ANNUAL REPORT

UNITED STATES CIVILIAN BOARD OF CONTRACT APPEALS

Fiscal Year 2021

October 1, 2020 - September 30, 2021

MESSAGE FROM THE CHAIR

Happy Anniversary!

January 6, 2022, was the fifteen-year anniversary of the Civilian Board of Contract Appeals (CBCA). While it has been a very successful fifteen years at the CBCA, the last two have been especially challenging due to the pandemic. Impressively, however, during this last year, the CBCA continued to fulfill its mission to provide a "just, informal, expeditious, and inexpensive resolution" of cases through the hard work and dedication of our judges, legal counsel, law clerks, and amazing staff.

CBCA judges, often with the help of our talented law clerks, have become adept at holding virtual hearings and alternative dispute resolution (ADR) proceedings by Zoom. Our procedures and protocols, established in May of 2020 by our skilled legal team, have provided the structure required to conduct these proceedings successfully, and our IT team and staff have made the virtual hearings and other proceedings possible.

Our litigants and litigants' counsel have also made significant efforts to adapt to a virtual setting by providing competent presentations and arguments. While there have been a few issues, mainly as a result of faulty internet connections, on the whole, the cases have been well-presented, the witness testimony has been easily understood, and the interaction between the parties and with the judges has been effective.

Of course, we hope to return to in-person hearings and ADR proceedings soon. We, nonetheless, recognize the cost savings to the parties and the Government that is realized by not having to travel to hear or mediate a case. As such, once we resume in-person proceedings, we will continue to offer the option to conduct hearings and ADR proceedings virtually or through a combination of in-person and virtual appearances. In order to accommodate these hybrid proceedings, we have outfitted our courtrooms with the capability to allow witnesses to appear by Zoom with the judge and others appearing in person.

This year has also been one of transition. In May, the CBCA lost two esteemed judges, Judge Jeri Kaylene Somers and Judge Catherine B. Hyatt, to retirement. We continue to feel their absence, but we have successfully transitioned to new CBCA leadership and the other judges have stepped up to cover the gaps left by these retirements. I have been especially impressed with the leadership of the CBCA's new Vice Chairs, Judges Harold D. Lester, Jr. and Beverly M. Russell. I thank both Judges Lester and Russell and all of the CBCA judges and staff for their efforts to effect this seamless transition to our new leadership team.

While we do not know what the future holds in terms of returning to the office and in-person activities, we here at the CBCA are confident that we will be able to continue to fulfill our mission and resolve cases successfully and expeditiously. We will continue to adapt to the circumstances presented by the pandemic and to innovate ways to continue to provide exemplary services and an exceptional forum to the CBCA's litigants. We look forward to 2022!

Erica S. Beardsley
Board Chair

DECISIONS OF NOTE

***The Boeing Company v. Department of Energy*, CBCA 6359 (Dec. 7, 2020)**

The Board denied a motion for partial summary judgment from appellant, The Boeing Company (Boeing), concerning its claim for legal costs related to defending two lawsuits. In both lawsuits, the plaintiffs had alleged illnesses caused by the release of radioactive materials while performing a contract for the Department of Energy (DOE). Neither lawsuit was successful. One plaintiff voluntarily moved for dismissal, and the other plaintiff settled its lawsuit. DOE had no involvement in either lawsuit. Boeing then sought indemnification for its legal costs from DOE under the terms of its contract. In its motion, Boeing argued that it was entitled to recover its legal costs under the contract's nuclear hazards indemnification clause, Department of Energy Acquisition Regulation (DEAR) 952.250-7. That clause provides for indemnification from public liability related to a nuclear incident under the Price Anderson Act, 42 U.S.C. § 2210. The Board held that the occurrence of a nuclear incident, which had been alleged in both lawsuits, was not an undisputed fact and denied indemnification under that provision of the contract. Additionally, the Board rejected Boeing's alternate argument that indemnification was available under Federal Acquisition Regulation (FAR) clause 52.228-7 relating to insurance liability to third persons. That FAR provision conditions indemnification from a third party on either a judgment or settlement approved by DOE, and neither of those conditions applied to the lawsuits against Boeing. Finally, the Board rejected Boeing's argument that its legal costs were recoverable as an allowable cost under the contract's Allowable Cost and Payment clause, DEAR 952.216-7. That clause referenced FAR 31.201-2. The Board noted that recovery of third-party litigation costs under FAR 31.201-2 was only allowable if the plaintiffs were unlikely to prevail, and the record did not establish that condition as an undisputed fact.

***Mission Support Alliance, LLC v. Department of Energy*, CBCA 6476, et al. (Dec. 8, 2020)**

Mission Support Alliance, LLC (MSA) appealed the disallowance of Parent Office Support Plan (POSP) costs that the Department of Energy (DOE) had previously approved for fiscal years 2009 through 2018. MSA held a cost-reimbursement services contract with DOE that provided a mechanism under which MSA, a joint venture, could receive technical support from its parent organizations. The contract included both Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses requiring MSA to document and support its costs and to submit an annual POSP. Although a clause in the contract provided that parent organization costs were generally viewed as unallowable, the clause permitted the contracting officer, in his discretion, to authorize indirect or direct parent organization support costs if a direct-benefiting relationship to DOE was demonstrated.

The DOE contracting officer had approved POSPs for all years relevant to the dispute, with MSA documenting the POSP costs through a cost-review system of invoices and certifications of compliance from its parent organizations. In 2018, DOE issued a decision disallowing those support costs because MSA had failed to conduct thorough audits of its parent organizations, inclusive of obtaining payroll cost records for each employee in the POSP and other supporting documentation from the parent organizations. Before the Board, MSA sought summary judgment, arguing the regulations and contract provisions upon which DOE relied did not require MSA to obtain the parent-entity cost information that DOE was now demanding. The Board agreed, finding that MSA sufficiently recorded its own costs, as required by the contract, and was under no obligation to support the costs that other companies incurred while selling services to MSA, beyond the invoices that those companies submitted to MSA and that MSA paid. The Board held that while the FAR and DEAR clauses at issue obligated MSA to conduct or arrange for an audit of both its costs and its subcontractors' costs, an approved POSP does not necessarily create such a subcontractor relationship. Indeed, the regulations at issue relate to entities under the common control of the contractor, and MSA's parent organizations were not under its control. Turning to the contract, the Board determined that the DOE contracting officer's approval of each POSP precluded DOE from later retroactively conditioning funding on MSA's audit of the parent organizations.

***Wise Developments, LLC v. General Services Administration*, CBCA 6659 (Jan. 6, 2021)**

In 2014, a contracting officer for the General Services Administration (GSA) issued a letter terminating for default a lease with Wise Development, LLC (Wise) but did not provide any notice of Wise's appeal rights and did not title the letter a "final decision." Five years later, in 2019, Wise submitted a request for equitable adjustment (REA) to the GSA contracting officer, seeking compensation for what Wise described as GSA's improper termination of the contract. The GSA contracting officer responded by telling Wise that it was too late to challenge the 2014 termination. Wise subsequently appealed to the Board. GSA filed a motion to dismiss the appeal as untimely, arguing that, under the Federal Acquisition Regulation (FAR), a contractor has only ninety days after receipt of a termination decision to appeal to the Board (or one year after receipt to file suit in the Court of Federal Claims) and that Wise's failure to do so precluded it from challenging the termination indirectly in the form of its current monetary claim. Following briefing, the Board denied the motion, finding that Wise had not been apprised of its appeal rights in the 2014 termination letter and was prejudiced by the omission of that notice. The Board determined that the absence of an appeal rights notice in a contracting officer's decision does not automatically preclude the appeal deadline from starting to run, but the appeal deadline will not commence if the contractor can show that it was prejudiced by the absence of the appeal rights notice. The Board found that, in this case, Wise was prejudiced by the omission and that any finality accorded the "decision" that otherwise would have barred Wise from challenging the default termination was vitiated.

***4K Global-ACC Joint Venture, LLC v. Department of Labor*, CBCA 6683, et al. (Feb. 10, 2021)**

In this discovery dispute, the Board addressed a motion by the contractor, 4K Global ACC-Joint Venture, LLC (4KG-ACC), to compel the Department of Labor (DOL) to produce documents that DOL had claimed were privileged, as well as a motion to quash a subpoena that 4KG-ACC had served on a third party, Parsons Corporation (Parsons), for the production of text messages from the cellphones of the third party's employees. Although rejecting 4KG-ACC's broad challenge to all of DOL's attorney-client privilege and work product claims, the Board questioned the viability of DOL's assertion of deliberative process privilege over documents created as part of the contract administration process of the very contract at issue in the appeals. Reviewing past precedent, the Board indicated that documents successfully withheld under the deliberative process privilege typically relate to deliberations about matters of agency policy, such as modifications to safety standards, where concerns about public disclosure of internal commentary and analysis might tend to hinder full and frank exchanges of ideas and information. Such concerns do not typically arise in the context of contract administration matters, the Board recognized, and, even where they do, the importance of the Government's ability to withhold information about its own contract activities is diminished in response to an appeal challenging those actions and in which the Government has a direct pecuniary interest. Because the exact nature of the documents being withheld was not completely clear, the Board ordered an in camera review of the privileged documents, rather than immediate disclosure. As for the third-party motion to quash the subpoena, the Board held that there is nothing sufficiently unique about text messages that would exclude them from the discovery and production rules that apply to documentary evidence. Nevertheless, the Board agreed with DOL that, because of the nature of Parsons' work as the project manager for DOL on 4KG-ACC's contract, the "functional equivalent" doctrine could apply to permit the assertion of evidentiary privileges over communications during the project between DOL and Parsons.

***Widescope Consulting and Contracting Services v. Department of Health and Human Services*, CBCA 6895 (Mar. 17, 2021)**

The Department of Health and Human Services (HHS) filed a motion to dismiss the appeal of Widescope Consulting and Contracting Services (Widescope) for lack of jurisdiction. HHS argued that, because the contracting officer suspected fraud associated with the contract at issue, the HHS contracting officer lacked authority to decide Widescope's claim. Under the Contract Disputes Act (CDA), a contracting officer, when presented with a claim in excess of $100,000, is required to issue a decision within sixty days or notify the contractor when a decision will be issued. If a timely decision is not forthcoming, it will be "deemed denied," and the contractor can file an appeal. Federal Acquisition Regulation (FAR) 33.210, however, provides that a contracting officer's "authority to decide or resolve claims does not extend to . . . [t]he settlement, compromise, payment or adjustment of claims involving fraud." Citing to the Board's earlier decision in *Savannah River Nuclear Solutions, LLC v. Department of Energy*, CBCA 5287, 17-1 BCA ¶ 36,749, HHS argued that, because the HHS contracting officer suspected fraud on the claim, he lacked authority to decide it, and, as a result, the claim could not ripen into an appealable "deemed denial."

In denying HHS's motion, the Board determined that the mere suspicion of fraud is inadequate to defeat a finding of jurisdiction, distinguishing the case from *Savannah River* in which, by the time that the appeal was filed, the Department of Justice had already filed a False Claims Act action in the United States district court. Judge Sullivan, in a concurrence, found the facts of this case and those in *Savannah River* to be indistinguishable but believed that the Board possessed jurisdiction to entertain this appeal and that *Savannah River* was incorrectly decided. The concurrence indicated that the CDA requires the contracting officer to issue a decision on a claim and that FAR 33.210 does not eliminate that obligation, even if the claim involves fraud.

***Art Property Associates, LLC v. General Services Administration*, CBCA 6493, et al. (May 25, 2021)**

In a consolidated decision on twelve appeals, the Board held that several supplemental lease amendments (SLAs), which had been unilaterally issued several years earlier by the General Services Administration (GSA), constituted valid final decisions under the Contract Disputes Act (CDA). In most of the cases at issue, GSA had unilaterally set off monies to recoup real estate taxes that it had previously overpaid to the lessors and issued SLAs with each setoff. Appellants contended that the contracting officer failed to assert a government claim for the taxes within the CDA's six-year statute of limitations. For each of the twelve undecided appeals, the Board found that the "finality of the SLAs on the issue of liability and damages" owed to GSA "is the determining factor" in suspending the statute of limitations. In nine of the twelve appeals, the Board denied the appellants' motions for summary judgment, finding that the contracting officer had properly asserted a government claim for setoff by withholding payment and issuing an SLA with language resolving liability and damages. In the other three appeals, the Board granted the appellants' motions for summary judgment, finding that the SLAs did not sufficiently relate to the setoffs and that GSA's claims for reimbursement were time-barred. The Board also concluded that appellants were barred from recovering other than CDA interest.

***Request for Advisory Opinion in United States v. Savannah River Nuclear Solutions, LLC*, CBCA 5713 (June 10, 2021)**

For the first time since its inception, the Board issued an advisory opinion in response to a request by a United States district court pursuant to the Contract Disputes Act (CDA), 41 U.S.C. § 7107(f). The United States District Court for the District of South Carolina requested an advisory opinion from the Board on two issues of contract interpretation arising from a pending False Claims Act suit. The Board conducted proceedings similar to those that apply in CDA appeals of contracting officers' decisions, assigning the case to a three-judge panel and allowing discovery and a hearing. The Board transmitted its advisory opinion to the district court on June 10, 2021, which then issued the Board's opinion to the parties. Soon thereafter, the False Claims Act case before the district court was resolved by a voluntary settlement between the parties.

***Knight's Construction v. Department of Agriculture*, CBCA 6658 (July 2, 2021)**

The United States Forest Service (Forest Service) sought dismissal for lack of jurisdiction of an appeal that Knight's Construction (Knight) had filed, arguing that the appeal was untimely filed. On August 19, 2019, the Forest Service terminated its contract with Knight and informed Knight that it could appeal the decision by contacting the Board of Contract Appeals of the U.S. Department of Agriculture, Washington D.C. Knight twice sent its appeal file to an incorrect address based on defective information provided by the Forest Service. Just before the close of business on November 19, the Forest Service emailed Knight to advise that the Department of Agriculture Board of Contract Appeals' functions had been assumed by the Civilian Board of Contract Appeals and provided Knight with the Board's mailing address. The email also informed Knight that it could file its appeal electronically or via facsimile. On November 20, Knight shipped its appeal to the CBCA, and on November 22, the Board docketed the appeal. The Forest Service moved to dismiss, arguing the appeal was untimely filed because Knight had filed it with the Board more than ninety days after receiving the contracting officer's decision. Although the Board agreed that the contractor had missed the ninety-day window, the Board found that the appeal time may not start to run in situations where the Government provides a defective notice of appeal rights. Drawing on *Wise Developments, LLC v. General Services Administration*, CBCA 6659, 21-1 BCA ¶ 37,774, the Board looked to whether Knight detrimentally relied on and was prejudiced by an appeal rights notice. Because the Forest Service provided Knight with incorrect information and did not provide accurate information until the evening of the last day to file a timely appeal, the Board found that Knight was prejudiced by the incorrect information that the Forest Service had originally provided in the contracting officer's decision and that, as a result, receipt of the decision did not commence the clock for appeal. Accordingly, the Board denied the Forest Service's motion to dismiss.

***Michael Johnson Logging v. Department of Agriculture*, CBCA 5089, et al. (July 30, 2021)**

Appellant, Michael Johnson Logging (MJL), claimed that several actions by the Department of Agriculture (USDA) had breached its timber sale contract. Although it denied MJL's arguments that various actions violated the agency's implied duty of good faith and fair dealing, the Board found that the agency's miscalculation of extension deposits that MJL was required to make constituted an express breach of the contract. A clause in the contract allowed MJL to request extensions of the timber sale contract but required MJL to make a monthly deposit in exchange for the extension. The contracting officer mistakenly used the wrong figures in calculating the extension deposit, which resulted in MJL paying a deposit that exceeded the amount that the contract actually required by more than 6000%. Although the USDA eventually realized its error and refunded the overpayment, MJL asserted that the required deposit was so substantial for a small business like MJL that it left MJL without funds to pay to harvest all of the timber that it would have had the deposit been properly calculated. MJL argued that it was entitled to recover lost profits for the timber that MJL would have harvested had it had the funding to do so.

The Board recognized that, normally, an overcharge will not provide a basis for damages because a contractor is expected to have sufficient financial resources to perform its contracts. Nevertheless, the Board found that, in these circumstances, the agency should have foreseen that a 6000% increase in the deposit requirement would have made it impossible for the contractor to harvest timber. The Board determined that the contractor had sufficiently proved entitlement to lost profits by showing that the breach was the cause of the loss of profits, the agency knew of the unusual circumstances, and the amount could be determined with reasonable certainty.

***St. John's River Utility, Inc.*, CBCA 6903-FEMA (Oct. 30, 2020); *Village of Pinecrest, Florida*, CBCA 7011-FEMA (Feb. 19, 2021); *Town of Elizabethtown, North Carolina*, CBCA 7064-FEMA (Apr. 14, 2021); and *City of Pine Bluff, Arkansas*, CBCA 7102-FEMA (June 24, 2021)**

During the past year, the Board has seen a significant increase in arbitration requests under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5189a (2018), an authority that Congress granted the Board through an amendment to the Stafford Act in October 2018. Under the statute, the Board has authority to arbitrate disputes above certain dollar thresholds involving applicants' eligibility for assistance from the Federal Emergency Management Agency (FEMA) for disasters that occur after January 1, 2016. Following the statutory amendment, the Board has had to address numerous issues regarding the scope of the Board's statutory authority, and this year was no exception.

One issue about which parties before the Board have often disagreed is the extent to which, as part of its arbitration authority, the Board can consider challenges to determinations by FEMA that a request for assistance or a challenge to a determination denying assistance was untimely. Although FEMA has argued that the Board lacks authority to entertain such complaints, the Board this year considered several such challenges. In *St. John's River Utility*, the arbitration panel found that the applicant's request for public assistance, which the applicant had timely provided to the grantee, was untimely because the grantee failed to forward it to FEMA in the required time frame. In *Village of Pinecrest*, the arbitration panel found that a first-level appeal of a FEMA decision denying public assistance was timely when it was filed on the first business day after the sixty-day period for filing a first-level appeal had expired, overturning FEMA's determination to the contrary. In both *Town of Elizabethtown* and *City of Pine Bluff*, the arbitration panel found untimely an arbitration request submitted late to the Board by the grantee, even though the grantee timely received the request from the applicant.

CBCA LAW CLERKS

Class of 2021-2022

Ms. Camille Chambers is a 2021 graduate of The George Washington University Law School, where she received a J.D. with a concentration in Government Procurement Law. While in law school, Ms. Chambers was a member of the International Law in Domestic Courts Journal, interned at the U.S. AbilityOne Commission and U.S. Court of Federal Claims, and was a research assistant for the GW Regulatory Studies Center. She previously worked at the CBCA as a law clerk in the summer of 2020. Ms. Chambers earned her Master's degree in anthropology from The College of William and Mary, and her B.A. in anthropology and English from the University of Florida. She was a teacher for three years prior to attending law school.

Mr. Nicholas Feldstern is a 2021 graduate of The George Washington University Law School. He was a member of the Public Contract Law Journal, which recently published his article "Tempering the 809 Panel's Recommended Expansion of Other Transaction Authority". While in law school, Mr. Feldstern also interned at the Department of Justice, the U.S. Attorneys Office, and the law firm Lutzker & Lutzker LLP. Mr. Feldstern received his B.A. in history from the University of California, Santa Barbara.

Ms. Morgan Huston is a 2021 graduate of The George Washington University Law School, where she fulfilled the requirements for a concentration in Government Procurement Law. Ms. Huston served as an Articles Editor on the Public Contract Law Journal, Co-Chair of the Government Contracts Moot Court Board, and Secretary of the Government Contracts Student Association. Ms. Huston received her B.A. in political science and psychology, with a minor in sociology, from Vanderbilt University.

CBCA EMPLOYEE RECOGNITION

The Board wants to acknowledge the outstanding work of Judge Marian E. Sullivan, who, for the past four years, has had primary responsibility for managing the Board's law clerks to ensure that they work with a variety of judges, that their assignments cover diverse topics and subject areas, and that they have the resources they need to develop quality work product. She devotes significant time and energy to selecting and managing the Board's three full time law clerks, each of whom is with the Board for approximately a year; four summer law clerks; and additional student law clerks who work with the Board for school credit during the spring and fall. Through her considerable efforts, the Board's clerks gain valuable experience and hone their legal skills, which we hope will assist them as they move on to successful legal careers. Our many thanks to Judge Sullivan!

IT Spotlight

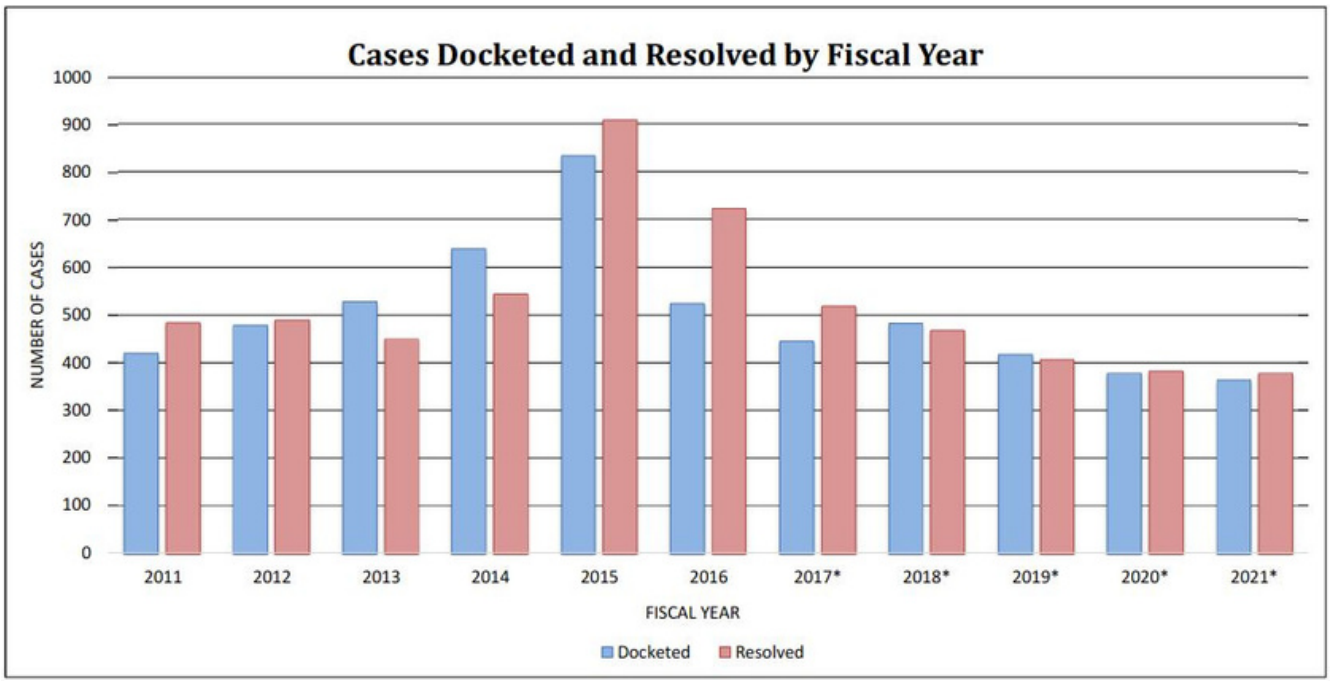
The role of IT has really come to the fore recently as an indispensable foundation supporting essentially all workplace operations particularly as many employees, including those working for the federal government, began to work away from their physical office locations due to COVID. As for IT, the Board has been fortunate. Arthur Hawkins and Anthony Graham, the Board's IT staff, performed their jobs exceptionally even before the pandemic. Without Art and Anthony, the Board simply could not have functioned over the past two years. The Board never shut down during the pandemic significantly due to their hard work and dedication. Art and Anthony assisted their colleagues at the Board with the transition to telework and throughout the pandemic by ensuring that servers were functioning adequately, needed software was available, and through able technical assistance oftentimes requiring their patience and a good sense of humor. The Board is grateful to Art and Anthony for their contributions to the Board and commitment to public service.

Anthony Graham

Art Hawkins

FISCAL YEAR 2021 STATISTICS

The chart below details the total cases filed and resolved by fiscal year since 2011.



***2017-2021 include separate ADR cases where there is an underlying docketed appeal.**

The chart below shows all electronic filings received by the CBCA during FY 2021. In this fiscal year approximately 98% of all filings were submitted electronically.

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
Processed	291	272	301	**864**	251	295	379	**925**	373	287	309	**969**	262	290	309	**861**	**3619**
Not Processed	36	32	42	**110**	25	19	37	**81**	34	27	22	**83**	28	14	18	**60**	**334**
Rejected	14	22	18	**54**	8	6	17	**31**	7	15	14	**36**	7	8	2	**17**	**138**
Spam/Trash	50	49	34	**133**	37	30	26	**93**	28	17	15	**60**	18	17	185	**220**	**506**
TOTAL	**391**	**375**	**395**	**1161**	**321**	**350**	**459**	**1130**	**442**	**346**	**360**	**1148**	**315**	**329**	**514**	**1158**	**4597**

Processed (Submissions found to be compliant with the CBCA's rules and that were included in the case record); **Not Processed** (Submissions deemed not proper to include in the case record, such as acknowledgment of receipt emails from one party to the other, duplicate filings, and emails directed to the Clerk's office regarding general questions); **Rejected** (Submissions found to be non-compliant with the CBCA's rules and that were not included in the case record, such as filings with attachments that were not in PDF format, filings without the intended attachments, and filings in which the party submitted links in lieu of providing the actual documents); **Spam/Trash** (Spam emails, advertisements, etc.)

FISCAL YEAR 2021 STATISTICS

The chart below shows all new cases docketed by the CBCA during FY 2021 by case type.

CASES DOCKETED

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
ADR	3	1	3	**7**	4	23	6	**33**	4	4	4	**12**	2	9	9	**20**	**72**
Appeal	13	10	23	**46**	19	10	26	**55**	22	12	17	**51**	11	13	9	**33**	**185**
Appeal Recon	0	1	3	**4**	0	0	0	**0**	5	1	0	**6**	0	0	0	**0**	**10**
Debt	0	0	0	**0**	0	0	0	**0**	0	3	0	**3**	3	1	2	**6**	**9**
EAJA Cost	0	0	0	**0**	0	0	0	**0**	1	0	0	**1**	0	2	0	**2**	**3**
FCIC	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
FCIC Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
FEMA	0	1	2	**3**	2	0	5	**7**	3	0	1	**4**	3	3	7	**13**	**27**
FMCSA	0	1	0	**1**	0	1	2	**3**	0	0	0	**0**	0	1	0	**1**	**5**
ISDA	3	1	0	**4**	0	1	0	**1**	0	2	0	**2**	1	1	0	**2**	**9**
ISDA Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Other	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Petition	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**1**
Rate	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Rate Recon	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
RELO	6	2	1	**9**	2	1	3	**6**	1	2	0	**3**	3	3	2	**8**	**26**
RELO Recon	0	0	0	**0**	0	1	0	**1**	0	0	0	**0**	1	0	0	**1**	**2**
TRAV	4	0	2	**6**	1	1	0	**2**	1	0	0	**1**	0	1	1	**2**	**11**
TRAV Recon	1	1	0	**2**	1	0	0	**1**	1	0	0	**1**	0	0	0	**0**	**4**
TOTAL	**30**	**19**	**34**	**83**	**29**	**38**	**42**	**109**	**38**	**24**	**22**	**84**	**24**	**34**	**30**	**88**	**364**

ADR	Alternative Dispute Resolution case (includes those with an underlying appeal)	**ISDA**	Indian Self Determination Act case
Appeal	Contract Disputes Act appeal of a contracting officer's final decision (COFD)	**Petition**	Requesting an order for a COFD
Debt	Debt collection case	**Rate**	GSA transportation audit case
EAJA Cost	Equal Access to Justice Act case	**RELO**	Relocation expenses case
FCIC	Federal Crop Insurance Corp. case	**Recon**	Reconsideration of any type of case
FEMA	Federal Emergency Management Agency case	**TRAV**	Travel expenses case
FMCSA	Federal Motor Carrier Safety Administration case		

The chart below shows filings and notices related to appeals of CBCA decisions to the United States Court of Appeals for the Federal Circuit in FY 2021.

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT FILINGS/NOTICES

	Oct.	Nov.	Dec.	1st QTR.	Jan.	Feb.	Mar.	2nd QTR.	Apr.	May	Jun.	3rd QTR.	Jul.	Aug.	Sep.	4th QTR.	FY TOTAL
Docketed	0	0	0	**0**	0	1	0	**1**	1	0	2	**3**	2	0	0	**2**	**6**
Certified List	0	0	0	**0**	0	0	1	**1**	0	1	1	**2**	1	1	0	**2**	**5**
Opinion	0	1	0	**1**	1	2	0	**3**	2	1	2	**5**	1	0	0	**1**	**10**
Mandate	0	0	0	**0**	2	0	2	**4**	0	0	0	**0**	3	1	0	**4**	**8**
TOTAL	**0**	**1**	**0**	**1**	**3**	**3**	**3**	**9**	**3**	**2**	**5**	**10**	**7**	**2**	**0**	**9**	**29**