



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: September 2, 2026

CBCA 8977

AZTEK COMPUTERS, LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Zahid Kinnare, Chief Executive Officer of Aztek Computers, LLC, Frisco, TX,
appearing for Appellant.

Alexander C. Vincent, Office of General Counsel, General Services Administration,
Washington, DC, counsel for Respondent.

Before Board Judges **RUSSELL**, **SULLIVAN**, and **KANG**.

SULLIVAN, Board Judge.

Aztek Computers, LLC, filed a notice of appeal following issuance of a notice of cancellation of its Multiple Award Schedule (MAS) contract with the General Services Administration (GSA). The Board issued a show cause order, directing the parties to brief whether the Board possessed jurisdiction to consider the appeal. Having considered the parties' submissions and the relevant legal standards, we dismiss the appeal for lack of jurisdiction.

Background

Aztec held a MAS contract for the provision of computers and related equipment to agencies within the Federal Government. On June 8, 2026, the contracting officer provided notice to Aztek that its MAS contract was cancelled, pursuant to 48 CFR 552.238-79 (2025) (General Services Acquisition Regulation (GSAR) 552.238-79), “due to contract compliance issues.” Notice of Appeal at 3. The notice listed the contract compliance issues as “[o]ffering products that are not compliant with the Trade Agreements Act (TAA); and [m]isrepresenting products as Made in America (MIA).” *Id.* In the notice, the contracting officer further advised that, because the cancellation was due to “non-compliance with contract terms and conditions, the restrictions set forth in [the MAS solicitation instructions to all offerors] will apply to any future offer submissions by your company.” *Id.* Pursuant to this determination, Aztek is not permitted to offer for GSA’s consideration “any Special Item Number (SIN)” for twenty-four months following the effective date of the cancellation. *Id.*

On July 7, 2026, the contracting officer sent another notice to Aztek, again notifying the firm that its MAS contract was cancelled pursuant to GSAR 552.238-79 and that “[u]pon completion of the mandatory two-year waiting period, your company will be eligible to submit a new MAS contract proposal for consideration.” Notice of Appeal at 3.

Aztec filed its complaint on July 20, 2026, to which it attached four emails that it sent to the contracting officer asking that GSA provide the “details supporting the Government’s determination” and that the cancellation “be placed on hold” while Aztek worked through the non-compliance issues. Complaint, Exhibit B. While the tenor of these emails indicates that Aztek wanted to know more about the basis for GSA’s determination so that it may be reversed, Aztek did not challenge the non-compliance determination or ask the contracting officer to reconsider that determination. *See id.* In the July 7, 2026, notice, the contracting officer acknowledged Aztek’s correspondence but declined to provide any documentation regarding the determination. Notice of Appeal at 3.

Discussion

In its notice of appeal, Aztek requested two actions as relief: (1) that the Board set aside the cancellation of its contract; and (2) that the Board rescind the twenty-four-month prohibition on submitting offers to GSA. Notice of Appeal at 2. The Board issued a show cause order, directing the parties to brief whether the Board had jurisdiction to decide Aztek’s appeal in light of the relief that Aztek requested. In response to that order, Aztek narrowed its request for relief. Aztek acknowledged Board precedent that precludes the Board’s consideration of appeals seeking reinstatement of a cancelled contract. Appellant’s

Response to Order to Show Cause (Appellant's Response) at 2 (citing *Texas Industrial Security, Inc. v. General Services Administration*, CBCA 8467, 26-1 BCA ¶ 38,946, at 189,573 (2025)). But, Aztek asked that the Board construe its communications with the contracting officer after the June 8, 2026, notice as a claim challenging the twenty-four-month prohibition on future MAS contracting. Appellant's Response at 3.

The Contract Disputes Act (CDA) provides the Board with jurisdiction to entertain appeals arising out of disputes involving contracts between contractors and executive branch agencies. 41 U.S.C. § 7102(a) (2024). The CDA allows that "[a] contractor, within 90 days from the date of receipt of a contracting officer's decision . . . may appeal the decision to an agency board." *Id.* § 7104(a). The Federal Acquisition Regulation (FAR) defines a "claim" as "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 this contract." 48 CFR 2.101. There is no requirement that a claim take a particular form or "use any particular wording." *Contract Cleaning Maintenance, Inc. v. United States*, 811 F.2d 586, 592 (Fed. Cir. 1987). However, a contractor must "submit in writing to the contracting officer a clear and unequivocal statement that gives the contracting officer adequate notice of the basis and amount of the claim." *Id.* The submission "must show that 'what the contractor desires by its submission is a final decision' from the contracting officer determining whether the contractor is entitled to" the relief sought. *Zafer Construction Co. v. United States*, 40 F.4th 1365, 1367 (Fed. Cir. 2022) (quoting *M. Maropakos Carpentry, Inc. v. United States*, 609 F.3d 1323, 1327-28 (Fed. Cir. 2010)).

In its communications with the contracting officer following the first cancellation notice, Aztek did not challenge the imposition of the twenty-four-month prohibition or ask the contracting officer to reconsider that prohibition. Correspondence with the contracting officer that does "not contain a demand or assertion seeking, as a matter of right, relief in the form of adjustment or interpretation of the contract terms" does not "satisfy the required elements of a CDA claim." *Magwood Services, Inc. v. General Services Administration*, CBCA 4975, 16-1 BCA ¶ 36,520, at 177,908 (2015). Aztek's communications with the contracting officer do not constitute a claim under the CDA, and the Board lacks jurisdiction to consider Aztek's appeal.

Aztek, in the alternative, asks that the Board dismiss its appeal "without prejudice" so that it may submit a claim to the contracting officer. Any dismissal for lack of jurisdiction is without prejudice. Rule 12(b)(3) (48 CFR 6101.12(b)(3) (published in eCFR)) (dismissals for lack of jurisdiction are without prejudice); see *SRA International, Inc. v. Department of State*, CBCA 6563, et al., 20-1 BCA ¶ 37,543, at 182,314 n.1 ("Without jurisdiction, we lack the ability to render a merits determination and therefore 'cannot presume to dismiss the

complaint,’ or the appeal, ‘with prejudice.’” (quoting *Scott Aviation v. United States*, 953 F.2d 1377, 1378 (Fed. Cir. 1992))).

Decision

Aztek’s appeal is **DISMISSED FOR LACK OF JURISDICTION**.

Marian E. Sullivan

MARIAN E. SULLIVAN
Board Judge

We concur:

Beverly M. Russell

BEVERLY M. RUSSELL
Board Judge

Jonathan L. Kang

JONATHAN L. KANG
Board Judge