

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of - )  
 )  
Vectrus Systems Corporation ) ASBCA No. 63444  
 )  
Under Contract No. FA3002-17-C-0001 )

APPEARANCES FOR THE APPELLANT: Joseph G. Martinez, Esq.  
Mikaela R. Colvin, Esq.  
Dentons US LLP  
Denver, Colorado

APPEARANCES FOR THE GOVERNMENT: Caryl A. Potter, III, Esq.  
Air Force Deputy Chief Trial Attorney  
Christian Robertson, II, Esq.  
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE SMITH

Appellant Vectrus Systems Corporation (Vectrus) seeks an equitable adjustment to its fixed price contract for laundry services because it cleaned more of a small number of items than were shown in the “workload data” attached to a contract modification (even as it cleaned less of other items included in the “workload data”). We find that the specific workload data numbers were not contractually binding upon either party, the question of negligent estimates does not apply, and the pertinent fixed price CLINs provide no basis for an equitable adjustment. The appeal is denied.

FINDINGS OF FACT

The Contract

The U.S. Air Force (USAF) issued the solicitation for Base Operation Support Services (BOS) Contract No. FA3002-17-C-0001 on August 29, 2016 (JR4, tabs 2 at 1, 3, 18 at 1).<sup>1</sup> Vectrus was required to provide a wide range of services for the operation of Keesler Air Force Base in Biloxi, Mississippi. The contract divided those services into an array of contract line items (CLINs), most of which were firm fixed price (JR4, tab 18 at 3-50). The CLINs were structured by contract years, with a base

---

<sup>1</sup> By Order dated January 18, 2024, the Board directed the parties to coordinate with one another to prepare single group of electronic documents as a Joint Rule 4 file. Those documents will be cited herein as “JR4, tab \_\_ at \_\_.”

year (June 2017 through May 2018) and six subsequent option years (JR4, tab 18 at 209-34). To place this dispute into context and perhaps explain why the parties did not choose to go into as much detail about the individual CLINs at issue here as they might have, we note that the value of the first year of the contract was \$15,412,400 (JR4, tab 18 at 2), and the Performance Work Statement (PWS) was 775 pages long (see JR4, tab 19).

The contract provisions relevant to this appeal were four types of “dry cleaning, linen exchange and laundry service” (laundry) (JR4, tab 19 at 635). The laundry provisions were brief and, oddly, embedded *within* the contract’s “munitions” section, as shown here:

**23.1.2.3. DRY CLEANING, LINEN EXCHANGE AND LAUNDRY SERVICE:**

**23.1.2.3.1. Dry Cleaning Appropriated Fund (APF):** Perform laundry and dry cleaning services. Pick-up and deliver laundry items at the Linen Exchange facilities.

**23.1.2.3.2. Dry Cleaning Non-Appropriated Fund (NAF):** Perform laundry and dry cleaning services. Pick-up and deliver laundry items for lodging facilities.

**23.1.2.3.3. Linen Exchange Appropriated Fund (APF):** Operate Linen Exchange service for government owned organizational items for laundry or linen. Maintain inventory and status records for property with the cycle and ensure it is returned to the owning organization. Maintain stocks of high turnover items for one-for-one exchange at the time of turn-in.

**23.1.2.3.4. Linen Exchange Non-Appropriated Fund (NAF):** Operate Linen Exchange service for government owned items for lodging facilities. Maintain inventory and status records for property with the cycle and ensure it is returned to the owning organization. Maintain stocks of high turnover items for one-for-one exchange at the time of turn-in.

*Id.*

Each of these four provisions had a corresponding CLIN per contract year (JR4, tab 18 at 40-43, 69-71, 9-96, 119-21, 144-46, 169-71, 194-96). Each CLIN was firm fixed price per month, times 12 months per contract year. For example, the APF dry cleaning CLIN 1038 for the first contract year was this:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1038		12	Months	\$4,929.00	\$59,148.00
EXERCISED OPTION	Dry Cleaning (APF) FFP Dry Cleaning (APF). PWS 23.1.2.2.3.1. and all of Section 2. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination				
NET AMT					\$59,148.00

(JR4, tab 18 at 40).

Using this example, between contract section 23.1.2.2.3.1 and CLIN 1038, Vectrus was required to dry clean all APF items for a flat fixed price of \$4,929 per month for the first contract year. There was no specified number, range or limit (high or low) of items to be dry cleaned under CLIN 1038. Similarly, CLIN 1038 obligated USAF to pay Vectrus \$4,929 per month, for a total of \$59,148 that year, regardless of actual volume and even if *no* APF items were dry cleaned throughout the entire year. This example illustrates the parties' contractual obligations for the other three laundry services and their corresponding CLINs too.

### The "Workload Data"

Attached to the solicitation as Appendix 15B was a chart, described in the table of contents as "workload data," that listed 34 individual item-types (pillowcases, shop rags, hats, etc.) and tallied a total for each one (JR4, tab 3 at 5, 720). The definition or contractual relevance of the workload data was not defined on the chart itself, in the laundry provisions, in the laundry CLINs, or anywhere else in the contract.<sup>2</sup> And the term "workload data" was not used in either the laundry provisions of the contract or the corresponding CLINs. At the pre-proposal conference, USAF presented a briefing slide that included "workload data" in a list of "additional information" along with "Publications, Maps, Required Reports, Plans, Special Training, GFP, etc." (R4, tab 4 at 8).<sup>3</sup> Another briefing slide advised contractors to "[u]se Govt provided workload data in RFP" to "build[] [a] solid proposal" (R4, tab 4 at 31).

Vectrus submitted its proposal and was awarded the contract on April 12, 2017 (JR4, tab 18 at 1), so the fixed CLIN prices for each of the four laundry provisions became binding on both parties for the life of the contract.

### Revision of the Workload Data with Vectrus' Records

Early in its performance, Vectrus complained about the volume of laundry it was doing for a small number of the item-types listed in the workload data, primarily from dormitories for students at a school located on base (JR4, tabs 151, pp. 16-17;

---

<sup>2</sup> This includes whether the workload data was truly *data*, which would seem to be objective information compiled from previous year/s. Or whether it was an imprecise *estimate* of past work. Or if it was intended as an estimate of *future* work (*i.e.* a prediction of workload for (each year?) of the contract). Or if the workload data was something else. The table of contents in contract calls it "workload data" while the chart itself says "workload" (JR4, tab 3 at 5, 720). One of the three versions of the workload data, but not the one at issue here, calls the annual numbers "estimated quantity" and the descriptions of the item-types "workload" (JR4, tab 19 at 656).

<sup>3</sup> This document is not paginated so the citations are to the .pdf page.

152 at 2 ¶ 10). USAF agreed to revise the workload data and to add CLINs to provide laundry services at a hospital-related building called Fisher House (JR4, tab 38; *see also* tab 154 ¶¶ 8-11).

USAF also agreed to an equitable adjustment to be definitized later, but the Modification No. A00006 (Mod 6) did not specify whether the equitable adjustment was for doing higher amounts of laundry than shown in the workload data or for previous performance at Fisher House (JR4, tabs 35-36).

The Mod 6 workload data, which Vectrus bases its claim upon, was created, at least in part, with Vectrus's participation and using records from Vectrus's own work earlier in the contract and from a collation of data from the prior contractor (JR4, tabs 24, 30-31, 38, 151 at 20-28, 154 ¶¶ 8-11). Mod 6 was issued unilaterally on August 21, 2017, (JR4, tab 35), with the following revised workload data.

FA3002-17-C-0001  
A00006  
21 Aug 17

<b>LINEN EXCHANGE WORKLOAD</b>	<b>(Lodging)</b>	
Queen Sheets	109,716	Annually
Twin Sheets	25,300	Annually
Pillow Cases	225,072	Annually
Pillows	10,000	Annually
Bath Mats	95,776	Annually
Bath Towels	136,400	Annually
Hand Towels	134,276	Annually
Wash Cloths	137,340	Annually
Mattress Pads	10,400	Annually
Blankets	23,064	Annually
Bed Spreads	8	Annually
<b>LINEN EXCHANGE WORKLOAD</b>	<b>(Dormitories)</b>	
Twin Sheets	13,180	Annually
Pillow Cases	6,564	Annually
Bedspreads	7,652	Annually
Mattress Covers	6,512	Annually
Pillows	6,532	Annually
<b>LINEN EXCHANGE WORKLOAD</b>	<b>(Other Organizations)</b>	
Shop Rags	20,000	Annually
Coveralls	50	Annually
Sleeping Bags	300	Annually
<b>DRY CLEANING WORKLOAD</b>	<b>(Lodging)</b>	
Bed Spreads	8,000	Annually
Drapes	780	Annually
Bed Dust Ruffle	325	Annually
Pillow Shams	50	Annually
<b>DRY CLEANING WORKLOAD</b>	<b>(APF Organizations)</b>	
Parka	100	Annually
<b>DRY CLEANING WORKLOAD</b>	<b>(Honor Guard)</b>	
Ascots	10	Annually
ABU Shirt	100	Annually
ABU Pants	100	Annually
Blue Pants/Skirts	125	Annually
Blue Shirts	185	Annually
All Weather Overcoat, Blue	15	Annually
Jacket, Dress Blue	10	Annually
White Ropes	10	Annually
Hats	10	Annually
White Gloves	10	Annually
Jacket, Lightweight Blue	175	Annually
Jacket Liner, Blue	50	Annually
Tie	10	Annually
<b>ALTERATIONS (HONOR GUARD)</b>		
ABU Shirt, Sew Rank, Name Tag, Patches & Badges	15	Annually
Rank Insignia Sewn on Jackets	250	Annually

Honor Guard Arc Sen on Jackets	100	Annually
Hem Trousers	100	Annually
Remove and Replace Buttons	35	Annually
Taper Sides, Dress Jacket	125	Annually
Adjust Jacket Sleeve Length	75	Annually
Adjust Waist, Trousers	20	Annually
Sew Braids on Front Trouser Pockets	75	Annually
Crease Trousers (1/8")	75	Annually
Sew Braids, Jacket Sleeves	75	Annually
Crease Jacket, Front & Back (1/8")	75	Annually

(JR4, tab 19 at 656-57).

In addition to revising the workload data, Mod 6 gave Vectrus the opportunity to increase its CLIN prices, which were negotiated and bilaterally definitized in Modification Nos.A00015 and A00016 (JR4, tabs 62-63).<sup>4</sup> Important to our decision here, the firm fixed price structure of the CLINs -- which was established first by the solicitation then by the contract -- was not changed in any of the modifications.

### Vectrus' Claim

During the next four years, Vectrus laundered a lower volume of approximately 42 of the 49 item-types listed in the Mod 6 workload data (JR4, tab 121 at 3-5). Vectrus also laundered more of approximately seven of the 49 item-types than listed in the workload data. *Id.* In sum, with some small and some large variations between the workload data and actual work for individual item-types, Vectrus laundered roughly half of the total volume of the workload data. *Id.* Regardless of the substantial under-run in work, Vectrus was presumably paid-in-full per the fixed prices in the CLINs.

Not satisfied with this favorable outcome, Vectrus submitted a certified claim seeking a \$263,815.26 which was computed using a per-item cost for each instance that it laundered above the workload data in contract option years three and four (JR4, tab 122). As an example, while the workload data depicted 6,532 pillows per year, Vectrus laundered 19,424 pillows in option year three and claimed additional payment of \$2.50 per pillow multiplied by the difference of 12,892 between 6,532 and 19,424 (JR4, tab 135 at G-1).

To illustrate the overruns versus underruns, here's a comparison (from Vectrus' subcontractor) between actual work and the workload data showing where Vectrus laundered more than the workload data in red, and less than the workload data in yellow (JR4, tab 121).

---

<sup>4</sup> Still another modification (A00018) added laundry at Fisher House, with corresponding CLINs (JR4, tabs 40, 68).

SOUTHERN LINEN INVOICE TRACKER													LINEN EXCHANGE WAREHOUSE (APP)																			
ITEMS	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	ANNUAL TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	ITEMS	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	CURRENT TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	
SHEETS	3,087	4,624	3,844	4,252	3,870	3,541	2,368	1,842	2,382	2,738	3,445	3,245	39,638	13,180	26,458	SHEETS	3,350	3,236	3,078	2,471	2,940	2,961	2,033	1,971	2,569	2,724	2,459	2,127	31,919	13,180	18,739	
BED SPREADS	1,820	2,122	2,512	2,225	2,304	2,041	1,238	1,179	1,450	1,540	2,023	2,213	22,697	7,650	15,047	BED SPREADS	1,864	1,671	1,624	1,431	1,326	1,330	1,039	1,083	1,336	1,560	1,439	1,139	17,564	7,650	9,914	
MATTRESS PADS	1,684	1,915	1,852	1,926	1,646	1,568	917	963	1,140	1,226	1,583	1,988	18,408	6,512	11,896	MATTRESS PADS	1,773	1,717	1,483	1,241	1,394	1,354	836	968	1,192	1,267	1,253	1,021	15,499	6,512	8,987	
PILLOW CASES	1,626	2,065	2,095	2,123	1,889	1,743	1,275	1,085	1,177	1,312	1,622	2,058	19,850	6,564	13,286	PILLOW CASES	1,628	1,608	1,477	1,201	1,432	1,445	1,029	1,135	1,241	1,457	1,335	998	15,988	6,564	9,424	
PILLOWS	1,738	2,156	2,125	1,785	1,629	1,600	1,022	1,049	1,057	1,351	1,795	2,054	19,424	6,532	12,892	PILLOWS	1,723	1,758	1,434	1,261	1,377	1,472	927	1,001	1,278	1,353	1,170	10,798	15,834	6,532	9,962	
KESLER ORGANIZATIONS (APP)													KESLER ORGANIZATIONS (APP)																			
SHOP BAGS	1,616	1,389	2,503	1,053	1,230	1,360	930	592	649	949	391	765	13,427	20,000	6,573	SHOP BAGS	462	1,064	897	1,765	731	3,520	1,136	1,487	1,006	1,188	1,630	1,545	16,411	20,000	3,589	
COVERALLS	0	0	17	0	0	0	0	0	0	14	0	0	31	50	19	COVERALLS	14	0	0	0	0	0	0	0	0	0	0	0	14	50	36	
SLEEPING BAGS	0	25	0	25	0	25	0	0	0	0	0	0	75	300	225	SLEEPING BAGS	0	0	0	0	0	0	0	0	25	25	15	0	65	300	235	
CHEM SUITS (B1st)	0	100	100	100	100	300	100	100	100	100	100	100	1,200	1,200	0	CHEM SUITS (B1st)	200	0	0	0	100	100	100	100	200	200	100	200	100	1,200	0	0
CHEM SUIT BAGS (B1st)	0	0	0	0	0	100	105	0	0	100	100	100	505	1,200	695	CHEM SUIT BAGS (B1st)	100	0	0	0	100	100	100	200	200	100	200	100	1,200	0	0	
CHEM SUITS (B03rd)	0	0	0	0	0	0	0	0	0	200	200	0	400	400	0	CHEM SUITS (B03rd)	0	0	0	0	0	0	0	0	0	0	0	0	0	400	400	0
CHEM SUIT BAGS (B03rd)	0	0	0	0	0	0	0	0	0	201	599	0	800	800	0	CHEM SUIT BAGS (B03rd)	0	0	0	0	0	0	0	0	0	0	0	0	0	800	800	0
LODGING (MAP)													LODGING (MAP)																			
ITEMS	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	ANNUAL TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	ITEMS	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	CURRENT TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	
WASHED	2,489	5,034	7,778	7,016	8,162	4,207	6,576	5,553	6,388	6,363	3,332	1,282	73,180	305,716	232,536	WASHED	2,292	2,599	1,890	2,779	3,447	4,153	3,077	3,245	3,588	5,238	5,223	5,631	42,162	305,716	263,554	
QUEEN SHEETS	898	794	516	591	825	559	707	774	594	414	129	125	6,926	25,300	18,374	QUEEN SHEETS	317	490	306	312	250	237	269	155	286	438	523	556	4,339	25,300	20,961	
TWIN SHEETS	15,439	18,663	16,072	14,222	17,100	13,729	13,407	11,845	14,421	13,512	3,031	3,133	153,574	225,072	71,498	TWIN SHEETS	5,185	6,593	5,073	6,322	7,563	8,503	6,766	5,096	6,272	11,558	10,932	11,475	93,338	225,072	131,734	
PILLOW CASES	9	229	734	8	40	0	88	67	0	8	0	1	1,184	10,000	8,816	PILLOW CASES	0	14	50	0	0	75	58	0	0	0	0	100	0	297	10,000	9,703
PILLOWS	7,296	7,599	7,259	6,216	5,666	4,053	4,104	3,517	4,003	3,810	817	798	55,156	55,776	49,621	PILLOWS	1,377	1,434	1,150	1,783	2,611	3,291	2,997	3,903	3,000	4,098	4,154	4,682	31,880	55,776	23,896	
BATH MATS	10,269	10,787	9,630	9,011	10,449	7,744	7,526	6,843	7,361	7,519	1,649	1,509	90,298	136,400	46,102	BATH MATS	3,262	2,790	2,339	2,851	3,880	4,464	3,458	2,540	4,030	6,211	3,641	6,614	47,187	136,400	89,213	
HAND TOWELS	10,386	11,258	8,026	7,936	8,580	4,849	5,324	4,421	4,756	5,340	1,541	1,656	74,673	134,276	59,603	HAND TOWELS	2,542	3,020	2,441	3,180	4,164	4,666	3,565	2,631	4,046	6,488	6,266	6,759	49,748	134,276	84,528	
WASH CLOTHS	4,512	3,807	772	524	2,151	1,719	2,218	953	670	1,024	786	817	19,633	137,340	117,707	WASH CLOTHS	1,794	1,471	604	202	181	63	59	1,000	193	295	387	164	6,393	137,340	130,947	
MATTRESS PADS	290	423	465	363	294	274	389	179	303	400	281	434	4,115	10,400	6,285	MATTRESS PADS	797	903	687	690	632	655	594	358	516	793	666	614	7,905	10,400	2,495	
BLANKETS	2,222	3,015	2,115	1,981	2,240	1,697	2,294	1,833	2,033	2,618	660	664	23,372	23,064	308	BLANKETS	1,118	1,349	1,008	1,236	1,174	1,392	1,285	792	1,299	2,249	2,191	2,229	17,332	23,064	5,732	
BED SPREADS	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0	BED SPREADS	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0
DRY CLEANED													DRY CLEANED																			
BED SPREADS	855	1,244	895	930	1,084	886	1,229	795	1,158	1,151	510	542	11,279	8,000	3,279	BED SPREADS	863	1,121	842	1,216	920	1,074	1,017	567	1,014	1,760	1,647	1,580	13,621	8,000	5,621	
DRAPES	0	0	0	0	0	0	0	0	0	0	0	0	780	780	0	DRAPES	0	0	0	0	0	0	0	0	0	0	0	19	22	780	780	
BED DUST RUFFLE	4	39	0	1	10	9	106	6	0	98	0	0	273	325	52	BED DUST RUFFLE	3	9	10	3	2	6	17	8	3	1	17	7	86	325	239	
PILLOW SHAMS	0	1	5	0	0	0	1	0	0	0	0	0	7	50	43	PILLOW SHAMS	0	0	0	0	0	0	0	0	0	0	0	0	0	7	50	43
PARKA	0	0	0	0	0	1	0	0	0	0	0	0	1	100	99	PARKA	0	0	0	0	0	0	0	0	0	0	0	0	0	1	100	99
FISHER HOUSE													FISHER HOUSE																			
ITEMS	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	ANNUAL TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	ITEMS	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	CURRENT TOTAL	ANNUAL LIMIT	ANNUAL REMAINING	
SINGLE FLAT SHEET	18	15	41	16	29	18	15	15	16	23	0	0	206	832	626	SINGLE FLAT SHEET	1	5	2	5	3	8	13	4	12	21	10	11	55	832	777	
SINGLE FITTED SHEET	19	16	41	17	29	18	16	14	15	13	0	0	196	832	636	SINGLE FITTED SHEET	1	5	1	5	3	7	14	9	12	21	10	11	93	832	739	
SINGLE MATTRESS PAD	0	0	0	0	0	0	0	0	0	0	0	0	832	832	0	SINGLE MATTRESS PAD	4	0	0	0	0	0	0	0	0	0	0	0	4	832	828	
SINGLE COMFORTER	0	0	0	0	0	0	0	4	0	0	0	0	4	416	412	SINGLE COMFORTER	0	0	1	3	0	0	1	2	0	0	0	0	7	416	409	
QUEEN FLAT SHEET	72	53	79	76	100	56	66	63	61	61	0	0	685	416	269	QUEEN FLAT SHEET	4	29	8	14	14	24	33	45	41	46	36	60	354	416	62	
QUEEN FITTED SHEET	73	50	79	75	100	57	65	53	61	69	0	0	662	416	246	QUEEN FITTED SHEET	4	29	9	13	12	25	33	44	41	46	35	56	345	416	71	
QUEEN MATTRESS PAD	4	3	7	3	1	9	3	19	0	4	0	0	53	416	363	QUEEN MATTRESS PAD	8	0	0	0	0	0	1	0	0	0	0	2	11	416	405	
QUEEN COMFORTER	3	12	33	22	29	20	21	19	25	26	0	0	220	416	196	QUEEN COMFORTER	0	16	11	7	3	20	11	11	15	10	10	12	121	416	295	
PILLOW CASES	174	130	260	182	283	185	240	161	226	197	0	0	2,038	2,992	964	PILLOW CASES	15	140	29	50	37	101	126	135	113	163	104	710	1,185	4,992	3,807	
PILLOW COVERS	0																															

USAF denied Vectrus's certified claim, finding simply that "there is no basis in fact and law to support the claim," and this appeal followed (JR4, tab 136).

### DECISION

A firm-fixed price contract "places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss," thus Vectrus assumed the cost risk of its performance here and was not entitled to pass that risk to the government via its claim. Federal Acquisition Regulation (FAR) 16.202-1; *Lakeshore Eng'g Servs. v. United States*, 748 F.3d 1341, 1347 (Fed. Cir. 2014).<sup>7</sup> Regarding Vectrus' negligent estimate theory, Vectrus bears the burden of identifying errors and the purported negligence that produced them. *Hi-Shear Tech. Corp. v. United States*, 53 Fed. Cl. 420, 428-29 (2002) (citing *Womack v. United States*, 389 F.2d 793, 412 (Ct.Cl. 1968)), *aff'd*, 356 F.3d 1372 (Fed. Cir. 2004).

As illustrated by the Vectrus's per-item quantum calculation, described above, Vectrus ignores the fixed-price-per-month structure of each CLIN and asserts that the workload data set numerically exact contract limits on the number of each item-type that could be laundered without additional payment. In doing so, Vectrus mischaracterizes the overages as "additional, out-of-scope work" beyond the contract's "requirements" (app. br. at 1). And Vectrus ignores the basic question of why exceeding any of the numbers in the workload data created an entitlement, and how that can be reconciled with the clarity of the fixed price CLINs.<sup>8</sup>

To restate an obvious, but critical, fact: there is no "stated workload requirement" (app. br. at 24, 28-29) in the contract that defined or limited Vectrus' obligation. Neither the CLINs nor the workload data made a set order for any finite amount of work or, more important, for the specific numbers in the workload data.

Although duplicative and makeweight, Vectrus' constructive change and breach of contract arguments fail for the same reasons -- there was no contract change nor any action that could be called a breach. Despite the differing mix and amount of laundry

---

<sup>7</sup> To be clear, this was not a FAR 16.503 requirements contract where the government provides "a realistic estimated total quantity [to be ordered] in the solicitation and resulting contract." FAR 16.503(a)(1). Similarly, the contract did not include the Variation in Estimated Quantities clause, FAR 52.211-18, which allows either party to seek a revision of *unit* prices if the actual quantities vary by more than 15% above or below the estimated quantities.

<sup>8</sup> Vectrus cites *Agility Defense & Government Services, Inc. v. United States*, 847 F.3d 1345, 1348-52 (2017), which is strange because that contract expressly provided extra compensation for an increase in workload over the estimates in the contract.

between the workload data and actual performance, the contract and its modifications, including Mods 6, 15, 16, and 18, were implemented exactly as written and signed: Vectrus laundered what it was asked to launder during performance, and Vectrus was paid what the parties agreed. This is part and parcel with the risks and benefits that come with firm fixed price contracts in which the parties do not otherwise contractually limit their respective risks: Vectrus had some greater expenses than anticipated but also some lesser expenses.

Vectrus' negligent estimates argument is even less persuasive because it misses the basic requirement of such a claim, that the government "has total exclusive control over the required information" and failed to use it in the contract's estimates. *Philadelphia Auth. For Indus. Dev. v. United States*, 114 Fed. Cl. 519, 531 (2014). Here, the Mod 6 data used Vectrus's own records and records from the prior contractor which Vectrus assembled. And Vectrus – being the on-site laundry contractor at the time the Mod 6 workload data was assembled, had visibility over all aspects of the laundry situation on base. That an increase in students at the dormitories would increase the amount of laundry is hardly "vital information" that was unavailable to Vectrus. And, as Vectrus correctly acknowledged in its certified claim, "estimated contract requirements do not represent a guarantee or warranty and, normally, significant variances between estimated requirements and actual orders will not result in liability on the part of the government." (JR4, tab 122 at 5 (citing *Hi-Shear Tech. Corp.*, 53 Fed. Cl. at 428–29)).

Further, Vectrus' claim is mismatched with negligent estimates law, which considers whether the government's incorrect estimates duped the contractor into unfairly low bid prices. *See, e.g., Rumsfeld v. Applied Cos.*, 325 F.3d 1328, 1335 (Fed. Cir. 2003); *Womack* 389 F.2d at 800; *Am. Gen. Trading & Contracting, WLL*, ASBCA No. 56758, 12-1 BCA ¶ 34,905 at 171,635. Here, the so-called estimates in the Mod 6 workload data were created by *both* parties *during* contract performance – circumstances not present in any negligent estimates case cited to us or that we have reviewed ourselves. So Vectrus cannot credibly argue that it was fooled by data that Vectrus itself could observe or verify in real time, especially where the purpose of revising the workload data was to allow Vectrus to *increase* its CLIN prices.



CONCLUSION

Vectrus is not entitled to additional payment on its fixed price contract for the few selectively-chosen item-types where Vectrus' actual work exceeded the workload data. The appeal is denied.

Dated: March 26, 2025



---

BRIAN S. SMITH  
Administrative Judge  
Armed Services Board  
of Contract Appeals

I concur



---

OWEN C. WILSON  
Administrative Judge  
Acting Chairman  
Armed Services Board  
of Contract Appeals

I concur



---

J. REID PROUTY  
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. 63444, Appeal of Vectrus Systems Corporation, rendered in conformance with the Board's Charter.

Dated: March 26, 2025



---

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