZIOS was not a certified or authorized buyer or reseller; and Ms. Hing accused the government of engineering the cancellation. The CO testified credibly, and we find, that CISCO acted on its own behalf and the government had nothing to do with it. (Tr. 121, 124, 286-87, 344; *see also* app. supp. R4, tab O at 1 of 5) There is no credible evidence that ZIOS ever became a CISCO authorized buyer or reseller prior to the government's termination of its contract.

23. The CO reasonably determined that ZIOS would not be able to perform the contract and that INSCOM was at risk of mission failure, with no CISCO maintenance agreement in place. On 24 September 2008 he issued his final decision terminating ZIOS' contract for cause. (R4, tab 3; tr. 121-24) It is apparent that, even if the CO had not earlier rejected ZIOS' proposed 24 September 2008 contract due date (finding 12), ZIOS would not have been able to supply the requisite CISCO maintenance agreement and contract number by that date.

24. INSCOM awarded the contract to the next lowest offeror and the CO determined not to assess excess procurement costs against ZIOS (tr. 124, 226-27).

25. There is no evidence that the government acted in bad faith or maliciously toward ZIOS, that it plotted and conspired with CISCO to sabotage ZIOS' contract performance, that it failed to cooperate with ZIOS or otherwise breached the contract, or that the CO was arbitrary or capricious or abused his discretion in terminating the contract.

THE PARTIES' CONTENTIONS

The government contends that appellant's contract was properly terminated for cause because, among other reasons pertaining to alleged misrepresentations by appellant, it did not deliver the required CISCO maintenance agreement and contract number by the twice-extended contract due date, and it had become evident to the CO by the time he terminated the contract that appellant would not be able to perform.

Appellant alleges that the termination was improper and must be converted to a termination for convenience because, among other things, including the alleged statutory and FAR violations mentioned above: (1) appellant fully performed the contract; (2) the contract was void because appellant's offer was only good for 30 days and had expired by the time it received notification of award; (3) the contract was invalid because it differed from the solicitation; (4) the government provided invalid serial numbers, knowing that appellant would have to contend with them; and (5) the government breached the contract in several respects, including that it failed to cooperate with appellant and, with malicious intent, it plotted and conspired with CISCO to sabotage appellant's contract performance.

GOVERNING LAW

The government bears the burden to prove that its termination for cause of appellant's commercial items contract was justified. If it meets that burden, the burden shifts to appellant to establish that its default was excusable, *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987); *Free & Ben, Inc.*, ASBCA No. 56129, 09-1 BCA ¶ 34,127 at 168,741; *Double B Enterprises, Inc.*, ASBCA Nos. 52010, 52192, 01-1 BCA ¶ 31,396 at 155,110, or that the CO's termination decision was arbitrary or capricious or an abuse of his discretion, *Darwin Construction Co. v. United States*, 811 F.2d 593, 598 (Fed. Cir. 1987); *Shubhada Industries, Inc.*, ASBCA No. 54016, 08-1 BCA ¶ 33,733 at 167,017.

Each party to a contract is subject to the implicit duties of good faith and fair dealing. *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005). A failure to cooperate with the other party may violate the duty of good faith and result in a contract breach. *Free & Ben, Inc.*, 09-1 BCA ¶ 34,127 at 168,742. When the government is accused of failing to cooperate, we examine the reasonableness of its actions, considering all of the circumstances. *Id.* (quoting *Coastal Government Services, Inc.*, ASBCA No. 50283, 99-1 BCA ¶ 30,348 at 150,088). Appellant's allegation that the government acted maliciously towards it, with deliberate intent to prevent it from performing, is tantamount to an allegation that the CO abused his discretion and also acted in bad faith in administering and in terminating its contract. See *McDonnell Douglas Corp. v. United States*, 182 F.3d 1319, 1326 (Fed. Cir. 1999), *cert. denied*, 529 U.S. 1097 (2000). However, government officials are presumed to act in good faith and a contractor has a heavy burden to prove otherwise. *IMS Engineers-Architects, P.C.*, ASBCA No. 53471, 06-1 BCA ¶ 33,231 at 164,672, *recon. granted in part on other grounds*, 07-1 BCA ¶ 33,467, *aff'd*, 274 Fed. Appx. 898 (Fed. Cir. 2008).

SUMMARY CONCLUSIONS

Government's Termination of Appellant's Contract for Cause was Proper

Contrary to its contention, appellant clearly did not perform its contract, which required that, within 5 days of award, it deliver to the government a CISCO SMARTnet maintenance agreement, with the CISCO contract number, and that the CCO be able to login and the government have full access (findings 1, 3). Even measured from the 5 September 2008 award notice date, the CISCO maintenance agreement and contract number were originally due by 10 September 2008 (finding 9).

The CO twice extended the contract performance due date, culminating in a due date of 16 September 2008 (findings 14, 15). On 10 September 2008, upon notice from appellant, the government accepted that some serial numbers were incorrect and agreed that appellant was to use only the correct ones. Thus, the incorrect serial number issue was resolved six days before the extended contract due date – a longer period of time than appellant's original five-day required contract performance period. (Findings 3, 15) Appellant's contention that the incorrect numbers invalidated its contract is without merit.

On 10 September 2008 the government also confirmed that appellant could use the CISCO distributor of its choice. The CO did not care, as long as the arrangement was valid. In any case, despite its revised proposal and its representations to the government, appellant had never attempted to use Ingram. It had gone through PCMallGov, which was unsuccessful in obtaining a CISCO agreement. PCMallGov ultimately attempted to go through Ingram, again unsuccessfully. (Findings 8, 15, 16, 19, 20, 22)

Appellant did not deliver the required CISCO maintenance agreement and contract number to the government by the 16 September 2008 extended due date. CISCO would not accept a transaction involving appellant because it was not a certified or authorized CISCO buyer or reseller. On 23 September 2008 CISCO so notified the CO, who considered that INSCOM was at risk of mission failure, with no CISCO maintenance agreement in place, and reasonably determined that appellant would not be able to perform the contract. On 24 September 2008 the CO issued his final decision terminating appellant's contract for cause. It is apparent that, even if the CO had not earlier rejected appellant's proposed 24 September 2008 extended contract due date, appellant would not have been able to supply the CISCO maintenance agreement and contract number by that date. (Findings 12, 13, 18, 22, 23)

The government has met its burden to prove that it properly terminated appellant's contract for cause pursuant to the contract's Commercial Items clause (finding 10).

Appellant's Default Was Not Excusable

Assuming the government missed the 30-day offer period in appellant's quotations, and considering appellant's other remaining contentions, appellant waived any argument that the contract was void or invalid when it accepted the award. Appellant wanted the contract and it did not withdraw from it when the CO gave it the opportunity after award. (Findings 11, 17; *see also* findings 5, 8)

There is no evidence that the government acted in bad faith or maliciously toward appellant, that it plotted and conspired with CISCO to sabotage appellant's contract performance, that it failed to cooperate with appellant or otherwise breached the contract, or that the CO was arbitrary or capricious or abused his discretion in terminating the contract. Indeed, the record reflects that the government was patient with and cooperated with appellant. CISCO declined to allow appellant to secure a maintenance agreement through PCMallGov, even when PCMallGov attempted to go through Ingram, because appellant was not a certified or authorized buyer or reseller. The government had nothing to do with CISCO's decision. (Findings 13, 19-22, 25)

Appellant relied in part upon uncorroborated hearsay at the hearing and unsubstantiated arguments. Argument is not proof. *Shubhada Industries, Inc.*, 08-1 BCA ¶ 33,733 at 167,019. Ms. Hing, appellant's only witness, undermined her own credibility when she volunteered that she had deliberately misled the government (*see* finding 16).

Appellant has not met its burden to prove that its failure to perform was excusable or that the CO's termination decision was arbitrary or capricious or an abuse of his discretion.

DECISION

We deny the appeal.

Dated: 5 January 2010

CHERYL L. SCOTT
Administrative Judge
Armed Services Board
of Contract Appeals

(Signature continued)

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. 56626, Appeal of ZIOS Corporation, rendered in conformance with the Board's Charter.

Dated:

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