



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: February 17, 2023

CBCA 7642

AMALGAMATED SERVICES, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John C. Dulske of Steptoe & Johnson, PLLC, San Antonio, TX, counsel for Appellant.

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

Before Board Judges **GOODMAN**, **SHERIDAN**, and **KULLBERG**.

KULLBERG, Board Judge.

Appellant, Amalgamated Services, Inc. (ASI), appealed a contracting officer's final decision (COFD) that denied ASI's uncertified request for equitable adjustment (REA) in excess of \$100,000. Respondent, the General Services Administration (GSA), requests that the Board dismiss this appeal for lack of jurisdiction. ASI, however, seeks a dismissal without prejudice. For the reasons stated below, the Board dismisses this appeal for lack of jurisdiction.

Background

On July 29, 2022, ASI submitted to the contracting officer (CO) its REA in the amount of \$857,750 for increased costs under its contract for operation and maintenance services at GSA facilities in Aberdeen, Greenville, and Oxford, Mississippi. On November 1, 2022, the CO issued his COFD that denied the REA and advised ASI of its appeal rights. ASI appealed the COFD to the Board.

Discussion

At issue is whether the Board has jurisdiction to hear this appeal where ASI has appealed a COFD that denied an uncertified REA in excess of \$100,000. The Board's jurisdiction is pursuant to the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018). The CDA requires that for any claim in excess of \$100,000, the contractor shall certify “that—(A) the claim is made in good faith; (B) the supporting data are accurate and complete to the best of the contractor’s knowledge and belief; (C) the amount requested accurately reflects the contract adjustment for which the contractor believes the Federal Government is liable; and (D) the certifier is authorized to certify the claim on behalf of the contractor.” *Id.* § 7103(b)(1). While the CDA allows for the correction of a defective certification before entry of final judgment, the CDA makes no provision for correcting a contractor’s failure to certify its claim. *Computer Integration & Programming Solutions Corp. v. Department of Justice*, CBCA 6491, 19-1 BCA ¶ 37,364, at 181,688 (citing 41 U.S.C. § 7103(b)(3)). Additionally, a CO’s issuance of a COFD for an uncertified REA in excess of \$100,000 does not grant the Board jurisdiction. *Gulf Tech Construction LLC v. Department of Veterans Affairs*, CBCA 7447, 22-1 BCA ¶ 38,179, at 185,427. The Board, consequently, has no jurisdiction to hear this appeal. Although ASI seeks a dismissal without prejudice, the Board’s rules require that when it lacks jurisdiction, it will dismiss the appeal for lack of jurisdiction regardless of the parties’ position on jurisdiction or dismissal. Rule 12(b)(3) (48 CFR 6101.12(b)(3) (2021)).

Decision

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

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge

We concur:

Allan H. Goodman
ALLAN H. GOODMAN
Board Judge

Patricia J. Sheridan
PATRICIA J. SHERIDAN
Board Judge