



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED IN PART FOR LACK OF JURISDICTION: June 7, 2007

CBCA 560

STEPHEN C. WINSLOW,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Stephen C. Winslow, pro se, Martinsburg, WV.

Judith A. Bonner, Office of Regional Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **HYATT**, **McCANN**, and **SOMERS**.

McCANN, Board Judge.

Stephen C. Winslow purchased a 1986 Chevrolet truck at a General Services Administration (GSA) auction. Mr. Winslow appeals the GSA's decision not to reimburse him for certain costs he allegedly incurred in the transaction.

Findings of Fact

On December 8, 2006, GSA conducted a vehicle auction. Mr. Winslow was the highest bidder on a 1986 Chevrolet truck and won the award at the price of \$381. Appeal File, Exhibit 3. When Mr. Winslow attempted to take possession of the truck he noticed that the photographs which appeared on-line on the sale website did not depict the actual vehicle

that was being sold. Upon reviewing the situation, the contracting officer agreed that the vehicle had been misdescribed. In her final decision, the contracting officer refunded appellant the purchase price of the vehicle but no additional costs. Appeal File, Exhibit 14.

Appellant seeks certain additional expenses. In his claim letter to the contracting officer of December 18, 2006, he seeks recovery under either of the following two options:

- A. All money used in the purchase for the vehicle, fines, and any and all expenses incurred by the buyer is fully reimbursed to the buyer.
- B. The vehicle pictured in the auction, or a different vehicle of the same quality, approved by the buyer, is delivered by GSA to Century, West Virginia since the buyer made an attempt to transport the vehicle back to there.

Appeal File, Exhibit 9.

Respondent has moved to dismiss appellant's first claim for relief.

Discussion

Appellant's claim is being processed under the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-613. Under the CDA, "[a]ll claims by a contractor against the Government relating to a contract shall be in writing and shall be submitted to the contracting officer for a decision." 41 U.S.C. § 605(a). Without a proper claim being submitted to the contracting officer and a decision on that claim, this Board lacks jurisdiction. *Sharman Co. v. United States*, 2 F.3d 1564, 1569 (Fed. Cir. 1993); *Reflectone, Inc. v. Dalton*, 60 F.3d 1572, 1575 (Fed. Cir. 1995) (*en banc*). A claim is a written demand by a party "seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract." 48 CFR 2.101 (2006); *Reflectone*, 60 F.3d at 1575-76.

The appellant has requested alternative forms of relief. The first alternative, claiming costs incurred, fines, and penalties, does not meet the definition of a claim since it requests

money, but not in an amount that is a sum certain. Accordingly, this Board has no jurisdiction over the first alternative request for relief.¹

Decision

Respondent's motion is granted. The appeal is **DISMISSED IN PART FOR LACK OF JURISDICTION.**

R. ANTHONY McCANN
Board Judge

We concur:

CATHERINE B. HYATT
Board Judge

JERI K. SOMERS
Board Judge

¹ The Board notes that even if appellant had claimed a sum certain, recovery may not be possible as the Description Warranty clause and the Refund Amount clause in the contract appear to limit recovery in such cases to a refund of the purchase price. *Larry J. McKinney v. General Services Administration*, GSBCA 16720, 05-2 BCA ¶ 33,119.