BRIEFING PAPERS® SECOND SERIES

PRACTICAL TIGHT-KNIT BRIEFINGS INCLUDING ACTION GUIDELINES ON GOVERNMENT CONTRACT TOPICS

Sign On The Dotted Line: Boards Of Contract Appeals Issue Cluster Of Recent Decisions Addressing Impact And Scope Of Contractor Releases

By Amanda J. Sherwood[*]

Few areas of contract administration are as fraught with potential unintended consequences as the releases so often included in contract modifications and settlement agreements. While releases can provide the clean slate that parties need to resolve past issues and move forward with contract performance, they can also be weaponized in future disputes to bar relief. As discussed in this BRIEFING PAPER, the boards of contract appeals have issued six recent cases helpfully interpreting the scope of releases and providing guidance as to when such releases are dispositive and when extrinsic evidence is required to evaluate their coverage. Combined, these cases highlight the importance of the clarity of the written word: where releases contain clear and unambiguous language, boards will apply them broadly, but language susceptible to multiple interpretations can become mired in battling proffers of extrinsic evidence.

Let It Go Or Save It For Later

Releases come in many sizes and flavors. First, it is important to note that "release and accord and satisfaction are separate contractual defenses," and bilateral contract modifications may qualify as both.[1] The U.S. Court of Appeals for the Federal Circuit distinguishes between the two defenses as follows: (1) in an accord and satisfaction, "a claim is discharged because some performance other than that which was claimed to be due is accepted as full satisfaction of the claim," and (2) "[a] release is a contract whereby a party abandons a claim or relinquishes a right that could be asserted against another."[2] While many disputes involve both theories, this article focuses on releases.

Second, case law has developed a distinction between general and specific releases. "[A] contractor who executes a general release is thereafter barred from maintaining a suit for damages or for additional compensation under the contract based upon events that occurred prior to the execution of the release."[3]

---

[*] *Amanda Sherwood is a member of Arnold & Porter's Government Contracts practice and resident in the firm's Washington, D.C. office. Together with her colleagues, she counsels and litigates on behalf of federal and state government contractors and grantees.*

IN THIS ISSUE:

There are only "special and limited situations in which a claim may be prosecuted despite the execution of a general release," including: "a mutual mistake where neither party intended to release a certain claim; where the parties' post release conduct indicates that the parties did not intend to abandon the claim; where the inclusion of a claim in a release was an obvious mistake; in situations involving fraud or duress; and when the contracting officer knows that the contractor is asserting a right to additional compensation, even though a formal claim has not been filed."[4] By contrast, a specific or conditional release only bars certain future claims.[5]

To determine if a general or specific release is at issue, like all matters of contract interpretation, the boards first consider whether the clear language of a release renders its scope clear and unambiguous.[6] "[I]f the provisions are clear and unambiguous, they must be given their plain and ordinary meaning" without resorting to extrinsic evidence.[7] However, if a release is neither "unambiguous" nor "iron clad," the tribunal will "allow consideration of the circumstances surrounding the release to determine its meaning."[8] The emphasis of the interpretation exercise "focus[es] on the intent of the parties at the time the release is executed," as divined from the document itself, "the parties' conduct leading up to the modification," and "the conduct of the parties after a contract modification has been signed."[9]

With that background, let's dive into recent board interpretation of contested releases.

Recent Case Law Addressing Releases

KUNJ Construction Corp.

First, in *KUNJ Construction Corp.*,[10] the Armed Services Board of Contract Appeals (ASBCA) held that a lack of clarity regarding the intended scope of releases in a series of bilateral modifications precluded summary judgment as to their impact. A contractor holding a firm-fixed-price task order to replace the Central Base Fire System at the Philadelphia Naval Business Center submitted a claim seeking increased costs for alleged Navy-caused delays, ranging from imposition of unnecessarily onerous security requirements, preventing building access, and delaying necessary authorizations. After the contracting officer largely denied the claim, the contractor appealed to the ASBCA, where the parties cross-moved for summary judgment on the Navy's asserted defense of release.

The Navy argued that the following release language in three bilateral modifications barred the contractor's claims:

> Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.[11]

The Navy contended that this language either constituted a general release, barring all claims arising prior to each modification, or at least barred claims concerning the subject matter and time periods addressed by the modifications, which the Navy argued encompassed the contractor's claim. The contractor responded that the phrase "work as herein revised" limited the scope of the release to the specific subject matter addressed in the modification, which from the contractor's point of view, differed from the subject matter of its claim.[12]

The ASBCA concluded that the modifications did not qualify as a general release of the contractor's claim, focusing on the plain language of the releases, which did not "clearly and unambiguously embrace all pre-modification claims" so as to evidence a "meeting of the minds" to release unreferenced claims.[13] Instead, "determining the scope of the claims barred by that clause requires a deter-

Editor: Valerie L. Gross

Briefing Papers® (ISSN 0007-0025) is published monthly, except January (two issues) and copyrighted by Thomson Reuters, 610 Opperman Drive, P.O. Box 64526, St. Paul, MN 55164-0526. Customer Service: (800) 328-4880. POSTMASTER: Send address changes to Briefing Papers, 610 Opperman Drive, P.O. Box 64526, St. Paul, MN 55164-0526.

mination of the parties' intent through examination of the bilateral modification as a whole in the context of the claim at issue and, if necessary, extrinsic evidence."[14]

The board analyzed two prior cases interpreting the scope of a release relating to the "work as herein revised," which reached contrary results. In the first, *Collazo Contractors, Inc.*,[15] the board found that the agreement as a whole did not demonstrate that the parties reached a "meeting of the minds" regarding the "work" to which this language referred, requiring further evidence to determine the scope of the release. By contrast, in the second, *Coastal Environmental Group, Inc.*,[16] the board found that the surrounding language in the modification made clear that the parties intended for "work as herein revised" to refer to all "work specified in the contract," effecting a general release. Here, the board found that the overall text of the release did not reflect agreement on the meaning of the "work as herein revised," so it could not constitute a general release.[17]

After reading the contract modifications as a whole, the board held that language was too ambiguous for the board to grant summary judgment on the issue of whether the releases specifically barred the subject matter of the contractor's current delay claim. While the modifications "do not preclude the possibility that the parties intended to resolve all claims for delay during the extension periods provided by, or the changed work in the secure areas addressed by, the modifications," neither did the modifications expressly state that this was their intent.[18] Rather, "the reasons for the modifications' time extensions are unknown, the connections between the work in the secure areas addressed by the modifications and the claims are not clear, and the releases drafted and inserted by the Navy do not indisputably reveal the parties' intentions."[19] Extrinsic evidence was needed to resolve these factual issues.[20]

Haskell Co.

The board also found a release insufficiently clear to resolve on summary judgment in *Haskell Co.*[21] The contractor and the Navy signed a bilateral contract modification for "Design Phase Changes" to a firm-fixed-price contract to design and build a joint reserve center. The modification included language stating it was "an accord and satisfaction," which was unqualified and contained no reservation of rights. The contractor later submitted a claim for delays during the construction phase of the project, which the Navy argued was barred by either release or accord and satisfaction.

The board addressed the two doctrines together and found that a dispute over material facts, specifically over the parties' intent when signing the modification, precluded summary judgment. First, the board explained that "Mod 1's plain language appears to limit the release to those costs directly resulting from the design changes," and not for any future changes during the construction phase.[22] Second, the board considered a contractor declaration that asserted the signatory "had no intention of waiving [any] rights for future change requests or claims when he signed the modification," an assertion the board credited at the summary judgment phase and contrasted with the Navy's failure to submit a declaration from its signatory.[23] Third, the board likewise found the parties' conduct, which included negotiating other price proposals related to delay during the construction phase, supported that the release was limited.[24] In sum, the board found that the Navy could not demonstrate a "meeting of the minds" regarding the scope of release sufficient to prematurely end the contractor's request for relief.[25]

Enfield Enterprises, Inc.

The boards of contract appeals explored the standard governing what language is sufficiently clear to constitute a general release in two decisions in early 2024. To consider the simpler example first, the Civilian Board of Contract Appeals (CBCA) enforced a general release in *Enfield Enterprises, Inc. v. Department of Homeland Security*.[26] The parties modified the subject contract for the renovation of a Coast Guard Station in Grand Isle, Louisiana four times. The first three modifications extended the time for performance, cumulatively from May 5, 2020, through November 1, 2020. The fourth modification, executed on March 2, 2021, extended the period of performance by a further 123 days, 60 days of which were to perform additional work plus 63 days to account for the government's delay in processing the modification. This modification included the following broad release language: "In consideration of this time extension, the Contractor releases the Government form [sic] any and all claims and liability under or by virtue of this contract or any modification."[27]

The contractor later submitted a claim to the contracting officer, seeking payment for delays due to government changes and weather, specifically asserting entitlement to an additional 39 delay days due to six hurricanes and tropical storms that occurred between June 4, 2020, and November 3, 2020. The CBCA found that the release language

barred the claim "because that claim arises from the Government's errors which led to the modifications to the contract that pushed its performance past the May 5 completion date."[28] The board found relevant that "all of the facts underlying the claim had occurred by the date that [the contractor] signed the release" and that the "release contained no exceptions."[29] While the board noted that the contractor could have sought to avoid the impact of the release by asserting that other circumstances such as mutual mistake impacted the validity or scope of the release, the contractor had not done so. The CBCA accordingly denied the appeal.[30]

Kandahar Mahali Transit & Forwarding Ltd.

The ASBCA considered more complicated release language in *Kandahar Mahali Transit & Forwarding Ltd.*,[31] yet still found it unambiguously broad enough to generally release all contractor claims. During performance of a contract for transportation of cargo in Afghanistan by truck, the parties reached a settlement regarding demurrage ("an agreed on penalty charge by the vendor for delays beyond the scheduled time to load or unload shipments") in a new task order that included two releases: one that specifically released the Army from all liability "arising under or in any way related to the disputes which formed the basis of this settlement agreement," and a second that stated:

> This settlement agreement constitutes a full release and accord and satisfaction by the Contractor of any and all claims, demands, or causes of action, actual or perceived, known or unknown, arising under or related to this contract which formed the basis for this settlement agreement.[32]

The Army later invoked this second release to deny a separate claim by the contractor for allegedly unpaid shipments (that is, not demurrage) taking place before the parties signed the new task order, arguing that the "general release" "bar[s the contractor] from maintaining a claim for damages for events that occurred prior to the execution of the release."[33] The board agreed: "the phrases 'a full release and accord and satisfaction,' 'of any and all claims,' 'actual or perceived, known or unknown,' and 'arising under or related to this contract' all convey that [the contractor] was providing the broadest possible release related to this contract."[34] The board noted that the phrasing of the end of the release, which confined the release to issues ". . . arising under or [] related to this contract which formed the basis for this settlement agreement" "is a bit awkward."[35] But, the board construed the end of this phase, beginning with the word "which," to necessarily modify "contract," i.e., "the noun that it immediately precedes."[36] By that reading, the parties released "all claims, known or unknown, for the contract at issue."[37] The board further found that the contractor's argument that the language contained only a limited release related to its demurrage claim failed because the contractor did not offer a "plausible interpretation" of the full release language that did not render release specifically pertaining to the demurrage dispute "redundant."[38] While the Army's interpretation that the agreement contained both a specific release and a general release was also "a bit redundant," the board perceived at least "some logic" to including specific language referring to the demurrage claim, "for which there had already been a certified claim and final decision," and therefore "was a claim ripe for litigation, as opposed to those potential claims that had not been submitted to the [contracting officer]."[39]

Honeywell International, Inc.

Two final examples explore when extrinsic evidence can resolve a dispute over the meaning of a release. In *Honeywell International, Inc. v. General Services Administration*,[40] the CBCA found a release so ambiguous as to prevent interpretation even with the use of some extrinsic evidence. After an audit of the contractor's work providing operations and maintenance services for a Food and Drug Administration campus, the General Services Administration (GSA) demanded refund of alleged overpayments related to (1) the contractor's calculation of hours for two labor positions, (2) the contractor's alleged failure to provide the requisite number of staff for after-hours services, and (3) the contractor's after-hours staff working 12-hour shifts when the contract required 14-hour shifts.

The parties negotiated for over a year and ultimately signed a bilateral contract modification in which Honeywell provided the government a substantial "goodwill credit" "as a valued Honeywell customer" "against future payments for the After-Hours Services in the Contract," while not admitting any fault (and indeed expressing confusion regarding the government's allegations).[41] The modification included the following language: "This Agreement as reflected in this modification constitutes a full and final settlement of all issues relating to the After-Hours Services provided by Honeywell from September 1, 2015 through March 31, 2020."[42]

Two months after signing this modification, GSA sent the contractor a demand letter seeking more than $20 million related to the second and third issues identified in the

audit (regarding the alleged failure to provide a sufficient number of after-hours personnel and incorrect shift lengths). The contractor filed an appeal with the CBCA, contending the demand fell within the scope of the release of the bilateral modification. GSA disagreed, stating that the parties' negotiations were solely focused on the first audit issue (pertaining to an alleged miscalculation of hours for two labor positions), and that the release pertained only to that issue. GSA admitted that the "After-Hours Services" referenced in the modification was ambiguous, but argued that extrinsic evidence concerning the subject matter of the parties' negotiations supported its position. The contractor contended that the release stated it encompassed "all issues," not "some issues," and therefore covered all "disputes related to the provision of after-hours services that were raised after the execution of the bilateral modification."[43]

The board disagreed with the contractor, noting that the contractor's proposed interpretation ignored that the release of "all issues" was limited by the preceding clause, which limited the release to "[t]his Agreement as reflected in this modification."[44] The board then reviewed the parties' proffered extrinsic evidence of their supposed agreement, email correspondence during the parties' negotiation, and found it did not clearly articulate the scope of the agreement. The board characterized the emails as reading "as if the parties were summarizing two different negotiations, perhaps in an effort to memorialize their own interpretations as representative of the parties' joint agreement."[45] The board accordingly found a dispute of material fact, requiring further development of the record (i.e., additional extrinsic evidence developed through discovery).[46]

Fortis Industries, LLC

Lastly, the CBCA considered contractor-offered extrinsic evidence to save part of a contractor's claim despite the existence of a release in *Fortis Industries, LLC v. General Services Administration*.[47] This case concerned deductions that GSA made to a contractor's payments under a base services operations and maintenance services contract. GSA asserted the deductions were justified based on staffing level, performance, training, and other deficiencies, for which GSA ultimately terminated the contract for convenience. GSA's proposed modification effectuating the termination stated that "[t]he Contractor unconditionally waives any charges against the Government because of the termination of the contract and, except as set forth below, releases it from all obligations under the contract or due to its termination," and then concluded: "The Government agrees that all obligations under the contract are concluded, except as follows: payment for work performed per [the] contract from 6/1/2022–6/30/2022."[48] The contractor signed the release without taking any exception but then submitted a claim to recoup some of the previously imposed deductions. The CBCA held the plain language of the modification "releases the Government from all obligations under the contract except for work performed in June 2022."[49] The CBCA, however, denied summary judgment as to deductions from May 2022 based on the contractor offering extrinsic evidence in the form of emails that suggested the contractor understood that payment issues relating to May 2022 remained unresolved and were not covered by the release. Based on this extrinsic evidence, the CBCA found a disputed issue of fact as to whether in the release the parties agreed to exclude certain claims not from June 2022 from its scope.[50]

Catch And Release

As the sheer volume of recent release cases shows (of which this BRIEFING PAPER covers only a subset), releases are among the most litigated contract clauses, and for good reason: a broad release can end a litigation before it starts. Consequently, a party wishing to escape a release has every incentive to muddy the waters as to its intended scope. Conversely, a party wishing to enforce a release may leverage the board's reluctance to admit extrinsic evidence in favor or reliance on the canons of textual interpretation. These decisions offer lessons for contractors and the government alike presented with a contractual release.

Guidelines

These *Guidelines* are intended to assist you in understanding the lessons learned from the interpretation of contested releases in recent board of contract appeals decisions. They are not, however, a substitute for professional representation in any specific situation.

1. First, although they may fully bar a party from relief, general releases are not always obvious. Bilateral contract modifications may seem innocuous, but general release language included in such modifications can bar claims arising from any point in time prior to the issuance of that modification. If the language of a general release is clear, unambiguous, and broad, the boards will enforce it. The as-

sumption that a release is specific rather than general is perilous; inclusion of reservation of rights language is wise if there is or could be a claim. If the parties dispute release language at the time of negotiation, that disagreement should be resolved at the time or else threatens to reemerge later in a future dispute.

2. Second, the boards will invoke traditional tools of contract interpretation when evaluating the meaning of a release. Words that tend to convey an intent to enter into a general release include "all," "full," and legal catchphrases such as "known or unknown." Redundancy or inconsistency with other provisions can doom proffered interpretations, as can selective quotation of language out of context.

3. Third, to be effective, a release should clearly and unambiguously state or encompass the entire agreement. No comfort can be taken in a release that does not clearly reflect the parties' agreement; the boards will not issue the summary relief releases are intended to deliver if the board cannot discern what the parties intended, without recourse to extrinsic evidence. There is a reason tribunals first attempt contract interpretation in a vacuum: extrinsic evidence surrounding parties' intent is seldom clear or one-sided. Once the Pandora's box of extrinsic evidence is opened, the parties must surrender to the lengthy and complicated process of litigation fact development.

ENDNOTES:

[1]Holland v. United States, 621 F.3d 1366, 1377 (Fed. Cir. 2010).

[2]Holland v. United States, 621 F.3d at 1377.

[3]B.D. Click Co. v. United States, 222 Ct. Cl. 290, 305 (1980).

[4]Alistiqama Co., ASBCA No. 62501, 20-1 BCA ¶ 37,720, 2020 WL 7135396 (Oct. 27, 2020) (internal quotations and citations omitted).

[5]See, e.g., Troy Eagle Group, ASBCA No. 56447, 13 BCA ¶ 35,258, 2013 WL 1131416 (Mar. 4, 2013) (finding specific release did not bar unrelated contractor claim).

[6]McAbee Constr., Inc. v. United States, 97 F.3d 1431, 1434–35 (Fed. Cir. 1996), 38 GC ¶ 519.

[7]McAbee Constr., Inc. v. United States, 97 F.3d at 1435 (citation omitted); Bell BCI Co. v. United States, 570 F.3d 1337, 1341 (Fed. Cir. 2009), 51 GC ¶ 243 ("Only in the event of an ambiguity may we examine extrinsic or parol evidence" to interpret a release.).

[8]Metric Constructors, Inc. v. United States, 314 F.3d 578, 582–84 (Fed. Cir. 2002) (finding release not to constitute general release and to furthermore be ambiguous in scope, meriting consideration of extrinsic evidence).

[9]Optex Sys., Inc., ASBCA No. 58220, 14-1 BCA ¶ 35,801, 2014 WL 6451262 (Nov. 6, 2014) (examining such evidence to find parties' intent was that release covered some conduct, but not all).

[10]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[11]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[12]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[13]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[14]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[15]Collazo Contractors, Inc., ASBCA No. 53925, 05-2 BCA ¶ 33,035, 2005 WL 1798394 (July 22, 2005).

[16]Coastal Envtl. Group, Inc., ASBCA No. 60410, 18-1 BCA ¶ 37,102, 2018 WL 3723347 (July 17, 2018).

[17]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[18]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[19]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[20]KUNJ Constr. Corp., ASBCA No. 63240, 24-1 BCA ¶ 38,504, 2024 WL 480275 (Jan. 25, 2024).

[21]Haskell Co., ASBCA No. 63291, 24-1 BCA ¶ 38,537, 2024 WL 1011176 (Feb. 22, 2024).

[22]Haskell Co., ASBCA No. 63291, 24-1 BCA ¶ 38,537, 2024 WL 1011176 (Feb. 22, 2024).

[23]Haskell Co., ASBCA No. 63291, 24-1 BCA ¶ 38,537, 2024 WL 1011176 (Feb. 22, 2024).

[24]Haskell Co., ASBCA No. 63291, 24-1 BCA ¶ 38,537, 2024 WL 1011176 (Feb. 22, 2024).

[25]Haskell Co., ASBCA No. 63291, 24-1 BCA ¶ 38,537, 2024 WL 1011176 (Feb. 22, 2024).

[26]Enfield Enters., Inc. v. Dep't of Homeland Sec., CBCA 7684, 24-1 BCA ¶ 38,562, 2024 WL 1814786 (Apr. 18, 2024).

[27]Enfield Enters., Inc. v. Dep't of Homeland Sec., CBCA 7684, 24-1 BCA ¶ 38,562, 2024 WL 1814786 (Apr. 18, 2024).

[28]Enfield Enters., Inc. v. Dep't of Homeland Sec., CBCA 7684, 24-1 BCA ¶ 38,562, 2024 WL 1814786 (Apr. 18, 2024).

[29]Enfield Enters., Inc. v. Dep't of Homeland Sec., CBCA 7684, 24-1 BCA ¶ 38,562, 2024 WL 1814786 (Apr. 18, 2024).

[30]Enfield Enters., Inc. v. Dep't of Homeland Sec., CBCA 7684, 24-1 BCA ¶ 38,562, 2024 WL 1814786 (Apr. 18, 2024).

[31]Kandahar Mahali Transit & Forwarding Ltd., ASBCA

No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[32]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[33]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[34]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[35]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[36]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024) (citing Supreme Court precedent for "this grammatical rule": "imagine you are the general manager of the Yankees and you are rounding out your 2016 roster. You tell your scouts to find a defensive catcher, a quick-footed shortstop, or a pitcher from last year's World Champion Kansas City Royals. It would be natural for your scouts to confine their search for a pitcher to last year's championship team, but to look more broadly for catchers and shortstops." Lockhart v. United States, 577 U.S. 347, 351–52 (2016)).

[37]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[38]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[39]Kandahar Mahali Transit & Forwarding Ltd., ASBCA No. 62319, 2024 WL 900828 (Feb. 13, 2024).

[40]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[41]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[42]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[43]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[44]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[45]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[46]Honeywell Int'l, Inc. v. Gen. Servs. Admin., CBCA 7465, 24-1 BCA ¶ 38,570, 2024 WL 1953705 (Apr. 30, 2024).

[47]Fortis Indus., LLC v. Gen. Servs. Admin., CBCA 7967, 24-1 BCA ¶ 38,668, 2024 WL 4327405 (Sept. 18, 2024).

[48]Fortis Indus., LLC v. Gen. Servs. Admin., CBCA 7967, 24-1 BCA ¶ 38,668, 2024 WL 4327405 (Sept. 18, 2024).

[49]Fortis Indus., LLC v. Gen. Servs. Admin., CBCA 7967, 24-1 BCA ¶ 38,668, 2024 WL 4327405 (Sept. 18, 2024).

[50]Fortis Indus., LLC v. Gen. Servs. Admin., CBCA 7967, 24-1 BCA ¶ 38,668, 2024 WL 4327405 (Sept. 18, 2024).

BRIEFING PAPERS