

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
Spanish Solutions Language Services) ASBCA No. 62233
)
Under Contract No. W912CL-18-P-0027)

APPEARANCE FOR THE APPELLANT: Ms. Marcela Lopez
CEO

APPEARANCES FOR THE GOVERNMENT: Scott N. Flesch, Esq.
Army Chief Trial Attorney
MAJ Greg T. O'Malley, JA
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE MCILMAIL

The government moves to dismiss the appeal for lack of jurisdiction. Appellant's theory is that Contract W912CL-18-P-0027 (the contract at issue in this appeal) "was awarded improperly and illegally, [c]onsequently [appellant] has been unfairly *denied the contract* and the integrity of the competitive procurement system has been compromised" (app. resp. at 4 (emphasis added)). Appellant's appeal is really a "bid protest," which the Board lacks jurisdiction to entertain. *See Lulus Ostrich Ranch*, ASBCA Nos. 61225, 61226, 17-1 BCA ¶ 36,848 at 179,543. Moreover, for the Board to possess jurisdiction to entertain an appeal, there must be an express or implied contract between the appellant and the government. *See Black Tiger Co.*, ASBCA No. 59819, 18-1 BCA ¶ 37,046 at 180,336. The above-quoted statement of appellant concedes that the contract at issue is *not* between appellant and the government; consequently, the Board does not possess jurisdiction to entertain this appeal. Although appellant points to the contracting officer having provided appellant a notice of appeal rights (app. resp. at 1), that does not change the outcome. *See Palafox Street Assocs., L.P. v. United States*, 122 Fed. Cl. 18, 37 (2015) (contracting officer's advice regarding appeal rights did not create jurisdiction upon court); *Santa Fe, Inc. v. United States*, 13 Cl. Ct. 464, 467 n.1 (1987) ("A contracting officer cannot bestow jurisdiction upon a court where it does not otherwise exist.").

The appeal is dismissed for lack of jurisdiction.

Dated: February 6, 2020



TIMOTHY P. MCILMAIL
Administrative Judge
Armed Services Board
of Contract Appeals

I concur



RICHARD SHACKLEFORD
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

I concur



OWEN C. WILSON
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 62233, Appeal of Spanish Solutions Language Services, rendered in conformance with the Board's Charter.

Dated:

PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals

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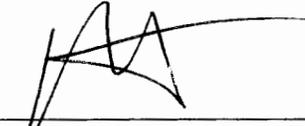
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