UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DENIED: August 26, 2010

CBCA 1735, 1736

CHAMPION BUSINESS SERVICES,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Carol E. McCallister, Chief Executive Officer of Champion Business Services, Aurora, CO, appearing for Appellant.

Joel David Malkin, Office of Regional Counsel, General Services Administration, Chicago, IL, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **HYATT**, and **GOODMAN**.

HYATT, Board Judge.

These consolidated appeals are from contracting officer decisions denying contractor claims and asserting government claims under two orders for the provision of administrative support services to the General Services Administration's (GSA's) Battle Creek, Michigan,

field office (CBCA 1735) and to the GSA's field office in Detroit, Michigan (CBCA

1736). The parties have submitted the appeals for decision on the written record.[1]

Findings of Fact

1. Appellant, Champion Business Services (Champion), is a vendor on the GSA Federal Supply Service (FSS) nationwide schedule contract for Schedule 736 - Temporary Administrative and Professional Staffing Services (TAPS). Appeal File (CBCA 1735), Exhibit 1.[2] Champion's schedule contract, GS-07F-0614N, originally awarded in June 2003, was amended in June 2008, to extend the term until June 16, 2013. *Id.*, Exhibit 2.

2. The solicitation to which Champion responded, leading to the award of its TAPS contract, included Federal Acquisition Regulation (FAR) clause 52.216-1, which provided that "[t]he Government contemplates award of a fixed-price, with an economic price adjustment, indefinite delivery, indefinite quantity contract." This clause is part of the contract that was ultimately awarded to Champion. Appeal File (CBCA 1735), Exhibit 1 at 28.

3. Supplies and services to be furnished under the TAPS contract were to be acquired through the issuance of delivery orders by the individuals or activities designated. Further, "[a]ll delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control." Appeal File (CBCA 1735), Exhibit 1 at 28.

4. The TAPS solicitation discussed restrictions on agency use of temporary staffing services. In general, an agency may use temporary help service firms in a given situation initially for no more than 120 workdays, with extended usage up to a maximum limit of 240 workdays. The TAPS solicitation further stated that:

> Federal agencies should not pay temporary employees for services not rendered. Example of this would be if the Federal Facility which the temporary employee is scheduled

[1] The record includes the appeal files provided by GSA in CBCA 1735 and 1736 and the parties' written positions.

[2] The appeal files in CBCA 1735 and 1736 both contain copies of the TAPS solicitation/contract and modifications thereto. For convenience, citations to these documents are to the appeal file in CBCA 1735.

> to [work at] is closed, i.e., bad weather, executive leave granted, etc.

Appeal File (CBCA 1735), Exhibit 1 at 104-05.

5. The TAPS solicitation and contract also included FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts. Subparagraph (a) of this clause provides, with respect to the hourly rate, that amounts to be paid to the contractor shall be computed by multiplying the appropriate hourly rates prescribed in the schedule by the number of direct hours performed. Appeal File (CBCA 1735), Exhibit 1 at 53.

6. The TAPS solicitation contained a detailed section on pricing of proposals that aided prospective contractors in formulating hourly rates for temporary staffing services. The instructions stated that the preferred type of task order to be issued against the contract is firm fixed-price, but that labor-hour task orders may be issued where circumstances dictate. Appeal File (CBCA 1735), Exhibit 1 at 107.

7. The pricing instructions also stipulated that "[o]fferors shall submit priced hourly rates, rather than a range, for each skill category." In addition:

> This contract will be subject to the Service Contract Act and Fair Labor Standards Act. All employees working under non-professional job descriptions must be paid the base wage by location as specified in the wage determination for that location. They must be provided or paid **health and welfare benefits**. They must receive **10 paid holidays** which they will be eligible for from their first day of employment (specific holidays are listed in the wage determination) and they must receive **10 days vacation** after one year of service in accordance with regulations found in the Code of Federal Regulations, Title 29, Part 4 entitled Labor Standards for Federal Service Contracts.

Appeal File (CBCA 1735), Exhibit 1 at 107-08.

8. The solicitation permitted offerors to submit pricing using commercial price lists, if available and applicable, or, alternatively, based on the Department of Labor wage determination plus a mark-up percentage, for each location offered. Specifically,

> If the wage determination plus a proposed mark-up rate is used, this data should show how the Offeror arrived at the proposed price, e.g., Base Rate + Health and Welfare + Holiday + Vacation % + Payroll % + Overhead % + Profit % = Subtotal (Net GSA Price) + IFF [Industrial Funding Fee] = proposed Total GSA Bill Rate. The breakout should show all dollar amounts and percentages.

Appeal File (CBCA 1735), Exhibit 1 at 108.

9. Finally, the solicitation advised that "[w]hen we discuss mark-up, we (GSA) consider it to include all of the percentages allocated for payroll, holiday, vacation, overhead and profit." Appeal File (CBCA 1735), Exhibit 1 at 109.

10. The examples provided for bidders to use as a guide to pricing the proposed labor hours showed hourly rates as being derived with these expenses factored into the rate.
Appeal File (CBCA 1735), Exhibit 1 at 111-12.

11. The individual delivery orders at issue in this appeal were for the provision of secretarial services to GSA field offices at the federal building in Battle Creek, Michigan, and at the courthouse in Detroit, Michigan.

CBCA 1735 - Battle Creek

12. On April 28, 2008, GSA issued an electronic request for quotation (RFQ) for secretarial services for the GSA Battle Creek Field Office located in the Hart-Dole-Inouye Federal Center, in the city of Battle Creek, Michigan. The RFQ was for the provision of administrative support, specifically a secretary, level III, for a quantity of 960 hours. The stated period of performance was May 25, 2008, through November 8, 2008. On May 5, 2008, modification 1 to the RFQ was issued to amend the work period. Appeal File (CBCA 1735), Exhibit 3.

13. The description accompanying the RFQ advised that the bidders should review the wage determination for Calhoun County, Michigan, for guidance in determining the final offer, pointing out that the minimum wage rate for the position is $17.96 and that the health and welfare rate is $3.16. Personnel used to fill this position must be compensated, at a minimum, at these rates. The description further stated that the "contract is for 960 hour term commencing May 25, 2008." Appeal File (CBCA 1735), Exhibit 3 at 2.

14. The statement of work addressed the contract effort required:

> All work shall be performed between the hours of 8 am and 4:30 pm Monday through Friday, or as required. Federal holidays excluded unless specifically requested or approved by the COR [Contracting Officer's Representative]. Specific work hours for this position will be established by mutual agreement between the Contractor and the Government. The workload should not exceed reasonable expectations for 8 hours of skilled labor per day.

Appeal File (CBCA 1735), Exhibit 3 at 3.

15. Champion submitted a quote in response to the RFQ. Champion's proposal offered to supply 960 hours of secretarial support at a unit price of $24.54 and a total price of $23,558.40. Appeal File (CBCA 1735), Exhibit 4. Champion did not include a mark-up for holiday and vacation pay in the hourly rate that it quoted. *Id.*, Exhibit 16.

16. By letter dated May 15, 2008, GSA awarded delivery order GS-P-05-08-SM-0012 to Champion. In early November 2008, GSA issued a modification adding another 960 hours and extending the period of performance from November 9, 2008, through May 30, 2009. Under the modification, the hourly rate was increased to $24.62. Champion performed under this delivery order, as extended, for the period from May 12, 2008, through April 30, 2009. Appeal File (CBCA 1735), Exhibits 5, 10, 22.

17. Periodically, Champion submitted invoices for services and was paid by GSA. Prior to final payment, GSA audited the delivery order file and identified allegedly erroneous payments that had been made for holidays and vacation hours. Specifically, GSA claimed that Champion was reimbursed for eighty-eight holiday hours and fifty-six hours of vacation pay.[3] GSA determined that it had overpaid Champion by

[3] GSA found that Champion was overpaid for thirty-two hours of holiday time and fifty-six hours of vacation time in the first performance period. GSA found that Champion was erroneously paid for fifty-six hours of holiday pay, a total of seven days, in the second performance period. In responding to GSA's audit results, Champion pointed out various discrepancies in applying the hourly rates and asked that the amounts calculated by GSA be adjusted. Champion also challenged GSA's assertion that it was erroneously paid for seven holidays in the second performance period, contending that

the amount of $3545.28 during the course of the performance period under this delivery order. In an electronic mail message dated April 29, 2009, GSA attempted to recoup the amounts paid for holidays and vacation days, advising Champion that the contract did not permit it to charge for holidays and vacation days. Appeal File (CBCA 1735), Exhibit 7.

18. Champion's response to GSA's notification of overpayment was to point out that Champion had routinely invoiced for the holidays and GSA set a precedent by paying for them. In a letter dated April 29, 2009, Champion requested that the Government modify the delivery order to pay for the holidays. Champion stated:

> An ambiguity exists on this contract regarding the payment of holidays. It is eviden[ce] of the Government's intent to pay for holidays. Issuance of this modification will temporarily rectify the alleged overpayment amount until the issue can be resolved.

Appeal File (CBCA 1735), Exhibits 10-11.

19. In an electronic message sent on May 4, 2009, Champion requested that the delivery order be terminated for convenience. In response, GSA agreed that no more hours would be used under this delivery order. Appeal File (CBCA 1735), Exhibit 12.

20. In discussions that followed, Champion elaborated on its position, contending that the contract was for a firm fixed-price amount and that it was entitled to be paid that amount. GSA's response to this argument was that:

> [T]he statement of work from the [TAPS] solicitation, states in "Background, Purpose, and Objectives," "Multiple Award Schedule 736 for Temporary Administrative and Professional Staffing Services is intended to provide Federal Agencies with a temporary solution which would allow agencies to quickly respond to changing staffing requirements that arise when critical projects temporarily

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there were only six official federal holidays over the period from November 1, 2008, through April 30, 2009, when the delivery order was terminated. Appeal File (CBCA 1735), Exhibit 10. GSA's calculation is correct, however, because the Federal Government was closed on December 26, 2008, under Executive Order 13482, 73 Fed. Reg. 76,501 (Dec. 16, 2008), effectively designating an additional holiday for federal workers.

> warrant more assistance . . . . Position can be filled for an initial 120 workdays basis with the ability to extend for an additional 120 days not to exceed 240 days." 120 days equates to 960 hours. Workdays excludes vacation and holidays. This is why the hourly rate is to include the costs for these two elements of the Wage Determination along with health and welfare.

Appeal File (CBCA 1735), Exhibit 20.

21. Champion filed a claim for final payment under the delivery order on June 26, 2009. By letter dated August 13, 2009, GSA denied the claim, asserting that Champion was not due any further monies because of the overpayments identified in the closeout audit. The contracting officer determined that the alleged overpayments exceeded the amounts Champion claimed to be due and demanded that Champion reimburse GSA the amount of the alleged overpayments. Appeal File (CBCA 1735), Exhibit 22.

CBCA 1736 - Detroit

22. An RFQ for administrative support, general clerk II services, for the GSA Field Office located at the Detroit, Michigan, United States Courthouse was issued on February 17, 2008. Prospective bidders were instructed to quote an hourly rate for 960 hours of support services for a term commencing on March 31, 2008. The RFQ informed prospective bidders that the wage determination for Wayne County (Detroit), Michigan, should be reviewed to assist in determining a final offer. In addition, the RFQ advised that the current minimum hourly wage for general clerk II in Wayne County, Michigan, was $13.25 with a health and welfare rate of $3.16. Appeal File (CBCA 1736), Exhibit 2.

23. The specification accompanying this RFQ provided:

> SCOPE OF WORK. The contractor shall furnish the necessary personnel, supervision, etc. to provide receptionist and administrative support duties in the Detroit Downtown Area performing a variety of receptionist and clerical tasks as indicated below . . . .
>
> The contract requires one (1) person Monday thru Friday (30-40) hours per week; allowing for 6-8 hours each day) between the hours of 8:00 a.m. and 4:30 p.m. (including 30 minutes for lunch), excluding Federal holidays identified

> elsewhere. Specific days and hours to be coordinated with General Services Administration (GSA).

Contract employees were to be required to sign in when reporting for duty and to sign out at the end of the day for purposes of certifying payment. The specification also stated that payment would be made weekly, in arrears, "based on the actual number of hours worked and invoiced." Appeal File, CBCA 1736, Exhibit 2.

24. Champion submitted a quote in response to the RFQ. Champion offered to supply 960 hours of clerical support for the stated period at a unit price of $19.71 and total price of $18,921.60. Appeal File (CBCA 1736), Exhibit 4.

25. By letter dated March 25, 2008, GSA notified Champion that it had been awarded delivery order number GS-05P-07-SP-P-0042, for temporary services under the subject RFQ. Appeal File (CBCA 1736), Exhibit 5.

26. Champion submitted invoices under this contract to GSA's Greater Southwest Finance Center in Fort Worth, Texas. The invoices showed the number of hours worked for a given period and were accompanied by the time sheets of the temporary employee. The time sheets included holidays on which the temporary employee did not work. Champion billed for some holidays and not for others. Appeal File (CBCA 1736), Exhibit 8.

27. On July 6, 2009, Champion submitted a claim to GSA for payment for services rendered in the amount of $2138.40. This invoice, representing services provided from April 13 to April 30, 2009, had been rejected for payment by GSA. Champion requested a final decision from the contracting officer. Appeal File (CBCA 1736), Exhibit 10.

28. By letter dated August 13, 2009, GSA's contracting officer responded that following an audit that was conducted prior to final payment and closing out of the delivery orders, it was determined that various payments had been made in error for holidays. Specifically, the audit showed that GSA had paid Champion for eleven holidays, or eighty-eight hours, and found that Champion was indebted to GSA in an amount that exceeded the amount of the final invoice. The contracting officer denied the claim and found that Champion was indebted to GSA for the amount of the overpayment. Appeal File (CBCA 1736), Exhibit 11.

The Consolidated Appeals

29. Champion appealed the contracting officer's decisions issued with respect to the Battle Creek and Detroit delivery orders to the Board on September 29, 2009. The appeals were docketed as CBCA 1735 and 1736 and consolidated for processing and decision. In its appeals, Champion seeks to be paid the final amounts invoiced under the delivery orders without having to reimburse GSA for the claimed overpayments.

30. In reviewing the documents in the appeal files, the Board noted discrepancies in hourly rates used to calculate the amounts that GSA contended were erroneously paid under each delivery order. After convening several conferences to discuss the appeals and positions of the parties, the Board asked GSA to review and reconcile the final payments claimed by Champion for services provided to, but not yet paid for, by GSA, with the claimed amounts of overpayments asserted by GSA. In a letter dated March 11, 2010, GSA stated that, after reviewing the claims and offsetting the amounts claimed by Champion with the overpayments identified by GSA, Champion owes GSA a total of $189.92 on the Battle Creek delivery order and GSA owes Champion $406.08 for the Detroit delivery order. Netting out the two contracts, GSA owes Champion a total of $216.16.[4] After reviewing the appeal files, and input from Champion, the Board concludes that GSA's calculations are correct.

Discussion

[4] In a letter filed on March 16, 2010, Champion set forth its disagreements with GSA's calculations. One area of disagreement is the number of hours billed and paid under the modification of the Battle Creek delivery order, which extended the period of performance to run from November 9, 2008, through May 30, 2009 (with performance actually ending as of May 1, 2009). GSA submits that Champion was paid for a total of 816 hours, prior to the submission of the final invoice. Champion counters that it invoiced and was paid for 800 hours and has provided a list of the relevant invoices reflecting that 800 hours were billed. Champion urges that it is entitled to be paid for the additional sixteen hours acknowledged by GSA, in the amount of $393.92.

In reviewing the parties' contentions, the Board cannot confirm that Champion billed for more than 800 hours during the relevant period of time. GSA did not include a full set of invoices for the Battle Creek delivery order in the appeal file. Thus, the best information we have is what Champion has told us -- it billed and was paid for 800 hours. We cannot verify that any further amounts (other than the outstanding invoices with respect to which the parties agree) are due.

In a nutshell, Champion maintains that GSA has improperly reduced its invoices to eliminate payments for holidays and vacation days. GSA contends the reductions are required by virtue of the provisions of the TAPS contract that stipulate that holidays and vacation days may not be charged to the Government.

In support of its position, Champion argues that it interpreted the RFQs and resultant delivery orders to provide for the award of firm fixed-price contracts and priced its hourly rates accordingly. Champion viewed the delivery orders as calling for the contractor to provide 960 hours over a specified performance period at a fixed price. In formulating its quotes, Champion understood this to mean that it would provide 960 hours of services at each location and would be paid its total fixed price for the stated performance period. Given the defined performance periods stated in the RFQs, Champion concluded that the 960 hours necessarily included Government holidays. Champion thus concluded that it should not add holiday and vacation pay to its rates for these orders, but rather should bill for the holidays in order to achieve the 960 hours called for in the order. Champion points out that since it did not include holiday and vacation pay costs in its hourly rates, it did not double dip and is entitled to be paid the full amount that it billed GSA.

GSA counters that Champion's interpretation contravenes the express terms of the TAPS contract and the delivery orders, and that the agency cannot ignore contract requirements to reimburse Champion for days that were not worked by the temporary employees. The RFQs and delivery orders are governed by the terms and conditions of Champion's TAPS contract, and must be interpreted in conjunction with that contract. The schedule contract, GSA points out, requires vendors to propose fully marked-up labor rates, and makes clear that the contractor may not be paid for federal holidays or any other days that the employee does not actually work. Findings 7-9.

In resolving this dispute, we turn to time-honored rules of contract interpretation. The issue raised is whether the RFQs and resultant delivery orders were sufficiently ambiguous that the contractor's interpretation should prevail. The starting point for contract interpretation is the language of the written agreement. *NVT Technologies, Inc. v. United States*, 370 F.3d 1153, 1159 (Fed. Cir. 2004). In interpreting the language of a contract, reasonable meaning must be given all parts of the agreement so as not to render any portion meaningless, or to interpret any provision so as to create a conflict with other provisions of the contract. *Hercules Inc. v. United States*, 292 F.3d 1378, 1380-81 (Fed. Cir. 2002); *Fortec Constructors v. United States*, 760 F.2d 1288, 1292 (Fed. Cir. 1985); *United States v. Johnson Controls, Inc.*, 713 F.2d 1541, 1555 (Fed. Cir. 1983). The nature of the contract is determined by an objective reading of its language, not by one party's characterization of the instrument. *Varilease Technology Group, Inc. v. United*

States, 289 F.3d 795, 799 (Fed. Cir. 2002); *Travel Centre v. Barram*, 236 F.3d 1316, 1319 (Fed. Cir. 2001); *Greenlee Construction, Inc. v. General Services Administration*, CBCA 416, 07-1 BCA ¶ 33,514, at 166,061.

Champion argues that it reasonably read the RFQs and initial delivery orders to create fixed price contracts in the amounts of $23,558.40 and $18,921.60, respectively. Each of these sums represents 960 hours multiplied by the hourly rate. For the periods stated in the RFQs, Champion argues, it could only bill for 960 hours if it charged for holidays. Thus, Champion reasoned that it should not include holiday and vacation markups in its hourly rates. The Government rebuts this argument, pointing to the TAPS proviso cautioning about the inherent limitations of acquiring temporary services. Finding 4. GSA maintains that each RFQ called for 960 hours because this is the number of hours in 120 workdays, which is the maximum initial period of time for which temporary services may be ordered. Given that the awards are indefinite quantity, indefinite delivery, the agency urges that it is not obligated to order all 960 hours, but may purchase up to that amount if the services are needed.

Champion's interpretation effectively bestows standalone status on the delivery orders, reading these orders in isolation from the underlying schedule contract. But the schedule contract makes clear that delivery and task orders may not be construed in a vacuum. The schedule contract expressly provides that in the event of a conflict between the terms of a delivery order and the terms of the schedule contract, the schedule contract prevails. Finding 3.

Vendors with schedule contracts are expected to be familiar with the terms and conditions of those contracts. Champion's interpretation of the delivery orders to be firm fixed-price contracts under which it would bill GSA for the total amounts of $23,558.40 and $18,921.60 is at odds with the very nature of the schedule contract. The terms and conditions of the schedule contract, read as a whole, call for indefinite delivery, indefinite quantity labor hour type contracts for temporary staffing services. The appropriate Time-and-Materials and Labor-Hour Contracts Payment clause is part of the TAPS contract. Contractors are expressly instructed that hourly rates should be fully loaded, i.e., inclusive of costs for holiday and vacation pay, and the example provided by GSA for purposes of pricing reflects this. Moreover, the individual delivery orders, even without reference to the TAPS contract, do not support the interpretation that Champion adopted. The order for temporary secretarial services for the Battle Creek federal building specifically stated that federal holidays were excluded unless specifically ordered by the contracting officer. Similarly, the delivery order for the Detroit courthouse provided that the temporary services would be for one person, to work Monday through Friday, six to eight hours per day, excluding federal holidays. These statements in the delivery order

should have alerted Champion to the inconsistencies inherent in its interpretation such that it would have been prompted to inquire about the potential ambiguity.

When the TAPS contract and delivery orders are read as a whole, it is not necessary to find a conflict between the terms of the delivery orders and the TAPS contract. Rather, all of the pertinent documents make clear that contractors cannot bill the Government for holidays and vacation days. This is so regardless of how hourly rates are developed by the contractor. It is the contractor's obligation to follow the instructions in the solicitation for the contract and propose prices accordingly.

The pricing instructions for the TAPS contract, which address the requirement to provide vacation and holiday pay, finding 7, support GSA's position that holiday and vacation pay was to be included in the bidders' rates. We recognize that Champion still paid its employees holiday and vacation pay -- but it billed the Government for these benefits in a way that the TAPS contract did not contemplate. Indeed, Champion's very interpretation of the RFQs rendered the delivery orders patently ambiguous given the Government's express proviso that holidays were excluded and that agencies would not pay for days that an employee did not work. Finding 4. In that circumstance, Champion became obligated to inquire of the Government as to its intentions. The fact that Champion did not comprehend the obvious ambiguity did not excuse its affirmative duty to inquire. *Arcadis U.S., Inc. v. Department of the Interior*, CBCA 918, 08-1 BCA ¶ 33,807, at 167,353.

In sum, reasonably interpreted, the delivery orders awarded "fixed-price" labor hour contracts, reflecting the fact that the hourly rates for services were indeed fixed. This is reinforced by the inclusion of the FAR's Time-and-Materials and Labor-Hour Contracts Payment clause in the schedule contract. Indeed, a time-and-materials or labor-hours contract is one under which the parties agree to the payment of fixed hourly rates for specified classes of labor with total payment based on the number of actual hours worked. *See Dawkins General Contractors & Supply, Inc.*, ASBCA 48535, 03-2 BCA ¶ 32,305, at 159,847.

Finally, Champion notes that the Government paid its invoices, which were supported by time sheets showing charges for vacation days for its employees, and, as Champion puts it, created a precedent. Although the conduct of the parties prior to the advent of the dispute may be instructive as to how they interpreted the contract, there must be knowing acquiescence in the interpretation at issue. *See Alvin, Ltd. v. United States Postal Service*, 816 F.2d 1562, 1566 (Fed. Cir. 1987); *Macke Co. v. United States*, 467 F.2d 1323, 1325 (Ct. Cl. 1972).

Here, there is no indication that the Government was aware that it was paying Champion for holidays on which the temporary employee did not work. Although the invoices were supported by time sheets, some of which reflected time charged for holidays, the invoices themselves simply stated a period of time, generally between ten days and several weeks, for which services were billed -- they did not call out individual dates such that the Fort Worth office that processed the invoices would be on notice that Champion was charging for dates on which the employees obviously did not work. Moreover, the practice did not endure for a lengthy period of time such that the Government should be charged with knowledge at some point. This is not sufficient to find the type of precedent that would support a finding that the parties in fact had agreed to Champion's interpretation. *See JAVIS Automation & Engineering, Inc. v. Department of the Interior*, CBCA 938, 09-2 BCA ¶ 34,309, at 169,480; *Dawkins*, 03-2 BCA at 159,846.

To conclude, Champion's interpretation of the delivery orders is not reasonable, even if we were to perceive an ambiguity. It fails to account for the numerous contract provisions that made clear that the Government could not be charged for holidays and non-workdays for temporary employees and that these expenses were to be factored into loaded rates. Champion should have raised this issue with the Government before formulating its rates to exclude these elements of overhead in the expectation that it would be allowed to charge for non-workdays. Although it is unfortunate that Champion will not recover these expenses under its approach, it proceeded at its own risk when it failed to seek clarification prior to submitting its quotes.

Decision

The appeals are **DENIED**. The Government owes Champion $216.16.

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CATHERINE B. HYATT
Board Judge

We concur:

STEPHEN M. DANIELS
Board Judge

ALLAN H. GOODMAN
Board Judge