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

And the OsCDAr Goes To . . . The CDAcademy Awards Featuring Nominated Decisions From The Second Half Of 2025

*By Amanda Sherwood and Kara Daniels**

Welcome to this glamorous, star-studded, 12th biannual Contract Disputes Act (CDA) case law update covering the winners and the losers in the second half of 2025 and following up on our summary of noteworthy decisions from the first half of 2025 published in THE GOVERNMENT CONTRACTOR.[1] As Conan O'Brien has a scheduling conflict, we will be your hosts for this evening of entertainment. But in lieu of an extended opening monologue, please don your finest red carpet attire and allow us to guide you through the many worthy nominees under our perhaps less-than-conventional award categories.

Most Dramatic: Termination

The most coveted awards relate to the drama categories, and in CDA claims nothing is more dramatic than a termination. The boards of contract appeals and the U.S. Court of Federal Claims addressed multiple genres of termination-related claims in the second half of 2025, and while likely none of the claimants would say it was "an honor to be nominated," movie-goers (readers of this BRIEFING PAPER) have much to learn from their experience.

First, in *Medical Receivables Solutions, Inc.*,[2] a contractor tripped while walking up to the terminations stage (erm, submitting their termination settlement proposal or TSP) by accepting a partial payment from the government post-termination that contained a release barring future claims for additional costs. In response to the contractor's TSP, the government offered to pay less than a quarter of the amount proposed. The contractor disputed the calculation but expressed interest in receiving payment for the amount not in dispute as quickly as possible. The government issued a purchase order and bilateral modification to effectuate the payment, which provided in

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relevant part: "The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract by reason of its termination."[3] The contractor signed the first page of the modification and submitted an invoice for payment, which the government paid. When the contractor brought an appeal seeking the remainder of its claimed termination expenses, the Armed Services Board of Contract Appeals (ASBCA) agreed with the government that the plain language of the release barred any further recovery.[4] To prevent a teary situation like the hospital scene in prior winner *Terms of Endearment*, contractors should carefully review any modifications for language that may release or satisfy pending liability.

Second, in *Texas Industrial Security, Inc. v. General Services Administration*,[5] the contractor would have benefited from a different screenwriter or director to guide its post-termination submissions. After the government terminated the contractor for convenience, the contractor brought an appeal requesting the Civilian Board of Contract Appeals (CBCA) "suspend the contract cancellation and effectively reinstate performance."[6] The board held "that type of specific performance is a remedy that the Board does not possess jurisdiction to order."[7] The board cited the CDA itself for this proposition, which provides the boards of contract appeals "may grant any relief that would be available to a litigant asserting a contract claim [under the CDA] in the United States Court of Federal Claims."[8] Because the "Court of Federal Claims lacks authority under the CDA to issue injunctive relief, including to direct performance of a terminated contract," so does the board.[9] The board recounted that while terminations for default are immediately appealable government claims, terminations for convenience are not, meaning the board lacked jurisdiction over the dispute until the contractor presented a claim for compensation to the contracting officer. Regardless, the board noted that the contract at issue was a General Services Administration Schedule contract, which has a mutual cancellation clause permitting cancellation upon 30 days' notice. Even if the government may have exercised this cancellation right "indelicately," the board could neither order reinstatement of the contract nor order damages.[10]

Third, while box office receipts may not be a factor at the Oscars, how termination settlement proposals are calculated is vitally important to recovery for contractors. The Court of Federal Claims considered how to calculate "just compensation" in *Intelligent Investments, Inc. v. United States*.[11] To set the stage, a key decision point is whether the contractor calculates its termination settlement on a "total cost" basis (which focuses on the total costs the contractor incurred up to the effective date of termination) or an "inventory" basis (which instead focuses on valuing in-progress work and remaining inventory).[12] In the instant decision, the government sought summary judgment arguing that the contractor's claim was meritless because the Federal Acquisition Regulation (FAR) requires advanced approval by the contracting officer before a contractor may use a total cost basis, and the contracting officer did not grant such approval.[13] The court declined to grant judgment on the method of accounting, observing that the contract did not incorporate FAR 49.206-2 (requiring contracting officer approval), and finding "dubious the Government's contention that selecting the method of accounting is a decision solely controlled by the Government," as "[s]uch a reading would make superfluous other parts of FAR Subpart 49.2, which explain in more general terms that a

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request for equitable adjustment must be equitable."[14] The court reasoned that the government's argument reduced to a contention that "because the Contract was fixed-price, use of the inventory basis is required as a matter of law," a contention which was flawed because FAR 49.206-2 "is explicitly written for fixed-price contracts [and] offers a non-exhaustive list of examples where use of the total cost basis might be appropriate, thus expressly contemplating scenarios where the total cost basis might be used."[15] Because the government had submitted no facts addressing these scenarios other than the fact that the contract was firm fixed price, the court declined to issue summary judgment on which accounting basis was appropriate.[16]

Fourth, the Academy (erm, ASBCA) found the government had "lost the plot" in *Targe Logistics Services Co.*,[17] which involved the appeal of the government's denial of termination costs arising out the Army's termination for convenience of a logistics service provider's contract after the U.S.'s withdrawal from Afghanistan. The Army sought to amend its answer to include the affirmative defense of material breach of contract, on the theory that the contractor (whose inventory was seized by the Taliban as the U.S. withdrew) had failed to obtain required insurance for its lost assets. The board found this defense "futile and not necessary," holding that if the Army wanted to hold the contractor responsible for breach, then it should have terminated the contract for default in the first place: "The government waived its right to assert a prior material breach claim to avoid paying legitimate termination settlement costs when it chose to terminate the contract for convenience."[18] But, that did not mean the government could not raise the contractor's purported failure to obtain sufficient insurance as a defense to the contractor's entitlement to its claimed termination costs (which included the costs for the lost fuel and equipment), because contractors have a duty to avoid costs on a terminated contract. As such, the board denied the government's motion to amend its answer but provided guidance for the future production (er, proceedings).[19]

Best (Worst) Reprise: Covid Claims And The Sovereign Acts Doctrine

Some themes arise again and again in cinema; on the CDA silver screen, the COVID-19 pandemic is a repeat muse of judges and litigants alike. In the latter half of 2025, the ASBCA issued two decisions grappling with pandemic impacts and the scope of the sovereign act doctrine, which, like some acceptance speeches, have lingered on far longer than most audiences desire.

For example, the ASBCA found the Navy's extended closure of the Atlantic Undersea Test and Evaluation Center (the Center) on Andros Island, Bahamas to constitute a sovereign act in *Haskell Co*.[20] The contractor, hired to build austere housing quarters at the Center for a firm fixed price, submitted a claim for increased costs incurred due to the Center's closure to non-essential (to include the contractor's) personnel for approximately one year. During the facility closure, the contractor continued work to the extent possible, to include completion of the project's design phase and preparatory efforts for the construction phase. The contractor warned that the government's failure to promptly issue a notice to proceed with the construction phase would result in increased costs, but the government did not fully reopen the facility until March 2021. The contractor subsequently submitted a claim for additional time and monetary damages, and the contracting officer granted a time extension but denied monetary relief. On appeal, the ASBCA largely agreed that the contractor's exclusion from the Center was a sovereign act barring recovery because the government closed the Center to protect public health and applied generally. The closure did not target the contractor. Given its conclusion that the closure was a sovereign act, the ASBCA declined to investigate the reasonableness of maintaining the closure even after other Navy installations reopened as the contractor requested. The board found it relevant that the contract included FAR 52.249-10, which permits the contractor extra time in the event of delays caused by sovereign acts, epidemics, and quarantine restrictions but "does not authorize additional compensation."[21] As such, the contractor was not due any additional costs caused by the closure. Of note, the contractor also claimed costs resulting from allegedly changed conditions at the Center post-reopening. The board found those costs potentially recoverable, but ongoing disputes of material fact prevented resolution at this juncture.[22]

Conversely, in *HECO Pacific Manufacturing, Inc.*,[23] the ASBCA rejected the government's attempt to avoid liability for increased pandemic-related costs on the basis of sovereign act doctrine. This appeal involved a 2016

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contract for cranes; the contractor argued that government delays pushed performance into the pandemic, resulting in higher costs to include costs resulting from pandemic mitigation measures (masks, time spent hand washing) and increased shipping expenses, as well as changed site conditions. After the government denied the claim, the contractor appealed, and the government moved for summary judgment on three bases. The board denied all three. First, the board found the government's reliance on a modification, which included release language and settled two pre-pandemic requests for equitable adjustment, misplaced, holding that the modification related only to previously incurred costs. Although the release language itself was broad, the board found the costs at issue were incurred complying with COVID-19 requirements imposed by the government *after* the modification was executed, and thus were not released or covered by the modification. Second, the government invoked a prior appeal (*BCI Construction USA, Inc.*)[24] for the proposition that the government is not liable for increased costs caused by delays pushing the period of performance into the pandemic's era of historically high costs because the pandemic was not foreseeable. The board rejected this defense as well, as the contractor submitted the claim at issue in September 2020, at which point the pandemic's impacts were eminently foreseeable. Third, the board rejected the government's invocation of the sovereign acts doctrine, at least at this juncture, because the contractor "denies that its claim is premised upon imposition of the COVID requirements themselves, basing it instead upon the government delaying its performance into the period they were imposed."[25] The board analogized the contractor's argument to a weather delay that pushes performance into a more experience timeframe. The government had not presented evidence the delays themselves were caused by sovereign acts and therefore had failed its burden on summary judgment.[26]

Best International Sound Effect: Quantum Meruit

Express contract terms often steal the CDA show, garnering all the prominent coverage, yet in the second half of 2025, one Latin phrase—quantum meruit—received attention from notable Academy members (the Court of Federal Claims and the CBCA).

First, in *Platinum Services, Inc. v. United States*,[27] the Court of Federal Claims permitted a contractor to recover on a quantum meruit basis where the record showed no meeting of the minds on a price for the contractor's services. The contractor performed household goods shipments for military relocations under a variety of express, nonstandard, and in some cases nonexistent contracts. The contractor also performed certain so-called "accessorial" services, such as "expedited delivery, loading and unloading of goods, and handling freight not adjacent to the vehicle," and at issue in this claim was the compensation due to the contractor for these services.[28] Certain of the contractor's tenders "included its rate for line-haul freight services as well as its rates for additional accessorial services," which the court noted were "dramatically higher than those of other . . . providers."[29] At no point did the agency "approve" the contractor's rates for accessorial services, yet those rates were indisputably included in the contractor's tenders. The court found "there was no meeting of the minds on Platinum's prices for its accessorial services," and because price is an "essential" contract term, "no contracts were formed for accessorial services."[30] Nonetheless, the court found "the government must pay plaintiff for whatever accessorial services Platinum actually performed" and the government accepted under quantum meruit theory.[31] The court reasoned: "Since Platinum's accessorial services—expedited service, loading and unloading, and handling freight non-adjacent to the vehicle—were rendered to and accepted by the government, it is only appropriate for Platinum to recoup the fair market value of those services."[32] The court thus determined which services the contractor actually performed and relied on the government's expert on the market value of those services (instead of the contractor's much higher stated rates) to reach the amount due to the contractor.[33]

Second, the CBCA also applied quantum meruit to quantify the amount due to a contractor when the parties disagreed whether an email to continue bridge contract work was an option exercise. In *Tribal Health, LLC v. Department of Health & Human Services*,[34] the contractor provided emergency room services at a rural hospital under a bridge contract with the Indian Health Service (IHS) that ended December 31, 2024. On that day, the contracting officer sent the contractor an email directing the contractor to continue work covered by the bridge contract. The contractor interpreted the email as exercis-

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ing the second option of the bridge contract, yet the government argued it sought to establish a new contract to be negotiated at a later date, which would include lower hourly rates than those authorized by the bridge contract. The contractor objected to the price decrease (and would not sign a letter contract containing the lower rates) but nonetheless continued performing, citing concerns regarding the medical needs of the population it served. The CBCA found that no valid contract existed between the parties: (1) the December 31st email did not exercise the bridge contract's option provision because it was sent a few hours before the bridge contract was set to expire (well after the 30-day notice period provided in the option clause) and the dollar ceiling for three months was far less than what the bridge contract provided; and (2) the contractor never accepted the new letter contract. Nevertheless, the CBCA found the contractor entitled to quantum meruit recovery, defined as "the cost that IHS would otherwise have had to pay for the services had it not simply directed Tribal Health to provide them."[35] After a detailed review of quantum meruit case law, the board concluded that the proper measure of the contractor's services is what it would have charged the government:

> The undisputed evidence in this case establishes that, when the IHS contracting officer directed Tribal Health to continue performing services after December 31, 2024, the only way that IHS could have obtained continuing [emergency department] services at Pine Ridge, other than by telling Tribal Health just to keep working, would have been to exercise the option in Tribal Health's bridge contract. IHS admits that Tribal Health was the only vendor that could provide the services. Accordingly, the only substitute that IHS had available to it, had Tribal Health refused the contracting officer's direction to keep performing without an express written contract, would have been to exercise the option in the bridge contract and to pay the prices set forth in that contract. That is the reasonable value to the Government of the services that Tribal Health has been providing because that is "what it would have cost [IHS] to obtain [the services] from a person in the claimant's position."[36]

The board rejected the agency's position "that a quantum meruit recovery can never be higher than the costs that the contractor incurs" as contrary to the reasonable meaning of "value" and because it "would also create perverse incentives for contracting officers to avoid exercising options to extend contracts if they do not like the existing pricing. . . . [C]ontracting officers could, at the last minute, simply direct contractors to keep performing, then require the contractors to submit certified cost or pricing data if they wanted to be paid, and possibly force the contractors to accept payment of lesser amounts if they could not establish, to the contracting officer's satisfaction, that their incurred costs were reasonable."[37] The board also noted an interesting jurisdictional issue—the agency failed to issue a contracting officer's final decision (COFD) by the CDA's 60-day deadline on May 6, 2025, but on May 7th sent the contractor a letter stating a COFD would issue by May 21st. The board explained that because "the claim was already 'deemed denied' when the contracting officer purported to extend the decision deadline," the contractor "was entitled to file its notice of appeal, as it did, on May 7, 2025, and the board possesse[d] jurisdiction to entertain it."[38]

Best Director: Declaratory Judgment

Just as movie directors are called upon to interpret the script and define the film's vision and tone, CDA litigants may rely on the board or the court to resolve uncertainty about contract terms or performance obligations.

First, in *Bryan Ashush JV*,[39] the ASBCA clarified its jurisdiction to issue a declaratory judgment. After award of a contract to build a "Life Support Area" in Israel, the government delayed issuing a notice to proceed with the work for 10 months due to the outbreak of the war with Hamas. The contractor filed a claim requesting it be excused from performance, on the theory that the 10-month delay constituted a material breach and a cardinal change and rendered performance impracticable. Upon appeal of a deemed denial, the ASBCA held that the contractor's request that the board direct the government to terminate the contract for convenience sought injunctive relief that the board does not have jurisdiction to grant. Yet, because the board *does* have jurisdiction to issue a declaratory judgment regarding whether the government's material breach permits a contractor to cease performance, the board denied in part the government's motion to dismiss or strike portions of the contractor's claims that the government's material breach, a cardinal change, and impossibility excused performance.[40]

Second, in *MLB Transportation, Inc. v. United States*,[41] a decision embodying the "be careful what you wish for" lessons of *All About Eve*, the purported successor-in-

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interest to a contractor sought damages against the government arising from claims ranging from use of inflated estimates in its solicitation to out-of-scope changes. The government moved for summary judgment on the affirmative defense of fraud in the inducement, contending that the undisputed evidence established that the contractor misrepresented its status as a service-disabled veteran-owned small business (SDVOSB) as required under the solicitation. The court quoted Federal Circuit precedent holding that where a contractor "obtained [a] contract by knowingly falsely stating that it was a small business . . . [the] government contract [is] tainted from its inception by fraud [and] is void *ab initio*."[42] Such a result, "protects the integrity of the federal contracting process and safeguards the public from undetectable threats to the public fisc."[43] The court agreed with the government that the undisputed evidence established that the contractor made a knowing false statement about its SDVOSB status, its owner was not a veteran, and the plaintiff company offered no rebuttal evidence.[44] Because the contract was void, there were no rights the contractor's purported successor in interest could assert.[45]

Third, in contrast to the celebrated fate of the best picture awardee *Gentleman's Agreement* in 1947, FAR 31.109 advance agreements stand on uncertain footing after the U.S. Court of Appeals for the Federal Circuit's decision in *Secretary of Defense v. Pratt & Whitney*.[46] In this appeal from the ASBCA, the Federal Circuit invalidated a longstanding advance agreement establishing a certain accounting treatment for a specific category of the contractor's overhead costs. After 30 years of disagreement over how to calculate the cost of certain commercial engine parts the contractor acquired and incorporated into products sold under government contracts, the parties reached a settlement agreement in 2006 and entered into an advanced agreement detailing how the contractor would account for these costs going forward. This advance agreement did not, as the Federal Circuit noted, "resolve the dispute."[47] In 2013, a new contracting officer concluded that the proscribed accounting treatment violated the Cost Accounting Standards, and the advance agreement "was not binding on the government," and therefore sought return of alleged overpayments made to the contractor pursuant to the erroneous accounting treatment.[48] The contractor appealed to the ASBCA, which found the agreement valid but that the contractor had improperly calculated one of the costs at issue. On appeal, the Federal Circuit found that the advance agreement was invalid and nonbinding. The Circuit reasoned that the advance agreement violated the FAR's requirements under FAR 31.109, which requires advance agreements to be in writing, incorporated into applicable current and future contracts, and include a statement of applicability and duration. Here, the parties' agreement regarding overhead costs was not properly incorporated into applicable contracts and did not state a duration. Because the advance agreement did not comply with FAR 31.109, the contracting officer lacked authority to execute it on behalf of the government, and so the agreement "cannot be enforced against" the government.[49] In reaching this decision, the Federal Circuit disagreed with the board's holding that even if the agreement did not comply with FAR 31.109, it was valid and enforceable as a freestanding contract or settlement agreement, stating: "We are aware of no holding that gives the contracting officer authority to disregard the FAR restrictions because a settlement agreement is involved."[50] Despite the "strong public interest in enforcing settlements, especially in complex litigation," the court held that "a settlement agreement is a contract, so its enforceability first turns on basic principles of contracting, such as whether there was authority to bind the parties."[51] Because the "FAR was the source of the contracting officer's authority and did not authorize the agreement," the 2006 agreement was not enforceable against the government.[52]

Our Version Of The Sci-Tech Awards

Although not every decision can be nominated for a marquee award during our ceremony, we want to recognize several others in a rapid montage that offer meaningful and instructive lessons.

● *Birdman Revisited*: *While Blurring Fantasy and Reality May Work in Film, It Does Not in Legal Filings*—In *Huffman Construction, LLC*,[53] the ASBCA granted the government's motion to strike a contractor's post-hearing reply brief apparently generated by artificial intelligence (AI), which contained dozens of errors, including "fictitious AI-generated cases and citations to cases that do not stand for the proposition for which they were cited [and] inaccurate citations to hearing transcripts and the Rule 4 file, such that over seventy percent (70%) of the citations were inaccurate."[54] The ASBCA struck

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the brief in its entirety and declined the contractor's request for an opportunity to submit a revised brief, reasoning: "The sheer number and magnitude of the errors reflected in Huffman's reply brief suggests the errors were not inadvertent (e.g., resulting from typos)—they are at worst a blatant disregard of professional responsibilities, and at best, a disastrous failure to ensure the safeguards put in place were adequate and effective."[55]

● *Producer Controlling Spending May Limit the Actors' Fee*—The ASBCA decided two appeals (filed by a prime and a pass-through claim on behalf of a subcontractor), *Peraton, Inc.*[56] and *Vectrus Systems Corp.*,[57] claiming entitlement to a full fixed fee despite the government ordering only two-thirds of the estimated hours under the cost-plus-fixed fee contract. The contractors argued: "[T]he Navy's refusal to renegotiate the fixed fee constitutes a breach of contract when the Navy ordered only two-thirds of its estimated hours."[58] The ASBCA disagreed, reasoning that there are two types of cost-plus-fixed-fee contracts: completion contracts, which "define a specific deliverable and budget, allowing for increased effort without increased fee if the project goes over budget," and a term contract, which "defines a level of effort over a specific time, with payment upon satisfactory completion of that period."[59] The contract at issue was a term type and provided a formula by which the contracting officer may reduce the contractor's fee should the required level of effort be less than budgeted. Furthermore, the contract provided: "If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification."[60] The board found the contract gave the contracting officer discretion to modify the contract but did not require doing so, and the contract read as a whole envisioned a fee reduction if actual work hours are less than estimated.[61]

● *A Documentary Short on the Severin Doctrine*—In *Sauer Inc.*,[62] while performing a contract to rehabilitate a wharf at the Naval Submarine Base in Kings Bay, Georgia, Sauer Inc. (Sauer) and its subcontractor, Tri-State Painting LLC (TSI) encountered lead paint and other project complications that increased the project's cost. After years of litigation against each another, Sauer and TSI entered into a settlement agreement in 2022 in which Sauer agreed to pay TSI almost $8 million and to pursue TSI's claims against the government under the CDA. Should Sauer succeed in its CDA claim, the settlement agreement required Sauer to pay TSI 11.5% of any recovery up to a stated maximum. When the matter reached the ASBCA, the government argued that the *Severin* doctrine, which "prevents a prime contractor from recovering on behalf of a contractor unless the prime contractor has reimbursed, or is liable to reimburse, the subcontractor," precluded Sauer from pursuing TSI's pass-through claims.[63] The board disagreed: the *Severin* doctrine only applies when the prime contractor is "completely shielded" from liability to the subcontractor by an "iron-clad" release or contract provision.[64] Here, the ASBCA found that the settlement agreement between Sauer, TSI, and Sauer's surety preserved Sauer's *conditional* liability to TSI. Because under Federal Circuit precedent "[a] settlement agreement under which the prime contractor remains conditionally liable to the subcontractor only as and when the prime contractor receives payment from the government suffices to permit the prime contractor to proceed against the government," the *Severin* doctrine did not preclude recovery.[65] The board upheld its *Severin* analysis upon the government's motion for reconsideration.[66]

● *Studios Should Read the Script (Contract) Carefully Before Committing*—In the atypical contracting arrangement at issue in *Four LLC*,[67] the U.S. Department of Agriculture's Digital Infrastructure Services Center (DISC) contracted with a software provider to obtain software licenses for the Federal Emergency Management Agency (FEMA). That contract provided that if DISC did not exercise both option periods under the contract, the government would not use the software or its functional equivalent for the remainder of the option periods. FEMA went on to procure replacement software through a different contractor, and DISC terminated the contract at issue after its first year. Four LLC sought damages resulting from the government's procurement of functionally equivalent software, and DISC requested dismissal, arguing it could not be held liable for FEMA's actions because it was not acting as FEMA's agent. The CBCA disagreed, finding that DISC could be held financially responsible for another agency's actions, through contract, if it "warrant[s] that a future event, even if under the control of the other agency, will or will not happen."[68] By guaranteeing that event, the contracting agency "assumes the risk of improper action by the other agency and of liability for resultant damage."[69] The CBCA ac-

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cordingly found the contractor had adequately pled a breach of warranty by DISC and denied DISC's request for dismissal.[70]

Conclusion

Thank you to the Academy, the nominees, and everyone still celebrating CDA decisions with us. Enjoy the after party—wherever your invitation takes you. Good night and thank you for tuning in.

Guidelines

But wait! While the "you've gone on too long" music might be already playing, shooing us off our self-created stage, we finish with these *Guidelines* to provide the encore our audience deserves. As always, this abbreviated list is no substitute for professional representation in any specific situation.

1. If presented with a termination, gather all your best supporting actors (er evidence) and produce an easy to follow script that documents all the costs and bases for recovery.

2. To avoid a successful sovereign acts doctrine defense, center frame your film (er claim) on government actions that single out the contractor and relate to the government as the contracting party versus the governing party.

3. Consider all potential remedies when casting your claim. While monetary relief may be the People's Choice award recipient, the Academy also honors the classics, which include declaratory judgment.

ENDNOTES:

[1]Kara Daniels & Amanda Sherwood, "Feature Comment: Camp CDA: Fun and Games With Case Law Developments in the First Half Of 2025," 67 GC ¶ 177 (July 23, 2025).

[2]Medical Receivables Sols., Inc., ASBCA No. 64036, 2025 WL 2166199 (July 15, 2025).

[3]Medical Receivables Sols., Inc., ASBCA No. 64036, 2025 WL 2166199 (July 15, 2025).

[4]Medical Receivables Sols., Inc., ASBCA No. 64036, 2025 WL 2166199 (July 15, 2025).

[5]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025).

[6]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025).

[7]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025).

[8]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025) (citing 41 U.S.C.A. § 7105(e)(2)).

[9]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025) (citing 41 U.S.C.A. § 7105(e)(2)).

[10]Texas Indus. Sec., Inc. v. Gen. Servs. Admin., CBCA 8467, 2025 WL 3498013 (Nov. 28, 2025) (citing 41 U.S.C.A. § 7105(e)(2)).

[11]Intelligent Invs., Inc. v. United States, 178 Fed. Cl. 143 (2025).

[12]See FAR 49.206-2.

[13]Intelligent Invs., Inc. v. United States, 178 Fed. Cl. at 148.

[14]Intelligent Invs., Inc. v. United States, 178 Fed. Cl. at 148.

[15]Intelligent Invs., Inc. v. United States, 178 Fed. Cl. at 149.

[16]Intelligent Invs., Inc. v. United States, 178 Fed. Cl. at 149.

[17]Targe Logistics Servs. Co., ASBCA No. 63282, 2025 WL 3781250 (Dec. 10, 2025).

[18]Targe Logistics Servs. Co., ASBCA No. 63282, 2025 WL 3781250 (Dec. 10, 2025) (citing New York Shipbldg, Co., A Div. of Merritt-Chapman & Scott Corp., ASBCA No. 15443, 73-1 BCA ¶ 9852 at 46,020, 1972 WL 1601 (Dec. 21, 1972).

[19]Targe Logistics Servs. Co., ASBCA No. 63282, 2025 WL 3781250 (Dec. 10, 2025).

[20]Haskell Co., ASBCA Nos. 63332, 63586, 2025 WL 3242425 (Oct. 1, 2025).

[21]Haskell Co., ASBCA Nos. 63332, 63586, 2025 WL 3242425 (Oct. 1, 2025).

[22]Haskell Co., ASBCA Nos. 63332, 63586, 2025 WL 3242425 (Oct. 1, 2025).

[23]HECO Pac. Mfg., Inc., ASBCA No. 63217, 25-1 BCA ¶ 38,902, 2025 WL 2684322 (Sept. 4, 2025).

[24]BCI Construction USA, Inc., ASBCA No. 62657 et al., 24-1 BCA ¶ 38,522, 2024 WL 773324 (Feb. 6, 2024).

[25]HECO Pac. Mfg., Inc., ASBCA No. 63217, 25-1 BCA ¶ 38,902, 2025 WL 2684322 (Sept. 4, 2025).

[26]HECO Pac. Mfg., Inc., ASBCA No. 63217, 25-1 BCA ¶ 38,902, 2025 WL 2684322 (Sept. 4, 2025).

[27]Platinum Servs., Inc. v. United States, 177 Fed. Cl. 325 (2025).

[28]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 330.

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[29]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 333–34.

[30]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 340–41.

[31]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 344.

[32]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 348.

[33]Platinum Servs., Inc. v. United States, 177 Fed. Cl. at 352.

[34]Tribal Health, LLC v. Dep't of Health & Human Servs., CBCA 8431, 2025 WL 2164977 (July 25, 2025).

[35]Tribal Health, LLC v. Dep't of Health & Human Servs., CBCA 8431, 2025 WL 2164977 (July 25, 2025).

[36]Tribal Health, LLC v. Dep't of Health & Human Servs., CBCA 8431, 2025 WL 2164977 (July 25, 2025) (citing Restatement (Second) of Contracts § 371(a)).

[37]Tribal Health, LLC v. Dep't of Health & Human Servs., CBCA 8431, 2025 WL 2164977 (July 25, 2025).

[38]Tribal Health, LLC v. Dep't of Health & Human Servs., CBCA 8431, 2025 WL 2164977 (July 25, 2025).

[39]Bryan Ashush JV, ASBCA No. 64037, 25-1 BCA ¶ 38,929, 2025 WL 3243882 (Oct. 1, 2025).

[40]Bryan Ashush JV, ASBCA No. 64037, 25-1 BCA ¶ 38,929, 2025 WL 3243882 (Oct. 1, 2025).

[41]MLB Transp., Inc. v. United States, 178 Fed. Cl. 385 (2025).

[42]MLB Transp., Inc. v. United States, 178 Fed. Cl. at 396 (quoting J.E.T.S., Inc. v. United States, 838 F.2d 1196, 1200 (Fed. Cir. 1988)).

[43]MLB Transp., Inc. v. United States, 178 Fed. Cl. at 396 (quoting Godley v. United States, 5 F.3d 1473, 1475 (Fed. Cir. 1993)).

[44]MLB Transp., Inc. v. United States, 178 Fed. Cl. at 397.

[45]MLB Transp., Inc. v. United States, 178 Fed. Cl. at 397–98 (citing United States v. Amdahl Corp., 786 F.2d 393 (Fed. Cir. 1986) ("No damages can be awarded for 'breach' of a nullity.") (internal citation omitted)).

[46]Sec'y of Def. v. Pratt & Whitney, 160 F.4th 1224 (Fed. Cir. Dec. 5, 2025), 68 GC ¶ 7.

[47]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1229.

[48]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1229.

[49]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1234.

[50]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1234.

[51]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1234.

[52]Sec'y of Def. v. Pratt & Whitney, 160 F.4th at 1234.

[53]Huffman Constr., LLC, ASBCA Nos. 62591, 62783, 2025 WL 4093561 (Oct. 23, 2025).

[54]Huffman Constr., LLC, ASBCA Nos. 62591, 62783, 2025 WL 4093561 (Oct. 23, 2025).

[55]Huffman Constr., LLC, ASBCA Nos. 62591, 62783, 2025 WL 4093561 (Oct. 23, 2025).

[56]Peraton, Inc., ASBCA No. 62853, 25-1 BCA ¶ 38,856, 2025 WL 2097008 (July 10, 2025).

[57]Vectrus Sys. Corp., ASBCA No. 62685, 25-1 BCA ¶ 38,859, 2025 WL 2182624 (July 10, 2025).

[58]Peraton, Inc., ASBCA No. 62853, 25-1 BCA ¶ 38,856, 2025 WL 2097008 (July 10, 2025); Vectrus Sys. Corp., ASBCA No. 62685, 25-1 BCA ¶ 38,859, 2025 WL 2182624 (July 10, 2025).

[59]Peraton, Inc., ASBCA No. 62853, 25-1 BCA ¶ 38,856, 2025 WL 2097008 (July 10, 2025) (citing FAR 16.306(d)); Vectrus Sys. Corp., ASBCA No. 62685, 25-1 BCA ¶ 38,859, 2025 WL 2182624 (July 10, 2025) (citing FAR 16.306(d)).

[60]Peraton, Inc., ASBCA No. 62853, 25-1 BCA ¶ 38,856, 2025 WL 2097008 (July 10, 2025); Vectrus Sys. Corp., ASBCA No. 62685, 25-1 BCA ¶ 38,859, 2025 WL 2182624 (July 10, 2025).

[61]Peraton, Inc., ASBCA No. 62853, 25-1 BCA ¶ 38,856, 2025 WL 2097008 (July 10, 2025); Vectrus Sys. Corp., ASBCA No. 62685, 25-1 BCA ¶ 38,859, 2025 WL 2182624 (July 10, 2025).

[62]Sauer Inc., ASBCA No. 62295, 25-1 BCA ¶ 38,895, 2025 WL 2608426 (Aug. 13, 2025), motion for recons. denied, 2025 WL 3502189 (Nov. 18, 2025).

[63]Sauer Inc., ASBCA No. 62295, 25-1 BCA ¶ 38,895, 2025 WL 2608426 (Aug. 13, 2025) (citing Severin v. United States, 99 Ct. Cl. 435 (1943), cert. denied, 322 U.S. 733 (1944)).

[64]Sauer Inc., ASBCA No. 62295, 25-1 BCA ¶ 38,895, 2025 WL 2608426 (Aug. 13, 2025).

[65]Sauer Inc., ASBCA No. 62295, 25-1 BCA ¶ 38,895, 2025 WL 2608426 (Aug. 13, 2025) (citing W.G. Yates & Sons Constr. Co. v. Caldera, 192 F.3d 987, 991 (Fed. Cir. 1999)).

[66]Sauer Inc., ASBCA No. 62295, 2025 WL 3502189 (Nov. 18, 2025).

[67]Four LLC, CBCA No. 8468, 2025 WL 3727369 (Dec. 18, 2025), 68 GC ¶ 22.

[68]Four LLC, CBCA No. 8468, 2025 WL 3727369 (Dec. 18, 2025), 68 GC ¶ 22.

[69]Four LLC, CBCA No. 8468, 2025 WL 3727369 (Dec. 18, 2025), 68 GC ¶ 22.

[70]Four LLC, CBCA No. 8468, 2025 WL 3727369 (Dec. 18, 2025), 68 GC ¶ 22.

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