



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

RECONSIDERATION DENIED: November 16, 2020

CBCA 6841-R

MIDLAND LANGUAGE CENTER,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Tatjana Markovic, President of Midland Language Center, St. Louis, MO, appearing for Appellant.

Mary A. Mitchell and Laetitia Coleman, Office of General Counsel, Department of Veterans Affairs, Houston, TX, counsel for Respondent.

Before Board Judges **BEARDSLEY**, **ZISCHKAU**, and **CHADWICK**.

CHADWICK, Board Judge.

Midland Language Center (MLC) seeks reconsideration under Board Rule 26 (48 CFR 6101.26 (2020)) of our decision dismissing CBCA 6841 on prudential grounds. We found that we had jurisdiction of MLC's appeal from the denial of a nonmonetary claim for an interpretation of a Department of Veterans Affairs (VA) contract, but that there was no live dispute between the parties after the contract expired. MLC argues in relevant part:

Asking the Appellant/Contractor not to follow the Contract is illegal.

The issue occurred during the time the Contract was active in Jan[uary] 2020 and it may have broader repercussions as we look into the reasons the VA Medical Center decided to deny over the phone services to their teams as the Contract required. Their teams are entitled to the services guaranteed under the Contract and it is not appropriate . . . to deny such services to them.

The Contract has not been renewed due to VA Medical Center[’s] wanting to cover up their practices and not because of the Contractor’s noncompliance with the Contract. The need for Interpreting exists and we have received a request for Interpreting as recently as Nov[ember] 2020.

These arguments go beyond the interpretive issue that MLC raised in its appeal and involve factual allegations that MLC did not present in its claim or in its notice of appeal. *See Santa Fe Engineers, Inc. v. United States*, 818 F.2d 856, 858 (Fed. Cir. 1987) (“On appeal to the Board . . . a contractor . . . may not raise any new claims not presented . . . to the contracting officer.”). Furthermore, to the extent that we may consider MLC’s new arguments, MLC does not persuade us that “a declaration” by the Board of our interpretation of the contract would effectively “resolve [an ongoing] dispute.” *Alliant Techsystems, Inc. v. United States*, 178 F.3d 1260, 1271 (Fed. Cir. 1999).

For these reasons, we **DENY** reconsideration of our dismissal of the appeal.

Kyle Chadwick
KYLE CHADWICK
Board Judge

We concur:

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge

Jonathan D. Zischkau
JONATHAN D. ZISCHKAU
Board Judge