

U.S. Department of Labor

Board of Contract Appeals
1111 20th Street, N.W.
Washington, D.C. 20036



DATED: November 5, 1985

Case No. 1985-BCA-14

In the Matter of:

JOINT JOB TRAINING AND
RESEARCH, INC.

Contract Nos. 99-8-1423-92-10
99-0-1423-92-19

DECISION AND ORDER

The U.S. Department of Labor (hereinafter the "Department"), as represented by the Contract officer for Audit Resolution (hereinafter the "Contract Officer"), and the Joint Job Training and Research, Inc. (hereinafter the "Contractor"), have agreed to the following in the above-captioned matter:

The Department and the Contractor entered into Contract Numbers 99-8-1423-92-10 and 99-0-1423-92-19, under the Comprehensive Employment and Training Act, which together with any and all amendments, changes, modifications hereto are hereafter referred to as "the Contracts";

On August 23, 1984, the Contract Officer issued his Final Decision, based on Audit Report No. 11-3-813-03-350, covering the period April 1, 1978 through February 28, 1982, disallowing \$12,668.00 in costs.

The Contractor appealed the Final Decision on November 7, 1984 and the case was docketed as 85-BCA-14.

The parties desire to resolve this matter without the necessity of additional litigation;

The parties have stipulated and further agreed:

1. The Contract Officer and the Contract Officer's attorney have reviewed this case and the evidentiary documents submitted by the Contractor, and have determined that, consistent with law and policy, it is in the best interest of the Government to accept the Contractor's offer of \$6,800.00 in full satisfaction of the amount disallowed and now on appeal.

a. In consideration of the settlement, the Contractor agreed to release and waive all claims to recovery of the portion of the escalator rent charges for 1981 attributable to the Department's Contracts in the amount of \$4,876.50. The Contractor further agreed to release and waive all other claims against the Department arising under these Contracts.

2. The Contractor agreed to repay the Department \$6,800.00 in cash from non-Federal sources not later than 30 days following the Board of Contract Appeal's Order of Dismissal.

a. Payment shall be made by mailing a certified check made payable to the U.S. Department of Labor to David O. Williams, Administrator, Office of Program and Fiscal Integrity, U.S. Department of Labor, Room 8400, Employment and Training Administration, 601 D Street, N.W., Washington, D.C. 20213.

3. Upon any breach of the Settlement Agreement, incorporated herein by reference, on the part of the Contractor, the original amount of \$12,668.00 plus interest, accrued from 30 days after the Final Decision, and any applicable penalty, processing and handling fees will be due to immediate payment.

4. In the event that the Contractor defaults on repayment in accordance with the Settlement Agreement, nothing in its contents shall prevent the Department from pursuing action against it in accordance with 31 U.S.C. §3711 et seq., 4 C.F.R. 101.1 et seq. and 29 C.F.R. Part 20.

5. Each party has agreed to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

6. The parties, in accordance with their agreement, seek dismissal of Case No. 85-BCA-14 with prejudice. Accordingly:

ORDER

IT IS ORDERED that this matter be, and hereby is, DISMISSED with prejudice.

NAHUM LITT
Chief Judge and Chairman of
the Board of Contract Appeals

STUART A. LEVIN
Administrative Law Judge and
Member of the Board of Contract
Appeals

GLENN R. LAWRENCE

Administrative Law Judge and
Member of the Board of Contract
Appeals

Washington, D.C.
SAL:Jeh