



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: January 15, 2025

CBCA 8210

TESLA LILIANA REYES RAMIREZ,

Appellant,

v.

AGENCY FOR INTERNATIONAL DEVELOPMENT,

Respondent.

Tesla Liliana Reyes Ramirez, pro se, McLean, VA.

Eugene Benick and John B. Alumbaugh, Office of the General Counsel, Agency for International Development, Washington, DC, counsel for Respondent.

Before Board Judges **BEARDSLEY** (Chair), **GOODMAN**, and **VOLK**.

GOODMAN, Board Judge.

Appellant, Tesla Liliana Reyes Ramirez, has appealed a contracting officer's decision terminating for convenience her personal services contract with respondent, the United States Agency for International Development (USAID). We grant respondent's motion to dismiss the appeal for lack of jurisdiction.

Background

Appellant's personal services contract with respondent contained the following clause allowing for termination for convenience:

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part:

.....

(2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused annual leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

Appeal File, Exhibit 1 at 42.

On July 19, 2024, appellant was terminated for convenience by a contracting officer's (CO) decision, which stated in part: "This is the final decision of the Contracting Officer. You may appeal this decision to the agency board of contract appeals." Notice of Appeal, Attachment 1 at 1.

On September 23, 2024, appellant filed a notice of appeal at this Board, which summarizes various conversations with the contracting officer and other employees of respondent after receipt of the CO's decision and describes the effect of the decision on appellant's mental and physical health. The notice of appeal also states: "Considering that I was doing a stellar job, had a five year contract (two initial years plus three option years), and the [United States] Government continues to have a need for the position, the amount in dispute is the maximum allowed of US \$100,000." Notice of Appeal at 2. However, appellant has not submitted a claim to the CO for the alleged amount in dispute. Respondent's Motion to Dismiss at 1.

Discussion

On October 22, 2024, respondent filed a motion to dismiss the appeal for lack of jurisdiction. Appellant did not file a response to the motion to dismiss. In a recent Board decision, *John Blankson v. Agency for International Development*, CBCA 8256 (Jan. 2, 2025), we dismissed a similar appeal of a CO's decision terminating for convenience a personal services contract by this respondent pursuant to the same contract language that is in this appellant's contract. In that case, the Board held that the CO's decision was not an appealable CO's final decision (COFD) and that issues which were asserted as a monetary claim were premature, as a claim had not been submitted to the contracting officer. As explained in that decision:

The Contract Disputes Act (CDA) provides that “[e]ach claim by a contractor against the Federal Government relating to a contract shall be submitted to the contracting officer for a decision.” 41 U.S.C. § 7103(a)(1) (2018). A contractor may appeal a COFD or appeal the deemed denial of a claim when the CO fails to issue a timely decision. *Id.* § 7103(f)(5)-(g). The Federal Acquisition Regulation (FAR) defines a claim as follows:

Claim means a written demand or written assertion by one of the contracting parties 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. . . . A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the contracting officer as provided in 33.206(a), if it is disputed either as to liability or amount or is not acted upon in a reasonable time. 48 CFR 2.101 (FAR 2.101).

Blankson, slip op. at 3.

“[T]ermination of a contract for the convenience of the Government is not in and of itself an appealable contracting officer decision within the terms of the CDA.” *Blankson*, slip op. at 3 (quoting *Frank Bonner v. Department of Homeland Security*, CBCA 605, et al., 07-2 BCA ¶ 33,592, at 166,387). As in *Blankson*, the appellant here has not submitted a claim to the CO for any amount, and the CO has not asserted a claim against appellant. Even though the termination notice stated that it was a “final decision,” that letter was not an appealable COFD but, rather, was only a notice of the termination of appellant’s contract for convenience. “Parties cannot bestow subject jurisdiction upon the board and the board cannot exceed its jurisdictional boundaries.” *Blankson*, slip op. at 4 (quoting *Universal Canvas, Inc. v. Stone*, 975 F.2d 847, 850 (Fed. Cir. 1992)).

As the CO’s decision to terminate appellant’s contract for convenience was not an appealable COFD, and appellant has not submitted the monetary claim asserted in the notice of appeal to the CO, the Board does not have jurisdiction to hear this appeal. See *Mubashir Ali v. Agency for Global Media*, CBCA 6914, 21-1 BCA ¶ 37,802, at 183,588-89; *Arthur Jean Pierre v. Agency for Global Media*, CBCA 6901, 21-1 BCA ¶ 37,853, at 183,822.

Decision

The appeal is **DISMISSED FOR LACK OF JURISDICTION.**

Allan H. Goodman

ALLAN H. GOODMAN

Board Judge

We concur:

Erica S. Beardsley

ERICA S. BEARDSLEY

Board Judge

Daniel B. Volk

DANIEL B. VOLK

Board Judge