



CONTRACT LAW DIVISION

Office of the Assistant General Counsel for Finance and Litigation



Biweekly Report—Period Ending February 27, 1999

ETE v. DOC—CV 98-7237-U.S. District Court for the Eastern District of New York

This case arises out of a fire on the NOAA ship Ron Brown, while the contractor was performing a ship repair contract on the vessel. We discovered that the surety had paid the contractor in full, which is almost \$200,000 more than the limit of the surety's liability under the terms of the contract. The contractor's claim represents, *inter alia*, an attempt to collect the excess on behalf of the carrier. The surety was not named as a real party in interest in the suit, and, it appears, never designated the Government as a named insured as required by the contract. It also appears that the underlying policy may have a waiver of subrogation for named insureds. We may have an argument that as the contractor has been paid in full with no right of subrogation, the claim would be rendered moot. (Ken Lechter)

Bureau of Census Post-Enumeration Survey

We are advising the Bureau of Census whether it would be appropriate to use its existing contract for the purchase or lease of laptop computers to assist in the 2000 Census' Post-Enumeration Survey, which attempts to validate the accuracy of returned questionnaires. (Fred Kopatich)

Data Capture System 2000

We are working the Census Bureau to review a major modification to the data capture system contract, which implements Phase II of the program at a significant increase in contract cost. (Fred Kopatich)

Arthur E. Lees v. DoC—GAO No. B-281954.2

A supplemental protest has been filed against the award of a personal services contract for ITA's USFCS. The requirement in question is for the position for a commercial representative at the U.S. Consulate in Chengdu, People's Republic of China. The Department, together with the U.S. Department of State, intends to file a motion to dismiss as soon as possible. In a related matter, this protestor has filed a claim with the Armed Services Board of Contract Appeals (Department of State's claims appeal forum) claiming an adjustment to a personal services contract previously held by the protestor. (Lisa J. Obayashi)

Domain Name Project

The GAO dismissed the five protests filed to challenge the NTIA announcement of its intent to issue a sole source award to the Internet Corporation for Assigned Names and Numbers. On February 9, 1999, NIST, on behalf of NTIA, issued a revised CBD announcement. After publication of the CBD notice, CLD filed a motion to dismiss the five protests. The GAO dismissed the five protests in light of the revision of the CBD notice. (Catherine Shea)

WX DATA, Inc. v. DoC —GAO B-282080-1

GAO has dismissed WX DATA, Inc.'s protest against the award of a contract for upper air radiosonde observations. The basis of WX DATA, Inc.'s protest was that the awardee did not meet the contract requirements. The Government requested that the protest be dismissed on timeliness grounds as well as a failure to state a valid basis for protest. GAO held that protestor's complaints are mainly contract administration matters which GAO will generally not review. (Lisa J. Obayashi)

CLD "Time to Complete"—4.8 Days

Actions by Contract Law Division during From 2/14/99 To 2/27/99

Bureau	Received	Completed
ITA	1	1
NIST	2	3
NOAA	12	5
PTO	1	1
Total	16	10

Contract Law Division—Client Workload Period Ending 02/27/99

