

U.S. Department of Labor

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



DATE: 19 Feb 1987
CASE NO.: 87-BCA-2

IN THE APPEAL OF

INTELCOM EDUCATIONAL SERVICES, INC.
APPELLANT

v.

U.S. DEPARTMENT OF LABOR
RESPONDENT

CONTRACT NO. 09-5-209-03-370

ORDER OF DISMISSAL

In consideration of the joint Motion to Dismiss filed by the parties on February 13, 1987, requesting dismissal of this case with prejudice because the parties have reached a settlement, the Stipulation of Settlement being attached to the Motion, it is this 17th day of February, 1987,

ORDERED that this case be dismissed with prejudice.

EDWARD TERHUNE MILLER
Administrative Law Judge and
Member, Board of Contract Appeals

Washington, D.C.

ETM: paw

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of

INTELCOM EDUCATIONAL SERVICES, INC.,

Appellant,

Case No. 87-BCA-2

Contract Nos. 5-JC-873-27,
2-83-JC-04-34 and
JC-RX-83-02

STIPULATION OF SETTLEMENT

The Contract Officer, by his attorneys, and Intelcom Educational Services, Inc., (Intelcom) by its Secretary, hereby agree and stipulate as follows:

1. By final decision dated July 18, 1986, the Contract Officer disallowed \$1,320,720 in costs associated with the above referenced contracts.

2. Intelcom timely appealed the final decision and the matter is pending before the Department of Labor, Office of Administrative Law Judges, as Case No. 87-BCA-2.

3. Appellant subsequently submitted additional documentation addressing costs disallowed in Findings II (missing payroll register) and VI (GSA costs exceeded documented expenses) in the final determination. After consideration appellant's documentation, the Contract Officer is prepared to allow salary payments, of \$1,286,585, previously disallowed under Finding II, and G&A costs of \$31,931, previously disallowed under Finding VI. Amounts disallowed under Findings I and IV of the final determination, in the aggregate amount of \$2,204, remain disallowed. The amount due and owing the Government is hereby reduced to \$2,204, which amount constitutes an established debt by Intelcom not subject to further review by any administrative Board or Court.

4. The sum of \$2,204, if paid by Intelcom from non-federal sources and in accordance with the terms set out in paragraph 5, below, will be accepted by the Government in full, final and complete settlement of the Government's claims against Intelcom arising from the final decision.

5. The terms of payment shall be cashier's check payable

to "U.S. Department of Labor", mailed within 30 days of the effective date of this agreement to:

Mr. Louis R. Garibay
U.S. Department of Labor/ETA
Office of Job Corps
555 Griffin Square Bldg., Suite 403
Griffin and Young Streets
Dallas, TX 75202

6. Should Intelcom default for more than 30 days in making the payment required by this agreement, the unpaid balance shall be subject to interest and collection procedures pursuant to the standards set out in 4 C.F.R. Chapter II.

7. Each party shall bear its own costs and neither Intelcom nor counsel to Intelcom shall seek funds under the Equal Access to Justice Act regarding any aspect of this matter.

8. This stipulation of settlement shall be the basis upon which the parties seek dismissal of Case No. 87-BCA-2 with prejudice.

The parties have executed this stipulation of settlement effective as of the last date of signing below:

BRUCE U. GLASS
Secretary
Intelcom Educational
Services, Inc.

4 February 1987
Date

CHARLES D. RAYMOND
Acting Associate Solicitor
for Employment and Training

HARRY L. SHEINFELD
Counsel for Litigation

CHARLES F. JAMES
Attorney

Attorneys for the
Contract Officer

1-30-87
Date