



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: July 27, 2011

CBCA 2460

ALPINE ARMORING INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Fred Khoroushi, President of Alpine Armoring, Inc., Herndon, VA, appearing for Appellant.

Lee W. Crook, III and Erin Hustetler, Office of Regional Counsel, General Services Administration, Fort, Worth, TX, Respondent.

Before Board Judges **HYATT**, **STEEL**, and **SHERIDAN**.

SHERIDAN, Board Judge.

This appeal arises out of General Services Administration (GSA) e-Buy request for quotation (RFQ) 514988 for light armored vehicles. GSA awarded the resultant contract, GS-07F-9561S, on November 9, 2010. Appellant, Alpine Armoring, Inc. (Alpine), which submitted a proposal, was not the awardee.

On November 15, 2010, Alpine contacted the contracting officer via e-mail to ask some questions about the scoring on the awarded contract. The contracting officer responded to those questions on November 16, 2010. Correspondence ensued in which Alpine sought the scorecard data and the contracting officer refused to release the data, asserting it was

considered “source selection information.” Several e-mail messages were exchanged between Alpine and the contracting officer in which Alpine sought other information on how the contract was awarded. These messages culminated on February 8, 2011, with the contracting officer referring Alpine to the applicable protest clauses incorporated into the RFQ’s terms and conditions, including Federal Acquisition Regulation (FAR) 52.233-2 and FAR 52.233-3.

On June 13, 2011, Alpine requested a copy of “the contracting officer’s final decision regarding our dispute on GSA e-Buy RFQ 514988.” The contracting officer wrote back stating:

A protest must be filed no later than 10 days after the basis of protest is known and should contain a detailed statement of legal and factual grounds. Award for this procurement was made on November 9, 2010. A reference to the potential filing of a protest was made on February 2, 2011, nearly 3 months after the date of award. No protest was filed within the prescribed time period. Any alleged protest is considered untimely.

On June 14, 2011, the Civilian Board of Contract Appeals received Alpine’s notice of appeal in which Alpine referenced the June 13 response from the contracting officer and alleged Alpine had requested and been refused a contracting officer’s final decision. The Board docketed the appeal as CBCA 2460.

Discussion

A review of the documents submitted with the appeal revealed that appellant appeared to be disputing the award of a contract, and therefore, any remedy it had was through the bid protest arena. The Board ordered appellant to show cause why the appeal should not be dismissed for lack of jurisdiction. Appellant responded by sending several pieces of its correspondence with GSA together with its proposal.

Based on the documents provided by Alpine, we conclude that the matter before us is in the nature of a bid protest. As we stated in *Innovative (PBX) Telephone Services, Inc. v. Department of Veterans Affairs*, CBCA 12, et al., 07-2 BCA ¶ 33,685, at 166,765:

The CDA [Contract Disputes Act] limits our jurisdiction to contracts between the Government and a contractor. 41 U.S.C. § 602 (2000). We do not have jurisdiction over bid protests because bid protests, by definition, involve disputes between the Government and disappointed bidders. *Thomas Creek Lumber & Log Co.*, IBCA 3917, et al., 05-2 BCA ¶ 32,976; *Coyne Textile*

Services, AGBCA 97-104-1, 97-1 BCA ¶ 28,626 (1996); *see also Charles Hartlerode*, ASBCA 52634, 02-1 BCA ¶ 31,716 (2001); 4 CFR pt. 21 (2007).

Decision

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

PATRICIA J. SHERIDAN
Board Judge

We concur:

CATHERINE B. HYATT
Board Judge

CANDIDA S. STEEL
Board Judge