



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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DISMISSED FOR LACK OF JURISDICTION: September 17, 2025

CBCA 8430

BLANCHARD'S CONTRACTING LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Quentin W. Blanchard, President of Blanchard's Contracting LLC, Dumfries, VA, appearing for Appellant.

Alexander C. Vincent, Office of General Counsel, General Services Administration, Washington, DC; and Anne C. McDermott, Office of General Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **VERGILIO**, **KANG**, and **NEWSOM**.

Opinion for the Board by Board Judge **NEWSOM**. Board Judge **VERGILIO** concurs.

**NEWSOM**, Board Judge.

Appellant, Blanchard's Contracting, LLC (Blanchard's), alleges that the General Services Administration (GSA) failed to pay for work that Blanchard's performed on multiple construction contracts awarded between 2012 and 2018. GSA moves to dismiss on the grounds that Blanchard's never submitted a claim to the contracting officer as required by the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), and that there has been no contracting officer's decision on a claim. Alternatively, GSA argues that if

Blanchard's is found to have submitted a CDA claim to the contracting officer, the "claim" was untimely, as it was submitted after the expiration of the statute of limitations. We grant the motion to dismiss for lack of jurisdiction on the ground that appellant did not submit a claim to the contracting officer.

### Background

For purposes of ruling on respondent's motion to dismiss, we assume the facts alleged by Blanchard's to be true and draw reasonable inferences in Blanchard's favor.<sup>1</sup>

Blanchard's contends that, between 2012 and 2018, GSA awarded it numerous contracts to perform construction work, which the company fully performed. Notice of Appeal at 1. Blanchard's alleges that it never received payment for its work. *Id.* at 1-2. Instead, it asserts that GSA payments that were intended for Blanchard's were improperly diverted to an entity called Sagacious Financial LLC (Sagacious). *Id.* at 2. Blanchard's contends that GSA owes it \$47,000,000 in contract payments plus approximately \$11,750,000 in interest. *Id.* at 7.

Blanchard's neither included a CDA claim nor identified one in its May 7, 2025, notice of appeal. In response to the Board's inquiry as to whether Blanchard's submitted a claim to the contracting officer, Blanchard's identified a document dated April 21, 2025, as its claim. Respondent's Notice of Filing of Appellant's Pre-Appeal Documents (May 13, 2025) attaching an April 28, 2025, email from appellant to GSA attaching a six-page document dated April 21, 2025 ("CDA claim"); *see also* Appellant's Validation of Claim (May 14, 2025) at 4; Appellant's Declaration (May 16, 2025) at 1.

The alleged CDA claim was addressed to "Contracting Officer, U.S. General Services Administration (GSA), Public Buildings Service/Office of Acquisition" but does not identify by name any contracting officer or any other recipient. It bears the address of the GSA headquarters building at 1800 F Street, NW, Washington, DC, but includes no specific office. Blanchard's April 28, 2025, email to GSA, attaching the "CDA claim," was directed to the GSA "General Counsel." Several individuals were copied, but there is no allegation nor evidence that any of them were contracting officers responsible for Blanchard's contracts.

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<sup>1</sup> Appellant did not file a complaint in this appeal but did file many other documents setting forth its factual and legal contentions. Pursuant to Rule 6(a) (48 CFR 6101.6(a) (2024)), we deem those submissions and their attachments collectively to constitute the appellant's complaint.

There is also no indication why appellant copied those individuals; their selection appears random.

### Discussion

This Board's jurisdiction over contract disputes is defined, and constrained, by the CDA. Section 7103 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). Only after the contracting officer issues a decision on the claim, or after the contracting officer is deemed to have denied the claim in circumstances set forth in section 7103(f)(5), may the contractor appeal the decision to an agency board. *Id.* §§ 7104(a), 7105. Thus, two of the necessary predicates for the Board's jurisdiction are (1) the contractor's submission of a claim to the contracting officer for a decision, and (2) the contracting officer's decision on that claim (or a deemed denial). *England v. The Swanson Group, Inc.*, 353 F.3d 1375, 1379 (Fed. Cir. 2004); *James M. Ellett Construction Co. v. United States*, 93 F.3d 1537, 1542-43 (Fed. Cir. 1996).

GSA argues that neither of these predicates was met, contending that the April 21, 2025, alleged claim was not submitted to a contracting officer and no contracting officer rendered a decision. Respondent's Motion to Dismiss at 6-9. We agree that the claim was never submitted to a contracting officer.

Drawing all reasonable inferences in favor of appellant, we find no basis to conclude that any claim was submitted to a contracting officer. Appellant does not identify any contracting officer to whom it submitted the April 21, 2025, alleged claim, and that document itself does not identify any. Appellant also does not identify a specific person, office, title, room number, or other information about the intended recipient. The only indication that anyone at GSA received it, prior to the docketing of this appeal, was the April 28, 2025, cover email addressed to "General Counsel," not to a contracting officer. According to GSA, and without rebuttal from appellant, none of the recipients of that email was a contracting officer with authority to issue a final decision. Respondent's Motion to Dismiss at 8. It is not sufficient to place the words "contracting officer" on a document and transmit it to random individuals in a large office building. The CDA requires submittal "to *the* contracting officer for a decision." 41 U.S.C. § 7103(a)(1) (emphasis added).

GSA also argues that if the April 21, 2025, purported claim had been submitted to the contracting officer, it would have been untimely, well after the expiration of the statute of limitations. We do not reach that contention. In *Sikorsky Aircraft Corp. v. United States*, the Federal Circuit held that the CDA's six-year statute of limitations is not jurisdictional. 773 F.3d 1315, 1321-22 (Fed. Cir. 2014). To challenge the timeliness of this appeal, GSA would

need to assert an affirmative defense. *Systems Management & Research Technologies Corp. v. Department of Energy*, CBCA 4068, 15-1 BCA ¶ 35,976, at 175,788. Because the Board lacks jurisdiction to entertain this appeal, we need not consider affirmative defenses.

We hold that the Board lacks jurisdiction because no claim was actually submitted to a contracting officer for decision.

Decision

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

Elizabeth W. Newsom  
ELIZABETH W. NEWSOM  
Board Judge

I concur:

Jonathan L. Kang  
JONATHAN L. KANG  
Board Judge

**VERGILIO**, Board Judge, concurring.

I concur in the conclusion of the majority to dismiss the appeal for lack of jurisdiction. I reach that determination a bit more narrowly than the majority and conclude that the contractor's motion for summary relief and the agency's motion to dismiss for failure to state a claim (asserting that these claims would be too late if submitted beyond six years after the alleged claim(s) arose) are moot.

The Board received the notice of appeal on May 7, 2025. The contractor references what it styles as a claim dated April 21, 2025. The contractor maintains that it is owed a sum certain (plus interest) because the agency did not make payments due and owing for a period spanning from 2016 to 2018 under a multitude of contracts. There is no contracting officer decision on the alleged claim. There is no "deemed denial" at the time the contractor filed this appeal, because sixty days had not elapsed from the submission of the purported claim.

The agency moves to dismiss the appeal for lack of jurisdiction. As the majority notes, the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), requires that a contractor’s claim be submitted and denied or deemed denied as a predicate to Board jurisdiction. 41 U.S.C. §§ 7103–7105. Without a denial or deemed denial, the Board lacks jurisdiction over this appeal.

*Joseph A. Vergilio*  
JOSEPH A. VERGILIO  
Board Judge