ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of -	)	
	)	
Blackstone Consulting, Inc.	)	ASBCA No. 64558
	)	
Under Contract No. HQ0847-24-D-0001	)	

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OPINION BY ADMINISTRATIVE JUDGE EYESTER
ON THE GOVERNMENT'S MOTION TO DISMISS

Appellant Blackstone Consulting, Inc. (BCI) appeals a contracting officer's final decision denying its claim for German labor law costs resulting from a decision by the Washington Headquarters Services (WHS) to stop ordering services pursuant to BCI's indefinite delivery, indefinite quantity contract. BCI contends WHS delayed disclosure of this information, thus causing an increase in the mandatory labor costs owed under German law. BCI presented three theories for recovery: breach of good faith and fair dealing, superior knowledge, and "Alternative Relief Based on Government Representations and Contract Administration."

BCI elected to utilize the Board's accelerated procedures pursuant to Rule 12.3. Subsequent to the election, WHS filed a motion to dismiss the entire appeal for failure to state a claim. For the reasons discussed below, we dismiss the appeal.

STATEMENT OF FACTS (SOF) FOR PURPOSES OF THE MOTION

1. On June 27, 2024, the Washington Headquarters Service (WHS) awarded Blackstone Consulting, Inc. (BCI) an indefinite delivery, indefinite quantity (IDIQ) contract for meal services at the George C. Marshall Center Dining Facility Operations and Support Services Center located in Germany (R4, tab 1 at 1-3, 15, tab 2). The

IDIQ contract included six contract line items (CLINs) with estimated quantities, as follows: CLINs 01-05 were fixed unit-priced per meal and CLIN 06 was fixed unit-priced per month for operational support (R4, tab 1 at 3, 15).

2. CLIN 06 for operational support required BCI furnish all labor, personnel, materials, and other items necessary to support the center in accordance with the performance work statement (PWS), attachments, and local German labor laws (R4, tab 1 at 7). Specifically, the IDIQ contract stated that for operational support services, "[c]ompliance with German law is a material contract requirement" (*id.* at 50).

3. The IDIQ contract explicitly stated it was for non-personal services, with an individual acting as an independent contractor and thus the contractor was "solely" responsible for reporting and payment obligations under the Host nation tax and labor laws (R4, tab 1 at 3). Again, the IDIQ contract stated that BCI "shall comply with German law" (*id.* at 33).

4. The IDIQ contract incorporated by reference Federal Acquisition Regulation (FAR) 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (R4, tab 1 at 10). According to this clause, the schedule of supplies/services takes precedence over everything else in the IDIQ contract in the event there is any inconsistency. FAR 52.212-4(s). The IDIQ contract's schedule of supplies/services set forth an ordering period of July 1, 2024 through May 31, 2029, with a six-month option to extend (R4, tab 1 at 3). In other words, the schedule, which is controlling, provided for a nearly five-year ordering period, with a single six-month option to extend. Likewise, FAR 52.216-18, ORDERING (AUG 2020), incorporated in full in the contract, stated that "orders may be issued from June 1, 2024 through May 31, 2029" (*id.* at 14). Further, the IDIQ contract's delivery requirements show the period of performance as July 1, 2024 through May 31, 2029 (*id.* at 8-9). FAR 52.216-22, INDEFINITE QUANTITY (OCT 1995), incorporated in full, stated the contract was an indefinite quantity contract for the listed supplies/services "and effective for the period stated, in the Schedule" (*id.* at 15). However, in the PWS of the IDIQ contract, there was a contradictory provision that stated the period of performance was one base period of 12 months, four 12-month option periods, and one six-month extension (*id.* at 32).

5. With respect to options, the IDIQ contract set forth in full FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999), which explained WHS may require BCI continue performance "of any services within the limits and at the rates specified in the contract" which would be adjusted only for prevailing labor rates provided by the Secretary of Labor. The contracting officer was required to notify BCI it was exercising the option within 30 days prior to the IDIQ contract expiration. (R4, tab 1 at 15) The IDIQ contract did not include FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (*see id.*).

6. The IDIQ contract further stated: "It is understood and agreed that the Government has no obligation to issue any Task Orders except the minimum order" (R4, tab 1 at 3). The IDIQ contract minimum was $3500 (*id.* at 7). The FAR indefinite quantity clause, 52.216-22(b), stated that delivery or performance "shall be made only as authorized by orders issued in accordance with the Ordering clause" and that the contractor (BCI) shall furnish the supplies/services "when and if ordered" (*id.* at 15). Likewise, per the IDIQ contract's ordering instructions, services were to be provided "solely at such times as ordered by the issuance of Task Orders by the Contracting Officer." The IDIQ contract further stated: "It is understood and agreed that the Government has no obligation to issue any Task Orders except the minimum order." (R4, tab 1 at 3)

7. The FAR 52.216-18, ordering clause also explained that all orders would be subject to the IDIQ contract's terms and conditions. If there was any conflict between the terms and conditions, the IDIQ contract controlled. (R4, tab 1 at 14)

8. On June 11, 2025, WHS notified BCI that pursuant to FAR 52.217-9, the option to extend the term of the IDIQ contract, it was exercising option year 1, and this notification "DOES NOT commit" WHS to exercise the option or obligate funds against the IDIQ contract, but was for planning purposes (R4, tab 8 at 1). As noted, the IDIQ contract did not include FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (*see* SOF ¶ 5). WHS requested the 12-month period of performance change such that it would become two, six-month periods (July 1, 2025 through December 31, 2025 and January 1, 2026 through June 30, 2026) (R4, tab 8 at 1). BCI agreed to the change (R4, tab 9 at 2). In response, the contracting officer explained that the Marshall Center was expecting a lower participant turnout and would request a quotation for a task order once the government completed its independent estimate (*id.* at 1).

9. On June 30, 2025, the contract specialist issued a task order for a six-month period of performance and stated "[w]hen the subsequent 6-month option period will be exercised, it will be a separate task order" (R4, tab 10 at 1). The issued task order was fixed-price, and its period of performance was from July 1, 2025 through December 31, 2025 (R4, tab 6 at 3-7, 11). CLIN 06 of the task order, like CLIN 06 for the IDIQ contract, was for operational support and included all labor, personnel, supplies, materials, and other necessary items to provide support to the facility in accordance with the performance work statement (*id.* at 6-7). CLIN 06 pricing also included all other requirements, including compliance with local German labor laws (*id.*).

10. On July 31, 2025, WHS met to discuss the IDIQ contract (R4, tab 11). On September 18, 2025, WHS notified BCI that it would not be exercising the second,

six-month option with the January 1, 2026 through June 30, 2026 period of performance, nor the remaining option years (R4, tab 12).

11. On January 27, 2026, BCI filed a claim with WHS seeking $94,744.35 for mandatory German statutory notice-period and termination costs (R4, tab 15 at 4). BCI claimed that WHS failed to disclose, "at the earliest reasonable opportunity," that it would not likely continue with the requirement. BCI did not argue that WHS was required to exercise an option, but only that it could not legally or competitively price the recovery of mandatory, non-discretionary foreign-law costs which were "unreasonably magnified" by WHS's "delayed disclosure" that the requirement would end. BCI stated that the contract was fixed-price, and contained no cost-reimbursement provisions, no labor-hour or time and materials CLINs, and no clause similar to FAR 52.216-7 concerning allowable costs and payments. (*Id.* at 1) BCI contended that, at the time it priced the contract, "it did not know whether it would continue beyond the option period," which employees would be terminated, or the duration of statutory notice periods and thus could not lawfully or competitively include a shutdown reserve in its price (*id.* at 2). According to BCI, several employees needed at least three to five months of notice (R4, tab 16).

12. In its claim, BCI sought reimbursement for the German law personnel costs due to "an unreasonable hindrance to orderly close-out and failure to cooperate in a manner consistent with the implied duty of good faith and fair dealing." In the alternative, BCI argued WHS had superior knowledge concerning the likely discontinuation of the services and failed to disclose this knowledge to BCI. (R4, tab 15 at 3)

13. On April 8, 2026, the contracting officer issued a final decision denying the claim (R4, tab 20). According to the contracting officer, the IDIQ contract was for a period of five years (not one-year with four option years) and the task order at issue was fixed-priced and had almost a six-month period of performance (*id.* at 1). As a result, there were no options to exercise and if the agency wanted additional services after the task order's expiration, it would have had to issue a new task order (*id.* at 3). The contracting officer also concluded that BCI could have built the risk for certain costs in its price as there was no mechanism in the IDIQ contract or task order to cover the risk of which BCI complains (*id.* at 4-5). The contracting officer concluded that WHS did not breach the duty of good faith and fair dealing because there was nothing in the IDIQ contract requiring the agency provide notice within a certain time regarding placement (or nonplacement) of additional orders (*id.* at 9-12). Finally, the contracting officer concluded it did not fail to disclose "superior knowledge" because whether or not WHS was likely to discontinue the work is not a proper basis for a superior knowledge claim (*id.* at 13).

DECISION

BCI's complaint, like its claim, alleges in Count I that WHS breached the implied duty of good faith and fair dealing (compl. ¶¶ 21-24) when it failed to disclose at the "earliest reasonable opportunity, information bearing on the likelihood that the requirement would not continue" (*id.* ¶ 25). BCI contends this delayed disclosure increased the mandatory statutory labor costs owed under German law (*id.* ¶¶ 26-27). BCI further alleges in Count II that WHS possessed material, non-public information about internal operational, contractual, staffing, budgetary, acquisition or performance-related information regarding the ultimate decision to discontinue services (*id.* ¶ 32). According to BCI, this failure to disclose material information or "superior knowledge" caused BCI to incur additional labor costs (*id.* ¶¶ 35-36). Finally, BCI alleges in Count III that WHS's conduct in administering the contract caused the increase in labor costs (*id.* ¶¶ 39-42). This count is titled "Alternative Relief Based on Government Representations and Contract Administration" (*id.* at 4).

WHS moves to dismiss the entire appeal for failure to state a claim. With respect to Count I, WHS argues that an allegation of breach of good faith and fair dealing must be tethered to the express terms of the contract and if it is not, must be dismissed for failure to state a claim (gov't mot. at 3-8). According to WHS, there is nothing in the IDIQ contract requiring or promising it notify BCI of the likelihood it will or will not issue a task order (*id.* at 8; app. opp'n at 2-5, 9-12 (no duty to provide task order forecasting or operational information such as budgets)). WHS relies heavily on our decision in *SupplyCore, Inc.*, ASBCA No. 58676, 16-1 BCA ¶ 36,262, which we discuss later in the decision (gov't mot. at 9-12).

With respect to Count II, WHS argues that the complaint fails to allege an operative fact required to prove superior knowledge (gov't mot. at 13). Specifically, as BCI only argues that WHS failed to disclose the "likelihood" that WHS would not issue additional orders, rather than argue WHS failed to disclose a specific fact, this allegation fails to state a claim (*id.*). WHS further argues that superior knowledge is premised on the government knowing and failing to disclose certain operative facts "before award" and here, in contrast, BCI argues WHS failed to disclose this "likelihood" of discontinuance during performance of the task order (*id.* at 14).

Finally, with respect to Count III, WHS argues that BCI's allegation regarding WHS's conduct in administering the contract causing the increase in labor costs fails to identify a specific cause of action or theory of liability (gov't mot. at 15). As such, WHS contends it does not have fair notice of the claim allegation (*id.* at 17).

In response, BCI argues that the issue in the appeal is whether WHS's "administration of [the task order] impaired BCI's ability to make timely workforce decisions that would have mitigated the effects of time-sensitive German labor law obligations" while BCI was still performing (app. opp'n at 1). BCI contends that in its answer, WHS admits that before September 18, 2025, it possessed material, non-public information regarding the likelihood it would not need the services after December 31, 2025 (*id.* at 1, 6-7). Further, BCI contends WHS admitted it had earlier internal discussions on the matter (*id.* at 7). BCI argues WHS was required to disclose this information (*id.* at 2).

Based on this, BCI contends WHS had a duty to administer the contract in a way that would mitigate BCI's requirement to pay German law labor costs and its conduct was inconsistent with the contract's purpose and deprived BCI of the contemplated value of the bargain (*id.* at 4, 15). Because WHS failed to do so, BCI contends WHS breached the duty of good faith and fair dealing (*id.* at 13-17). According to BCI, the bargain here (the contract's purpose) was more than just serving meals--it required workforce decisions such as staffing, key personnel, etc. (*id.* at 13-14).

Further, BCI argues that since WHS admitted it knew before September 2025 and may even have known before issuing the final task order that it would not need any further services, this supports a superior knowledge claim which the Board should not dismiss (*id.* at 18-19). With respect to the final count, BCI argues it is preserving some "alternative basis for contract relief" which it does not identify but explains that rather than dismiss this count, the Board should ask for a more definite statement (*id.* at 23-24). Overall, BCI argues that since it has served discovery and the Rule 4 file does not include documents such as workforce planning and other materials (showing what information WHS had, what it meant, and when it should have been disclosed), the record does not contain sufficient facts to resolve the factual dispute at this juncture (*id.* at 10-13).

Standard of Review

The Board considers motions to dismiss for failure to state a claim even though our rules have no equivalent to Federal Rules of Civil Procedure (FED. R. CIV. P.) 12(b)(6). *Fluor Intercontinental, Inc.*, ASBCA Nos. 62550, 62672, 22-1 BCA ¶ 38,105 at 185,095. A dismissal for failure to state a claim is appropriate only where the facts asserted in the complaint do not entitle the claimant to a legal remedy. *Flatiron/Dragados/Sukut JV*, ASBCA Nos. 63019, 63020, 23-1 BCA ¶ 38,332 at 186,142 (citation omitted). Specifically, the Board will grant such a motion "when the complaint fails to allege facts plausibly suggesting a showing of entitlement to relief." *Id.* (citing *Lockheed Martin Integrated Sys., Inc.*, ASBCA Nos. 59508, 59509, 17-1 BCA ¶ 36,597 at 178,281).

When considering the motion, the Board '"must accept well-pleaded factual allegations as true and must draw all reasonable inferences in favor of the claimant."'

Lockheed Martin Integrated Sys., Inc., 17-1 BCA ¶ 36,597 at 178,281 (quoting *Kellogg Brown & Root Servs., Inc. v. United States*, 728 F.3d 1348, 1365 (Fed. Cir. 2013)). "We decide only whether the claimant is entitled to offer evidence in support of its claims, not whether the claimant will ultimately prevail." *Matcon Diamond, Inc.*, ASBCA No. 59637, 15-1 BCA ¶ 36,144 at 176,407.

For our review, "[w]e are not limited to the four-corners of the complaint," and may review the claim and '"matters incorporated by reference or integral to the claim, items subject to judicial notice, matters of public record, orders, items appearing in the record of the case, and exhibits attached to the complaint whose authenticity is unquestioned . . . ."' *Fluor Intercontinental, Inc.*, 22-1 BCA ¶ 38,105 at 185,096 (quoting 5B CHARLES A. WRIGHT & ARTHUR R. MILLER, FED. PRAC. & PROC. CIV. § 1357 (3d ed.)). Since the parties' contract rights are integral to the claim, we must interpret the contract here; such an interpretation is a question of law. *See Ace Elec. Def. Sys.*, ASBCA No. 63224, 22-1 BCA 38,213 at 185,568 (citing *NOAA Md., LLC v. Adm'r of the Gen. Servs. Admin.*, 997 F.3d 1159, 1165 (Fed. Cir. 2021). Thus, "we consider the contract's terms in determining whether the complaint asserts a claim upon which relief may be granted." *Id.* (citing *Parwan Grp. Co.*, ASBCA No. 60657, 18-1 BCA ¶37,082 at 180,498).

Breach of Good Faith and Fair Dealing

The implied duty of good faith and fair dealing imposes on a party the "'duty not to interfere with the other party's performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract."' *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019) (quoting *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005)). This implied duty "'cannot expand a party's contractual duties beyond those in the express contract or create duties inconsistent with the contract's provisions."' *Id.* (quoting *Precision Pine & Timber, Inc. v. United States*, 596 F.3d 817, 831 (Fed. Cir. 2010)). Further, "an act will *not* be found to violate the duty (which is implicit in the contract) if such a finding would be at odds with the terms of the original bargain, *whether by altering the contract's discernible allocation of risks and benefits* or by conflicting with a contract provision." *Metcalf Constr. Co. v. United States*, 742 F.3d 984, 991 (Fed. Cir. 2014) (emphasis added).

As acknowledged by the complaint, the contract was fixed price (compl. ¶ 5). In fact, it was a fixed unit-priced IDIQ contract with a resulting fixed-priced order (SOF ¶¶ 1, 9). Despite the contracting officer's nomenclature when issuing the orders, the IDIQ contract's ordering period was for five years (SOF ¶ 4). When WHS issued the task orders, they were not options, but simply task orders issued pursuant to the IDIQ.

"Under a firm-fixed price arrangement, [BCI] assumed 'maximum risk and full responsibility for all costs and resulting profit or loss.'" *Parsons Gov't Servs., Inc.*, ASBCA No. 61630, 20-1 BCA ¶ 37,655 at 182,815 (quoting FAR 16.202-1). Thus, "[t]he price was 'not subject to any adjustment on the basis of [BCI's] cost experience in performing the contract.'" *Id.* (quoting *Zafer Taahhut Insaat ve Ticaret A.S. v. United States*, 833 F.3d 1356, 1361 (Fed. Cir. 2016)). The essence of BCI's complaint is that it had to pay German labor costs because WHS failed to advise it in advance that it would no longer need the services included in the IDIQ contract. However, BCI has not identified anything in the contract or order requiring this, or that would shift the risk of such costs to the government. *See Ace Elec. Def. Sys.*, 22-1 BCA 38,213 at 185,568; *see also Metcalf Constr. Co.*, 742 F.3d at 991 (acts cannot violate the duty of a good faith and fair dealing when such a finding would alter the contract's allocation of risk).

Here, neither the IDIQ contract nor the order include a price adjustment clause. BCI admits that the contract contained no cost-reimbursement provisions, no labor-hour or time and materials CLINs, and no clause similar to FAR 52.216-7 concerning allowable costs and payments (SOF ¶ 11). Rather, the IDIQ contract included estimated quantities, fixed unit-priced CLINs for meals, and a fixed unit-priced per month CLIN for operational support which required BCI provide all labor, personnel, materials, and other items necessary to support the center in accordance with the PWS and local German labor laws (SOF ¶¶ 1-2). The IDIQ contract explicitly stated BCI was "solely" responsible for reporting and payment obligations under the Host nation tax and labor laws (SOF ¶ 3). BCI's allegations it could not legally or competitively price the recovery of mandatory, non-discretionary foreign-law costs are belied by the terms of the contract (e.g., CLIN 06) and its fixed unit-priced nature (and the task order's fixed price).

Even assuming all facts in favor of BCI (*i.e.*, that WHS knew prior to September 2025 it would no longer need the services, that the contract specialist led BCI to believe more task orders would be coming by stating "when the subsequent 6-month option period will be exercised, it will be a separate task order), this does not support its argument that WHS was *required* to inform BCI "earlier" about its need (or lack of one) for these services. Here, WHS was not even obligated pursuant to the IDIQ contract to issue any task orders except to meet the minimum of $3500, which it did (SOF ¶ 6, 9). After that, WHS did not have to issue any additional task orders. *Travel Centre v. Barram*, 236 F.3d 1316, 1319 (Fed. Cir. 2001) (after the government purchases the minimum quantity set forth in an IDIQ contract, "its legal obligation under the contract is satisfied."). This is likely why BCI cites to nothing in the IDIQ contract, task order, FAR, DFARS or case law *requiring* WHS to provide this information, let alone provide it in a specific timeframe. *Contrast ARCTEC Services*, ASBCA No. 56444 *et al.*, 11-1 BCA ¶ 34,743 (contractor was entitled to a price adjustment pursuant to price adjustment clause for severance costs because the contract's wage determinations incorporated contractor's collective bargaining agreements with unionized employees).[1]

We agree with WHS that this issue is comparable to the one presented in *SupplyCore, Inc.*, 16-1 BCA ¶ 36,262, even if that appeal involved the exercise of options and this one does not. In *SupplyCore*, the government notified appellant it intended to exercise a fourth option period but also stated the notice did not commit the government to an extension. *Id.* at 176,905. The appellant argued the government violated the duty of good faith and fair dealing by failing "to provide *earlier* notice that the fourth option year would not be exercised." *Id.* at 176,907 (emphasis in original). According to the appellant, had the government notified them earlier, they would not have incurred additional costs due to Kuwaiti law regarding notice of termination of employees. *Id.* at 176,905. Although we decided the matter on a motion for summary judgment, we nonetheless concluded that the since the government was not obligated to exercise the option, appellant "could only have reasonably assumed" the contract would expire, the government's notice it intended to exercise the option was not an actual commitment, and thus any expectation the contract would continue beyond the expiration "was patently unreasonable." *Id.* at 196,907. Further, and more important, the contract made appellant responsible for compliance with Kuwaiti law, there was no provision in the contract precluding appellant from providing the required notice to its employees until the government notified it the contract would not be extended, and since the contract was fixed-priced, the appellant "bore the risk that such compliance would increase." *Id.* (citations omitted).

In sum, neither the complaint (nor claim) supports the allegation that WHS interfered with BCI's performance or administered the contract in a manner at odds with the stated purpose of providing meals and other services on a fixed-price basis pursuant to an IDIQ contract where WHS met the minimum order. There is nothing in the contract requiring the government (explicitly or implicitly) to notify BCI of the specific internal deliberations or future intentions of which BCI argues here. *See Bell/Heery v. United States*, 739 F.3d 1324, 1335 (Fed. Cir. 2014) (implied duty of good faith and fair dealing cannot form the basis of new contract terms especially if inconsistent with contract's express terms).

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[1] The only somewhat relevant government requirement was for WHS to notify BCI 30 days prior to contract expiration it would be extending the contract's services pursuant to FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999) (SOF ¶ 5). And this same clause allows for a price adjustment (*id.*). But that clause is not relevant here because performance never progressed far enough for the government to exercise it.

Superior Knowledge and Alternative Theory

With respect to the superior knowledge allegation, that doctrine applies when: '"(1) a contractor undertakes to perform without vital knowledge of a fact that affects performance costs or duration, (2) the government was aware that the contractor had no knowledge of and had no reason to obtain such information, (3) any contract specification supplied misled the contractor, or did not put it on notice to inquire, and (4) the government failed to provide the relevant information.'" *Hercules, Inc. v. United States*, 24 F.3d 188, 196 (Fed. Cir. 1994) (quoting *Am. Ship Bldg. Co. v. United States*, 654 F.2d 75, 79 (Ct. Cl. 1981)). First, failure to notify BCI "earlier" that WHS would no longer need the IDIQ's services did not impact BCI's *performance* on the contract and task orders; BCI performed. *See id.* (refusing to extend doctrine of superior knowledge to claims for post-performance settlement and litigation expenses because they were not incurred during the performance of the contract or did not make performance more difficult under the terms of the contract).[2]

Second, this allegation also fails to state a claim for the same reason the allegation regarding lack of good faith and fair dealing fails. BCI has not alleged "any contract specification supplied" misled it or failed to put it on notice to inquire. *See Fluor Fed. Sols., LLC*, ASBCA No. 61543, 25-1 BCA ¶ 38,771 at 188,474 (appellant failed to show a contract specification misled it or did not give a reason to inquire). WHS was not required by the contract to notify BCI of its internal deliberations or its budgeting or operations as BCI argues. Further, "[a] mere governmental failure to disclose each and every bit of information it has clearly is not, in and of itself, enough to serve as a basis for contractor recovery." *Piasecki Aircraft Corp. v. United States*, 667 F.2d 50, 59 (Ct. Cl. 1981) (citations omitted).

Finally, we dismiss BCI's third count which claims it is an alternative theory but never explains exactly what the theory is. Further, since this third count is premised on the prior two, which we dismiss, we can dismiss this count for the same reasons.

[2] In addition, superior knowledge generally involves "some novel matter affecting the contract that is vital to its performance." *ACC Constr. Co., Inc.*, ASBCA Nos. 62265, 62937, 22-1 BCA ¶ 38,194 at 185,481 (*quoting Giesler v. United States*, 232 F.3d 864, 876 (Fed. Cir. 2000)). There is nothing novel about the government deciding not to issue any further orders once the minimum has been met.

CONCLUSION

We grant WHS's motion to dismiss the appeal for failure to state a claim upon which relief can be granted. The appeal is dismissed with prejudice.

Dated: July 30, 2026

LAURA EYESTER
Administrative Judge
Armed Services Board
of Contract Appeals

I concur

MICHAEL N. O'CONNELL
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 64558, Appeal of Blackstone Consulting, Inc., rendered in conformance with the Board's Charter.

Dated: July 30, 2026

PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals