



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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September 21, 2011

CBCA 2514-DBT

In the Matter of VAL S.

Val S., Petitioner.

Emma Cocks, Office of Regional Counsel, General Services Administration, San Francisco, CA, appearing for General Services Administration.

**WALTERS**, Board Judge.

In its order to show cause, the Board requested that the agency, the General Services Administration (GSA), show cause as to why this matter should not be dismissed without prejudice. GSA, in its response to that order, seeks to draw a distinction between a contract appeal under the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101-7109 (previously 41 U.S.C. §§ 601-613 (2006)), and a proceeding under 41 CFR 105-57 for adjudication of a debt. The alleged debt in the present case, however, arises under a contract governed by the CDA, i.e., a GSA auction contract. Before any attempt is made to collect on such an alleged debt, through wage garnishment or otherwise, the debt must be established exclusively through the procedures of the CDA – which contemplates the issuance of a Government claim against the contractor in the form of a contracting officer’s written decision and which permits the contractor, *inter alia*, an appeal to this Board within ninety days of the contractor’s receipt of that decision. Here, as our previous order indicated, although a GSA contracting officer issued a decision under the CDA, GSA has been unable to locate claimant in order to serve upon him the contracting officer’s decision. Claimant has yet to receive the decision, and the appeal period has yet to begin under the CDA. Thus, GSA’s contract-related debt has yet to be perfected and presently is uncollectable and legally unenforceable.

We previously issued a stay of the issuance of any wage withholding order against claimant. **That stay shall remain in effect indefinitely**, pending GSA's compliance with the requirements of the CDA. In this case, absent such compliance, the Board will not adjudicate an alleged contract debt, under 41 CFR 105-57 or otherwise.

Since there is no appeal under the CDA before us, this matter is dismissed without prejudice.

A handwritten signature in black ink, appearing to read "Richard C. Walters", written in a cursive style. The signature is positioned above a horizontal line.

RICHARD C. WALTERS  
Board Judge